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VIA CERTIFIED MAIL

G. Michael Blessington, PC
Law Offices
4111 N. Lincoln Boulevard
Oklahoma City, OK 73105

RE: MURs 4818 and 4933
Walt Roberts
Walt Roberts for Congress

Dear Mr. Blessington:

Based on a complaint filed with the Federal Election Commission on October 9, 1998, on information supplied by your clients, and in the normal course of carrying out its supervisory responsibilities, the Commission, on October 15, 1999, found that there was reason to believe Walt Roberts knowingly and willfully violated 2 U.S.C. §§ 441a(f) and 441f, that Walt Roberts for Congress knowingly and willfully violated 2 U.S.C. §§ 434(b), 441a(f) and 441f, and instituted an investigation of these matters. On April 25, 2000, found that there was reason to believe Walt Roberts and Walt Roberts for Congress violated 2 U.S.C. § 432(h).

After considering all the evidence available to the Commission, the Office of the General Counsel is prepared to recommend that the Commission find probable cause to believe that violations have occurred.

The Commission may or may not approve the General Counsel's recommendations. Submitted for your review is a brief stating the position of the General Counsel on the legal and factual issues of the case. Within 15 days of your receipt of this notice, you may file with the Secretary of the Commission a brief (ten copies if possible) stating your position on the issues and replying to the brief of the General Counsel. (Three copies of such brief should also be forwarded to the Office of the General Counsel, if possible.) The General Counsel's brief and any brief which you may submit will be considered by the Commission before proceeding to a vote of whether there is probable cause to believe a violation has occurred.

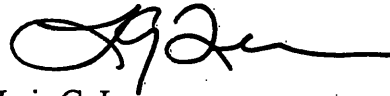
If you are unable to file a responsive brief within 15 days, you may submit a written request for an extension of time. All requests for extensions of time must be submitted in writing five days prior to the due date, and good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

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A finding of probable cause to believe requires that the Office of the General Counsel attempt for a period of not less than 30, but not more than 90 days, to settle this matter through a conciliation agreement.

Should you have any questions, please contact Margaret J. Toalson, one of the attorneys assigned to this matter, at (202) 694-1650.

Sincerely,



Lois G. Lerner
Acting General Counsel

Enclosure
Brief

64-00000-40-42

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
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Walt Roberts) MUR 4818
Walt Roberts for Congress) MUR 4933
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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
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Walt Roberts) MUR 4818
Walt Roberts for Congress) MUR 4933
)

GENERAL COUNSEL'S BRIEF

I. BACKGROUND

Walt Roberts was a Democratic candidate for Oklahoma's 3rd Congressional District in 1998. His authorized committee was Walt Roberts for Congress (or "Roberts campaign" or "Committee"). On October 9, 1998, a complaint was filed with the Federal Election Commission. The complaint, designated as MUR 4818, alleged that Walt Roberts and the Roberts campaign engaged in an illegal laundering scheme in connection with funds that were reported as loans from the candidate.

Based upon the allegations in the complaint and information in the public record, on October 15, 1999, the Commission found reason to believe that Walt Roberts and Walt Roberts for Congress knowingly and willfully violated 2 U.S.C. § 441a(f) and § 441f by accepting contributions in excess of the statute and contributions in the names of others. The Commission also found reason to believe that by misreporting the source of funds, Walt Roberts for Congress knowingly and willfully violated 2 U.S.C. § 434(b). The Commission subsequently found reason to believe that Walt Roberts and Walt Roberts for Congress violated 2 U.S.C. § 432(h) by failing to place campaign funds in the designated account.

MUR 4933 was generated by the Commission in the normal course of carrying out its supervisory duties. *See* 2 U.S.C. § 437g. On October 15, 1999, the Commission found reason to

believe that Walt Roberts and Walt Roberts for Congress knowingly and willfully violated 2 U.S.C. § 441b(a).

The Commission issued Subpoenas for Documents, Orders for Written Answers, and Subpoenas for depositions in both MUR 4818 and 4933. After completing its investigation in these matters, the Office of General Counsel is prepared to recommend that the Commission find probable cause to believe that Walt Roberts knowingly and willfully violated 2 U.S.C. §§ 441a(f), 441f, and 432(h) and that Walt Roberts for Congress knowingly and willfully violated 2 U.S.C. §§ 434(b), 441a(f), 441f and 432(h).

II. APPLICABLE LAW

The Federal Election Campaign Act of 1971, as amended (the "Act"), limits the amount that persons other than multicandidate committees may contribute to any candidate for federal office to \$1,000 per election. 2 U.S.C. § 441a(a)(1)(A). Candidates and political committees are prohibited from knowingly accepting contributions in excess of the limitations at Section 441a. 2 U.S.C. § 441a(f). Candidates for Congress may make unlimited expenditures from their "personal funds." 11 C.F.R. § 110.10(a).¹

Any candidate who receives a contribution or obtains any loan in connection with his or her campaign shall be considered as having received such contribution or obtained such loan as an agent of his or her authorized committee. 2 U.S.C. § 432(e)(2); 11 C.F.R. § 101.2(a).

¹ The Commission's regulations define "personal funds" as: (1) "Any assets which, under the applicable state law at the time he or she became a candidate, the candidate had legal right of access to or control over, and with respect to which the candidate had either: (i) Legal and rightful title, or (ii) An equitable interest"; or (2) Salary or other earned income from bona fide employment, dividends and proceeds from the sale of the candidate's stocks or other investments, bequests to the candidate; income from trusts established before candidacy; income from trusts established after candidacy of which the candidate is a beneficiary; gifts of a personal nature which had been customarily received prior to candidacy; proceeds from lotteries and similar legal games of chance. 11 C.F.R. § 110.10(b)(1) and (2). A candidate may also use a portion of assets jointly owned with his or her spouse, as provided in 11 C.F.R. § 110.10(b)(3).

The term "contribution" includes any gift, subscription, loan, advance, or deposit of money or anything of value made by any person for the purposes of influencing a federal election.

2 U.S.C. § 431(8)(A)(i). The term "anything of value" includes all in-kind contributions and providing any goods or services without charge, or at a charge which is less than the usual and normal charge. 11 C.F.R. § 100.7(a)(1)(iii)(A). The "usual and normal" charge is the price of the goods in the market from which they ordinarily would have been purchased at the time of the contribution, i.e., the fair market value. 11 C.F.R. § 100.7(a)(1)(iii)(B); *see also* Advisory Opinions ("AO") 1995-24, 1995-8, 1991-10, n. 1, 1984-60.

The entire amount paid as the purchase price for a fundraising item sold by a political committee is a contribution. 11 C.F.R. § 100.7(a)(2). A review of several AOs demonstrates how the Commission has applied the rule. For example, the Commission has stated that a political committee's sale of artwork donated by artists is fundraising activity and thus subject to the limitations and reporting requirements of the Act. AO 1980-34; AO 1982-24. The Commission has also stated that when the sale of goods or services is for the purpose of raising funds for a campaign, rather than for "genuine commercial purposes," and contributions result, in such circumstances, the activity is subject to the Act and its limitations, prohibitions, reporting and notice requirements. AO 1989-21 (sale of goods); AO 1992-24 (proceeds from candidate's non-political speeches); AO 1980-24 (sale of tickets to event hosted by volunteer entertainers).

All contributions made by a candidate to his or her committee, including candidate loans, and all loans guaranteed by the candidate, must be reported in accordance with 2 U.S.C. § 434(b)(2),(G). If a candidate or political committee obtains a loan from a permissible lending institution, the political committee must provide specific information set forth in 11 C.F.R.

§ 104.3(d)(1) and (2), including a certification from the lending institution that the borrowers' responses are accurate, and a copy of the loan agreement.

The Act provides that no person shall make a contribution in the name of another person or knowingly permit his or her name to be used to effect such a contribution and no person shall knowingly accept a contribution made by one person in the name of another person. 2 U.S.C. § 441f; 11 C.F.R. § 110.4(b). The Act requires that all disbursements made by a political committee (other than petty cash disbursements) be made by check drawn on the committee's designated account. 2 U.S.C. § 432(h)(2).

The Act explicitly provides that the Commission may find that violations are knowing and willful. 2 U.S.C. § 437g. The knowing and willful standard requires knowledge that one is violating the law. *Federal Election Commission v. John A. Dramesi for Congress Committee*, 640 F. Supp. 985 (D. N.J. 1986). A knowing and willful violation may be established by "proof that the defendant acted deliberately and with knowledge that the representation was false." *United States v. Hopkins*, 916 F.2d 207, 214 (5th Cir. 1990). An inference of a knowing and willful violation may be drawn "from the defendant's elaborate scheme for disguising" their actions and that they "deliberately conveyed information they knew to be false to the Federal Election Commission." *Id.* at 214-215. "It has long been recognized that 'efforts at concealment [may] be reasonably explainable only in terms of motivation to evade lawful obligations.'" *Id.* at 214, citing *Ingram v. United States*, 360 U.S. 672, 679 (1959).

III. FACTUAL ANALYSES

A. OVERVIEW OF CAMPAIGN

Oklahoma state senator Gene Stipe is the founder of the Stipe Law Firm, and owns or has owned numerous businesses, e.g. real estate development, newspapers, radio stations, oil and gas development. Walt Roberts is a former state representative and auctioneer. Senator Stipe and Walt Roberts are both long-time residents of McAlester, Oklahoma. Mr. Roberts has known Senator Stipe all his life. Roberts depo. at page 49. Senator Stipe encouraged Roberts to run for state office. Roberts depo. at p. 23-24. During his time in the Oklahoma state house, Roberts worked closely with Senator Stipe to pass specific legislation. Roberts depo. at p. 27. In 1996, Mr. Roberts was a paid staff member of state senator Stipe's re-election campaign. In 1997, Walt Roberts, along with Senator Stipe and his wife Agnes, purchased a building. They converted it to an auction house for Roberts' auction business. Mr. Roberts also resided on the premises.

Walt Roberts opened his Congressional campaign account on January 20, 1998. He signed and mailed his Statement of Candidacy on February 12, 1998. The candidate's Ethics in Government Act ("EIGA") statement, dated July 6, 1998, and his amended statement, dated October 9, 1998, disclose 1997 income of \$64,862 and income of \$17,251 for the first six months of 1998. The candidate's total reported assets consisted of the "Auction Building" valued at between \$50,001 and \$100,000 (but with a mortgage of between the same listed amounts) and horses valued at \$15,001 to \$50,000. In October 1998, the candidate amended his EIGA statement to include "artwork" he claimed to have sold at an auction for \$150,000.

When Mr. Roberts considered running for Congress, he paid a visit to Senator Stipe's home. Stipe depo. at pp. 99-100. Mr. Roberts sought feedback from the Senator about the idea of running for Congress. Senator Stipe offered his support.

The Roberts campaign began its operations in February 1998. From the campaign's inception in February until the campaign opened its own campaign office in April, the Stipe law office in McAlester served as the campaign headquarters.² The Stipe Law Firm's fax machine, copy machines, computers and video equipment were used during the campaign. Walt Robert's 1998 campaign schedule was created and maintained on the Stipe Law Firm's computer system.

According to former campaign staff, consultants and documents, Senator Stipe was involved in running the Roberts campaign. Mr. Stipe often acted through his assistant Charlene Spears.³ During 1998, Ms. Spears made decisions regarding campaign purchases, e.g., purchasing specific tee shirts. She gave campaign staff instructions, e.g., sending them to radio stations with copies of campaign ads. She handled some of the campaign's banking, e.g., ordering money orders for large campaign media purchases. According to Roberts campaign consultant Roger Lee, Senator Stipe and Charlene Spears ran the campaign. Another Stipe Law Firm employee, Deanna Coxsey, was also involved in the Roberts campaign, e.g., collecting and depositing campaign contributions and issuing and signing campaign checks.

² The Roberts campaign reports that in March 1998, it paid Ryan Hawkins for "office managing." The first reported campaign expense for office space was on April 14, 1998. There were no reported payments to the Stipe Law Firm.

³ According to Mr. Roberts, Ms. Spears had managed Senator Stipe's 1996 Senate campaign. Roberts depo. at p. 127-128.

According to former campaign staff in July 1998, after months of Ms. Spears and Senator Stipe challenging or interfering with campaign manager Michael Faust's decisions, he resigned.⁴ After Faust resigned, Ms. Spears was even more involved in the campaign. Upon Ms. Spears' recommendation, the Roberts campaign hired Anne Prather to manage the office and complete campaign disclosure reports.

