

JUN 26 2000

FEDERAL ELECTION COMMISSION
999 E Street, N.W.
Washington, D.C. 20463

FIRST GENERAL COUNSEL'S REPORT

SENSITIVE

Staff Member: Delbert K. Rigsby

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Audit Referral: 99-08

Audit Referral Date: June 15, 1999

Date Activated: October 15, 1999

Statute of Limitations: October 16, 2001 to
November 8, 2001

SOURCE:

AUDIT REFERRAL

RESPONDENTS:

Clinton/Gore '96 General Committee, Inc., and Joan Pollitt
as treasurer

World Wide Travel Services, Inc.

AT&T Corporation

M.S. Green - Little Rock Corp. d/b/a the Excelsior Hotel

**RELEVANT STATUTES
AND REGULATIONS:**

2 U.S.C. § 434(a)(1)

2 U.S.C. § 434(b)

2 U.S.C. § 441b(a)

2 U.S.C. § 441b(b)(2)

26 U.S.C. § 9007(a)

11 C.F.R. § 100.7(a)(1)

11 C.F.R. § 100.7(a)(1)(iii)

11 C.F.R. § 100.7(a)(1)(iii)(A)

11 C.F.R. § 100.7(a)(1)(iii)(B)

11 C.F.R. § 116.1(c)

11 C.F.R. § 116.2(e)

11 C.F.R. § 116.3(a)

11 C.F.R. § 116.3(b)

11 C.F.R. § 116.3(c)

11 C.F.R. § 9007(c)(2)

INTERNAL REPORTS CHECKED: Audit Documents

FEDERAL AGENCIES CHECKED: None

I. GENERATION OF MATTERS

Audit Referral 99-08 was generated by an audit of the Clinton/Gore '96 General Committee, Inc. ("General Committee"), the Clinton/Gore '96 General Election Legal and Accounting Compliance Fund ("GELAC), and Joan Pollitt as treasurer, conducted pursuant to 26 U.S.C. § 9007(a). The audit covered the period between August 1, 1996 and March 31, 1997.³ The Audit Division referred findings that relate to apparent prohibited contributions to the General Committee from three vendors, World Wide Travel Services, Inc., AT&T Unified Plan Services, and Excelsior Hotel, in connection with extensions of credit by the vendors.⁴ The Audit Division's referral materials are attached. Attachment 4.

³ The Audit staff also conducted limited reviews for certain activity through June 30, 1998.

⁴ The Commission voted on March 4, 1999 to receive the findings in the Audit Report on the General Committee that World Wide Travel Services, Inc., AT&T Uniplan Services and Excelsior Hotel made apparent prohibited contributions to the General Committee without any determination on the merits of the Audit staff's analysis of the facts or interpretation of the law.

II. FACTUAL AND LEGAL ANALYSIS

A. LAW

Corporations are prohibited from making contributions or expenditures in connection with a federal election. 2 U.S.C. § 441b(a). Similarly, no candidate, political committee or other person shall knowingly accept or receive a prohibited contribution.⁶

It is unlawful for a candidate or political committee to knowingly accept any contribution or make any expenditure in violation of the dollar limits established by the Federal Election Campaign Act, as amended. 2 U.S.C. § 441a(f).

⁶ Publicly-funded general election candidates must sign a written agreement certifying, *inter alia*, that they will not accept any contributions to defray qualified campaign expenses. See 26 U.S.C. §§ 9003(b)(2); 9002(11); 11 C.F.R. §§ 9003.2(a)(2); 9002.11.

A commercial vendor⁷ may extend credit to a political committee provided that the credit is extended in the ordinary course of the corporation's business and the terms are substantially similar to extensions of credit to nonpolitical debtors that are of similar risk and size of obligation."⁸ 11 C.F.R. § 116.3(b). In determining whether credit has been extended in the ordinary course of the vendor's business, the Commission will consider (1) whether the commercial vendor followed its established procedures and its past practice in approving the extension of credit; (2) whether the commercial vendor received prompt payment in full if it previously extended credit to the same candidate or political committee; and (3) whether the

⁷ A commercial vendor is defined as "any persons providing goods or services to a candidate or political committee whose usual and normal business involves the sale, rental, lease or provision of those goods or services." 11 C.F.R. § 116.1(c).

⁸ An extension of credit may include, but is not limited to, the following transactions: (1) any agreement between the creditor and political committee that the full payment is not due until after the creditor provides goods or services to the political committee; (2) any agreement between the creditor and political committee that the political committee will have additional time to pay the creditor beyond the previously agreed to due date; and (3) the failure of the political committee to make full payment to the creditor by a previously agreed to due date. 11 C.F.R. § 116.1(e).

extension of credit conformed to the usual and normal practice in the commercial vendor's trade or industry. 11 C.F.R. § 116.3(c).

Figure 1. The effect of the concentration of the Ca^{2+} solution on the Ca^{2+} concentration in the Ca^{2+} solution. The concentration of the Ca^{2+} solution was 0.1, 0.2, 0.3, 0.4, 0.5, 0.6, 0.7, 0.8, 0.9, 1.0, 1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 2.0, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 3.0, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 4.0, 4.1, 4.2, 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, 5.0, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 5.9, 6.0, 6.1, 6.2, 6.3, 6.4, 6.5, 6.6, 6.7, 6.8, 6.9, 7.0, 7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 7.7, 7.8, 7.9, 8.0, 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 8.8, 8.9, 9.0, 9.1, 9.2, 9.3, 9.4, 9.5, 9.6, 9.7, 9.8, 9.9, 10.0, 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.8, 10.9, 11.0, 11.1, 11.2, 11.3, 11.4, 11.5, 11.6, 11.7, 11.8, 11.9, 12.0, 12.1, 12.2, 12.3, 12.4, 12.5, 12.6, 12.7, 12.8, 12.9, 13.0, 13.1, 13.2, 13.3, 13.4, 13.5, 13.6, 13.7, 13.8, 13.9, 14.0, 14.1, 14.2, 14.3, 14.4, 14.5, 14.6, 14.7, 14.8, 14.9, 15.0, 15.1, 15.2, 15.3, 15.4, 15.5, 15.6, 15.7, 15.8, 15.9, 16.0, 16.1, 16.2, 16.3, 16.4, 16.5, 16.6, 16.7, 16.8, 16.9, 17.0, 17.1, 17.2, 17.3, 17.4, 17.5, 17.6, 17.7, 17.8, 17.9, 18.0, 18.1, 18.2, 18.3, 18.4, 18.5, 18.6, 18.7, 18.8, 18.9, 19.0, 19.1, 19.2, 19.3, 19.4, 19.5, 19.6, 19.7, 19.8, 19.9, 20.0, 20.1, 20.2, 20.3, 20.4, 20.5, 20.6, 20.7, 20.8, 20.9, 21.0, 21.1, 21.2, 21.3, 21.4, 21.5, 21.6, 21.7, 21.8, 21.9, 22.0, 22.1, 22.2, 22.3, 22.4, 22.5, 22.6, 22.7, 22.8, 22.9, 23.0, 23.1, 23.2, 23.3, 23.4, 23.5, 23.6, 23.7, 23.8, 23.9, 24.0, 24.1, 24.2, 24.3, 24.4, 24.5, 24.6, 24.7, 24.8, 24.9, 25.0, 25.1, 25.2, 25.3, 25.4, 25.5, 25.6, 25.7, 25.8, 25.9, 26.0, 26.1, 26.2, 26.3, 26.4, 26.5, 26.6, 26.7, 26.8, 26.9, 27.0, 27.1, 27.2, 27.3, 27.4, 27.5, 27.6, 27.7, 27.8, 27.9, 28.0, 28.1, 28.2, 28.3, 28.4, 28.5, 28.6, 28.7, 28.8, 28.9, 29.0, 29.1, 29.2, 29.3, 29.4, 29.5, 29.6, 29.7, 29.8, 29.9, 30.0, 30.1, 30.2, 30.3, 30.4, 30.5, 30.6, 30.7, 30.8, 30.9, 31.0, 31.1, 31.2, 31.3, 31.4, 31.5, 31.6, 31.7, 31.8, 31.9, 32.0, 32.1, 32.2, 32.3, 32.4, 32.5, 32.6, 32.7, 32.8, 32.9, 33.0, 33.1, 33.2, 33.3, 33.4, 33.5, 33.6, 33.7, 33.8, 33.9, 34.0, 34.1, 34.2, 34.3, 34.4, 34.5, 34.6, 34.7, 34.8, 34.9, 35.0, 35.1, 35.2, 35.3, 35.4, 35.5, 35.6, 35.7, 35.8, 35.9, 36.0, 36.1, 36.2, 36.3, 36.4, 36.5, 36.6, 36.7, 36.8, 36.9, 37.0, 37.1, 37.2, 37.3, 37.4, 37.5, 37.6, 37.7, 37.8, 37.9, 38.0, 38.1, 38.2, 38.3, 38.4, 38.5, 38.6, 38.7, 38.8, 38.9, 39.0, 39.1, 39.2, 39.3, 39.4, 39.5, 39.6, 39.7, 39.8, 39.9, 40.0, 40.1, 40.2, 40.3, 40.4, 40.5, 40.6, 40.7, 40.8, 40.9, 41.0, 41.1, 41.2, 41.3, 41.4, 41.5, 41.6, 41.7, 41.8, 41.9, 42.0, 42.1, 42.2, 42.3, 42.4, 42.5, 42.6, 42.7, 42.8, 42.9, 43.0, 43.1, 43.2, 43.3, 43.4, 43.5, 43.6, 43.7, 43.8, 43.9, 44.0, 44.1, 44.2, 44.3, 44.4, 44.5, 44.6, 44.7, 44.8, 44.9, 45.0, 45.1, 45.2, 45.3, 45.4, 45.5, 45.6, 45.7, 45.8, 45.9, 46.0, 46.1, 46.2, 46.3, 46.4, 46.5, 46.6, 46.7, 46.8, 46.9, 47.0, 47.1, 47.2, 47.3, 47.4, 47.5, 47.6, 47.7, 47.8, 47.9, 48.0, 48.1, 48.2, 48.3, 48.4, 48.5, 48.6, 48.7, 48.8, 48.9, 49.0, 49.1, 49.2, 49.3, 49.4, 49.5, 49.6, 49.7, 49.8, 49.9, 50.0, 50.1, 50.2, 50.3, 50.4, 50.5, 50.6, 50.7, 50.8, 50.9, 51.0, 51.1, 51.2, 51.3, 51.4, 51.5, 51.6, 51.7, 51.8, 51.9, 52.0, 52.1, 52.2, 52.3, 52.4, 52.5, 52.6, 52.7, 52.8, 52.9, 53.0, 53.1, 53.2, 53.3, 53.4, 53.5, 53.6, 53.7, 53.8, 53.9, 54.0, 54.1, 54.2, 54.3, 54.4, 54.5, 54.6, 54.7, 54.8, 54.9, 55.0, 55.1, 55.2, 55.3, 55.4, 55.5, 55.6, 55.7, 55.8, 55.9, 56.0, 56.1, 56.2, 56.3, 56.4, 56.5, 56.6, 56.7, 56.8, 56.9, 57.0, 57.1, 57.2, 57.3, 57.4, 57.5, 57.6, 57.7, 57.8, 57.9, 58.0, 58.1, 58.2, 58.3, 58.4, 58.5, 58.6, 58.7, 58.8, 58.9, 59.0, 59.1, 59.2, 59.3, 59.4, 59.5, 59.6, 59.7, 59.8, 59.9, 60.0, 60.1, 60.2, 60.3, 60.4, 60.5, 60.6, 60.7, 60.8, 60.9, 61.0, 61.1, 61.2, 61.3, 61.4, 61.5, 61.6, 61.7, 61.8, 61.9, 62.0, 62.1, 62.2, 62.3, 62.4, 62.5, 62.6, 62.7, 62.8, 62.9, 63.0, 63.1, 63.2, 63.3, 63.4, 63.5, 63.6, 63.7, 63.8, 63.9, 64.0, 64.1, 64.2, 64.3, 64.4, 64.5, 64.6, 64.7, 64.8, 64.9, 65.0, 65.1, 65.2, 65.3, 65.4, 65.5, 65.6, 65.7, 65.8, 65.9, 66.0, 66.1, 66.2, 66.3, 66.4, 66.5, 66.6, 66.7, 66.8, 66.9, 67.0, 67.1, 67.2, 67.3, 67.4, 67.5, 67.6, 67.7, 67.8, 67.9, 68.0, 68.1, 68.2, 68.3, 68.4, 68.5, 68.6,

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C. AR 99-08 ANALYSIS

**1. Extension of Credit by World Wide Travel Services, Inc. to the
General Committee**

During audit fieldwork of the General Committee, the Audit staff identified an invoice from World Wide Travel Services, Inc. ("WWT"), dated January 23, 1997 for travel expenses the General Committee incurred between August 9, 1996 and November 8, 1996.

According to this invoice, the General Committee's travel expenses with WWT totaled \$1,620,521; and the General Committee had an outstanding balance of \$775,876 as of January 23, 1997. Attachment 3 at 2. On March 31, 1997, the General Committee forwarded this invoice to the Democratic National Committee ("DNC") for payment of the total outstanding balance. *Id.* at 3; *see* 2 U.S.C. § 441a(d). The Audit staff determined that approximately \$775,180 remained outstanding between November 8, 1996 through March 31, 1997, or no less than 143 days. *Id.* The DNC paid these expenses in full by September 1998.