Documents produced by various consultants substantiate the involvement of Senator Stipe and Ms. Spears in the Roberts campaign. The Roberts campaign's media placement firm sent an August, 1998 memorandum addressed only to "Senator Stipe." The memo regards "Walt Roberts Budgets-Revised." The memo informs the Senator that another \$100,000 will be needed to "complete the plan (as explained to us)." Other memoranda from Roberts' media consultant in Washington, DC are addressed to "Senator Stipe and Walt" and "Walt, Senator Stipe, Charlene [and others]." An August 25, 1998 memo from Roberts campaign consultant Strategy Source in DC seeks a "strategy meeting conference call with the consultants" as well as Walt Roberts and "the key figures in Oklahoma (Jason [McIntosh]⁵ Charlene [Spears], Senator Stipe, etc.)." Senator Stipe drafted two letters on behalf of Walt Robert's candidacy, at least one of which he sent to Roberts' media consultant in Washington, DC for review and comments.

Throughout 1998, Senator Stipe was involved in Walt Roberts' campaign events and

⁴ Campaign staff reported that Charlene Spears and Senator Stipe disagreed with many of the decisions of campaign manager Michael Faust. They often challenged and overruled Faust. After one heated discussion, Senator Stipe challenged Mr. Faust to a fistfight.

⁵ Mr. McIntosh advised the Roberts campaign on receiving contributions from PACs and, for a time, appears to have played a key role in the campaign.

strategy sessions. He made speeches on behalf of Walt Roberts.⁶ He attended the Walt Roberts campaign's "retreat" in Tulsa in late July of 1998. Roberts Dep. at p. 168. At the two day retreat, Roberts' consultants revealed poll results and discussed key issues. Senator Stipe was involved in the discussions, particularly regarding the way in which the district was split up. Roberts depo. at p. 460. Among the others in attendance was Senator Stipe's brother, Francis Stipe.⁷ Francis Stipe testified to a conversation in connection with the retreat in which he stated that more funds were needed to mount a serious challenge.

Roberts testified that at Stipe's law offices, Senator Stipe reviewed drafts scripts and videos for Roberts campaign advertisements. Roberts depo. at pp. 174-175. Roberts testified that Senator Stipe provided input on the ads. *Id.* at p. 174.

Senator Stipe's friend, business partner and political ally, former Oklahoma state Senator Jim E. Lane, was one of Mr. Roberts' advisors during the campaign. Mr. Roberts testified that Lane was "very valuable to" him in connection with the campaign because of the many connections he had in his former state Senate seat. Roberts depo. at p. 275-276. Lane drove Roberts to the locations within the district where Lane had political connections.⁸

Roberts garnered the most votes in the primary on August 25, won the runoff on September 15, but lost the general election on November 3, 1998.

⁶ Stipe was scheduled to fly to Washington, DC with Roberts in connection with the Roberts campaign. Senator Stipe's calendar entry for April 24 states "Gene in Washington with Walt." Mr. Roberts' calendar also indicates that Senator Stipe accompanied him. According to Senator Stipe, he did not take the trip. Instead, Democratic party co-chair Judy Goad accompanied Mr. Roberts.

⁷ Francis Stipe owned newspapers and radio stations, some in partnership with his brother Gene.

⁸ According to disclosure reports, Lane and his wife contributed \$2,000 each to the Roberts Committee.

B. ILLEGAL FUNDING OF ROBERTS CAMPAIGN

1. Overview

The investigation uncovered facts indicating that hundreds of thousands of dollars in contributions claimed to be from Walt Roberts' personal funds or contributions from various individuals, all actually came from other persons/sources: Senator Gene Stipe/the Stipe Law Firm, Senator Stipe's brother Francis, former state senator Jim Lane and former local party official Jim Smart. The investigation uncovered a concerted scheme by Walt Roberts, Gene Stipe, Charlene Spears and others to funnel funds into the Roberts campaign's account. Faced with a shortfall of contributions legally obtained, they made a deliberate decision to ignore the Act's limits. To obtain the funds required to meet their media budget, they fabricated transactions and agreements. In addition, beginning in April of 1998, Gene Stipe paid Walt Roberts' personal expenses, enabling Roberts to devote all his time to his campaign. The transactions at issue are summarized as follows:

Date	Amount	Reported Source	Actual Source	Through
April 8	\$20,500	Candidate's personal funds	Gene Stipe (\$20,000)	Jim Lane
April 8	\$15,000	Candidate's personal funds	Jim Smart	
August 7	\$67,500	Candidate's personal funds	Gene Stipe	
August 17	\$17,000	Candidate's personal funds	Stipe Law Firm/Gene Stipe	
August 19	\$55,000	Never Reported	Gene Stipe	
Sept. 1	\$50,000	Candidate's personal funds	Francis Stipe	McAlester Industrial
Sept.22	\$10,000	Candidate's personal funds	Various contributors (including Gene Stipe)	
Various times	\$10,790	Various indiv. Contributors	Gene Stipe	Various indiv. contributors
March -Dec.	\$37,070	Not reported	Gene Stipe	

Each of these transactions is analyzed in detail below.

2. \$35,500 Candidate Loan

In April 1998, Walt Roberts reported a \$35,500 loan to his campaign from "personal funds." The \$35,000 loan was the first major cash infusion of the campaign. According to Mr. Roberts' initial sworn response, the funds were derived from the sale of a number of items, including a horse trailer to Larry Yates for \$10,000, art work to Jim Smart, horses, equipment and from cash on hand. Sworn response of Walt Roberts, dated December 7, 1999. Although a number of explanations were offered in an attempt to establish that this really was Roberts' money, the investigation revealed that \$20,000 of the funds came from state senator Stipe, \$500 came from former state senator Jim Lane and \$15,000 came from 3rd Congressional district co-chair Jim Smart.⁹ Thus, none of the \$35,500 loaned to the campaign actually came from Roberts' personal funds.

a. Alleged Trailer and Real Estate Sales

Although Roberts never even mentioned Lane's name in his initial sworn response, Roberts later claimed that the \$20,500 of the \$35,500 he loaned to his campaign was from Mr. Lane and was for the sale of a horse trailer. Lane also claims that the funds were for the purchase of the trailer. Neither Lane nor Roberts produced any documentation related to the alleged sale, e.g. bill of sale. Both asserted that such documentation was never created.

Roberts described the circumstances leading up to the alleged sale as follows. He testified that the Democratic Congressional Campaign Committee ("DCCC") informed him that it would match contributions raised by the Roberts campaign. Shortly thereafter, Jim Lane came

⁹ In October of 2000, Mr. Smart was convicted of making an illegal bribe to an Oklahoma health department inspector.

by the campaign office. Roberts depo. at pp. 285-286.¹⁰ Mr. Roberts conveyed the DCCC's offer to Lane. Roberts also told Lane that if he had anything he could sell, he would liquidate it and put the money in his campaign. Roberts testified:

So, Jimmy [Lane] said, Well, do you have anything you can sell? And I said, I've got a really nice 20-foot aluminum stock trailer out there at the house that I don't even need... And he said, What do you want for it? I said, I want \$20,000 for it. That's what I want for it. And he never asked me what it was worth... And he said, Well, I'll just—I'll—why don't I buy it... So, he told me, he said, Well, give me a couple of days and let me see if I can get the money. I'll bring you a check for it.

Roberts depo. at pp. 287-288.

Lane's testimony was to the contrary. Lane testified that he purchased the trailer because he had decided to go into the cattle business. He also testified that Mr. Roberts did not tell him he needed the money for his campaign.

Roberts testified that he believed that the trailer for which he claims to have received \$20,500 was a recent model. Roberts depo. at p. 294. This Office independently obtained from the trailer dealer documents that show that in March of 1998, Mr. Roberts owned a 1989 trailer.¹¹ Moreover, Mr. Roberts paid only \$6,500 for the trailer the year before in 1997. After this Office showed Mr. Roberts the documents, he acknowledged that the trailer that he allegedly sold to Mr. Lane was the 1989 model. Thus, at the time that Mr. Lane allegedly purchased the trailer it was

¹⁰ Mr. Roberts stated that he later learned that he had been misled by the DCCC regarding that offer. Roberts depo. at p. 285.

¹¹ This Office repeatedly sought documents related to Mr. Roberts' acquisition of the trailer that he allegedly sold to Mr. Lane. He finally produced copies of two invoices, but they were for trailers purchased *after* the sale at issue. Those invoices had been faxed from the trailer company to Mr. Roberts on May 30, 2000. In response to the request from this office, on July 20, 2000, the same trailer company faxed this Office four invoices, one of which was the trailer Mr. Roberts owned in March of 1998.

nine years old. And Mr. Roberts claims to have sold the trailer that cost him \$6,500 in 1997 to Mr. Lane for \$20,000 in 1998.

Adding to the lack of credibility that this was a legitimate sale is the fact that Mr. Lane never took possession of any trailer owned by Mr. Roberts. To justify the fact that he did not take possession of any trailer, Lane contends that he paid for the trailer without inspecting it and about ten days after paying Roberts \$20,500, he discovered that it was a "gooseneck" trailer and would not hitch to his truck. Lane also determined that the trailer was not in the condition he had expected. Furthermore, Lane claims that he had changed his mind about going into the cattle business, because, he contends, the market had taken a downturn. Lane testified that he requested that Roberts refund the \$20,500. But Roberts had already deposited the \$20,500 in his campaign account and did not want to make a refund. Roberts and Lane both attempted to explain the failure to ever refund the \$20,500 by claiming that they agreed that Lane would accept three of Roberts' sculptures in exchange for the \$20,500. Roberts asserts that he initially provided two sculptures to Lane in 1998. At his June 2000 deposition, Lane admitted that he had never received the third sculpture, the racehorse, which, according to Roberts' documents, was by far the most valuable piece. At his deposition in January of 2001, Mr. Roberts first asserted that he had given Mr. Lane all the sculptures, saying : "I don't owe him any artwork." Roberts depo. at p. 292. But then Roberts stated "I may owe him one of those racehorse [sic]." *Id.* When asked why, after almost three years, Mr. Roberts had not given Mr. Lane the sculpture, Roberts stated "he [Lane] never pressured me for it."¹²

¹² Mr. Roberts also stated that "it takes a long time for casting." *Id.* at p. 293. But he was unsure if he had even ordered Lane's racehorse sculpture from the foundry. *Id.*

Despite the claimed problems with the trailer and the sale, Mr. Lane went on to assist Mr. Roberts in his campaign. Roberts depo. at 299. Mr. Lane drove the candidate to numerous events throughout the district. Mr. Lane also introduced the candidate to key persons within the district where Lane had served as state senator.

In sum, there is no persuasive evidence that the \$20,500 payment was ever intended to be for a trailer sale. The testimony of those involved is not credible, e.g., the assertion that Mr. Roberts sold the trailer to a person involved in his campaign for far in excess of what he paid for it the year before, the claim that Mr. Lane decided to rescind the sale but then, as Mr. Roberts had spent the funds on his campaign, agreed to trade it for art. This would make the transfer of the \$20,500 to Roberts a contribution.

The question then becomes whether Lane himself was even the source of this contribution. The evidence gathered demonstrates that Senator Gene Stipe was the actual source of \$20,000 of the \$20,500 that Lane gave to Roberts. Senator Stipe obtained the money through a bank loan. The bank issued the funds to Senator Stipe in a money order dated April 6, 1998. It was then endorsed to Mr. Lane. Lane deposited the \$20,000 on April 8, 1998. Although Lane's check to Roberts was dated March 29, 1998, and the deposit slip which included Walt Roberts' loan to his campaign was dated March 31, 1998, Roberts did not make this deposit until April 8, 1998, and put it in his campaign the same day.¹³ This was the same day Lane received the funds from Senator Stipe.

Senator Stipe's "General Ledger" indicates that throughout 1998 the \$20,000 was treated as a loan from Stipe to Lane. It was part of a pattern of what were characterized on Stipe's

¹³ Mr. Roberts deposited Mr. Lane's check in his business account on April 8, and then issued a check to his campaign and deposited it that same day. Without the funds from Lane/Stipe, Mr. Roberts' personal and business account did not have sufficient funds to cover the loan to his campaign.

"General Ledger" as "loans" to Lane. The loans totaled \$84,481 by the end of 1998.¹⁴ On December 31, 1999, shortly after notification of the Commission's findings was sent to the respondents, Senator Stipe's "General Ledger" was amended. An "Adjusting Journal Entry" memo indicates that the payments were actually for Stipe's purchase of property. The property was allegedly purchased in June 1997. The "Adjusting Journal Entry" states that the payments were recorded as loans "in error."

In contrast to what was stated for approximately two years on the general ledger, but consistent with the 1999 changes to the ledger, both Senator Stipe and Mr. Lane have testified that the \$20,000 payment from Stipe to Lane in early April was for the sale of land. The respondents have presented a warranty deed, dated June 6, 1997. The land allegedly was sold for \$100,000. The respondents' belated assertions are not credible and are not supported by the evidence.

First, there is no sales contract or written agreement for this alleged \$100,000 purchase setting forth any sales price or payment plan.

Second, the respondents have asserted that this June 1997 deed reflects the change in ownership of the property Lane allegedly sold to Stipe in April 1998. But the June 1997 deed indicates that Stipe purchased the land identified in the document from Bivco, an Oklahoma corporation, not Lane. Neither Stipe nor Lane was able to offer a credible explanation for why

¹⁴ The payments to Mr. Lane were made as follows: \$16,000 on January 1, 1997, \$20,000 on June 12, 1997, \$20,000 on April 15, 1998, \$10,000 on May 4, 1998, \$3,500 on September 1, 1998, \$4,980 on September 3, 1998, \$5,000 on October 6, 1998 and \$5,000 on October 12, 1998.

Stipe issued the payment to Lane rather than to Bivco.¹⁵

Third, Mr. Lane's testimony about the alleged land sale and the payments was contradictory. Lane initially testified as follows: "I had a piece of land that I was selling." I said [to Roberts] if I got it sold, I would buy it [the trailer]. And I got it sold and bought it..." Lane depo. at p. 96. Lane also testified that the \$20,000 received in April 1998 was the down-payment. Several moments later in his deposition, however, Mr. Lane claimed that he had a sales agreement on the land *prior* to April 1998, and that he had received the down payment in September of 1997. *Id.* at pp. 97-100.¹⁶

In summary, in an effort to demonstrate that the funds that were funneled through Lane and to Roberts' campaign was not a contribution, the respondents offered contradictory stories that are not substantiated by any documentation. They have attempted to explain the payment from Lane to Roberts as related to a sale of a trailer that fell through, that was then re-negotiated as a barter of three of Roberts' sculptures. Regarding the source of most of Lane's \$20,500 payment to Roberts—Gene Stipe's \$20,000-- the respondents have offered no credible testimony. Although for roughly a two year period, the funds were identified on Senator Stipe's accounting ledgers as loans that he made to Lane, the respondents now claim that the \$20,000 payment represents a real estate sale. The information at hand, however, indicates that Senator Stipe funneled \$20,000 through Mr. Lane for the purpose of funding Roberts campaign. In addition,

¹⁵ According to the corporate documents produced, Bivco's owners are Gene Stipe, Jim Lane and Max Young. Bivco's documents indicate that each owner has a 1/3 interest. Mr. Lane claimed that he owned all the stock in Bivco in 1998. Lane depo. at page 132. No documentation was produced that would substantiate that assertion. And Senator Stipe stated that he believed he still had an interest in Bivco. Stipe depo. at p. 162-163.

¹⁶ There are also problems with Lane's assertion that the land sale occurred in September of 1997. According to Stipe's "General Ledger," Stipe paid Lane \$16,000 on or before January 1, 1997. See fn. 1. This is before the alleged sale even occurred.

Roberts close relationship with Gene Stipe and Jim Lane, and their involvement in the campaign, makes it highly likely that Roberts was aware that Gene Stipe was the source of the funds and that it was funneled through Lane.

b. Alleged Sale of Horses and/or Sculptures

The evidence demonstrates that the remaining \$15,000 used for Roberts' \$35,500 loan was actually a contribution from Jim Smart and not Roberts' personal funds. Jim Smart was co-chair of the 3rd Congressional District Democratic committee. The Roberts campaign included Mr. Smart on its campaign endorsement list. In 1998, Smart owned a number of nursing homes throughout the state, and a cattle ranch. Smart reportedly contributed \$500 to Mr. Roberts on March 11, 1998. Roberts testified that Smart "was well-connected in that -- that part of the district where I was weak and he had money, and so it was advantageous for me to--to try to--you know, try to get him to be a supporter of mine, and he was." Roberts depo. at pp. 314-315.

Jim Smart issued two checks to Mr. Roberts totaling \$15,000. Smart wrote one of the \$7,500 checks on his personal account, dated March 26, 1998, made payable to Walt Roberts. Smart wrote the other \$7,500 check, dated March 30, 1998, on his "ranch" account (J&S Ranch) made payable to Roberts Auction house. Walt Roberts' initial and follow up response to the Commission's Subpoena stated that the entire \$15,000 was for artwork sold to Jim Smart. See Roberts' sworn responses of December 7, 1999, and February 24, 2000. Neither Messrs. Roberts nor Smart were able to produce any documentation related to these alleged transactions other than the checks themselves and corresponding bank statements. Thus, there are no sales contracts, invoices/bills of sales, etc.

Indeed, even the testimonies of Messrs. Roberts and Smart differ from each other as to the purpose of the checks, and Mr. Roberts' live testimony differs from his written sworn

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response. Mr. Smart states that one \$7,500 check was for horses and the other \$7,500 check was for a horse wagon and equipment. Smart makes no mention of artwork at all. Roberts, however, testified that one check was for sculptures that he sold to Mr. Smart, and the other was for horses and equipment. Roberts depo. at pp. 310, 311 and 321. Roberts was unsure whether he ever reported or paid tax on the sculptures that he allegedly sold. While both agreed that at least part of the sale involved horses, their testimonies regarding the number of horses conflicted. Smart states that he purchased four horses, but Roberts indicated that it was only two. Roberts depo. at p. 318.

The testimonies regarding the circumstances leading up to the sales also differed drastically. Smart states that Mr. Roberts called and asked to meet him and informed him that he was running for Congress. Smart acknowledges that he was aware that Roberts needed money for his campaign. In fact, Smart indicates that Roberts asked him for a contribution when he met with him and told him that he was running for Congress. Smart states that he believed that during this first meeting they also discussed horses. Smart informed Roberts that he had just lost a riding horse. Roberts told Smart about a riding horse that Roberts allegedly had on his ranch. According to Smart, he then sent his "horse expert," Jim Sneed, and Smart's "top farm hand," Matt Rose, to inspect the horse and estimate the value. Sneed and Rose thought the riding horse was "too spirited."¹⁷ But Sneed recommended to Mr. Smart some draft or Clydesdale-type horses and a wagon and other equipment he saw on Roberts' ranch. When Roberts later called, Smart allegedly informed Roberts him that he was not interested in the riding horse, but was interested in these other horses and equipment. Mr. Sneed estimated the horses and equipment to

¹⁷ While Mr. Smart initially indicated that he was interested in a single horse, he later asserted that it was two horses that he asked his men to inspect at Roberts' ranch.

be worth in excess of \$15,000. Smart asserts that he negotiated with Roberts on prices for the horse and equipment.

Roberts' story is quite different. He testified that while campaigning near Mr. Smart's part of the district, he passed an automobile dealership owned by Smart. He noticed an expensive car he thought belonged to Mr. Smart and so he decided to stop by the dealership. Roberts depo. at pp. 311-312. Roberts and Smart first discussed the campaign. Later the conversation turned to horses, and Roberts informed Smart that he had draft horses. Roberts testified that he agreed to sell the draft horses and equipment for \$7,500, and that Smart agreed to buy them on the spot. *Id.* at 310-311. Roberts stated that Smart not only agreed to purchase the horses and equipment that day at the Ford dealership but that he also paid Roberts that day. *Id.* at 323-324. Roberts claims that Mr. Sneed undertook a post-purchase inspection.

Roberts testified that Smart also purchased sculptures from him that day at the Ford dealership. Roberts contends that he had the sculptures with him in his car that day and gave them to Smart. Roberts depo. at p. 327-328. He testified that he may have told Smart he was selling the sculptures to put money in his campaign. Roberts depo at p. 316.

There is no contemporaneous documentary evidence that Mr. Smart received anything in exchange for the \$15,000 he gave to Mr. Roberts. The testimony of Mr. Roberts differs completely from that of Mr. Smart regarding the very purpose of the funds. And the information provided by each of them regarding the purchases also differs drastically. Given Mr. Smart's role within the Democratic party and the completely conflicting and inconsistent assertions regarding the purpose and circumstances related to the \$15,000, the evidence demonstrates that

the funds were provided to Roberts as a contribution to his Congressional campaign and not for any legitimate business transaction.¹⁸

3. \$67,500 "Cattle" Loan (From Gene Stipe)

In early August 1998, Gene Stipe provided Walt Roberts with \$67,500 that was immediately used for campaign media. Roberts reported the \$67,500 as a loan to the Committee and that it was derived from "personal funds." By the third week in August, the press had repeatedly questioned Roberts about the legality and source of the funds. Roberts asserted that he raised the funds through the sale of cattle and publicly denied that Senator Stipe was the source. The Commission's investigation revealed that there was no cattle sale in early August 1998 and that Stipe gave Roberts the funds to purchase campaign ads. As discussed in detail below, during this investigation, the respondents provided the Commission with contradictory testimony about the \$67,500 payment.

The Roberts campaign reported a \$67,500 loan on August 7, 1998 from Walt Roberts' "personal funds." In response to inquiries from the Commission's Reports Analysis Division ("RAD") about the \$67,500 loan, the Committee reported that "[t]he candidate used personal funds only to fund the loan from himself to the campaign." Complaint at Exhibit 8.

When responding to the Commission's findings, Roberts and Gene Stipe admitted that there were no documents related to the alleged \$67,500 cattle sale other than the check from Senator Stipe, his check to the campaign, and the corresponding bank statements. In their initial, sworn, written statements, Roberts and Stipe claimed that Stipe agreed to buy 68 head of cattle from Roberts, but the sale fell through. In a story that bears a striking resemblance to the

¹⁸ Chronologically, the next known transaction at issue occurred in March 1998, when Gene Stipe's funds were used to reimburse \$3,000 in contributions to law firm staff. The factual analysis of the transactions is addressed below in Section 9.

testimony regarding the alleged sale of a trailer to former state Senator Lane, *see supra* pp. 12-17, Senator Stipe's response claimed that sometime after the cattle arrived, he sent Lane, "a close friend," to inspect the cattle. Lane discovered that they were "longhorn cattle," a type of cattle that he claims to have known that Senator Stipe did not want. Stipe claimed to have asked for his money back. Signed statements of Senator Stipe, dated December 3, 1999 and January 14, 2000. Because Roberts had used the funds on the campaign, however, he could not refund Stipe at that time. After several inquiries from this Office, Roberts finally admitted that he did not own the cattle that was supposed to be sold to Gene Stipe. Still later, after further clarification was sought, Roberts swore that he did not purchase *any* cattle in 1998. Roberts sworn response dated February 9, 2000. Stipe and Roberts state that Roberts refunded the \$67,500 to Stipe on September 23, 1998. The respondents produced a copy of the check from Walt Roberts' personal account issued to Gene Stipe in the amount of \$67,500.¹⁹

During their depositions, Mr. Roberts and Senator Stipe provided a story that conflicts completely with their sworn written statements. Roberts testified that Gene Stipe called him into his law firm office and requested that he buy some cattle for Stipe's ranch. Roberts depo. at p. 369-370. Stipe and Roberts claim that Roberts misled Stipe, and spent the money Stipe gave him for cattle on campaign media. Roberts testified that he informed Stipe that the cattle would cost \$67,500 "[b]ecause I needed the money to put in the campaign, that's just the honest truth." *Id.* at 371. He also stated that when he asked Senator Stipe's secretary Charlene Spears for \$67,500 Roberts "probably" knew that he needed just that amount for a media buy. *Id.* at p. 402. At a different point in his testimony, however, Roberts asserted that when he accepted the money: "I did not intend to spend the \$67,500 in the campaign," and that on the day he received

¹⁹ The manner in which he raised the funds for the refund is discussed below in section 8.

the \$67,500 from Stipe, he set out to purchase cattle to fulfill the sale. *Id.* at p. 371. Roberts claims to have ordered the cattle from Fort Worth, Texas. Roberts depo. at p. 372 and 401.

Roberts testified that he could not pay for the cattle when it arrived from Texas because he had already spent the \$67,500 on his campaign media. So, Roberts testified, he went to Charlene Spears, explained that he had spent the \$67,500 on the campaign, and that Spears obtained an additional \$60,900 from Senator Stipe's funds without Stipe's prior knowledge or consent. Roberts depo. at p. 374. Respondents produced copies of two cashier's checks totaling \$60,900 (one for \$40,900 and the other for \$20,000), dated August 27, 1998, which they claim were used to pay for the cattle. Roberts asserts that it was only later that he informed Stipe that he had used the \$67,500 in his campaign. *Id.* at p. 418.