The Audit staff requested documentation from the General Committee regarding the airfare expenses paid to WWT. In response to this request, the General Committee provided additional records including an invoice dated May 31, 1997 that listed charges to the General Committee's WWT account from September 18, 1996 through January 29, 1997. The General Committee also provided a Customer Activity Report, dated January 20, 1997, that documented "Receivables and Checks Combined" in connection with all its airfare charges from August 9, 1996 through January 10, 1997. The Audit staff identified a discrepancy between the ending balance on an invoice dated October 31, 1996 and the beginning balance on an invoice dated May 31, 1997. Subsequently, the Audit staff requested all invoices from October 13, 1996 through May 31, 1997, and evidence that WWT attempted to collect on the General Committee's outstanding balance. The General Committee did not furnish additional responsive documents, nor did it provide the Audit staff with evidence that WWT consistently billed the General Committee for its travel related expenses. Attachment 3 at 3. However, the General Committee did provide the Audit staff with a copy of the Travel Agent Agreement between the General Committee and WWT, dated August 30, 1996. Attachment 4 at 14-18. The agreement provided that WWT would charge the General Committee a late fee of 10% per annum (.833% per month)

of the outstanding balance for each invoice paid more than 30 days past the date of receipt. *Id.* at 16.

During the exit conference, the Audit staff informed the General Committee that there was no documentation verifying that WWT consistently invoiced the General Committee (or the DNC), that WWT was aware that the DNC was responsible for payment after October 1, 1996, or that WWT reached an agreement with the General Committee or the DNC concerning payment. Attachment 3 at 4. Subsequently, the Treasurer of the General Committee submitted an affidavit dated April 8, 1998, stating that as of September 30, 1996, the General Committee notified WWT that the DNC would pay all bills and expenses incurred after October 1, 1996 in connection with the WWT account. *Id.* The affidavit also confirmed that the General Committee forwarded the March 31, 1997 invoice to the DNC after it reconciled the bill with its own records. *Id.*

In the ECM, the Audit staff recommended that the General Committee provide documentation in addition to the Treasurer's affidavit, such as statements from WWT that confirmed the credit extended was in the ordinary course of business including policies on billing, advanced payment and debt collection, and examples of accounts and procedures for billing customers of similar size and risk for which WWT provided similar travel related services. Attachment 3 at 4.

In response to the ECM, the General Committee provided the Audit staff with a written statement along with an additional copy of the Travel Agent Agreement and affidavits from Steve Davison, WWT's Vice President of Marketing and Client Services, and Barbara Yates, a Certified Public Accountant hired by the General Committee. Attachment 4 at 12, 19. In his affidavit, Mr. Davison confirmed that the General Committee informed WWT of the payment

arrangement with the DNC as of September of 1996. *Id.* at 12. Mr. Davison also stated that WWT and the General Committee agreed that WWT would receive an increase in transaction fees as a result of this arrangement and WWT would charge interest on the unpaid balance forwarded to the DNC.¹⁴ *Id.* Mr. Davison concluded that WWT had no intention of making a contribution to the General Committee; he noted that WWT received large monthly payments from the General Committee from August through December of 1996, and WWT's billing and debt collections policies with respect to the General Committee were within the ordinary course of the business. *Id.* at 12, 13. Mr. Davison attributed WWT's sporadic billing to the General Committee's erratic travel during the last weeks before the general election. *Id.* at 13. However, he noted that the General Committee made large payments with interest during August 1996 through December 1996, and again in February 1997. *Id.*

The General Committee also asserted that prior to forwarding bills to the DNC, it was billed and paid WWT regularly for travel-related services, and noted additional WWT invoices evidencing that the Committee received such invoices every 30 days.¹⁵ Attachment 4 at 6, 8. Furthermore, in her affidavit, Ms. Yates asserted that when the account became past due, WWT telephoned her several times per month for assistance in collecting the payment from the DNC. Attachment 4 at 19.

The Audit staff did not receive the requested documentation relevant to WWT's billing, advance payment or debt collection policies. Attachment 3 at 7. Therefore, the Audit staff

¹⁴ However, the Audit staff determined that pursuant to the Travel Agent Agreement, the General Committee was already billed for such charges prior to this arrangement. Attachment 3 at 7.

¹⁵ However, the Audit staff could only identify three invoices, dated October 13, 1996, January 23, 1997 and May 31, 1997, that detailed the General Committee's travel related expenses. *Id.* at 6. The General Committee believed that the Audit staff overlooked invoices dating from September through December 1996. Although the Audit staff requested detail on the November and December 1996 invoices, the General Committee did not provide this documentation.

concluded in the Audit Report that the General Committee failed to demonstrate that the extension of credit was within the ordinary course of business and the terms were substantially similar to extensions of credit to nonpolitical debtors that are of similar risk and size of obligation. 11 C.F.R. § 116.3.

Moreover, the General Committee maintained an outstanding balance of \$775,180 for approximately four months; no evidence suggests that WWT utilized a collection agency to obtain the General Committee's payment of the debt prior to the General Committee forwarding this outstanding balance to the DNC for payment pursuant to 2 U.S.C. § 441a(d). Attachment 3 at 3, 5. Although the General Committee and WWT argue that the General Committee regularly received WWT invoices and made large monthly payments toward these invoices, only three invoices detail the General Committee's travel-related expenses during the period in question. *Id.* at 6. Furthermore, without any additional information detailing the General Committee's travel related expenses from November 8, 1996 through March 31, 1997, or WWT's billing, advance payment or debt collection policies, it appears that there is reason to believe that this extension of credit was a prohibited contribution in violation of 2 U.S.C. § 441b(a). The General Committee and WWT have failed to provide sufficient evidence to support a finding that this extension of credit was in the ordinary course of business. *See* 11 C.F.R. § 116.3(c). Although the affidavits of Ms. Yates and Mr. Davison argue that the General Committee's agreement with WWT was within the ordinary course of business, they have not provided the necessary documentation to that effect. As a result, the Audit staff was unable to review WWT's billing policies, advance payment or debt collection policies or compare the Travel Agent Agreement to other agreements with similar nonpolitical debtors.

Because the General Committee did not provide any documentation regarding WWT's billing policies, debt collection policies and treatment of nonpolitical debtors, it appears that WWT did not extend credit to the General Committee in the ordinary course of business, 11 C.F.R. § 116.3(c); thus, the airfare charges appear to be an in-kind contribution to the General Committee. Therefore, the Office of General Counsel recommends that the Commission find reason to believe that World Wide Travel Services, Inc. made a prohibited contribution to the Clinton/Gore '96 General Committee, Inc. in violation of 2 U.S.C. § 441b(a). The Office of General Counsel also recommends that the Commission find reason to believe that Clinton/Gore '96 General Committee, Inc. and Joan Pollitt, as treasurer, accepted a prohibited contribution from World Wide Travel Services, Inc. in violation of 2 U.S.C. § 441b(a). However, this Office also recommends that the Commission take no further action against World Wide Travel Services, Inc. and the Clinton/Gore '96 General Committee and Joan Pollitt, as treasurer, because the General Committee's debt to World Wide Travel Services, Inc. has been paid in full, and it appears that the General Committee made periodic payments toward the debt and World Wide Travel Services, Inc. made some efforts to collect the debt.

2. Extension of Credit by AT&T Uniplan Services to the General Committee

The General Committee owed AT&T Uniplan Services ("AT&T") a total of \$342,515 in telephone charges for usage expense between August 1996 and November 1996. Attachment 3 at 8. Although the Audit staff could not identify a contract agreement, credit agreement or

deposits related to this account during audit fieldwork,¹⁶ the Audit staff identified a total of seven payments to AT&T between October 16, 1996 and April 16, 1997 totaling \$189,267. *Id.*

Based on the invoices available to the Audit staff, the General Committee had an outstanding balance of at least \$154,094 from October 16, 1996 to March 4, 1997, or made no payment for 139 days. *Id.* It appears that no payments were made to AT&T from April 17, 1997 through September 30, 1997; however, the General Committee paid AT&T in full by May 1998. *Id.*

During the exit conference, the Audit staff questioned the General Committee about this payment history and provided the General Committee with a schedule concerning disbursements to AT&T. Attachment 3 at 8. The General Committee responded that it disagreed with AT&T as to the amount due, and that the AT&T Claims Recovery Division had been in contact with the General Committee by telephone and in writing. *Id.* The General Committee also produced a copy of part of a contract between the Primary Committee and AT&T for the period September 29, 1995 through September 29, 1996; however, the contract did not discuss late payments or disputed charges. Moreover, the General Committee did not provide documentation that this contract was extended beyond September 29, 1996, or that the General Committee assumed the terms of the contract. *Id.* at 9. It appears that after the Primary Committee's contract expired, AT&T allowed additional charges on the account. *Id.*

The Audit staff recommended in the ECM that the General Committee provide additional documentation to establish that the extension of credit was within the ordinary course of AT&T's business pursuant to 11 C.F.R. § 116.3, such as AT&T's policies on billing, advanced payment and debt collection, and examples of accounts and procedures for nonpolitical customers of

¹⁶ The Audit staff identified a letter from AT&T dated March 4, 1997 notifying the General Committee of this amount. See Attachment 3 at 8.

similar size and risk for which AT&T provided similar communications services. Attachment 3 at 9.

In response to the ECM, the General Committee provided the same documentation that it had previously provided along with an affidavit from Kristina Womack, the General Committee's Accounting Manager. Attachment 4 at 20. Ms. Womack stated that it took 10 months to reconcile the bills with AT&T due to many errors that needed to be corrected. *Id.* Additionally, the General Committee provided an affidavit from Carol Ford, a Political Markets Manager at AT&T, who stated that it is AT&T's ordinary course of business to conduct a thorough review of a campaign's long distance telephone calls, and contact a campaign after the election to discuss the billing in detail with the Committee staff. Attachment 4 at 121. With regard to the General Committee, she stated that there was periodic communication with the General Committee throughout 1997, and that AT&T had received 42% of the total amount due by April 1997. *Id.* Ms. Ford also indicated that the account was referred to AT&T's collection agency for a brief period when the General Committee failed to make agreed upon payments. Finally, she stated that it is AT&T's experience that it takes more than a year to settle accounts with Presidential campaigns. *Id.*

The documentation provided during the audit did not demonstrate that AT&T's extension of credit to the General Committee was similar to credit extended to other nonpolitical debtors of similar size and risk, nor has documentation been provided concerning the company's advance payment policies, debt collection policies or billing cycles for nonpolitical debtors. 11 C.F.R. § 116.3(b). Therefore, the Audit staff concluded in the Audit Report on the General Committee that since the General Committee had an outstanding balance of \$154,094 to AT&T from October 16, 1996 to March 14, 1997, the extension of credit by AT&T did not appear to have

been made in the ordinary course of business, and appeared to result in an in-kind contribution to the General Committee.

Because the General Committee has not provided documentation of AT&T's billing policies, debt collection policies and policies toward nonpolitical debtors that may enable this Office to conclude that the extension of credit was in the ordinary course of business, the Office of General Counsel recommends that the Commission find reason to believe that AT&T Corporation made a prohibited contribution to the Clinton/Gore '96 General Committee in violation of 2 U.S.C. § 441b(a). The Office of General Counsel also recommends that the Commission find reason to believe that the Clinton/Gore '96 General Committee and Joan Pollitt, as treasurer, accepted a prohibited contribution from AT&T Corporation in violation of 2 U.S.C. § 441b(a). However, this Office also recommends that the Commission take no further action against the AT&T Corporation and the Clinton/Gore '96 General Committee and Joan Pollitt, as treasurer, because the General Committee's debt to AT&T has been paid in full, and it appears that AT&T made some efforts to collect the debt.

3. Extension of Credit by M.S. Green - Little Rock Corporation d/b/a the Excelsior Hotel to the General Committee

During the audit fieldwork, the Audit staff determined that the General Committee incurred expenses totaling \$157,209 at the Excelsior Hotel¹⁷ from November 5, 1996 through November 7, 1996 for an election night event, hotel rooms and room service. Attachment 3 at 11. The General Committee made its initial payment of \$4,500 for the expenses on

¹⁷ M.S. Green - Little Rock Corporation, which is incorporated in Arkansas, does business as the Excelsior Hotel. For convenience, this Report shall identify the respondent as *Excelsior Hotel*. Thus, any reference to the Excelsior Hotel shall mean M.S. Green - Little Rock Corporation d/b/a the Excelsior Hotel.

August 19, 1997. Thus, the total amount was outstanding for 287 days before the General Committee made a payment for these expenses. *Id.* An additional payment of \$44,500 was made on September 30, 1997. The expenses were paid in full by February 1998.