Roberts' assertions about the cattle purchase for \$60,900 are inconsistent with the other evidence gathered. In contrast to Mr. Roberts, the individual who sold most of the cattle to Stipe (Charles Dooley) states that payment was received prior to when the cattle were shipped.²⁰ This conflicts with Roberts' assertion that the cattle were paid for only after it had arrived from Texas. Moreover, Mr. Roberts' claim that he ordered the cattle when he received the \$67,500 check from Stipe in early August conflicts with Mr. Dooley's assertions and the documentation.²¹ Dooley stated that the cattle were shipped within days of when the order was placed. The

²⁰ Mr. Dooley produced documentation indicating that he sold Roberts 63 cattle at \$650 per head for \$40,900. This price is consistent with the average price of Texas cattle in 1998 at \$540 per head. This casts further doubt on respondents' initial assertions that the \$67,500 was for 68 head of cattle. Respondents assert that the other \$20,000 was also used to purchase cattle. They claim that the funds were given to a cattle dealer from Texas named Jim Currie. This also conflicts with the respondents' initial assertions that they purchased 68 head of cattle.

²¹ According to Roberts' initial testimony, the cattle came in four days after he ordered them *Id.* at p. 373. But later in his deposition, when shown copies of bank records reflecting that another \$60,900 in Stipe's funds was withdrawn on August 27, Roberts stated that the cattle did not come in until those funds were withdrawn and that the cattle that was actually purchased cost \$60,900. Roberts depo. at p. 424. In an apparent attempt to back away from his earlier statement that it takes only a day or two to put the cattle together, Roberts asserted that "it takes time to find" the cattle. Roberts depo. at p. 600.

documentation indicates that the cashier's checks were purchased on August 27, 1998, and the cattle were shipped on September 5, 1998. This means that the cattle were not ordered and paid for until sometime in late August 1998. This time frame is significant because it is after the press began raising questions about the source and legality of the \$67,500 reported candidate loan and Roberts publicly claimed it was payment for a cattle sale. *See Tulsa World*, "Candidate Explains Financing," dated August 22, 1998. Thus, there is strong circumstantial evidence that the actual cattle purchase for \$60,900 was undertaken in an attempt to make the earlier \$67,500 payment appear to be a legitimate cattle sale rather than an illegal contribution to the Roberts' campaign.

In any case, Roberts admitted that the \$67,500 he deposited in his campaign and reported as a loan was not his own money. He also admitted that he knew that he could not accept that much money for his campaign from another person. Roberts depo. at p. 386. He testified that he had been advised of the federal limitations on contributions to \$1,000 per election. *Id.* at p. 154. Roberts contends that because he was planning on paying Stipe back, he did not realize it was a campaign violation to take Stipe's money and spend it on his campaign. *Id.* at p. 373. Roberts admitted that his sworn statements asserting that Stipe demanded a refund of the \$67,500 because the cattle were not acceptable, and that he never completed the proposed sale were inaccurate. *Id.* at p. 399-400.

Senator Stipe denies knowing that Roberts spent the \$67,500 on his campaign, and denies knowing in advance about the late August 1998 cattle purchase for \$60,900. But the evidence gathered during this investigation contradicts Stipe's claims.

First, the evidence shows that Stipe was aware that the \$67,500 was for the campaign. By early August 1998, the first Walt Roberts' campaign television commercials were in the works. On the evening when the ads were filmed, Walt Robert, Senator Stipe and Charlene Spears

attended a dinner with DC media consultant Dane Strother. The dinner was held at the location where the ads were filmed (Roberts' family home). Mr. Roberts testified that Senator Stipe was "there – he came to that dinner that night you know, and he knew that I was, you know, cutting a radio or televisions ads" (sic). Roberts depo. at p. 421.²² Shortly thereafter, Gene Stipe instructed Ms. Spears to issue the \$67,500 check to Roberts. Four days later, on August 14th, LUC issued a memo –addressed only to "Senator Stipe." The memo states that it was regarding "Walt Roberts Budgets- Revised" The memo enclosed a listing of TV, Radio, and Cable activity that had been placed to date, beginning on August 11, 1998. The totals in the memo included \$60,000 for television and \$7,000 for cable.²³ LUC's memo provided Gene Stipe with a detailed listing of the advertisements, which were financed mainly with Stipe's \$67,500.

Second, the evidence indicates that Senator Stipe participated in the \$60,900 cattle purchase in late August that was undertaken in an attempt to make the \$67,500 appear legitimate. Senator Stipe claims that he did not learn that Roberts had spent the \$67,500 on something other than cattle until sometime after Ms. Spears had used Stipe's \$60,900 to pay for the cattle that was actually delivered. Stipe depo. at pp. 190-193. When asked about the \$60,900 purchase, Stipe testified that "obviously, I wasn't involved in it." *Id.* at p. 207. But the cashier's checks, which were obtained only after Senator Stipe's deposition, are issued to and signed by "Gene Stipe." Moreover, the signature on the backs of the cashier's checks closely resembles the signature on Gene Stipe's subpoena response.

²² During his deposition, Senator Stipe asserted that he did not recall being present at the dinner. Gene Stipe depo. at p. 84. Consequently, this Office was not able to ask Senator Stipe any further questions about what was discussed at the dinner, i.e., about the ads that were filmed that day. When he reviewed his deposition transcript, Mr. Stipe attempted to change his testimony and stated that he later remembered being there. *Id.*

²³ The memo listed radio buys as totaling \$9,000. The campaign had wired \$9,000 to LUC on August 13, 1998.

Senator Stipe's deposition testimony conflicts with his sworn written statements. In his written statements, he averred that the \$67,500 cattle transaction with Roberts was rescinded and the money was refunded because the cattle were longhorn. Yet at his deposition, he testified that he knew that Roberts had used the \$67,500 on something other than cattle either "several days" after the issuance of the August 27, 1998 cashier's checks totaling \$60,900, or after Roberts refunded the \$67,500 on September 23, 1998. *Id.* at 192. When questioned about the inconsistency between his written statement and this testimony, Stipe at first attempted to retract that deposition testimony, asserting that he did not know about the \$60,900 purchase of cattle when he submitted the sworn statement in December of 1999. He stated "I think that's what I thought the truth was at the time" he submitted the signed statement. *Id.* at p. 218 and 220. In the end, however, Senator Stipe admitted that he knew *before* he submitted his signed statement that Roberts had used the \$67,500 on something other than cattle before November of 1998. *Id.* at 225. Finally, Senator Stipe's live testimony conflicts with his written response to a request for clarification from this Office, in which he swore that the \$67,500 sale was the *only* cattle transaction he undertook with Roberts during 1998.²⁴

Like Walt Roberts and Senator Stipe, Charlene Spears made contradictory assertions about the \$67,500. Ms. Spears, who was deposed prior to Walt Roberts and Senator Stipe, testified consistently with the written statements submitted by them, i.e., at Senator Stipe's direction, she issued the \$67,500 check to Mr. Roberts for this purported purchase of cattle, but

²⁴ In response to a request for a more precise answer to the Commission's interrogatory regarding *any* cattle sales involving Mr. Roberts in 1998, Senator Stipe averred that "[o]ther than the cattle purchase [for \$67,500], I was not involved in any cattle purchases and/or sales with Walt Roberts during 1998. Sworn Response of Gene Stipe, signed January 14, 2000 (emphasis added).

the cattle were unacceptable to Stipe because they were longhorns. Spears depo at p. 235.²⁵ But after her deposition, and just when Roberts and Stipe were about to be deposed, Ms. Spears submitted a written statement attempting to alter her testimony, presenting claims that match those told by Walt Roberts and Senator Stipe at their deposition, i.e., that Roberts spent the \$67,500 on the campaign, and she then obtained funds totaling \$60,900 from Stipe's account without Stipe's knowledge.²⁶

In sum, this Office uncovered evidence that state Senator Stipe, who was deeply involved in the Roberts campaign and its then upcoming media purchases, authorized a contribution in the form of a \$67,500 check to Walt Roberts, dated August 6, 1998. The Roberts campaign immediately spent the exact amount on campaign media buys. While Gene Stipe also ultimately purchased cattle in 1998 through Walt Roberts, the first documentary evidence of the purchase are cashier's checks dated August 27, 1998. This late August 1998 cattle purchase was undertaken only after widespread media questions focused on the source and legality of the \$67,500 reported candidate loan. Moreover, in an apparent effort to cover up the activities, the respondents testified falsely regarding the cattle purchases. Indeed, the initial claim that Senator Stipe requested his money back because the cattle were longhorn but that Roberts had already spent the funds is strikingly similar to Jim Lane's claim regarding the claimed trailer sale -- that Mr. Lane demanded a refund because, among other things, the trailer was not what he expected, but that Roberts had already spent the money.

²⁵ During her deposition, Ms. Spears kept referring to the payment as a "loan" from Senator Stipe to Mr. Roberts. See Spears depo. at pp. 244 and 247. After counsel pointed out to Ms. Spears that she was characterizing the payment as a loan, she stated that Stipe "did not loan him [Roberts] any money." *Id* at p. 248.

²⁶ The signed statement containing these new claims was delivered to representatives of this Office on the first day of Mr. Roberts' deposition in Oklahoma.

4. \$17,000 "Candidate" Loan (from Stipe Law Firm)

Just eleven days after Senator Stipe authorized the \$67,500 check to Mr. Roberts, he issued a \$17,000 check to Mr. Roberts on the account of the Stipe Law Firm. The respondents assert that this was payment for advertising services, but there is no evidence Roberts provided any services.

The \$17,000 check was dated August 17, 1998. The check was signed by Gene Stipe. Walt Roberts deposited the \$17,000 in his auction house account that same day. Also on that same day, Walt Roberts issued a \$17,000 check from his auction house account to his campaign. That check, along with a number of contributions from Stipe Law Firm attorneys, relatives, and \$1,950 in contributions reportedly from law firm staff but actually funded with Stipe's cash,²⁷ was deposited in the campaign account that day on the same deposit slip. Together the contributions totaled \$24,870, \$18,950, of which was from Stipe/the Stipe Law Firm. That same day, the Roberts campaign wired \$25,000 to LUC media for advertising. The Roberts' campaign's bank statement shows that just five days earlier the campaign had only about \$6,000 in funds, so without the \$25,000 deposit it could not have paid for the advertising. The timing of the \$25,000 wire to LUC makes it highly likely that this payment was in response to LUC's memo dated three days earlier, seeking another \$100,000 to "complete the plan." As discussed above, that memo was addressed to "Senator Stipe."

Roberts claims that the \$17,000 was for advertising services he provided to the Stipe Law Firm.²⁸ Roberts' written sworn response claimed that he "agreed with the partners of the Stipe

²⁷ The two contributions which were admittedly reimbursed with Gene Stipe's funds were from Cynthia Montgomery (\$970) and Gloria Ervin (\$980).

²⁸ In press reports, Roberts reportedly claimed the funds came from earnings earlier in the year from business transactions such as the sale of artwork. Complaint at Exhibit 4.

Law Firm to assist them in any way he could with their public relations and advertising efforts to promote the firm and to attract new business.” Roberts’ response dated, February 24, 2000. This would include Roberts’ “promotions connected with his auctions, radio and/or television advertising, performing and acting as spokesperson for the firm” *Id.*

At his deposition, Roberts testified that he approached Gene Stipe and asked him “if he would advance me any money” for undertaking some advertising for the law firm. Roberts depo. at p. 230. Stipe agreed to talk to the law firm, and asked how much Roberts wanted. *Id.* Roberts told Stipe he needed \$17,000. *Id.* at 231. When Roberts was asked how he could have time to provide such services in the midst of his campaign, he said “I never have done it. To this day, I haven’t done it. I will. I mean, I’m still—I’m still—I’m still bound to doing it.” *Id.* He testified that there was no set date for when he must complete the work. *Id.* at p. 231-232. Roberts claimed that, prior to receiving this check, he had created radio advertisements and made announcements for the firm on his radio auction show for which he was not paid because he “never did ask them for any money.” *Id.* at pp. 232-234. Roberts testified that the amount the firm allegedly owed him for prior work “didn’t add up to that [\$17,000] figure.” *Id.* at p. 234. Roberts admitted that he needed \$17,000 for “one of those media buys” and that he asked Mr. Stipe “if he would help me out” Roberts depo. at pp. 231 and 234. But Roberts claims that when asking Stipe for help, he “never mentioned the campaign.” *Id.* at p. 234.²⁹

In response to the Commission’s subpoena, the Stipe Law Firm provided a copy of a tax form 1099, reporting the \$17,000 payment to Roberts. In response to additional inquiries, Roberts stated “there are no documents relating to the \$17,000 payment” other than those already

²⁹ Although Gene Stipe and his brother Francis owned one of the stations where the ads were allegedly created or aired, counsel could not produce any records related to the creation or airing of such ads.

discussed. Despite repeated requests, the respondents have not been able to produce any documents related to Roberts' alleged work product.