In response to the Audit staff's concerns during audit fieldwork, the General Committee provided an affidavit from its Treasurer stating that the General Committee disputed several charges on the bill from the Excelsior Hotel because some of the expenses should have been paid by the DNC, the White House, the Democratic Governors' Association and state party committees. Attachment 3 at 12. Moreover, the General Committee argued that Excelsior Hotel made repeated attempts to collect the payment, and representatives of the General Committee and Excelsior Hotel met in June 1997 to resolve this dispute. *Id.* at 12. Thereafter, the charges were paid in 15 installments between August 1997 and February 1998. *Id.*

In the ECM, the Audit staff requested that the General Committee provide additional documentation from the Excelsior Hotel to demonstrate that the credit was extended in the ordinary course of business, such as billing policies for similar clients, advance payment policies, and debt collection policies, and to provide any allocation of the costs among the General Committee and other entities. Attachment 3 at 13.

In response to the ECM, the General Committee stated that it is in the ordinary course of business for Excelsior Hotel to attempt to collect payment within 30 days of transmitting the bill for payment, and that bills are sent within three days of the event when associations or organizations pay for their guests. Attachment 4 at 9. The General Committee also provided an affidavit from Linus Raines, the General Manager of the Excelsior Hotel. *Id.* at 122. In his affidavit, Mr. Raines stated that there were difficulties in collecting payment from the General Committee due to several changes in General Committee personnel who always asked the

Excelsior Hotel to resend the invoices. Additionally, Mr. Raines stated that Excelsior Hotel made repeated attempts to obtain payment from the General Committee by sending six invoices between November 14, 1996 and June 16, 1997, and utilized methods similar to collecting payments for other special events held at the Excelsior Hotel by national and regional organizations. *Id.* at 123. There was also an affidavit from Barbara Yates, a Certified Public Accountant hired by the General Committee, who stated that there were numerous telephone calls from Excelsior Hotel to the General Committee between January 1997 through March 1997 regarding the debt and that the General Committee continued to reconcile the invoices during this period to resolve the disputed items. *Id.* at 124.

In the Audit Report of the General Committee, the Audit staff noted that some of the invoices were not billed promptly within three days. For example, room charges totaling \$66,324 for an event held on November 5, 1996 were not billed until February 20, 1997. Attachment 3 at 14. Moreover, documentation regarding the extension of credit to nonpolitical debtors of similar size and risk was not provided, nor was information concerning Excelsior Hotel's advance payment policies, debt collection policies or billing cycles involving nonpolitical debtors. *Id.*; see 11 C.F.R. § 116.3(c). Finally, the General Committee failed to provide the requested allocation of costs at the Excelsior Hotel among various entities, such as the DNC, the White House, the Democratic Governors Association and state party committees. Attachment 3 at 14. Thus, the Audit staff concluded in the Audit Report that it appeared that Excelsior Hotel did not extend credit in the ordinary course of business and the General Committee therefore appeared to accept a prohibited contribution from the Excelsior Hotel. See 11 C.F.R. §§ 116.3(b) and (c); 2 U.S.C. § 441b(a).

Because the General Committee did not provide documentation of the Excelsior Hotel's billing policies, debt collection policies, or extension of credit to other nonpolitical debtors, 11 C.F.R. § 116.3(c), and the General Committee delayed making a payment for the Excelsior Hotel expenses for 287 days, there appears to be no basis to conclude that the credit was extended in the ordinary course of business. *See* 11 C.F.R. § 116.3(c). It therefore appears that the Excelsior Hotel made a prohibited contribution of \$157,209 to the General Committee. 2 U.S.C. § 441b(a). Thus, the Office of General Counsel recommends that the Commission find reason to believe that M.S. Green - Little Rock Corporation d/b/a the Excelsior Hotel made a prohibited contribution to the Clinton/Gore '96 General Committee, Inc. in violation of 2 U.S.C. § 441b(a). The Office of General Counsel also recommends that the Commission find reason to believe that the Clinton/Gore '96 General Committee, Inc. and Joan Pollitt, as treasurer, accepted a prohibited contribution from M.S. Green - Little Rock Corporation d/b/a the Excelsior Hotel in violation of 2 U.S.C. § 441b(a). However, this Office also recommends that the Commission take no further action against Excelsior Hotel because it has received payment in full, and it appears that the Excelsior Hotel made continuous efforts to collect the debt by sending six invoices over seven months before the June 17, 1997 meeting with the General Committee to resolve disputes related to the debt. Moreover, the General Committee disputed numerous charges that took a considerable amount of time to resolve. Similarly, this Office recommends that the Commission take no further action against the Clinton/Gore '96 General Committee, Inc. and Joan Pollitt, as treasurer, because the General Committee paid the debt in full, and it appears that the General Committee disputed numerous charges that took a considerable amount of time to resolve.

III. RECOMMENDATIONS

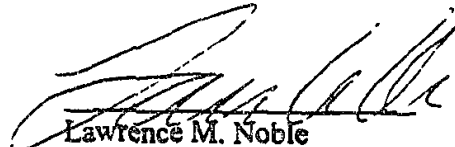
1. Open a Matter Under Review.

5. Find reason to believe that Clinton/Gore '96 General Committee, Inc., and Joan Pollitt, as treasurer, accepted a prohibited contribution from World Wide Travel Services, Inc. in violation of 2 U.S.C. § 441b(a), but take no further action and close the file as it relates to Clinton/Gore '96 General Committee, Inc. and Joan Pollitt, as treasurer.
6. Find reason to believe that Clinton/Gore '96 General Committee, Inc., and Joan Pollitt, as treasurer, accepted a prohibited contribution from AT&T Corporation in violation of 2 U.S.C. § 441b(a), but take no further action and close the file as it relates to the Clinton/Gore '96 General Committee, Inc., and Joan Pollitt, as treasurer.
7. Find reason to believe that Clinton/Gore '96 General Committee, Inc., and Joan Pollitt, as treasurer, accepted a prohibited contribution from M.S. Green - Little Rock Corporation d/b/a the Excelsior Hotel in violation of 2 U.S.C. § 441b(a), but take no further action and close the file as it relates to the Clinton/Gore '96 General Committee, Inc. and Joan Pollitt, as treasurer.
8. Find reason to believe that World Wide Travel Services, Inc. made a prohibited contribution to the Clinton/Gore '96 General Committee, Inc. in violation of 2 U.S.C. § 441b(a), but take no further action and close the file as it relates to World Wide Travel Services, Inc.
9. Find reason to believe that AT&T Corporation made a prohibited contribution to the Clinton/Gore '96 General Committee, Inc. in violation of 2 U.S.C. § 441b(a), but take no further action and close the file as it relates to AT&T Corporation.

10. Find reason to believe that M.S. Green - Little Rock Corporation d/b/a the Excelsior Hotel made a prohibited contribution to the Clinton/Gore '96 General Committee, Inc. in violation of 2 U.S.C. § 441b(a), but take no further action and close the file as it relates to the M.S. Green - Little Rock Corporation d/b/a the Excelsior Hotel.

12. Approve the appropriate letters.

6/26/00
Date


Lawrence M. Noble
General Counsel

Attachments

3. Audit Referral Materials relating to Clinton/Gore '96 General Committee, Inc. and Clinton/Gore '96 General Election Legal and Accounting Compliance Fund (AR 99-08)
4. Section II of the Clinton/Gore '96 General Committee's Response to the Exit Conference Memorandum

- The auditors' recommendation that the General Committee may have received a prohibited contribution from AT&T Uniplan Services through an alleged improper extension of credit pertaining to the billing of telephone expenses is contrary to the factual record in this matter and to the Commission's regulations at 11 C.F.R. §116.3. This billing was in the ordinary course of business, and no prohibited contribution occurred.
- The auditors' recommendation that the General Committee may have received a prohibited contribution from the Excelsior Hotel through an alleged improper extension of credit pertaining to the billing of election night event and hotel expenses is contrary to the factual record in this matter and to the Commission's regulations at 11 C.F.R. §116.3. This billing was in the ordinary course of business, and no prohibited contribution occurred.
- The auditors' recommendation that the General Committee should be reimbursed by the Primary Committee for \$46,036 in travel expenses, including travel for individuals working exclusively on General Committee business, because it is not a qualified campaign expense by the General Committee, is contrary to the clear factual record in this matter, and its adoption would result in an improper repayment of \$46,036.
- The auditors' recommendation that \$175,162 in media expenses, refunds and commissions are undocumented and therefore not a qualified campaign expense by the General Committee, is contrary to the clear factual record in this matter, and its adoption would result in an improper repayment of \$175,162.

The Committee's arguments on these issues are set out more fully below and are supported by additional documentation and testamentary evidence. Even a cursory glance at these issues strongly suggests that no violations of law occurred, and no repayments are warranted.

II. AUDIT FINDINGS AND RECOMMENDATIONS - NON-REPAYMENT MATTERS.

A. APPARENT PROHIBITED CONTRIBUTIONS RESULTING FROM EXTENSION OF CREDIT BY A COMMERCIAL VENDOR

The Exit Conference Memorandum identified three vendors as extending credit to the Committee outside the normal course of business in violation of 11 C.F.R. §116.3. As described more fully below and supported by the attached documentation and affidavits, each of the transactions identified by the auditors was in compliance with 11 C.F.R. §116.3.

Commission regulations at §116.3 permit commercial vendors to extend credit to a political committee, provided that the credit is extended in the ordinary course of the vendor's

business and the terms are substantially similar to extensions of credit to nonpolitical entities of similar risk for obligations of similar size. 11 C.F.R. §116.3(a) and (b). However, in applying this provision, the Audit Division places an enormous burden on and holds committees and their vendors to an unattainable standard — the auditors require committees and their vendors to reconcile every bill, no matter how large and no matter how lengthy in time, down to the last penny. If a committee should fail to do so, the auditors treat the expenditures a "non-qualified campaign expense." However, if a committee is meticulous and thorough, but in doing so takes a matter of weeks or months, the entire bill is alleged to be a corporate contribution. Such a result is absurd. The contrast between 1992 and 1996 is a good example of this.

During the 1992 audit process of Clinton for President and the Clinton/Gore '92 Committees, approximately \$158,604 in apparent duplicate or overpayments to commercial vendors were identified. In efforts to collect refunds from the vendors for the amount of overpayment, the 1992 Committees spent numerous hours in contacting and locating vendors, and assembling relevant Committee documentation. In a few of these instances, the refunds were uncollectible, and the Committees did not receive the money owed. In fact, if overpayments are inadvertently made by a committee trying to pay its bills promptly, it is very difficult to get the money back from a vendor. During the 1996 election process, the General Committee put forth tremendous effort to prevent the recurrence of duplicate payments by carefully reconciling expenses on invoices with the Committee's records, and verifying that no expense was paid more than once. As a result of these efforts, the auditors did not find any duplicates during the 1996 audit process.

This time, however, the auditors questioned several matters alleging extensions of credit for relatively small amounts (as compared to overall credit by a particular vendor) which remained outstanding for a period of time but were paid in full upon receipt of appropriate documentation. In these few instances, the Committee spent extensive amounts of time, energy and expense to reconcile these bills with the Committee's records, as well as verifying that the charges were reasonable and fully documented. In all instances, the commercial vendors received full payment from the Committee.

It is fundamentally unfair for the auditors to penalize the Committee and the vendors for taking precautions with respect to accounting for and verifying that these costs were qualified campaign expenses and reconciled with the Committee's records, especially since the Committees made every effort to avoid making duplicate or overpayments as they did during the 1992 presidential election. Moreover, the Act, Commission regulations, and advisory opinions, do not provide a set time in which payment must be made, but only require that the billing be handled in the vendor's normal and ordinary course of business.

Finally, the auditors' analysis of vendors' business practices does not take into account the extensive FEC regulatory requirements which require a level of documentation not necessarily maintained in the ordinary course of business. As this section and the attached affidavits confirm, the following vendors handled their respective billings in the normal and

ordinary course of their business in accordance with 11 C.F.R. §116.3.

1. World Wide Travel Services, Inc.

The auditors question \$775,876.39 of travel costs incurred by the Clinton/Gore '96 General Committee, Inc. ("General Committee") from World Wide Travel Services, Inc. ("WWTS"). These travel costs were billed to the General Committee and later paid by the Democratic National Committee ("DNC") from §441a(d) funds. The auditors incorrectly allege that an improper extension of credit occurred, because they contend that this amount was not billed and paid in the ordinary course of business. See 11 C.F.R. §116.3(b). They are wrong.

Contrary to the auditors' assertion, WWTS billed and received monthly payments from the General Committee for travel services throughout the general election period. WWTS was made aware that some of the Committee's bills would be sent to the DNC for payment. In addition, WWTS received interest on all obligations outstanding for more than 30 days.

Moreover, even if an amount was outstanding at the DNC for an extended period of time, it would not be an impermissible extension of credit from the vendor as long as the vendor made reasonable steps to collect the debt owed. As previously stated in our response of April 8, 1998, WWTS made numerous attempts to collect payment from the General Committee and the DNC. (See subsection d below). Thus, the auditors improperly state that an extension of credit occurred when it was known that WWTS tried to collect the outstanding debt. As was previously explained in the General Committee's response of April 8, 1998, and for the reasons set forth below, WWTS did not extend credit for travel services outside the ordinary course of business, thus fully complying with 11 C.F.R. §116.3(b).

a. Summary of Travel Arrangement

WWTS was the designated travel agency for the General Committee, and as such, reserved and ticketed all staff travel incurred on behalf of the General Committee. On September 30, 1996, representatives from the General Committee met with representatives of the DNC to request payment of travel costs from DNC §441a(d) funds for staff travel occurring after October 1, 1996. At this time, it was estimated that these travel costs could be as much as \$700,000. The DNC committed to pay future travel expenses for the general election campaign from §441a(d) funds.

The General Committee immediately communicated to WWTS its intention to have all future travel services paid from §441a(d) funds, and also communicated the possibility that travel costs could be as much as \$700,000. See Affidavit of Steve Davison (Exhibit 1). WWTS agreed to this arrangement provided that WWTS would receive interest on any unpaid balance of bills forwarded to the DNC, as well as an increased transaction fee to cover additional accounting expenses. See Travel Agent Agreement, August 30, 1996. (Exhibit 2) This arrangement was the same as that made by WWTS with Clinton for President and Clinton/Gore '92 during the 1992

presidential election cycle. WWTS received full and timely payment from both of these entities at that time. Moreover, it was the same billing practice that WWTS was currently maintaining with the DNC. Thus, this was the same billing practice that WWTS had previously used and was currently using with other similar high-volume customers, giving WWTS an expectation of full and timely payment.

Despite the above-mentioned arrangement, the General Committee was aware that there were travel costs in addition to the estimated amount to be paid with §441a(d) funds during the general election period. For these, WWTS continuously billed the General Committee for travel services throughout the general election period, and received large monthly payments from the General Committee during this time. After the general election was over, WWTS began preparing a final billing statement for all general election travel. This final billing statement was forwarded to the General Committee on January 23, 1997. Upon reconciliation, the General Committee paid its portion of the final bill, and forwarded the remaining balance to the DNC for payment on March 31, 1997.

b. The auditors make several factual errors with respect to WWTS in the Exit Conference Memorandum.

The auditors base their claim that WWTS may have improperly extended credit to the General Committee on several misstatements of facts. The auditors improperly state that the January 23, 1997, invoice which included the \$775,876.39 amount, was outstanding at least 143 days -- from November 8 until March 31, 1997 (the last date of travel until the day the invoice was forwarded to the DNC on March 31, 1997). This implication that the passage of time itself was commercially unreasonable is simply incorrect, because the transaction fee was increased and then interest was charged, as is explained below with respect to billings and payments made.

The auditors state that an extension of credit may have occurred as far back as August 9, 1996. Once again, this is incorrect. The auditors base this fact on a weekly trip report dated January 12, 1997, provided to the General Committee by WWTS. While WWTS provided the General Committee with trip reports, which include the itinerary and cost of each WWTS ticket, these were not invoices. The trip reports were used to track the travelers' intended itineraries and to comply with 11 C.F.R. §9034.7. However, the trips on these reports were not reconciled with tickets actually used, nor verified to determine whether the travel listed was taken by General Committee staff for general election purposes. As discussed below, the General Committee was making regular monthly payments during this time.

Finally, the auditors noted that the General Committee's invoice dated October 13, 1996, did not agree with the beginning balance on the May 31, 1997 invoice. Of course it did not. The auditors are simply disregarding intervening invoices and payments as explained below. The Committee made payments to WWTS in November and December, 1996, and the January 23, 1997 statement served as the General Committee's final invoice. Thus, the outstanding amount stated on the May 31, 1997, back-up documentation was never intended to succeed the October

13, 1997 invoice. In fact, the May invoice was simply intended to be additional back-up documentation for the January invoice.

- c. In accordance with its normal billing practices, WWTS billed the General Committee on a continuous basis throughout the general election period.

WWTS billed the General Committee on a continuous basis in accordance with its normal practices and its agreement with the General Committee. At no time did WWTS present billings to the General Committee less frequently than every 30 days, in compliance with its obligations under the Travel Agent Agreement between WWTS and the General Committee. Billings were sent in September, October, November and December of 1996 and in January 1997.

Contrary to statements made by the auditors in the Exit Conference Memorandum, all copies of WWTS invoices were made available to the auditors during the audit process. The auditors had access to binders containing invoices and matching wire transfers in their offices throughout the audit process. These binders contained the November and December 1996 invoices from WWTS. Additionally, the auditors reference the January 23, 1997 final billing statement in the Exit Conference Memorandum. Thus, it is completely false for the auditors to allege that they did not have invoices available to them dated between October 13, 1997, and May 31, 1997, when their own memorandum refers to at least one such invoice.

Beginning in early December 1996, WWTS began reconciling the General Committee account. The reconciliation process was complicated and time consuming. WWTS needed to account for hundreds of tickets issued in a very short period of time. Due to the voluminous amount of travel in this ten week period, it was very time consuming to determine those tickets which were actually used as compared to the hundreds of tickets that were issued. WWTS also needed to prepare its back-up documentation in a manner that allowed the General Committee to easily determine that a particular trip complied with FEC regulations. Thus, it took WWTS more time than ordinarily needed to assemble back-up documentation which itemized the name of the individual traveling, the trip itinerary, including the airport name of arrival and departure, flight number and time of travel, as well as the cost of each trip.

We also note that for the first time in the 1996 election cycle, the FEC regulations include a new requirement that each presidential committee maintain an itinerary for every trip taken by every individual. This requirement added additional burden to those vendor and Committee employees preparing and maintaining travel records. Moreover, WWTS was in the throes of closing its books for numerous other clients, as well as preparing the General Committee's final billing. Thus, it took WWTS 45 days (from the date of the Committee's December payment until January 23, 1997) for WWTS to prepare the final billing statement. Given the reasons set forth above, this was a commercially reasonable time to assemble this bill and was not outside the ordinary course of business. With respect to billing practices, WWTS performed its

obligations within the ordinary course of business.

- d. In accordance with its agreement with WWTS, the General Committee made large regular payments to WWTS throughout the general election period.

The General Committee made large regular payments to WWTS each month throughout the general election period. Specifically, the General Committee made the following monthly payments to WWTS for staff travel occurring prior to October 1, 1996:

August 1996	\$ 11,339.05
September 1996	\$162,024.80
October 1996	\$152,019.70

When it became apparent at the end of October 1996, that airfare for the General Committee would exceed the estimated amount of \$700,000 to be paid by the DNC, WWTS sent additional invoices to the General Committee in early November and December 1996, for payment. The Committee made the following payments to WWTS in November and December :

November 1996	\$300,000.00
December 1996	\$100,000.00

Moreover, on February 5, 1997, 13 days from the date of the final billing statement, the General Committee paid WWTS \$249,517 for the remaining portion of the outstanding balance owed from General Committee funds.

In summary, beginning August 31, 1996 until February 5, 1997, the General Committee made fifteen payments totaling \$972,642 for WWTS travel. None of these payments were outstanding for more than 30 days, with the exception of an October 16 payment of \$3,278.00, which was paid within 45 days. Thus, the General Committee made continuous and timely payments to WWTS throughout the general election period.

- e. In accordance with its debt collection procedures, WWTS attempted to collect payment on the \$775,876 to be paid from the DNC.

After receipt of the January 23, 1997 invoice, the General Committee as part of its continuing obligation under Commission regulations needed to reconcile the bill prior to forwarding it for payment to the DNC to avoid auditors' claims of nonqualified campaign expenses or duplicate payments. See Affidavit of Barbara Yates (Exhibit 3). Moreover, the General Committee needed to monitor the expenditure limits and made sure appropriate amounts were being paid by the proper entities. Upon reconciliation, the General Committee forwarded the invoice to the DNC for payment on March 31, 1997. With respect to the \$775,876.39 figure

included on the January 23, 1997, invoice, representatives from WWTS were in contact through telephone calls and faxes with representatives of the General Committee, from January 23 until March 31, 1997, when the invoice was forwarded to the DNC.

Once the invoice was forwarded to the DNC, WWTS made several telephone calls a month to demand immediate payment for the \$775,879.39 from representatives of the General Committee and the DNC. WWTS made several phone calls a month to Barbara Yates, the outside accountant for the General Committee, and Brad Marshall, the Chief Financial Officer, at the DNC. Moreover, representatives from the General Committee met with representatives at the DNC to make its own efforts to collect payment on behalf of WWTS. See attached Affidavits of Steve Davison and Barbara Yates. At no time did WWTS go more than a couple of weeks without communicating with the General Committee or the DNC in an attempt to collect the outstanding balance owed on the General Committee's travel account. Thus, WWTS attempted to collect the outstanding debt in the ordinary course of business.

f. Conclusion

As of February 4, 1997, the Committee had completely satisfied all obligations owed to WWTS. Moreover, as of today, the DNC has made payments totaling \$838,220.39, representing the \$775,876.39 travel charges plus interest accrued from January 1997 until July 1998. In summary, there was no period of time in which WWTS did not receive payments or interest on balances outstanding payments for more than thirty days. Thus, at no time did WWTS extend credit outside the ordinary course of business, and no prohibited contribution occurred.

2. AT&T Uniplan Services

The Audit Division questions whether AT&T provided its Uniplan services outside the ordinary course of business, because the Committee had an outstanding balance of \$154,094.00 between October 16, 1996 and March 4, 1997. To the contrary, AT&T acted in the ordinary course of its business in its efforts to obtain full payment of the AT&T Uniplan bill from the Committee. The Committee had legitimate questions regarding many charges on the bill, and in its customary manner, AT&T worked with the Committee to resolve these billing issues.

As the affidavit of Kristina Womack, the Committee's accounting department staff person responsible for this payable, explains, the initial review of the Uniplan bill was not completed until early 1997, and the verification process continued for many months thereafter. (Exhibit 4). From this laborious investigation, Ms. Womack determined that there were numerous billing errors that needed correction, and she shared her findings with AT&T both verbally and in writing. For example, there appeared to be numerous charges on the bill not incurred by committee personnel.

The Committee and AT&T remained in written and telephonic communication during this time with the Committee seeking to ascertain the actual amount owed and AT&T trying to

determine this amount but also routinely asking the Committee to pay the entire account balance.¹ Once an amount was finally established, the Committee began to make weekly payments to AT&T. When these payments temporarily ceased, AT&T made a written demand for immediate payment of the account balance. Instead, the Committee resumed weekly payments but within sixty (60) days, AT&T referred the account to its collection agency with instructions to proceed with collection. The Committee and the collection agency established a new payment plan, and the Committee again resumed regular payments. The Committee's obligation to AT&T was paid in full.

All of AT&T's actions were in keeping with its standard billing and collection procedures. As the affidavit of Carol Ford states, any high volume customer with a good payment record would also have been accorded the same treatment as the Committee. (Exhibit 6). The Committee received no preferential treatment; rather, the size and complexity of the Committee's bill dictated that both parties would spend extraordinary amounts of time researching and verifying the numerous charges. In all of its dealings with the Committee, AT&T acted in the ordinary course of business. AT&T had no intention of extending credit to the Committee. It merely was treating the Committee in the same way as it would treat any similar customer.

Both Ms. Womack's and Ms. Ford's affidavits confirm that AT&T and the Committee adhered to their respective standard operating procedures in the instant case, and the amount of time required to settle this account was commercially reasonable given the circumstances. AT&T's commercial dealings with the Committee were in accordance with the requirements of 11 C.F.R. §116.3, and no prohibited contribution occurred.

3. Excelsior Hotel

Arkansas' Excelsior Hotel ("Excelsior Hotel" or "Excelsior") was the chosen site for President Clinton's re-election night party held on November 5, 1996. The General Committee incurred costs at the Excelsior Hotel in connection with this party totaling \$157,209. This amount consisted of event costs (\$89,763), hotel rooms (\$54,165), and room services (\$13,281). Since the General Committee began making payments to Excelsior Hotel for these charges on August 19, 1997, the auditors' question whether Excelsior Hotel extended credit outside the normal course of business. Contrary to the auditors' claim, the Excelsior timely billed the General Committee for these costs and attempted to collect the debt in a timely manner. Thus, the Excelsior did not extend credit to the General Committee outside the normal course of business, and fully complied with FEC regulations. See 11 C.F.R. §116.3.

¹ The Audit Division was informed of specific actions AT&T took to collect this obligation in the Committee's April 8, 1998 response. These items are also attached hereto. (Exhibit 5)

- a. Excelsior Hotel billed the General Committee for event costs in the ordinary course of business.

The Excelsior Hotel billed the General Committee in accordance with hotel business industry practice and established billing procedures. See Affidavit of Linus Raines, Exhibit 7. It is customary practice for hotels to request payment for hotel rooms and room service charges from clients at the time they depart from the hotel. In the case of associations or organizations who pay for their guests, Excelsior sends billings within 3 days after the date of the event. It is also customary practice for hotels to request payment for event costs at the conclusion of an event once all costs in connection with the event have been accounted for and attributed to the appropriate entity. Ordinarily, such billing occurs within 3 days from the date of the event.

This event was held on November 5, 1996. Representatives of Excelsior Hotel met with a General Committee employee to discuss charges for event costs and hotel rooms incurred by the General Committee prior to her departure from the hotel. Subsequently, Excelsior Hotel generated bills totaling \$165,987.68, \$99,663.67 for event costs and room service charges, and \$66,324.01 for hotel rooms and incidentals.

The Excelsior Hotel billed the General Committee for all costs in question within 3 days from the date of the event, and in accordance with hotel industry standard. Thus, with respect to billing practices in connection with the election night event, Excelsior Hotel billed the General Committee within the ordinary course of business.

- b. Excelsior Hotel timely attempted to collect the debt in the ordinary course of business.