Senator Stipe testified that Roberts informed him that the firm owed Roberts some money for advertising work he had previously done, and that Roberts asked Stipe for \$17,000. Roberts "estimated \$17,000, but he said that if.. if... if we didn't owe him \$17,000, he would make it up by doing additional work. And that way—that way, we settled the argument." Stipe depo. at pp. 227-228. Senator Stipe asserted that Roberts had undertaken a number of ads for the firm prior to when he paid Roberts the \$17,000. *Id.* at pp. 229-230. He believes that he viewed the ads at Roberts' apartment. *Id.* at 230. Stipe claims that he does not know where the ads were created or where they aired. *Id.* at 231. He said "that wasn't discussed." *Id.* Stipe was not sure whether Roberts had ever undertaken any of the work after receiving the \$17,000 payment. *Id.* at p. 232.

Senator Stipe testified that he does not think that the \$17,000 check, dated August 17, 1998, had anything to do with the primary election that was held on August 25, 1998. Stipe depo at pp. 233-234. Stipe claims that there was no discussion about using this money for the Roberts campaign. *Id.* at p. 234. He asserted that it did "not particularly" occur to him that Roberts was planning on using this money on his campaign. *Id.* at p. 234.

The facts gathered indicate that Mr. Stipe, who was involved in running the Roberts campaign and had just three days earlier been the intended recipient of a memo from LUC media stating that the Roberts campaign needed another \$100,000 to "complete the plan" issued a \$17,000 law firm check to Walt Roberts just prior to the primary that was deposited the same time as contributions reimbursed, totaling \$1,950, that were reimbursed with Gene Stipe's cash. Roberts testified that the funds were, at least in part, an "advance" for work he never completed. There is no documentary evidence that Walt Roberts provided *any* services to the Stipe Law Firm

in exchange for the \$17,000. Neither Stipe nor Roberts could provide any details about the services that Roberts provided, or was to provide. The claimed verbal agreement regarding services appears to be nothing more than a way to funnel funds to the Roberts campaign for a specific media purchase.

5. \$55,000 Unreported Payment (From Alleged Option Contract with Gene Stipe)

On August 19, roughly two weeks after Gene Stipe authorized a \$67,500 payment to Roberts, and just two days after Stipe authorized a \$17,000 payment from the Stipe Law Firm, Stipe provided yet another \$70,000 to Walt Roberts. A total of \$55,000 of the \$70,000 was used on the campaign in the days prior to the primary election on August 25, 1998. The respondents assert that the \$70,000 payment was part of a legitimate contract, but the sum of the evidence indicates that it was one more in a series of fabricated transactions.

Senator Stipe issued the \$70,000 bank check to Roberts on August 19, 1998. The deposit slip indicates that the \$70,000 was deposited in Roberts' auction house account at 2:30 p.m. On the deposit slip is typed "o'ride by supervisor." Five minutes later, at 2:35 p.m., \$55,000 was wired out of Roberts' auction house account. The deposit slip contains a hand-written note stating "Charlene/per John Freeman."³⁰ The "Charlene" on the document is an apparent reference to Charlene Spears. Roberts wired \$37,000 to LUC, the media placement firm, and \$18,000 to the firm that handled Roberts' direct mail.

The \$55,000 -- used for crucial campaign purposes just before the primary election -- was never reported and never deposited in the campaign's account. By that time, the Roberts campaign had reported that the candidate allegedly used personal funds of \$67,500 on his

³⁰ Mr. Freeman was the president of the bank in which the transaction took place (the Bank N.A.).

campaign. By never disclosing the receipt of this additional \$55,000 -- which also came from Gene Stipe -- the Roberts campaign avoided further questions by the press. Roberts could not explain why the funds were not deposited in his campaign account. Roberts depo. at p. 435.

When asked if the funds were not deposited in his campaign account to avoid questions raised about such a large amount of funds received, Roberts replied "Oh, I don't think there was any intent to do that. I don't—but I don't remember." Roberts depo at p. 436.

Roberts and Stipe aver that the \$70,000 payment was part of an "Option Contract" (or "contract") between them. The alleged contract purports to relate to artwork created and to be created by Mr. Roberts. The document setting forth the terms of the alleged contract is four hand-written pages, written by Roberts' attorney in this matter, G. Michael Blessington. Mr. Blessington operates out of the Stipe Law Firm, and provides services to that firm. The last page of the document is signed by Messrs. Stipe and Roberts. There are no witnesses identified on the contract, e.g., a notary. The first page of the hand-written document contains a place for a date to be entered. The December 12, 1997 date that was entered appears to be different hand-writing.

There are numerous problems with the facts related to the document and vast inconsistencies between the terms of the document and the facts at issue. Most problematic, there are no documents to substantiate when this purported contract was created or when the "option" provided in it was exercised. These problems and inconsistencies call into question the legitimacy of the alleged contract. For example:

- The document purports to give Stipe a one-half interest in Roberts' artwork then in existence and to all art created over the ten-years after execution. In exchange, once Stipe exercises the option, he would pay Roberts \$350,000 over a ten year period in installments of at least \$35,000 per year. Senator Stipe testified that he entered this alleged agreement because he thinks he will make money out of it. Stipe depo. at 258. But Stipe has *never* received *any* funds from Roberts pursuant to the contract related to Roberts' art sales (including the sculptures Roberts sold

in 1998 for almost \$150,000). Roberts admits that he did not adhere to the terms of the alleged agreement. Roberts depo. at p. 223. Roberts did not inform Stipe of what, if any, art he sold. And Stipe never asked. Although Roberts never paid Stipe his portion of any funds related to art sales, Stipe continued to pay Roberts at least \$35,000 a year in 1999-2000.

- The document requires Stipe to pay Roberts \$1,000 upon its execution. Stipe and Roberts claim that Stipe gave Roberts \$1,000 in cash when the document was executed. They admit that they have no documents to substantiate the \$1,000 payment and when it was allegedly made.
- The document specifies that the option must be exercised in writing to be operational. But there is no evidence that written notice was given. In fact, Roberts testified that no such written notice was given.
- The attorney who hand-wrote the document, who now represents Roberts in this matter, claims there are no documents related to the legal services he provided regarding drafting the document e.g., client file, record of payment received, client calendar entry.
- The document states that all payments made pursuant to the option are fully tax deductible to Stipe and fully taxable income to Roberts (although it is unclear what the basis is for such a deduction). There was no indication that Stipe deducted any of the \$70,000. Stipe, an experienced attorney, claimed to be unaware that the document even allowed for a tax write off, and stated that he did not understand the language used in the contract (payments by Mr. Stipe "are fully deductible to Stipe for Federal and State income tax purposes.")

In an apparent attempt to justify why Roberts had never paid Stipe anything related to Roberts' sales of sculptures, the parties asserted that there was a misunderstanding about the terms of the document.

Senator Stipe asserts that there is a "dispute between Mr. Roberts and I as to what the agreement says" which arose "after the campaign." Stipe depo. at p. 253. According to Senator Stipe, Roberts claims that the art that Roberts sold during 1998 was not new art. Thus, in Roberts' view, Stipe was not entitled to any of the proceeds from the sale of such art at the September 1998 auction or through private sales. *Id.* at pp. 254-255. Stipe admits that through January of 2001, now years after the dispute allegedly arose, he has still not taken any action

against Roberts regarding the alleged dispute. *Id.* 255. Stipe asserts that they have agreed to resolve the dispute through "mediation," but as of January of 2001, Stipe had not even contacted any mediator. *Id.* Although Roberts failed to live up to the terms of the document, Stipe paid Roberts thousands of dollars in 1999-2000. Stipe does not know if Roberts sold any art in the last two years. Stipe acknowledges that he does not believe he received any proceeds from Roberts. *Id.* at p. 256.³¹ While there is allegedly a dispute about the document that could cost Roberts tens of thousands of dollars, Roberts claims never to have even bothered to read the contract until his deposition. Roberts claims that prior to the deposition, he was unaware that Stipe had acquired an interest in art that Roberts had already created but not yet sold. *Id.* at pp. 440, 443-444. Once he read the document, Roberts admitted that it required him to pay Stipe for sales of sculptures that were in existence when the alleged agreement was executed.

Regarding the \$70,000 payment made during the campaign, Senator Stipe asserts that Roberts kept reminding him that he owed him money pursuant to the alleged contract. Stipe depo. at p. 235. In August of 1998, Roberts approached Stipe and asked for \$35,000 for 1997 and \$35,000 for 1998. Roberts testified that Senator Stipe replied "You want \$70,000?" Roberts said "yes," and Stipe replied "Well, a deal is a deal is a deal [,] I'll pay you that if that's what you want." Roberts depo. at 410-411. Roberts acknowledges that he asked for the money because he needed it for his campaign. *Id.*

The evidence cast complete doubt about the legitimacy of the "Option Contract." There is no evidence that the basic terms of the alleged option contract were followed. While Senator

³¹ This Office asked both Roberts and Stipe if they had any concerns that, just a couple of months after allegedly entering into an agreement whereby Roberts was going to devote his life to concentrating on creating art, he suddenly informed Stipe that he was running for Congress. Roberts testified that Stipe "never mentioned it." Roberts depo. at p. 221. Stipe, however, asserted that he was concerned, and that Roberts convinced him that as a Congressman his art might be considered more valuable. Stipe depo. at pp. 271-273.

Stipe testified that he entered the agreement for investment purposes, the *only* term of the agreement followed was payment to Walt Roberts. The respondents' inability to produce any documentation contemporaneous with a December 1997 creation or execution of the document casts serious doubt on their claims that it commenced at that time. Indeed, if the alleged contract was in existence in 1997, Roberts could have simply requested the \$70,000 just two weeks earlier in *early* August to finance the \$67,500 media purchase rather than, as the respondents claim, used Senator Stipe's "cattle" money without his knowledge or consent, something Roberts testified he knew was "wrong" to do to his "mentor." Roberts depo. at p. 379. Thus, the timing of these transactions, along with the facts discussed above, yield a compelling inference that Stipe, Blessington and Roberts created the alleged option contract either in August 1998, or after this matter was opened, and back-dated it to December 1997.

In sum, the facts show that Senator Stipe provided Mr. Roberts with \$70,000 just prior to the primary election, and that \$55,000 of those funds went immediately for campaign purchases. In addition, the funds were never deposited in the campaign account or reported. By not reporting the receipt of this large amount of funds, the Roberts Committee was able to avoid additional questions by the press about the source of the funds.

6. Payment of Roberts' Personal Expenses (By Gene Stipe)

In or around March of 1998, just when the Roberts campaign was getting started, Walt Roberts began forwarding all his personal bills to the Stipe Law Firm. Stipe claims that this was part of an ongoing pattern of gift-giving. The evidence, however, contradicts the assertion.

Mr. Stipe states that he requested that Ms. Spears issue these various checks to the vendors. Stipe produced documents showing that the payments totaled \$37,070.³² The payments were for a wide variety of expenses, including bank loans/mortgage payments, taxes, gas, cable bills, membership dues, medical care, telephone, flowers and credit card payments. The payments Stipe made to Roberts are substantial, especially given that Roberts' EIGA statement indicates that his total 1998 earned income through July of 1998 was \$17,251 and his total earned income for 1997 was \$64,862. Although he was paying Roberts monthly expenses, Stipe testified that he did not have any idea about Roberts' financial situation. Stipe depo. at p. 217.

In his written sworn statement, dated December 3, 1999, Senator Stipe averred that the payment of Roberts' personal expenses during 1998 is part of a long-standing pattern of giving "gifts" to Roberts. Stipe's written responses distinguished the payments of personal expenses from the \$70,000 in payments he acknowledged providing to Roberts under the alleged option contract.

To establish that he had a history of giving to Roberts, Senator Stipe produced documents showing payments he made to Roberts of \$550 in 1984 and \$3,750 in 1988. Stipe claims that these payments were for school tuition. Stipe also produced documents showing that Stipe's state senate campaign paid Roberts \$16,015 in 1996 for services rendered to that campaign.

In contrast to Senator Stipe's sworn written statements, Mr. Roberts testified that the 1998 payments for personal expenses were part of the same option contract discussed in the previous section. Roberts depo. at p. 406. When Stipe was asked if the 1998 payments of

³² In response to an interrogatory seeking information about all payments that Mr. Stipe made to Walt Roberts, Mr. Stipe admitted that during 1998 he made numerous payments for Roberts' personal and business expenses. In his initial response, Stipe claimed that the payments totaled \$16,771.64. After this Office requested documentation showing such payments, Stipe revealed it was over twice the amount he initially claimed.

personal expenses were part of the option contract, he stated that he did not know. Stipe depo. at pp. 338-339.

Documents produced also show that Stipe gave or loaned Roberts another \$107,430 during 1999 and 2000, while this investigation was pending. The largest of the payments for 1999 and 2000 were made after notice of the reason-to believe findings in this matter were received. Roberts and Stipe both testified later that the payments in 1999 and 2000 were part of the alleged option contract—not gifts. At his deposition, Mr. Roberts asserted that, as part of the option contract, in 1999 and 2000 Stipe paid his personal finances or a monthly fee of \$3,500. Roberts depo. at p. 571.³³

In sum, beginning in April 1998, Mr. Stipe began paying Mr. Roberts' personal expenses. This was just when Mr. Roberts began to devote his time to campaigning for Congress. There is no evidence that Senator Stipe gave Roberts funds (or paid Roberts' expenses) in the ten years just preceding the 1998 election. The payments in 1996 were from Stipe's campaign and were reportedly for services rendered. They were not gifts. While Senator Stipe initially swore that the 1998 payments were gifts, Roberts testified that Stipe's payments were made pursuant to the option contract. Thus, the parties have offered conflicting claims regarding the purpose or basis of the 1998 payments, neither of which are credible. In light of Senator Stipe's involvement in the campaign, and the previously discussed transactions, it is evident that Stipe paid Roberts' personal expenses in an effort to allow him to subsidize his campaign.

³³ The documents also suggest that some of the funds were related to business ventures between Stipe and Roberts, i.e., the auction house in which Mr. Stipe had invested. Some of the largest payments, totaling about \$53,000, are labeled "loans" in Stipe's records.

7. \$50,000 Loan³⁴ (From Francis Stipe)

On September 1, 1998, Roberts made a \$50,000 candidate loan to the campaign. The investigation revealed that the source of the \$50,000 was Gene Stipe's brother, Francis Stipe, and that the funds were funneled through a corporation owned by a friend and ally of the Stipes and Walt Roberts. The campaign deposited the funds on September 11, 1998. On the same date, the campaign provided \$34,000 in cashier's checks to several television stations for media purchases in the days just prior to the runoff election on September 15, 1998. Bank documents indicate that the funds were debited "[p]er the call From Charlene Spears of Gene Stipe's Office."

The \$50,000 was funneled through a defunct lending corporation: McAlester Industrial Credit Corporation ("McAlester"). The owner of the defunct lending institution, William Layden, stated that he had long-standing relationships with Gene and Francis Stipe, and Walt Roberts. Mr. Layden shared an office with the Stipe Law Firm for approximately fifteen years (1965-1980). Gene Stipe was one of the initial owners of McAlester, but allegedly sold his stock in the early to mid 1990's. Mr. Layden claims that he became the sole owner of McAlester in or around 1995 or 1996.

Mr. Layden stated that when McAlester was fully operational, it usually made loans of up to \$3,000. A small staff ran the loan company. To finance the loans, McAlester would usually borrow funds from a bank, using a \$100,000 line of credit at a local bank. When McAlester reached the credit limit, Layden borrowed funds from relatives and friends. McAlester

³⁴ This \$50,000 loan is the subject of MUR 4933.

occasionally approved loans of between \$20,000 and \$60,000, but only with Mr. Layden's approval and involvement.³⁵

At the time McAlester loaned Roberts the \$50,000, McAlester had filed for dissolution. The business office closed down in or around the end of 1996. After that point, when borrowers approached Mr. Layden for loans, he usually referred them to others. The corporation's capital and cash reserve from August through October 1998 totaled \$1,329. In 1998, McAlester made two loans totaling \$52,200: the \$50,000 loan to Walt Roberts and \$2,200 to Mr. Layden's sons to purchase a car.

Mr. Layden stated that either Walt Roberts' campaign manager or secretary called during 1998 and asked for a \$50,000 loan. Layden stated that the caller was female. The caller allegedly did not tell Layden the purpose of the funds. She asked if Layden could handle the loan. He said yes, but needed to look into it. She called back a couple of days later and Layden told her he would make the loan. Layden prepared a note and a second mortgage on Walt Roberts' auction house.

Layden stated that there was no written application for the loan to Roberts and that Roberts did not provide a financial statement. There are no documents related to the loan/other than the checks, deposits slips and the note itself. Layden claims that he also visited John Freeman, president of the Bank NA, which held the first mortgage on the auction house property. Mr. Freeman allegedly assured Layden that it was an excellent piece of property. Layden, however, never inquired about the size of the first mortgage or appraised the property. Layden denied knowing that Roberts planned to use the \$50,000 on the campaign that Roberts was in the

³⁵ In the ten years prior to Layden's deposition, McAlester had only made two loans of between \$20,000 and \$60,000. One of the loans was the \$50,000 loan at issue, and the other was to Mike Blessington, Mr. Roberts' attorney in this matter, who operates out of the Stipe Law Firm.

midst of running. Layden states that Roberts came by Layden's office to sign the papers, but that he was not present. Layden thus claims that he never talked to Walt Roberts about the loan.

Roberts testified that shortly after receiving a memo from the campaign consultant stating that they needed funds for the campaign, he asked a member of his campaign staff to call Mr. Layden's office. Roberts thought that the staff member was Tina Bernardi or maybe Mark Cain. But both deny making such a call to Mr. Layden. Roberts stated that Layden was his "friend and he knows him well." Roberts depo. at p. 464. Roberts instructed the staff member to tell him "you're from my campaign, and I need \$50,000 on a second mortgage on my building." Roberts depo. at p. 463. Roberts went by Layden's office and signed the papers. *Id.* at p. 464. Roberts claims that he never even called Layden to thank him for making the loan. *Id.* at p. 467.

The loan from McAlester required Roberts to repay the loan in two installments of \$25,000 -- one on March 31, 1999, with interest of \$2,750, and the remainder on August 31, 1999 with interest of \$1,375. In March of 1999, after the Commission's Reports Analysis Division ("RAD") ascertained that the loan was from a corporation and warned Roberts that it was prohibited, Roberts borrowed \$50,000 from a qualified lending institution (The Bank, NA). Roberts repaid McAlester the \$50,000 in April 1999. Roberts never paid any interest to McAlester. Despite repeated requests, the Roberts campaign never amended its reports to show that the new loan was from the Bank, NA.

This investigation uncovered that Francis Stipe gave McAlester/Layden the \$50,000 that was loaned to Roberts for his campaign. Layden and Francis Stipe were friends and business partners. They owned rental properties together. Back in 1998, they ate lunch together at a local

restaurant with a group of regular diners. Gene Stipe sometimes joined them.³⁶ Francis Stipe talked regularly to Mr. Layden by phone, and visited his law offices.³⁷

Layden explained that he obtained the \$50,000 from Francis Stipe in return for a promissory note for that amount, plus interest. Francis Stipe issued the \$50,000 to Layden's defunct corporation by check dated September 2, 1998. The note required McAlester to pay interest of "7% from date." In April of 1999, McAlester/Layden repaid Francis Stipe \$50,000. But McAlester never paid Francis Stipe the interest due under the terms of the note.³⁸ Layden indicated that he could not recall telling Francis Stipe that the \$50,000 was for a loan to Walt Roberts until press reports surfaced about the loan.

Francis Stipe claimed that Mr. Layden approached him in 1998 and asked him if he could make a \$50,000 loan. Francis Stipe asserted that he does not think Layden ever told him what the loan was for and he did not inquire. Francis Stipe asserted that he did not know at the time that the funds were for Walt Roberts. Francis Stipe acknowledged that he did not request the interest due under the terms of the alleged note, which would have amounted to between \$2,000-\$3,000. Francis Stipe stated that he had not even realized until receiving the Commission's subpoena that he had never received the interest.

³⁶ Mr. Layden did not recall if Gene Stipe told him that Walt Roberts needed money. Layden denied discussing the loan with Gene Stipe. Gene Stipe states that he did not "arrange, suggest or recommend" that McAlester be the source of the loan to Roberts. Signed Statement of Gene Stipe, dated December 3, 1999.

³⁷ As discussed above, Francis Stipe was involved in advising Roberts during the campaign. He attended the retreat in late July of 1998, just before the media campaign began, and reviewed Roberts' campaign ads on tape at the Stipe Law Firm. He also attended a number of Roberts' campaign fund-raisers and contributed to his campaign.

³⁸ Layden paid Francis Stipe interest of \$41.58. The \$41.58 in interest was what Layden collected on his money market account over a several week period while he held the funds from Roberts until the \$50,000 was returned to Francis Stipe.

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The sum of the evidence obtained on its own casts complete doubt on the assertions made by Messrs. Layden, Roberts and Francis Stipe. In the context of the transactions already discussed, the assertions are even more problematic.

First, McAlester was a defunct corporation. By that time, McAlester was not making loans, it was referring them to others. Mr. Layden asserted that he loaned the funds because it was a good investment. But Layden never even attempted to get the interest that he was due.³⁹ Mr. Layden was a close ally and friend to the Stipes and Walt Roberts. He contributed to Roberts campaign. It is inconceivable that Layden did not know the purpose of this loan.

Second, the funds came from Francis Stipe. There is no evidence that Francis Stipe was in the business of making loans. He had no history of making any loans. In fact, Francis Stipe testified that he did not make any sizable loans within the ten years preceding his deposition, other than interest-free loans to family members. It is highly unlikely that Francis Stipe would have loaned \$50,000 without knowing something about its intended use. Moreover, Layden could have obtained the funds from other sources. He also testified that McAlester had a \$100,000 line of credit, at the bank. Instead, the funds were provided by Francis Stipe, who was involved in the Roberts campaign and is the brother of Gene Stipe, Roberts' biggest and most influential supporter. Francis Stipe and Layden had a close personal and business relationship, making it difficult to accept that they never discussed who was to receive the loan, made in the midst of Roberts' campaign.

Faced with the runoff election on September 15, the campaign was in dire need of contributions. Roberts testified that during this period his campaign was "desperately needing

³⁹ Even under the terms of the agreement, when considering the interest he would pay Francis Stipe, his return would not have been significant. Layden was to receive a total of \$4,125 from Roberts, and to pay Francis Stipe \$3,500. This would have left Layden with only \$625.

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money" and "we were fighting for our lives" and the "campaign contributions just were not coming in due to that runoff." Roberts depo. at pp. 238-239. At this point, there was already public speculation that Gene Stipe was behind the \$67,500 candidate loan. Thus, Francis Stripe and Bill Layden -- at the likely request and direction of Gene Stipe -- arranged to use the defunct corporation to serve as the vehicle to funnel \$50,000 to the Roberts campaign while disguising the true source.

There is an additional problem related to the reporting of the loan that Roberts took to repay McAlester. Roberts obtained that loan from the Bank, N.A. on March 30, 1999. Despite repeated requests from RAD, the Roberts campaign never amended its campaign reports to show that this was a bank loan rather than from Roberts' "personal funds."

8. Alleged Art Auction

On September 11, 1998, Walt Roberts held an art auction. The event was held at the Ramada Inn of McAlester, Oklahoma. The asserted purpose of the auction was to sell sculptures created by Mr. Roberts. The investigation has revealed that the auction was a means to aid the Roberts campaign, and that the largest purchases were financed by Gene Stipe.

Roberts testified that he held the auction to raise funds to repay Gene Stipe the \$67,500 "cattle" loan that had raised so much negative publicity. Roberts depo. at p. 494. Of the 146 persons on the auction invitation list, 112 contributed to Walt Roberts for Congress (either before or after the auction). Roberts' Auction House had a list of regular customers; yet, only one person on that list was even invited to the art auction. A total of 28 persons are listed on the "buyer registration" form, and thus were in attendance. The documents produced indicate that 18 persons gave funds totaling \$148,175, purportedly for 26 pieces of art in connection with the

event. Eight of the 18 purchasers spent a total of between \$10,000 and \$24,000 on the sculptures. The most expensive pieces sold for between \$10,000 and \$16,000.⁴⁰

Roberts put \$148,175 in proceeds from the art auction in his auction house account on September 15-18, 1998.⁴¹ Roberts used the proceeds from the auction to refund \$67,500 to Mr. Stipe on September 23, 1998. Roberts also used \$10,000 of the proceeds for another loan to his Committee on September 22, 1998. Another \$21,238 was used in September of 1998 to pay for bronzing the sculptures. The respondent produced documents indicating that he had paid sales tax of \$10,862 in connection with the auction.

Right after the auction, the press was informed that the loan had been repaid. Complaint at Exhibit 5. But the press was never told that the lender was Gene Stipe.