The Excelsior Hotel vigorously attempted to collect the debt in accordance with its debt collection procedures. It is the ordinary course of business for the Excelsior to expect payment within 30 days of having been billed. If prompt remittance is not the case, then the hotel will follow up with phone calls until full payment is made.

As early as January 1997, Excelsior Hotel began placing telephone calls to General Committee accounting staff to request immediate payment for these costs. Between January 28, 1996, and March 21, 1997, Excelsior called General Committee staff on at least seven different occasions to discuss hotel charges and to demand full payment.

The General Committee disputed charges on the initial invoices totaling \$165,987.68 as incorrectly billed to the Committee and actually owed by other entities. Based on discussions with Committee staff, Excelsior Hotel made corrections to these invoices and re-issued a second bill on March 21, 1997, for \$105,180.91. This amount reflected event costs and room service charges. See attached reconciliation as Exhibit 8.

Even after these corrections to the original invoices, the General Committee still disputed that it owed the full amount of \$105,180.91. Following the March 21, 1997 billing, Excelsior Hotel renewed its efforts to collect payment. Since the General Committee accounting staff employees who were working closely with the Excelsior staff left the General Committee, Excelsior Hotel continued with follow-up calls to Barbara Yates at Baird, Kurtz, & Dobson, Chief Accountant to the General Committee. See Affidavit of Barbara Yates. (Exhibit 2) When payment still had not been received, the Excelsior requested a meeting with a General Committee representative in Little Rock, Arkansas, on June 17, 1997, to discuss the payment.

As a result of this meeting, on June 17, 1997, Excelsior Hotel re-billed the General Committee separately for those amounts that were agreed upon. Within 60 days, the General Committee began making payment on these charges. Thus, through numerous and continuous phone calls, Excelsior Hotel vigorously attempted to collect the debt owed by the General Committee in accordance with its debt collection procedures, while the Committee attempted at the same time to obtain a correct invoice with the necessary back-up documentation.

c. The General Committee disputed the total debt owed to Excelsior Hotel

There was a genuine dispute between the Committee and the Excelsior, and both entities acted reasonably to resolve the matter. The General Committee disputed the total charges billed to it for the election night event because it believed that some of the room charges belonged to other entities such as the Democratic Governors' Association, the White House and the Democratic National Committee.²

In addition, there were numerous people who attended this event. More than a hundred of these individuals attended the event on behalf of the General Committee. While a list of General Committee guests was submitted early on to the hotel, this list kept changing up until the date of the event. Thus, it was important for the General Committee to verify each individual name as belonging to the General Committee, as well as to verify that each expenditure complied with the Committee travel policies. The Committee made numerous calls to other Democratic organizations for the purpose of determining which charges, if any, belonged to them. Once the General Committee reconciled the final bills and agreed upon the balance owed by it to Excelsior Hotel, it began making payments to Excelsior Hotel. Once all of the disputes were resolved, the General Committee paid all amounts owed to Excelsior Hotel and has satisfied all obligations owed to the hotel.

² If the Committee had not verified the room charges and had actually paid for rooms associated with guests of other entities, the Audit Division would likely have made a finding that the committee's incorrect payments were nonqualified campaign expenses

In summary, both parties were in regular contact with each other regarding payment of the charges. Excelsior Hotel billed the General Committee in a timely fashion and re-billed on two separate occasions as requested by the General Committee. These efforts were in addition to Excelsior Hotel's vigorous efforts to collect payment, including requesting meetings and making regular phone calls. Thus, Excelsior did not extend credit to the General Committee outside the normal course of business, and did not violate 11 C.F.R. §116.3.

III. AUDIT FINDINGS AND RECOMMENDATIONS - AMOUNTS DUE TO THE U.S. TREASURY

A. EXPENDITURE LIMITATION

The audit staff has calculated the expenditures subject to the limit to include winding down costs since winding down costs are qualified campaign expenditures under 11 C.F.R. §9004.4(a)(4) and count against the limit until reimbursed from GELAC. (Exit Conference Memorandum ¶III.A.) Accordingly, the auditors show the Committee over the limit by \$529,387 at 9/30/97 which is fully reimbursable from GELAC. (The auditors calculate the amount reimbursable from GELAC at \$1,472,374.) The Committee calculates the amount over the limit at 9/30/97 to be \$291,952 of which \$250,000 was reimbursed from GELAC during December, 1997, and the balance was reimbursed as part of \$356,000 transferred from GELAC during the first quarter of 1998.

From inception through June 30, 1998, the General Committee reported net operating expenditures (subject to limitation of \$60,742,308). Shown on the following page is the Committee's analysis of expenditures subject to limitation. The Committee plans to continue to reimburse amounts from GELAC as needed to cover winding down costs. The Committee does not have a surplus at this time and these reimbursements will not create a surplus.

B. DETERMINATION OF NET OUTSTANDING QUALIFIED CAMPAIGN EXPENSES

1. Financial Position of Committee

The Committee's analysis of its financial position as of December 5, 1996 appears below. The winding down expenses are based on winding down expenses incurred through June 30, 1998. Due to continuing demands for production of documents from several entities, the Committee is concerned that future legal costs will exceed current estimates. The Committee reserves the right to increase its estimate of winding down costs in the future prior to a final repayment determination if it appears that the Committee will continue to incur extraordinary legal expenses.

AFFIDAVIT OF STEVE DAVISON

I, STEVE DAVISON, hereby declare the following:

- 1 I am the Vice President of Marketing and Client Services at World Wide Travel Services Inc. ("WWTS"), an Arkansas corporation. I am familiar with the general billing practices of the corporation and specifically with the Clinton/Gore '96 account.
- 2 WWTS provided travel services to the Campaign during the 1996 presidential election. To the best of my knowledge, belief and recollection, the following occurred regarding WWTS' agreement with the Clinton/Gore '96 General Committee, Inc. ("Campaign")
- 3 In September of 1996, WWTS was advised by the Campaign that it intended to forward WWTS invoices for travel to the Democratic National Committee ("DNC") for payment from what were called §441a(d) funds. WWTS did not object because the DNC was already a significant WWTS client and we knew DNC billing practices. At that time, WWTS was further advised that staff airfare could turn out to be as much as \$700,000.
- 4 While WWTS had no objection, at that time, to the submission of our bills to the DNC, we sought and received an increased transaction fee to cover our accounting expenses and to also increase our profits. WWTS also sought and received an agreement whereby WWTS would charge interest on any unpaid balance of bills forwarded to the DNC. Accordingly, we viewed the decision to send WWTS bills to the DNC for payment as §441a(d) expenses as a commercially reasonable arrangement, particularly in light of the increased fees and possible interest charges it would generate.
- 5 WWTS had previous experience with clients of similar size through its provision of services for the DNC, Clinton for President and the Clinton/Gore '92 campaign during the 1992 presidential election period and had been paid in full by those entities.
- 6 Additional amounts were being billed to and paid by the Campaign during this same time period. From August 31 through the months of September and October, the Campaign made payments totaling \$319,397.01 for WWTS travel. By the end of October, it became clear that the cost of staff airfare to be paid by the DNC would exceed the anticipated \$700,000, and WWTS sent additional invoices to the Campaign in early November and December for air travel exceeding the estimated amount. The Campaign made large payments to WWTS in November and December 1996, totaling \$400,000.
- 7 At this point, the Campaign had made payments totaling \$723,125.01 for WWTS travel in the months of August, September, October, November and December 1996. In early December, 1996, WWTS began to work on a final invoice which was sent to the Campaign on January 23, 1997.
- 8 It took WWTS 43 days from the date of the Campaign's December payment to complete the final invoice, and WWTS understood that this final bill would be forwarded to the DNC for payment. The time needed to prepare it was not unusual nor commercially

unreasonable for the following reasons. The volume of travel that occurred during the last weeks of the general election period was greater and more erratic than expected causing a large volume of unused tickets to be reconciled with actual tickets issued. WWTS also spent many hours preparing back-up documentation in accordance with the Campaign's travel policy. Moreover, since WWTS' accounting year ended December 31, 1996, our accounting department was spending extraordinary amounts of time on closing our books in addition to time spent on preparing its final billing for the Campaign. Thus, it was impossible for WWTS to assemble a final billing until January 23, 1997. Given the circumstances explained above, the time it took WWTS to prepare and submit the final billing was reasonable and no different from how other similar-volume clients would have been treated. This billing included all airfare and transaction fees as well as interest accrued.

9. Based on the January 23rd invoice, the Campaign made payments to WWTS totaling \$249,517 on February 5, 1997. This left an amount due to be paid by the DNC of \$775,876.39.
10. With respect to collecting debts owed by clients, WWTS treats each client on an individual basis. In most instances, we attempt to collect debts owed by making several follow-up telephone calls and sending reminder statements. If clients still fail to pay their outstanding debts, WWTS will consult an attorney for appropriate action. In the instant case, I have spent a large proportion of my professional life since January 1997 applying pressure to the DNC and the Campaign to make good on the invoice forwarded to the DNC under this arrangement through repeated telephone calls and meetings. During this period, we have sent statements on a monthly basis listing the outstanding balance and interest accrued. We have even gone so far as to consult an attorney on how to proceed.
11. Since WWTS received large monthly payments from the Campaign in the months of August, September, October, November, and December, 1996, and in February 1997, and received interest on all amounts outstanding after January 1, 1997, WWTS did not provide the Campaign with an extension of credit outside the normal course of business. Moreover, there was no intention on the part of WWTS to make a contribution to the Campaign in this manner or in any other manner that would violate federal election laws.

I declare under penalty of perjury under 28 U.S.C. §1746 that the foregoing is true and correct.

Executed on this 21st day of July, 1998.


Steve Davison

DRAFT

TRAVEL AGENT AGREEMENT

THIS AGREEMENT, dated and effective August 30, 1996, by and between CLINTON/GORE '96 GENERAL COMMITTEE, INC. An Arkansas corporation, (hereinafter referred to as the "Campaign") having offices at 2100 M St., N.W., Washington, D.C. 20036, and WORLD WIDE TRAVEL SERVICES, INC., an Arkansas corporation, (hereinafter referred to as the "Travel Agent"), having offices at 2228 Cotondale Lane. Little Rock, AR 72202.

WITNESSETH:

WHEREAS, the Campaign has determined that the services of a consultant are necessary for travel services in the area of scheduled airline ticketing, Amtrak reservations, hotel/motel reservations, and car rental reservations; and

WHEREAS, Travel Agent has agreed to provide such services on the terms and conditions contained herein:

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. Engagement of Travel Agent. The Campaign hereby engages Travel Agent to provide travel services including scheduled airline ticketing, Amtrak reservations, hotel/motel reservations, and car rental reservations. All such consulting services shall be conducted by Travel Agent as directed by the Board of Directors, with approval of the candidate and in conformance with the rules and regulations of the Federal Election Commission and the governing election laws.

A. Travel Agent shall provide the following services with regard to Air travel:

- (i) Negotiate air fares;
- (ii) Reserve and ticket all Campaign travel using the Campaign Air Travel Credit Card and negotiated rates with American Airlines, Delta and other companies as they are activated;
- (iii) Reconcile the Campaign Air Travel Credit Card bi-monthly or as often as received from the Credit Card company..
- (iv) Ticket delivery, customized invoice and reporting, itinerary production and automated personal profiles for all travelers;
- (v) Track, reconcile and present weekly, or as often as received, billings for air travel and car rental by trip number and department, name of the traveler, the points traveled to and from, and time of arrival and departure.

- (vi) Track, reconcile and present monthly billings for transaction fee less commissions refunded to Campaign;
 - (vii) An on-site travel agent;
 - (viii) A toll free nationwide service telephone line for after hour service staffed by a subcontractor Atlas Travel. The cost of the toll free service will be paid by Travel Agent for all calls which result in a ticket, and the Campaign will pay the cost of information only calls. Travel Agent will provide telephone reports from the toll line on a monthly basis for purposes of billing Campaign for information only calls;
 - (ix) Automated Quality Control to audit for lowest available fare at the time of ticketing;
- B. Travel Agent shall provide the following services with regard to Amtrak:
- (i) Reserve all Campaign travel;
- C. Travel Agent shall provide the following services with regard to car rentals:
- (i) Negotiate net, non-commissionable rates with car rental companies which include property and liability insurance coverage and waive surcharges for drivers under the age of 25 and additional drivers whenever possible;
 - (ii) Reserve all Campaign rental vehicles. Travel Agent shall utilize the Campaign's direct billing and negotiated rates with Alamo, Avis, and other companies as they are activated. When established credit is not acceptable, Travel Agent shall contact the Campaign's Director of Travel to arrange payment.
- D. Travel Agent shall provide the following services with regard to hotels/motels:
- (i) Negotiate net, non-commissionable rates with unionized hotels/motels when available;
 - (ii) Reserve all hotel/motel rooms for Campaign staff for general campaign travel.
- E. Campaign shall at its sole cost and expense provide the following:
- (i) A dedicated toll free nationwide service telephone line with operational hours from 7:30 a.m. to 7:00 p.m. CST Monday through Friday, and 10:00 p.m. to 3:00 p.m. CST on Saturday. Hours of service may be expanded upon mutual verbal agreement;

F. Travel Agent agrees to prepare and provide to the Campaign, in a timely manner, at the request of the Campaign's Legal and Accounting Departments, any reports, summaries, itineraries, invoices or other documentation or information necessary to comply with the Federal Election Campaign Act or other requirements of the Federal Election Commission.

2. Consulting Fee. In consideration of the services to be performed by Travel Agent under this Agreement, the Travel Agent shall bill the Campaign \$58 per transaction against related commissions rebates earned by Travel Agent and refunded to the Campaign. Cash settlement will occur no later than thirty (30) days after receipt of invoice. Each invoice paid more than thirty (30) days past date of receipt will be charged a late fee of 10% per annum (.833% per month) of the outstanding balance.

A transaction shall be defined as tickets issued for all Airlines and Amtrak ticket purchases or reissued tickets. Refunds of unused tickets are specifically excluded from the definition of transaction. Commission rebates shall include all commissions earned by Travel Agent from Airline and Amtrak tickets issued for Campaign. Commission from commissionable hotel/motel rates are specifically excluded.

Fees are limited to those specifically defined in Paragraph 2 of this agreement. Travel Agent shall not be entitled to any other expenses or costs incurred for providing these services.

3. Personnel and Time Devoted to Engagement. Travel Agent shall devote all such time and such personnel as are necessary for the performance of its duties hereunder. Travel Agent's personnel shall be available to travel to perform the duties under this Agreement. All personnel assigned by Travel Agent to perform duties under this Agreement shall be employees of or contractors for Travel Agent and shall not be employees of Campaign. However, all employees of the Travel Agent shall be required to adhere to the Campaign's standards of conduct and policies governing Campaign employees while working on Campaign facilities.

4. Term and Renewal. The term of this Agreement shall commence on the date hereof and shall continue through November 30, 1996 unless earlier terminated in accordance with Section 9 hereof. This Agreement may be further extended, renewed or amended upon written agreement of the parties.

5. Confidentiality. Travel Agent agrees that it will not at any time, in any fashion, form or manner, either directly or indirectly, disclose or communicate to any person, firm or corporation, any non-public or proprietary information concerning the Campaign or any other information deemed confidential by the Campaign. Only authorized Campaign personnel will be permitted to communicate with the press on any Campaign matters. If a member of the press contacts Travel Agent, the call or other communication shall be referred to the Campaign representative designated by the Board of Directors. Travel Agent agrees that it will require any employee, consultant or subcontractor in a management capacity under this Agreement to execute a similar agreement regarding confidentiality.

6. Ownership of Work Product. Except as provided herein, Travel Agent agrees that all work product, files, lists, documents, art work, computer records, and other materials produced or obtained in furtherance of this engagement become and remain the exclusive property of the Campaign, and shall be deemed works for hire created for the Campaign for purposes of the Copyright Law of 1976; and all copyright and any other rights in and to such writings and materials shall belong to the Campaign. Travel Agent shall provide a copy of all such materials to the Campaign at the conclusion of the engagement and Consultant shall not have the right to disseminate such materials in any form without the express written consent of the Campaign.

7. Exclusive Agreement. By entering into this Agreement, the Campaign gives to Travel Agent and Travel Agent obtains, exclusive rights to provide to the Campaign any of the services covered by this Agreement. During the life of this Agreement, the Campaign has the right to change assigned agents servicing this agreement.

8. Termination. Either party shall have the right to terminate this Agreement for any reason upon two weeks written notice to the other party. In the event of termination, the Campaign shall pay Travel Agent for work completed through the effective date of termination.

9. Relationship between the Parties. The relationship between Travel Agent and the Campaign shall be that of independent contractor, and nothing contained in this Agreement shall be construed to constitute Travel Agent as an employee, partner, joint venturer or agent of the Campaign.

11. Notices. All notices and consents required or permitted hereunder shall be sufficient if given in writing and either hand-delivered or mailed by certified mail, postage prepaid, return receipt requested, to the other party at the address set forth below or to such other address as either party may designate by like notice.

A. If to Travel Agent, then send notice(s) to:

Steve Davison
World Wide Travel Services, Inc.
2228 Cotondale, Suite 200
Little Rock, AR 72203-2701

B. If to Campaign, then send notice(s) to:

Lyn Utrecht
Oldaker, Ryan, Phillips & Utrecht
818 Connecticut Avenue, N.W.
Suite 1100
Washington, D.C. 20006

12. Miscellaneous. This Agreement constitutes the entire understanding between the parties and may be modified or terminated only by an executed writing. This Agreement shall be binding on and enforceable by the respective successors and assigns of the parties, except that neither of the parties may assign any of their rights or obligations under this Agreement without the express prior written consent of the other party. This Agreement may be executed in counterparts, each of which when so executed and delivered shall be an original. The headings of the Sections have been inserted for convenience of reference only and do not constitute a part of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia. Any action to enforce any right hereunder shall be brought only in the courts of the District of Columbia.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement set forth on the foregoing ____ pages on the date first above mentioned.

WORLD WIDE TRAVEL SERVICES, INC.

By: _____

Date: _____, 1996

CLINTON/GORE '96 GENERAL COMMITTEE, INC.

By: _____

Date: _____, 1996

AFFIDAVIT OF BARBARA YATES

I. BARBARA YATES. hereby declare the following:

1. I am the outside Certified Public Accountant to Clinton/Gore '96 General Committee, Inc. ("the General Committee"). I have been so retained since 1996. I make this affidavit based on my personal knowledge and upon review of the General Committee's accounting records.
2. The General Committee received a final invoice from World Wide Travel Services, Inc. ("WWTS") in January 1997. The General Committee immediately began the necessary reconciliation and verification process for this bill so that it could determine the proper amounts owed by the General Committee and the Democratic National Committee ("DNC"), respectively. On February 7, 1997, the General Committee made a payment of \$249,517 to WWTS for the outstanding balance owed from General Committee funds. The General Committee continued its review and verification of the remaining charges and on March 31, 1997, it forwarded the verified invoice to the DNC.
3. After the General Committee forwarded the invoice to the DNC, I received several telephone calls a month from both officers and employees of WWTS regarding the amount owed by the DNC. The specific goal of these calls was to collect the \$775,876 plus interest that the DNC owed to WWTS. WWTS continued these calls for over a year in a regular and persistent manner in an effort to collect the outstanding amount. Upon information and belief, WWTS repeatedly called me because, based on their experience with the 1992 campaign, they believed that I could best facilitate their collection efforts.
4. Twice, I met with Brad Marshall, the Chief Financial Officer of the DNC as well as other DNC employees to encourage them to pay WWTS as soon as possible. It is my belief that the General Committee took all reasonable actions to assist WWTS in collecting the amount owed to them by the DNC.
5. The General Committee was in frequent, regular contact with WWTS regarding the outstanding balance on its travel account. Further, the General Committee paid WWTS the portion it owed within 15 days of receiving the final invoice and then worked to ensure that the DNC made its final payment.

I declare under penalty of perjury under 28 U.S.C. § 1746 that the foregoing is true and correct.

Executed on this 28 day of July, 1998.


Barbara Yates

ATTACHMENT 4
Page 19 of 143
Exhibit 2

AFFIDAVIT OF KRISTINA WOMACK

I, KRISTINA WOMACK, hereby declare the following:

1. I was a manager in the accounting department of Clinton/Gore'96 General Committee, Inc. ("the Committee") for the 10-month period following the 1996 presidential election. I make this Affidavit based on my personal knowledge.
2. As an accounting department manager, I spent a substantial amount of my time during this 10-month period reviewing bills received by the Committee. The review and investigation of the AT&T Uniplan account (#171 778 5020 137) bill was particularly time-consuming due to the numerous charges included therein.
3. By early 1997, I completed my initial review of the Uniplan account and concluded that there were many billing issues to be investigated and resolved. Shortly thereafter I began the painstaking task of verifying each charge on the Uniplan bill. I believed that this was necessary due to the high level of accountability required of the Committee under the regulations of the Federal Election Commission. During this verification process, I found countless billing errors including charges for non-Committee phone lines and calls, charges for inactive phone lines and calling cards, charges for fraudulent use and incorrect "plan" charges.
4. Throughout this entire period, I was in frequent telephonic and written communication with a number of AT&T employees regarding the billing issues as well as the outstanding Uniplan account balance. Even though the Committee was disputing many of the charges on the bill, AT&T routinely requested by telephone and letter that the Committee pay the balance in full. Instead, the Committee in good faith made regular payments to AT&T while it attempted to ascertain the correct amount of money owed to AT&T.
5. The Committee had no intention of requesting or receiving an extension of credit from AT&T. The Committee was in a legitimate dispute with AT&T regarding numerous charges, and consequently, did not know until many months after the election, the true amount of money owed to AT&T. Once this amount was established, the Committee began making regular weekly payments to AT&T.

I declare under penalty of perjury that the foregoing is true and correct and that this Affidavit is executed by me on the 17 day of July, 1998


KRISTINA WOMACK 7/17/98

4
20-143
Exhibit 4

200-04-0000-0000

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AT&T
171-778-5020-137

Month	Amount	Paid	Date	Ck #
16-Nov-95	27.44	27.44	21-Dec-95	3458
16-Dec-95	68.60	68.60	23-Jan-96	3921
16-Jan-96	12,532.78	12,197.91	29-Feb-96	5371
16-Feb-96	26,224.79	26,224.79	29-Feb-96	5372
16-Mar-96	51,462.55	48,840.07	30-Apr-96	7829
16-Apr-96	24,632.11	22,687.00	30-Apr-96	7843
16-May-96	23,712.54	21,297.58	31-May-96	8717
16-Jun-96	35,545.14	33,170.24	31-Jul-96	10816
16-Jul-96	25,472.92	24,774.06	31-Aug-96	11989
16-Aug-96	31,192.72	29,626.97	18-Sep-96	12433
16-Sep-96	50,800.64	50,313.56	16-Oct-96	5867
16-Oct-96	145,880.79	30,000.00	09-Apr-97	13878
16-Oct-96	145,880.79	30,000.00	04-Mar-97	11987
16-Oct-96	145,880.79	30,000.00	24-Mar-97	13606
16-Oct-96	145,880.79	30,000.00	26-Mar-97	13629
16-Oct-96	145,880.79	10,000.00	26-Mar-97	13837
16-Oct-96	145,880.79	8,953.55	16-Apr-97	14027
16-Nov-96	137,129.28	15,783.61	26-Aug-97	14846
16-Nov-96	137,129.28	5,000.00	26-Aug-97	14845
16-Nov-96	137,129.28	5,000.00	04-Sep-97	14856
16-Nov-96	137,129.28	5,000.00	04-Sep-97	14857
16-Nov-96	137,159.28	5,000.00	12-Sep-97	14879
16-Nov-96	137,129.28	5,000.00	12-Sep-97	14880
16-Nov-96	137,129.28	5,000.00	12-Sep-97	14881
16-Nov-96	137,129.28	5,000.00	17-Sep-97	14930
16-Nov-96	137,129.28	5,000.00	25-Sep-97	14968
16-Nov-96	137,129.28	5,000.00	30-Sep-97	14979
16-Nov-96	137,129.28	5,000.00	29-Oct-97	15032
16-Nov-96	137,129.28	5,000.00	04-Nov-97	15057
16-Nov-96	137,129.28	5,000.00	04-Nov-97	15058
16-Nov-96	137,129.28	5,000.00	13-Nov-97	15081
16-Nov-96	137,129.28	5,000.00	19-Nov-97	15098
16-Nov-96	137,129.28	5,000.00	08-Dec-97	15123
16-Nov-96	137,129.28	5,000.00	17-Dec-97	15150
16-Nov-96	137,129.28	5,000.00	29-Jan-98	15196
16-Nov-96	137,129.28	5,000.00	29-Jan-98	15197
16-Nov-96	137,129.28	5,000.00	02-Feb-98	15227
16-Nov-96	137,129.28	5,000.00	02-Feb-98	15228
16-Nov-96	137,129.28	5,000.00	10-Feb-98	15250

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ATTACHMENT

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Exhibit 5 (p. 21-120)

Account Number	Bill Date	Payment Due Date
171 778-5020 137	OCT 15 1996	NOV 10 1996



AT&T UniPlan® Service

AT&T UniPlan Service Center CALL 1 800 413-5411

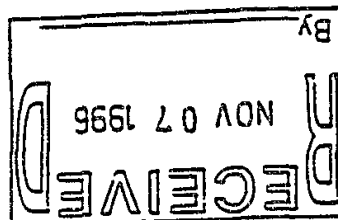
ACCOUNT STATUS

PREVIOUS BALANCE \$ 88,154.53
 PAYMENT RECEIVED \$ 29,626.97CR
 BALANCE \$ 58,527.56
 TOTAL CURRENT CHARGES \$ 145,880.79

THE TOTAL LONG DISTANCE DISCOUNT
 AMOUNT FOR YOUR ACCOUNT IS EQUAL
 TO \$ 40,797.50

TOTAL AMOUNT DUE

\$ 204,408.35



Thank you for participating in the AT&T Service Term Plan. Your current plan is scheduled expire after next month's bill. Please contact your AT&T Account Executive to review our discount pricing plans.

REMITTANCE SECTION. PLEASE TEAR AT PERFORATION AND MAKE PAYMENT.
 PLEASE MAKE SURE THAT AT&T P.O. BOX ADDRESS IS SHOWING THROUGH THE ENVELOPE WINDOW.