Roberts testified that he came up with the list of invitees from friends, acquaintances and lists of Democratic campaign contributors. Roberts depo. at p. 495. Roberts insisted that it was not a campaign event, and that he did not tell invitees that he was holding the event to raise funds for his campaign, but those invited include many insiders of the campaign, including Jim Lane, Charlene Spears, and Francis Stipe.⁴²

During the investigation, this Office uncovered a number of facts that show that the purchases were made to aid the Roberts campaign, that it was not an auction undertaken in the ordinary course of business, and that these were not arms-length transactions.

⁴⁰ The Committee's treasurer, Chris Clark, is listed on the buyer registration form for the alleged auction. According to the Roberts campaign, one of the Committee volunteers, Deanna Coxsey, attended the auction and registered the prospective bidders. Ms. Coxsey also assisted Mr. Roberts in his personal affairs and auction business.

⁴¹ One additional purchaser, Bill Watkins from Arizona, made a payment on November 18, 1998.

⁴² Roberts asserted that he invited Senator Stipe but that he did not attend. Roberts depo. at p. 498-499. Senator Stipe, however, claimed he did not even know of the event until after it occurred, and had no memory of being invited. *Id.* at pp. 281-282.

- The investigation uncovered that the September 1998 auction was an isolated burst of sales of Roberts' sculptures and that the prices Roberts' friends and associates paid for his sculptures in 1998 were not comparable with sales at other times. Roberts' reported gross sales for bronze art and music was \$1,100 for 1996, and \$4,050 for 1997. There is no evidence that Roberts sold *any* sculptures after the auction.⁴³
- At least two purchasers acknowledged that the purpose of the auction was to raise funds for the Roberts campaign. Larry Oliver, who spent \$17,400, stated that he understood that the proceeds of the auction were supposed to aid the Roberts campaign.⁴⁴ He was sure Gene Stipe and Charlene Spears indicated that the auction was a way to raise funds for the campaign; said it was no secret that the auction was for the campaign; and even acknowledged that he paid more than he would have normally paid for the sculptures in order to assist the Roberts campaign. Francis Stipe, who paid \$10,250 for a sculpture, testified that he believed that Walt Roberts invited him to attend the auction, stating that he was trying to raise some money for his campaign.
- Gene Stipe himself was the source of the funding of some of the large purchases. Ms. Louise Crosslin issued checks totaling \$35,250 for sculptures.⁴⁵ Crosslin is a long-time business associate of Mr. Stipe. To finance these purchases, Ms. Crosslin deposited \$45,250 in her combined personal/business checking account. The \$45,250 deposit was derived from a check written on the account of Gene Stipe and signed by Charlene Spears. The check is dated September 11, 1998--the day of Walt Roberts' auction. Ms. Spears asserts that at Ms. Crosslin's request, she brought the \$45,250 check to the auction that night and gave it to her at dinner after the auction. Spears depo. at p. 370. Ms. Crosslin claims that the funds were for business expenses. Ms. Crosslin asserts that she used the funds to pay subcontractors,

⁴³ In response to the Commission's Subpoena for all documents related to art sold from 1996 through 2000, Mr. Roberts did not produce any documents disclosing any sales had occurred (other than those related to the art auction and the checks from Lane and Smart). Mr. Roberts testified that he sold some copies of a new piece in 2000 for \$2,600, but he did not produce any documents indicating that he had received any funds for such pieces.

Roberts marketed his sculptures after the auction. Yet, according to documents produced by a gallery where Roberts had several consignment agreements, he was *asking* \$3,700 for a sculpture called "Snow Driven" that sculpture allegedly sold for \$14,000 at the 1998 auction, and was *asking* \$6,500 for "First Down Dash" while five copies of that sculpture were sold to friends or associates of Messrs. Stipe or Lane for \$10,000 each at the 1998 auction. As of May 2001, none of Roberts' sculptures at the gallery were sold.

⁴⁴ Mr. Oliver is a trial attorney. Mr. Oliver has known Gene Stipe for over 25 years, talks to him regularly, and represented Mr. Stipe in a legal matter. Mr. Oliver spent \$17,400 at the auction held a fund-raiser for Roberts campaign and contributed funds to that campaign.

⁴⁵ Disclosure reports indicate that Ms. Crosslin contributed to Robert's campaign (both before and after the auction), and hosted a fundraising event for him at her home.

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workers or the foreman. But despite repeated requests, neither Ms. Crosslin nor Senator Stipe produced documents substantiating that they used the funds for such expenses. Ms. Crosslin only produced checks totaling approximately \$4,000 to abstract companies, all of which pre-date the receipt of the \$45,250 from Stipe.

- Many of the sculptures were not delivered for a year or two after the event. In fact, some of the sculptures were still not delivered as of 2001, e.g. Larry Oliver did not receive his sculptures until approximately a year after the event, as of January 2001, Howard McClanahan had not received one of the pieces, and Jim Lane did not receive the piece he purchased at the auction until shortly before June of 2000.⁴⁶ Thus, the purchasers, who spent tens of thousands of dollars on these sculptures, took no action against Mr. Roberts, other than allegedly inquiring occasionally when their piece or pieces would be delivered. This is further evidence that the money was given to Roberts to assist his campaign rather than to obtain art.⁴⁷

The foregoing indicates that the auction was a vehicle through which Walt Roberts raised funds to help repay Stipe his \$67,500 and to raise additional funds for the campaign. The largest portion of the proceeds of the funds was used to refund Gene Stipe the \$67,500 that had been used to finance public communications for the campaign the month earlier. The auction was a means to repay the \$67,500 that had caused such negative publicity in the campaign, and was responsible for news articles suggesting Roberts had illegally funded his campaign. The Roberts Committee urgently wanted to stop the political fallout by repaying the mystery lender expeditiously. Although the Committee refunded Senator Stipe, the information at hand indicates that the largest portion of the auction purchases was actually financed by Stipe through

⁴⁶ The auction documents state that the purchasers would have to wait 10 to 12 weeks for the sculptures to be cast.

⁴⁷ In addition, there is evidence the purchases were set in advance of the auction. Francis Stipe paid his friend, whom he asked to bid for him at the auction, \$10,000 *in advance* of the purchase --specifically two days before the auction. (This was just 7 days after Francis Stipe issued the \$50,000 payment to McAlester that was loaned to Roberts). Francis paid \$10,250 for the piece. Asked how he was able to tell in advance to bid to nearly the precise amount of the sale, Mr. Stipe stated that someone may have suggested that the sculpture was worth that much. Also, Gene Stipe's \$45,250 payment to Ms. Crosslin was issued prior to when she spent \$35,250 at the auction that evening.

his business partner, Louise Crosslin. Another \$10,000 of the auction proceeds was loaned to the Roberts Committee on September 22, 1998.

9. Reimbursed Stipe Law Firm Staff Contributions (with Funds from Gene Stipe)

Gene Stipe acknowledges that his cash was used to reimburse five Stipe Law Firm staff members or persons paid by one of the law firm partners for services rendered: Jamie Benson, Gloria Ervin, Cynthia Montgomery, Debra Tumer and Charlene Spears. Their contributions total \$8,790. Some of the contributions and reimbursements were made in March 1998 when the campaign was getting started. Additional contributions and reimbursements were made in August 1998, simultaneously with the previously-discussed \$17,000 from the Stipe Law Firm, permitting Roberts to raise \$25,000 to fund a specific media purchase.

In his written statement, Senator Stipe avers that "Charlene Spears, my assistant, has access on a regular basis to cash belonging to me. At one point during 1998, I told her to use some of this cash to 'help elect some Democrats', or words to that effect." Mr. Stipe claims that "he did not authorize or approve these specific payments," and that he "did not speak to anyone in 1998 about paying or reimbursing these specific contributors." Senator Stipe's Sworn Response, dated December 3, 1999.

Senator Stipe claims that the funds in question were derived from his paychecks from the State of Oklahoma and his Social Security checks. The net proceeds from those checks totaled on average \$2,681 per month from January through June 1998, and \$2,580 per month from July through October, 1998. Mr. Stipe claims that during 1998 he cashed these checks and provided cash to Ms. Spears "to pay various personal expenses." He claims not to have retained any receipts or other documents relating to the cashing of the checks. He thus avers that "[t]o the

best of my knowledge no such documents exist.” Sworn Response of Gene Stipe, dated January 15, 2000.

During his deposition, Senator Stipe testified that he did not learn that Ms. Spears had reimbursed law firm staff and others with Stipe’s cash until after this investigation began in 1999. Stipe depo. at p. 294. Stipe asserted that Charlene Spears has custody of cash that “we kind of use as a petty cash fund and for incidentals, contributions for different things.” Stipe depo. at p. 303. Stipe testified that the petty cash fund generally had between \$10,000 and \$11,000. Spears testified that the amount in the fund varied from \$10 to \$4,000 or \$5,000. Spears depo. at 399. Spears alleges that the cash just sat in her unlocked desk drawer. *Id.*

Charlene Spears acknowledges using the money to pay Ervin, Turner, Benson and Montgomery and herself for contributions to the Roberts campaign. Ms. Spears claims that she did not tell Mr. Stipe that she used thousands of dollars in cash to reimburse law firm staff and others for their contributions to Walt Roberts. Spears depo. at p. 428. She also asserted that she did not tell the persons reimbursed that the cash belonged to Senator Stipe. *Id.* at p. 423. Spears admits she knew what she did “was not proper” but that she “did not know it violated a specific statute.” Response of Charlene Spears, dated December 9, 1999. When asked where she got the idea to make these reimbursements, Ms. Spears testified: “I’d given all I could give, so I figured—or at least that’s what they told me I could give, so—somebody said you can’t give anymore, so I said well, maybe somebody else can here then.” *Id.* at p. 419.

Senator Stipe and Ms. Spears assert that they do not keep any record of the amount in the cash fund, and what it is spent on. Stipe’s cash fund was allegedly used for raffle tickets, to support debates, for school groups, and to help people in distress. Stipe depo. at p. 309. Stipe depo. at p. 304. Stipe states that “[m]ost of the time” but “not always” Ms. Spears told him about

money she would donate. *Id.* at p. 309. He asserts that he does not usually itemize these donations from his taxes. *Id.* at p. 309. According to their testimony, the amount of funds normally spent from the account was small. Stipe could not provide the names of any person whom he had given cash to --other than one individual whom he claimed to have given \$1000 to ten years earlier. Stipe depo. at pp. 305, 306, 321. Ms. Spears also testified that she often gave Stipe's cash to the needy, Senator Stipe's "old constituent[s] if they, for example, had a medical emergency. In these situations, she might give \$200-\$400. Yet she also could not provide the Commission with the name of a single person to whom she provided such funds in the past year, or past five years. Spears depo. at p. 397.

In his sworn response, Walt Roberts states that he "had no involvement in any aspect of any of those [five reimbursed] contributions." The Roberts Committee's response indicates that a staff member named Anne Prather deposited the reimbursed contributions into the Roberts Committee's account. The Roberts Committee states that "[n]o one with the Committee was aware of any compensation or gifts to the persons in connection with their contributions."

In addition to the \$8,790 in contributions made in the names of others discussed above, another \$1,980 was paid to Anne Prather in exchange for her contributions to Walt Roberts. Ms. Prather's mother was a lifelong friend of Gene Stipe. Ms. Prather was employed by the Roberts campaign, earning \$250 per week. Prior to working for the campaign, Ms. Prather collected "unemployment for a year nearly". Prather depo. at p. 26-27. It was Ms. Spears who recommended that Prather be hired by the campaign to complete disclosure reports and act as the office manager.

On September 2, 1998, Charlene Spears issued one of Gene's Stipe's checks in the amount of \$2,000 to Anne Prather. On September 3 and 4, 1998, the Roberts campaign received two contributions from Ms. Prather of \$990 each, for a total of \$1,980.