To ensure proper credit, please detach this portion and return with remittance.

Remittance Document

000114 BC

CLINTON GORE 96 GENERAL
 COMMITTEE INC
 PO BOX 19584
 WASHINGTON DC 20036



Account Number: 171 778-5020 137

Bill Close Date: OCT 15 1996

Payment Date: NOV 10 1996

Total Amount Due: \$ 204,408.35

Correction:

Please make checks payable to:

AT&T

P.O. BOX 371430

PITTSBURGH, PA 15250-7430

Amount Enclosed:

ATTACHMENT:

Page 22 of 143

171778502013723954000204408350014588079000000000000

Account Number	Bill Date	Payment Due Date
171 778-5020 137	NOV 16 1996	DEC 10 1996



AT&T UniPlan Service

AT&T UniPlan Service Center CALL 1 800 433-5411

ACCOUNT STATUS

PREVIOUS BALANCE \$ 204,408.35
 PAYMENT RECEIVED \$ 50,313.56CR
 ADJUSTMENTS \$ 38,932.91
 BALANCE \$ 193,027.70
 TOTAL CURRENT CHARGES \$ 137,159.26

THE TOTAL LONG DISTANCE DISCOUNT
 AMOUNT FOR YOUR ACCOUNT IS EQUAL
 TO \$ 38,266.83

TOTAL AMOUNT DUE

~~330,186.98~~

RECEIVED

Thank you for participating in the AT&T Service Term Plan. Your current plan has expired.
 Please contact your AT&T Account Executive to review our discount pricing plans.

REMITTANCE SECTION: PLEASE TEAR AT PERFORATION AND RETURN WITH PAYMENT.
 PLEASE MAKE SURE THAT AT&T P.O. BOX ADDRESS IS SHOWING THROUGH THE ENVELOPE WINDOW.

To ensure proper credit, please detach this portion and return with remittance.

Remittance Document

000114 BC

CLINTON GORE 96 GENERAL
 COMMITTEE INC
 PO BOX 19584
 WASHINGTON DC 20036



Account Number: 171 778-5020 137

Bill Close Date: NOV 15 1996

Payment Date: DEC 10 1996

Total Amount Due: ~~330,186.98~~

Amount Enclosed:

ATTACHMENT

Page 27 of 143

Corrector:

Please make checks payable to:

(check-box)
 Print new address
 on reverse of form.

|||||

AT&T

P.O. BOX 371430

PITTSBURGH, PA 15250-7430

1717785020137239540003301869800137159280000000003



Scott Schneider
Political Markets Manager

2020 K Street, N.W., 5th FL.
Washington, DC 20006
202 496-8546
Fax 202 496-8546
800 254-2628

FACSIMILE COVER SHEET

AT&T POLITICAL MARKETS GROUP

To: Tanya Prescott
Company: Clinton / Gore '96
Date: 2-14-97
Phone: 202-496-5046
Fax: 202-496-4878

From: Scott Schneider, Political Markets Manager
Ph #: 202-496-8546 Fax #: 202-496-8546

of pages with cover: 2

COMMENTS:

AT&T Uniplan Ball

SCT: 171 778 5020 137
LINTON GORE 96 GENERAL

LEAD

COL

DUE: 341,317.22

BD: 011697 MSI: 3

ACL: M VPP:

BTN MSI: 30

SL	CUS CODE	ACTIVITY TYPE	POSTED DATE	TRAN CODE	SUB ACCOUNT/ STUB/BATCH NUM	AMOUNT	STATUS
137	L	PAYMENT	103196	CA	102196C947042	50,313.56	CR 111696
137	L	FIS ADJ	102396	AA	1465653861252	38,932.91	111696
137	L	PAYMENT	092596	CA	092596M640065	29,626.97	CR 101696
137	L	PAYMENT	091396	CA	091396M621033	24,774.06	CR 091696
137	L	PAYMENT	082996	CA	082096C903044	2,121.70	CR 091696
137	L	PAYMENT	081696	CA	081696M580009	33,170.24	CR 081696
137	L	FIS ADJ	070196	BJ		.75	071696
137	L	FIS ADJ	070196	BK		.75	CR 071696
137	L	FIS ADJ	070196	BK		.75	CR 071696
137	L	PAYMENT	061396	CA	061396M486057	21,543.45	CR 061696

Y=> CUS DATE TYPE
CT CMD MOD
X TO SELECT DETAIL/PF10-SCROLL BACK/PF11-SCROLL FWD

- MORE -

AS of 2-14-97



Scott A. Schneider
Political Markets Manager

5th Floor
2020 K Street, NW
Washington, DC 20006
202 496-2546
FAX 202 496-8545
800 254-2929

February 27, 1997

Memorandum

To: Mr. Eric Kleinfeld, Chief Counsel, Clinton/Gore General Committee, Inc.
Ms. Sandy Taylor, Accounts Payable, Clinton/Gore General Committee, Inc.
From: Mr. Scott Schneider, AT&T Political Markets Manager
Re: Establishment of Payment Schedule for AT&T's Long Distance Service as well
as T1.5 Service Provided During Presidential Campaign

AT&T appreciated your business over the past year during this exciting Presidential Election. We worked very closely with numerous people on your campaign staff and we worked hard to provide the Clinton/Gore '96 and the Clinton/Gore General Committee, Inc. world class service. We look forward to continue our excellent working relationship.

At present, under your Uniplan Account #: 171 778 5020 137 the current amount due is \$342,515.27. The last payment received was on October 31, 1996 for \$50,313.56. Due to the large amount of moneys due, AT&T needs to request that a payment schedule will be adhered to and that all payments will be completed within 90 days or by Friday, May 30th, 1997.

I will be calling you to set-up a conference call within the next week. During this call, I would like to establish the payment schedule for both the long distance bills and T1.5 access bills.

Thank you for your attention to this matter.

cc: Ellis Kitchen, AT&T Special Accounts Director
Carol Ford, AT&T Political Markets Manager
Sandra Homung, AT&T Finance Manager
Kelly Koppes, AT&T Collections, Minn., MN
Kathy Thiel, AT&T Attorney, FEC

ATTACHMENT 4
Page 26 of 143



Scott Schneider
Political Markets Manager

2020 K Street, N.W., 5th FL.
Washington, DC 20006
202 496-8546
Fax 202 496-8546
800 854-2828

FACSIMILE COVER SHEET

AT&T POLITICAL MARKETS GROUP

To: Tonja Prescott
Company: Clinton/Gore General Committee Inc.
Date: 3/4/97
Phone: 202-496-5045
Fax: - 4878

From: Scott Schneider, Political Markets Manager
Ph #: 202-496-8546 Fax #: 202-496-8545

of pages with cover: 2

COMMENTS:

New balance due.
Please fill-in check # and send back.
Thank you.

ATTACHMENT 4
Page 27 of 41



Scott A. Schneider
Political Markets Manager

5th Floor
2020 K Street, NW
Washington, DC 20008
202 486-8548
FAX 202 486-8545
800 654-2928

March 4, 1997

Ms. Tonja Prescott
Accounts Payable
Clinton/Gore General Committee, Inc.
818 Connecticut Ave., NW, Suite 1000
Washington, DC 20006

Dear Ms. Prescott:

Thank you for your call this morning. The total amount due on your 171 Uniplan account is: \$342,515.27 - after your make a payment of \$30,000 today, check #. 11987, the new balance due will be: \$312,515.27

Thank you.

Sincerely,

Scott Schneider
Political Markets Manager

CLINTON
GORE

FAX COVER SHEET

Clinton/Gore '96 General Committee, Inc.

TO: Laura Aguayo
FAX: 800-457-4274
FROM: Kris Lionise
DATE: 11-10-97
Pages: 9 (including cover sheet)

COMMENTS: ATT account to be cancelled

This message is intended only for the use of the individual or entity to which it is addressed. This message may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the address below via the U.S. Postal service. Thank you.

(202) 293-1513 FAX (202) 496-4878



Interstate Dedicated Private Line Service

SUMMARY OF INVOICE CHARGES

Page Number

CLINTON GORE '96 GENERAL COMMITTEE

Billing Number: 1J Q54869 01 001
Account Number: 8001-470-7949
Invoice Number: 8725940058 ORIGINAL
Invoice Date: 04-01-97
For billing inquiries: 1-800-413-5410

Description	Monthly Charges	Pro-rated Charges/Credits	One-Time Charges/Credits	Taxes and Surcharges	Total
<u>Circuit Charges</u>					
ACCUNET@ SPECTRUM OF DIGITAL SERVICES					
AREC 685653 ATI #	\$1,003.18	\$16.57	\$0.00	\$0.00	\$1,025.7
MEGACOM@					
DHEC 688234 ATI	\$904.40	\$0.00	\$0.00	\$0.00	\$904.4
DHEC 688235 ATI	\$904.40	\$0.00	\$0.00	\$0.00	\$904.4
ACCUNET@ T1.5 MBPS SERVICE					
DHEC 207120 ATI	\$1,025.00	\$0.00	\$0.00	\$0.00	\$1,025.00
Total Circuit Charges:	\$2,902.96	\$16.57	\$0.00	\$0.00	\$2,919.53
Total This Account:	\$2,919.53			\$0.00	\$2,919.53

Account Number	Bill Close Date	Payment Due
054 261 2956 001	1/24/97	2/24/97 -



LINTON GORE PRIMARY

REF # 304 697 5178

AT&T Business Service

For Billing Inquiries 1 800 847-3595
 To Place an Order 1 800 222-0400
 For Repair Service 1 800 222-3000

Total Current Charges	Account Status
LONG DISTANCE CHARGES DOMESTIC OPERATOR HANDLED 1.76 TAXES FEDERAL TAX .05 TOTAL LONG DISTANCE CHARGES \$1.81 TOTAL CURRENT CHARGES \$1.81	PREVIOUS BALANCE .00 TOTAL CURRENT CHARGES \$1.81 TOTAL AMOUNT DUE \$1.81 Thank you for choosing AT&T. We appreciate your business. Thank you for using AT&T. You are a valued customer.

*****IMPORTANT MESSAGES ABOUT YOUR ACCOUNT*****

Each Month That Your Eligible Calls Reach \$25, AT&T Small BusinessSM Advantage Volume Discounts Will Automatically Be Applied.

Call Detail

No.	Date	Time	Place	Area/Number	Min	Call Type	Rate Period	Amount
-----	------	------	-------	-------------	-----	-----------	-------------	--------

LONG DISTANCE CALLS

LONG DISTANCE CHARGES BILLED TO: 054 261 2956 001

LONG DISTANCE CALLS BILLED TO: 304 697-5236

JAN 08 6:16P TO HUNTINGTON WV 304 697-5236 1 OCS EVE 1.76
 FR GALLIPOLIS OH 614 446-9164

TOTAL CHARGES \$1.76

TOTAL AT&T CALL CHARGES \$1.76

NOT a
Clinton/Gore
phone or
expense

W. Bloomfield
Resident

PLEASE REPORT ALL TELEPHONE LINE OR CALLING CARD ADDITIONS, DELETIONS OR CHANGES DIRECTLY
 TO AT&T, BY CALLING 1 800 847-3595

MAKE CHECKS PAYABLE TO AT&T. PLEASE INCLUDE YOUR ACCOUNT NUMBER ON PAYMENT.
 TO ENSURE PROPER CREDIT, PLEASE DETACH THIS PORTION AND RETURN WITH REMITTANCE

031278 1 AT .254 F19

CLINTON GORE PRIMARY

COMMITTEE INC

PO BOX 18983

WASHINGTON, DC 20036-8983

Please send Payments to:

AT&T

P.O. BOX 371302

PITTSBURGH, PA

15250-7302



Account Number: 054 261-2956 001

Bill Close Date: 1/24/97

Payment Due: 2/24/97

Total Amount Due: \$1.81

Amount Enclosed: \$

re if name, address,
 and number has
 changed. See reverse side.

ATTACHMENT 4

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05426129560010600000000000018100000000181000000000005

Account Number	Bill Close Date	Payment Due
054 261 2956 001	4/24/97	5/24/97



CLINTON GORE PRIMARY

REF # 304 697 5178

For Billing Inquiries 1-800-847-3595
To Place an Order 1-800-222-0400
For Repair Service 1-800-222-3000

AT&T Business Service

Total Current Charges	Account Status
<p>LONG DISTANCE CHARGES DIRECT DIALED 14.97 TAXES FEDERAL TAX .45 TOTAL LONG DISTANCE CHARGES \$15.42 OTHER CHARGES AND CREDITS TOTAL OC&Cs .01¢ TOTAL CURRENT CHARGES \$15.41</p>	<p>PREVIOUS BALANCE 6.33 ADJUSTMENT 04/10/97 6.32¢ TOTAL CURRENT CHARGES \$15.41 TOTAL AMOUNT DUE \$15.42</p>

IMPORTANT MESSAGES ABOUT YOUR ACCOUNT

Each Month That Your Eligible Calls Reach \$25, AT&T Small BusinessSM Advantage Volume Discounts Will Automatically Be Applied.