Ms. Prather stated that she was paid the \$2,000 she used to contribute, with the understanding that she would work to assist Charlene Spears on Gene Stipe's business matters through November 1998. Prather depo. at p. 171.⁴⁸ Ms. Prather stated that she believed she was not paid enough for her work for the campaign. Yet, she claims to have contributed what amounted to *two months net salary* to that campaign.⁴⁹

In sum, the evidence indicates that Gene Stipe's funds were used to reimburse contributions totaling \$10,770. As discussed repeatedly above, both Senator Stipe and Charlene Spears were intimately involved in the campaign. Their testimony regarding the cash fund was contradictory and unpersuasive. If Senator Stipe was supplying the cash, he would need to communicate with Ms. Spears about the amount in the cash fund. If so, he would no doubt become aware that thousands of dollars had been spent on these reimbursements. Given Senator Stipe's role in the campaign and the other transactions already discussed in this matter, his claim that he was unaware that his cash was used to reimburse these law firm staff members and others is not credible. Similarly, given Walt Roberts connection with the Stipe Law Firm, and with Stipe and Spears, his denials are also not credible. Instead, the evidence indicates that they

⁴⁸ Ms. Prather asserted that she performed the services for Gene Stipe at her own home. *Id.* at 29-30. When asked if she performed services at the Stipe Law Firm, she replied "[n]ot too often. Later in her deposition, however, she asserted that half of the work might have been at home. *Id.* at p. 161. Spears claims Prather often came into the law firm at 3 p.m. and stayed until 7 or 8 p.m. *Id.* at 466. Spears contends that Prather worked in Spears' office with her, and was there with Ms. Prather as she worked. *Id.* at p. 433, 466-467. She also did not know if Ms. Prather worked at home at night to earn the \$2,000. *Id.* at p. 469.

⁴⁹ Ms. Prather could not recall why she made her checks out for \$990 rather than \$1,000. Prather depo. at p. 65. She stated that it could have been to avoid reporting requirements at Section 434(a)(6)(A) of contributions of \$1,000 or more. *Id.*

funneled the cash through the conduits for specific reimbursements at various points in the campaign when funds were most needed.

IV. LEGAL CONSEQUENCES

The investigation uncovered contributions in excess of the limitations totaling at least \$348,380. This includes Gene Stipe's contributions that exceeded the limitations by at least \$190,380⁵⁰ -- \$20,000 (through Jim Lane), \$67,500 (alleged cattle purchase) and \$55,000 (alleged option contract), \$37,070 (payment of Roberts' personal expenses) and \$10,810 (reimbursed contributions). In addition, \$77,500 of the funds received at the art auction were used in connection with the campaign, and Gene Stipe was the largest purchaser of sculptures at the auction. Specifically, \$10,000 was raised at the art auction and was loaned to the campaign, and funds raised at the auction were used to pay a campaign debt--the \$67,500 first advanced by Stipe that was used for campaign media expenses. The payment of a campaign debt is a contribution. See 11 C.F.R. § 110.1(b); Advisory Opinion 1983-2; *see also Federal Election Commission v. Ted Haley Congressional Committee*, 852 F. 2d 1111 (9th Cir. 1988); *Federal Election Commission v. Lance*, 617 F2d 365 (5th Cir. 1980), *cert. denied* 453 U.S. 917 (1981).

The total also includes Francis Stipe's contribution that exceeded the limitations by at least \$50,000, Jim Smart's contribution that exceeded the limitations by at least \$14,500, and the Stipe Law Firm's contribution that exceeded the limitations by at least \$16,000.⁵¹

⁵⁰ Disclosure reports indicate that Gene Stipe's reported contributions totaled \$3,000, the maximum amount permitted. Thus, the entire amount at issue violates Section 441a(f).

⁵¹ Disclosure reports indicate that Francis Stipe's reported contributions totaled \$3,000, the maximum amount permitted. Thus, the entire amount at issue violates Section 441a(f). Disclosure reports indicate that Mr. Smart contributed \$500 to the primary. Thus, \$14,500 of the total excessive amount is attributed to Mr. Smart's contribution. Disclosure reports do not indicate that the Stipe Law Firm made any contributions to the Roberts campaign. Thus, \$1,000 is credited towards the next election, in that case the primary. See 11 C.F.R. § 110.1(b)(2)(ii).

Walt Roberts accepted the foregoing contributions as the candidate, and turned them over to his campaign, most of which he represented as loans to the campaign from "personal funds." These were not "personal funds" within the meaning of Commission regulation 11 C.F.R. § 110.10. Accordingly, this Office is prepared to recommend that the Commission find probable cause to believe that Walt Roberts violated 2 U.S.C. § 441a(f) by accepting contributions in excess of the Act's limitations.

As for the Committee, the evidence indicates that it accepted these contributions through Walt Roberts, Senator Gene Stipe and Charlene Spears. Roberts accepted these contributions as an agent of his campaign. See 2 U.S.C. § 432(e)(2). In addition, Senator Stipe and Charlene Spears were agents of the Roberts campaign. Charlene Spears also played a key role in the Roberts campaign. She made purchases for the campaign, conducted bank business, instructed campaign staff, and participated in decision-making of the campaign. In light of the foregoing, this Office is prepared to recommend that the Commission find probable cause to believe that Walt Roberts for Congress violated 2 U.S.C. § 441a(f)

Numerous violations arise from the misreporting of the contributions at issue. Although most of the funds were reported as loans (contributions) from Walt Roberts, they were actually contributions made by Gene Stipe, Francis Stipe, Jim Smart, Jim Lane and the Stipe Law Firm. In light of the foregoing, this Office is therefore prepared to recommend that the Commission find probable cause to believe that Walt Roberts for Congress violated 2 U.S.C. § 434(b) by misreporting the funds loans derived from personal funds. The misreported amount of excessive contributions totals at least \$347,380.⁵² This Office is also prepared to recommend that the

⁵² The misreported amount differs from the excessive amount because it includes \$500 from Jim Lane in April 1998 and the total amount of \$15,000 given by Mr. Smart.

Commission find Walt Roberts for Congress also violated 2 U.S.C. § 434(b) by failing to amend their reports after refinancing the \$50,000 loan to show that it was from the Bank, N.A.

Walt Roberts and Walt Roberts for Congress accepted \$55,000 from Gene Stipe for use in Roberts' campaign, but failed to place the funds in the campaign account. The receipt of such funds, and the spending of the funds, was never disclosed on Roberts campaign reports. Thus, Walt Roberts and Walt Roberts for Congress violated 2 U.S.C. § 432(h) by failing to deposit campaign receipts in their campaign account and failing to use such account to pay for campaign expenditures. Walt Roberts for Congress also violated 2 U.S.C. § 434(b) by failing to report the receipt and spending of such funds.

This matter also involves contributions made in the names of others, which are prohibited by 2 U.S.C. § 441f. Charlene Spears admits soliciting and accepting contributions made in the names of various Stipe Law Firm employees or friends and reimbursing them with Gene Stipe's cash. That amount equals at least \$8,830. She also paid Annie Prather \$1,980 for contributions made to Walt Roberts campaign. As discussed above, Ms. Spears and Senator Stipe were agents of the campaign. Although Senator Stipe denies knowledge of these reimbursements, given the pattern of fundraising activities discussed herein, the lack of credibility of the testimony offered by him and Ms. Spears, and his relationships with the staff, his denials about the cash reimbursements are not credible. Similarly, given Walt Roberts involvement in these schemes and his relationship with the others involved, his denials are also not credible. Thus, this Office is prepared to recommend that Walt Roberts and Walt Roberts for Congress violated 2 U.S.C. § 441f by accepting contributions made in the names of others.

The \$50,000 loan in September was reportedly from Walt Roberts and McAlester. The investigation revealed that the \$50,000 was actually from Francis Stipe. For the reasons set

forth above, it is clear that Walt Roberts was aware that Francis Stipe was the source of the \$50,000. In addition, the other loans reportedly from Walt Roberts "personal funds" were actually contributions from Gene Stipe, the Stipe Law Firm, Jim Smart, and Jim Lane. The contributions from Gene Stipe made in the name of Walt Roberts include \$20,000 of the \$35,500 funds given to the campaign in April 1998 and \$67,500 in August 1998. The Stipe Law Firm contributed the \$17,000 that was reportedly from Walt Roberts. Mr. Smart contributed \$15,000 that was reportedly from Roberts and Lane contributed \$500.

Accordingly, this Office is prepared to recommend that the Commission find probable cause to believe that Walt Roberts and Walt Roberts for Congress violated 2 U.S.C. § 441f by accepting a contribution made in the name of others.

The campaign also used the facilities of the Stipe Law Firm, i.e., the use of the law firm offices during February, March and half of April, and the use of long distance telephone services, fax and copy machines. The Roberts campaign never paid the Stipe Law Firm for such facilities, and thus accepted contributions that were not reported, in violation of 2 U.S.C. § 434(b). Most of the use of facilities occurred early in the campaign, e.g., use of offices from February through April 15, and thus is attributable toward the primary election. As discussed above, the Stipe Law Firm exceeded the limitation when it made the \$17,000 contribution in connection with the primary election. Thus, this in-kind contribution was in excess of the Act's limitations.

The evidence adduced throughout this investigation demonstrates that the violations by Walt Roberts and Walt Roberts for Congress were knowing and willful.

First, the efforts to conceal the true source of the payments at issue demonstrates knowledge that it was not permissible to fund the campaign from these sources. The

respondents created elaborate schemes in an attempt to legitimize these payments, *e.g.*, the alleged trailer sale, cattle deal, option contract, funneling funds through a defunct corporation, the auction, reimbursing law firm staff. The funds were immediately funneled through Walt Roberts' auction house account, to the campaign account, and then to consultants for specific expenditures at key points throughout the campaign. Mr. Roberts publicly claimed that the funds were derived from legitimate sources, *i.e.* sale of cattle, sale of art, providing services, always denying their true source. The facts gathered indicate that transactions were carefully planned and created by several of the same persons to finance Roberts campaign, indicating the violations emanated from a knowing and willful scheme by multiple parties to avoid the limitations of the Act.

Second, the knowing and willful nature of the violations can be inferred from the respondents' efforts to impede and obstruct this investigation. The sworn statements by Mr. Roberts, Senator Stipe, Ms. Spears, and others conflicted throughout the course of the investigation. At the beginning of the investigation, Mr. Roberts and Senator Stipe submitted sworn statements regarding the source and/or circumstances of the \$35,500 loan and the \$67,500 loan. During their depositions, however, Mr. Roberts and Senator Stipe acknowledged that their sworn statements were not accurate, and provided new information. Yet even their deposition testimony was not credible, was contradictory, and was not supported by the evidence. In several instances, after the investigation began, the respondents undertook actions to make the payments appear to be for legitimate business transactions. Walt Roberts 1998 tax return signed by his accountant before the investigation began (on October 1, 1998), indicates total gross sales of art/music of \$93,750. This return was apparently never filed. The 1998 tax return that was apparently filed was dated *after* the

Commission's findings in this matter. That return shows total gross sales from art/music of \$218,175. This difference -- \$124,125 -- was made to include the funds collected at the alleged art auction. This suggests that, prior to this investigation, Roberts intended to treat the proceeds as gifts rather than as income.

Third, Mr. Roberts and Ms. Spears testified that each knew that the Act limited contributions to \$1,000 an election. And the former Roberts campaign manager, Michael Faust, states that he informed Walt Roberts and others involved in the campaign of the Act's limitations and prohibitions.⁵³ In addition, several persons formerly employed early on in the campaign have indicated that they conveyed to Mr. Roberts, Gene Stipe and others that schemes similar to those at issue here were impermissible, i.e., setting up a business through which funds would be funneled to the candidate for use in the campaign. Finally, a letter sent by the Commission in the ordinary course to all candidates, including Mr. Roberts stated that: "You also must be sure that the money and assets you give or loan to your campaign belong to you personally, and not to your spouse, parents, family, friends or any other individual. Money and assets given or loaned to you by such other persons generally would be contributions subject to the \$1,000 per election limit." (emphasis in original).

The foregoing indicates a pattern of activities designed to deliberately evade the Act's contribution limitations. Accordingly, this Office is prepared to recommend that the Commission find probable cause to believe that Walt Roberts for Congress knowingly and

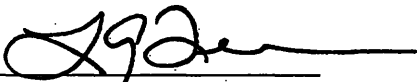
⁵³ Walt Roberts was also a former state representative, and thus familiar with the state laws, which also limits contribution amounts and prohibit contributions in the name of another. Oklahoma Ethics Commission Rules § 257:10-1-2(a) and § 257:10-1-2(j). Gene Stipe has been a state Senator for many years. Charlene Spears was formerly Gene Stipe's campaign manager.

willfully violated 2 U.S.C. §§ 434(b), 441a(f), 441f, and 432(h), and that Walt Roberts knowingly and willfully violated 2 U.S.C. §§ 441a(f), 441f, and 432(h).

V. RECOMMENDATIONS

1. Find probable cause to believe that Walt Roberts for Congress knowingly and willfully violated 2 U.S.C. §§ 441a(f), 441f, 434(b), and 432(h).
2. Find probable cause to believe that Walt Roberts knowingly and willfully violated 2 U.S.C. §§ 441a(f), 441f, and 432(h).

7/11/01
Date


Lois G. Lerner
Acting General Counsel

Staff assigned: Xavier K. McDonnell
Margaret J. Toalson

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