Summary of Payments, Adjustments, Other Charges and Credits

ITEM	DATE	EXPLANATION	CHARGES/CREDITS
		SUMMARY OF OTHER CHARGES & CREDITS	
1	4/10	CREDIT ADJUSTMENT	1.00¢
2	4/10	DEBIT ADJUSTMENT	.99
		TOTAL OTHER CHARGES & CREDITS	\$-.01¢

Not a Clinton Gore phone

PLEASE REPORT ALL TELEPHONE LINE OR CALLING CARD ADDITIONS, DELETIONS OR CHANGES DIRECTLY TO AT&T BY CALLING 1-800-847-3595.

MAKE CHECKS PAYABLE TO AT&T. PLEASE INCLUDE YOUR ACCOUNT NUMBER ON PAYMENT.
TO ENSURE PROPER CREDIT, PLEASE DETACH THIS PORTION AND RETURN WITH REMITTANCE.

018046 1 AT .254 F19

CLINTON GORE PRIMARY
COMMITTEE INC
PO BOX 18983
WASHINGTON, DC 20036-8983

Please send Payments to:

AT&T
P.O. BOX 371302
PITTSBURGH, PA
15250-7302



Account Number: 054 261-2956 001
Bill Close Date: 4/24/97
Payment Due: 5/24/97

Total Amount Due: \$15.42
Amount Enclosed: \$

A more if name, address, telephone number has changed. See reverse side.

ATTACHMENT 4
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054261295600106000000000015420000001541000000000003

Account Number	Bill Close Date	Payment Due
054 261 2956 001	4/24/97	5/24/97



CLINTON GORE PRIMARY

REF # 304 697 5178

Call Detail

No.	Date	Time	Place	Area/Number	Mins	Call Type	Rate Period	Amount
LONG DISTANCE CALLS								
LONG DISTANCE CHARGES BILLED TO: 054 261 2956 001								
LONG DISTANCE CALLS BILLED TO: 304 697-5236								
1	MAR 15	9:04P	PORTSMOUTH OH	614 354-4770	1	DDC	NT/W	20
2	MAR 17	9:16P	PORTSMOUTH OH	614 354-4770	1	DDC	EVE	20
3	MAR 17	9:17P	PORTSMOUTH OH	614 354-4770	17	DDC	EVE	3 37
4	MAR 22	8:48P	PORTSMOUTH OH	614 354-4770	12	DDC	NT/W	2 38
5	APR 13	9:41P	GREENSBORO NC	910 273-2650	42	DDC	EVE	8 82
TOTAL CHARGES								\$14.97

TOTAL AT&T CALL CHARGES

\$14.97

ATTACHMENT

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Interstate Dedicated Private Line Service

MONTHLY INVC

D

AT&T
AICS - MINN. PILOT
901 MARQUETTE STE 1000
MINNEAPOLIS, MN 55402

APR 10 1997

PD005909 2 FP 525

CLINTON GORE 96 GENERAL COMMITTEE
COMMITTEE INC
PO BOX 19584
WASHINGTON DC 20036

Billing Number: 1J Q54869 01 C01
Account Number: 8001-470-7949
Invoice Number: 8725940058 ORIGINAL
Invoice Date: 04-01-97
For billing inquiries: 1-800-413-5410
To place an order: 1-800-413-5410
For repair service: 1-800-325-1230

New Charges	Monthly Charges 04-01 through 04-30:	\$ 3,902.96	
	Prorated Charges/Credits:	\$ 16.57	
	One-Time Charges/Credits:	\$ 0.00	
	Total Charges:		\$ 3,919.53
	Federal Excise Tax:	\$ 0.00	
	State/Local Taxes and Surcharges:	\$ 0.00	
	Total Taxes and Surcharges on Charges:		\$ 0.00
	Total Charges, Taxes, and Surcharges:		\$ 3,919.53
Balance Brought Forward	Balance as of Last Monthly Invoice:	\$23,827.37	
	Payments Received:	\$ 6,446.37 ^{CR}	
	Date Amount Date Amount		
	03-03 \$4,561.02 04-02 \$1,885.35		
	Net Adjustments:	\$ 0.00	
	Balance Brought Forward:		\$17,381.00
Remittance Amount	Total Payable Upon Receipt:		\$21,300.53

THIS BILL REFLECTS A SERIOUSLY DELINQUENT BALANCE
UNLESS PAYMENT IS REMITTED IMMEDIATELY, WE WILL BE FORCED TO REFER YOUR ACCOUNT FOR COLLECTION.

To ensure proper credit, please detach this portion and return with remittance.

Remittance Document
Interstate Dedicated Private Line Service

CLINTON GORE 96 GENERAL COMMITTEE
COMMITTEE INC
PO BOX 19584
WASHINGTON DC 20036

Address Correction:

Please remit payments to:

|||||
AT&T
AT&T - P.O. BOX 27-0520
KANSAS CITY, MO. 64180-0520



Account Number: 8001-470-7949
Invoice Number: 8725940058
Inquiry Center: USG00700
Telephone Number: 1-800-413-5410

Invoice Date: 04-01-97

Amount Due: **\$21,300.53**

Amount Enclosed: 4

ATTACH

Page

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Interstate Dedicated Private Line Service

SUMMARY OF INVOICE CHARGES

Page Number

CLINTON GORE 96 GENERAL COMMITTEE

Billing Number: 1J Q54869 01 001
Account Number: 8001-470-7949
Invoice Number: 8725940058 ORIGINAL
Invoice Date: 04-01-97
For billing inquiries: 1-800-413-5410

Description	Monthly Charges	Prorated Charges/Credits	One-Time Charges/Credits	Taxes and Surcharges	Total
Circuit Charges					
ACCUNET® SPECTRUM OF DIGITAL SERVICES					
AREC 685000 ATI #	\$1,009.16	\$18.57	\$0.00	\$0.00	\$1,025.13
MEGACOM®					
DHEC 688234 ATI	\$904.00	\$0.00	\$0.00	\$0.00	\$904.00
DHEC 688235 ATI	\$904.00	\$0.00	\$0.00	\$0.00	\$904.00
ACCUNET® T1.5 MBPS SERVICE					
DHEC 207130 ATI	\$1,035.00	\$0.00	\$0.00	\$0.00	\$1,035.00
Total Circuit Charges:	\$3,902.96	\$18.57	\$0.00	\$0.00	\$3,919.13
Total This Account:	\$3,919.53				\$3,919.53



Interstate Dedicated Private Line Service

ACTIVITY SUMMARY

Page Number

CLINTON GORE 96 GENERAL COMMITTEE

Billing Number: 1J Q54869 01 001
Account Number: 8001-470-7949
Invoice Number: 8725940058 ORIGINAL
Invoice Date: 04-01-97

Description	Monthly Charges	Prorated Charges/Credits	One-Time Charges/Credits	Taxes and Surcharges
-------------	-----------------	--------------------------	--------------------------	----------------------

Circuit Charges

Monthly, Prorated, and One-Time Charges/Credits for 04-01-97 thru 04-30-97

AREC 635663 ATI Change Number: 007 Type of Change: Rate Change Total Prorated Charges from 03-20-97 thru 03-31-97	\$1,009.16	\$5.01		
Change Number: 008 Type of Change: Rate Change Total Prorated Charges from 03-20-97 thru 03-31-97		\$11.56		
Total Circuit Charges:	\$1,009.16	\$16.57	\$0.00	\$0.
Total This Account:	\$1,009.16	\$16.57	\$0.00	\$0.
Total Activity Charges, Taxes and Surcharges:	\$1,025.73			

ATTACHMENT

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AT&T UniPlan Service Center CALL 1 800 413-5410

AT&T - THE RIGHT CHOICE

214,685.76

- o immediate customer access to your products, services or information
- o income from services that were previously free
- o profit from information and knowledge
- o new revenue streams where none existed before
- o an alternate approach for invoicing and billing your customers.

REMITTANCE SECTION- PLEASE TEAR AT PERFORATION AND MAIL PAYMENT

PLEASE MAKE SURE THAT AT&T P.O. BOX ADDRESS IS SHOWING THROUGH THE ENVELOPE WINDOW

To ensure proper credit, please detach this portion and return with remittance.

Remittance Document

000659 3 SP .780 BC 3000037

CLINTON GORE 96 GENERAL
COMMITTEE INC
PO BOX 19584
WASHINGTON DC 20036



Account Number: 171 778-5020 137

Bill Close Date: APR 15 1997

Payment Date: MAY 10 1997

Total Amount Due: \$ 214,685.76

Amount Enclosed:

ATTACHMENT

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Page 1 of 1
1.71.7785020137239540002146857600001.0201700000000000

1 Correction:

Please make checks payable to:

.....

AT&T

P.O. BOX 371430

PITTSBURGH, PA 15250-7430

(check-box)
Print new address
on reverse of form.



Account Number	Bill Date	Payment Due Date
171 778-5020 137	APR 16 1997	MAY 10 1997

AT&T UniPlan Service

Summary of Group Charges ... A QUICK GLANCE

* Total Discounts Include: Volume/Term Plan/Nation Option/Special Discounts/Promotion (if applicable)

ACCOUNT # GROUP # DESCRIPTOR ADDRESS SERVICE SUBACCOUNT #	MONTHLY SERVICE CHARGES	INELIGIBLE USAGE	ELIGIBLE USAGE	TOTAL DISCOUNTS	OTHER CHARGES CREDITS	TAXES	TOTAL DUE FOR SUBACCOUNT	GROUP SUBTOTAL
ACCOUNT # 171 778-5020 137 PO BOX 19566 WASHINGTON DC 20014								
CORPORATE LEVEL ACTIVITY	60.00	N/A	N/A	N/A	0.00	2.40	62.40	62.40
GROUP # 100000 2100 M ST WASH DC 7TH FL 2100 R ST N WASHINGTON DC 20014								
Megacom Plus / Outbound								
**124 002-9936 080	3.00	1,051.41	0.00	0.00	21.73CR	134.81	1,170.70	
143 525-3531 237	0.00	0.00	0.00	0.00	2.33	1.39	9.53	
MEGACOM 200								
143 525-3531 231	3.00	0.00	0.00	0.00	23.03CR	23.46CR	23.46CR	
								991.37
TOTALS - A QUICK GLANCE	63.00	1,051.41	0.00	0.00	21.39CR	117.11	1,070.17	1,070.17

ATTACHMENT 4
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Account Number	Bill Date	Payment Due Date
71 778-5020 137	APR 16 1997	MAY 10 1997

AT&T UniPlan® Service Summary of Charges

TOTAL CURRENT CHARGES FOR ENTIRE ACCOUNT

Explanation	Corporate Level Activity	Group Level Activity	Subtotal
CUSTOMIZED PRICING PLAN - #ZZ100015			
MONTHLY CHARGES - APR 16 THRU MAY 15			
AT&T UniPlan® Service Monthly Subscription Fee	50.00		50.00
AT&T OUTBOUND			
AT&T Megacom® Plus Service		5.00	5.00
Switched Access	10.00		10.00
Nation Option Fee			65.00
SUBTOTAL			
AT&T UniPlan® Service USAGE CHARGES			
OUTBOUND USAGE		1,051.41	1,051.41
Ineligible For Discount			1,051.41
SUBTOTAL			
UniPlan® Service OTHER CHARGES AND CREDITS			
Distance Service		213.39CR	213.39CR
SUBTOTAL			213.39CR
AT&T UniPlan® Service TAXES			
LONG DISTANCE SERVICE			
Federal	2.00	27.73	29.73
Other Surcharges / Taxes	6.60	80.82	87.42
SUBTOTAL			117.15
TOTAL CURRENT CHARGES	68.60	951.57	1,020.17

ATTACHMENT 4
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Account Number	Bill Date	Payment Due Date
171 778-5020 137	APR 16 1997	MAY 10 1997

Summary of Service Usage and Discounts

SERVICE USAGE AND DISCOUNTS FOR ENTIRE ACCOUNT

Explanation	Usage Ineligible For Discount	Usage Eligible For Discount	Amount Of Volume Discount	Subtotal
AT&T OUTBOUND USAGE				
DOMESTIC LONG DISTANCE				
Operator Handled	371.90	0.00	0.00	371.90
Conference Service	53.34	0.00	0.00	53.34
INTERNATIONAL LONG DISTANCE				
Operator Handled	626.17	0.00	0.00	626.17
OUTBOUND USAGE SUBTOTALS	1,051.41	0.00	0.00	1,051.41

Account Number	Bill Date	Payment Due Date
171 778-5020 137	APR 15 1997	MAY 10 1997



AT&T UniPlan Service Volume & Term Plan Activity

VOLUME & TERM PLAN ACTIVITY FOR ENTIRE ACCOUNT

VOLUME DISCOUNT

TERM PLAN ACTIVITY

Gross Eligible Usage	0.00
0.00% VOLUME DISCOUNT	0.00
Net Usage After Volume Discount	0.00

YOUR ACCOUNT STATUS INDICATES THAT YOU ARE NOT CURRENTLY ENROLLED IN A TERM PLAN OFFERING. PLEASE CONTACT YOUR ACCOUNT REPRESENTATIVE FOR DETAILED INFORMATION ON THE DISCOUNT PLAN BEST SUITED FOR YOUR BUSINESS NEEDS.

PLAN TYPE	PLAN DATE	COMMITMENT	MONTHS

Explanation	Eligible Gross Usage	Volume Discount Amount	Usage Eligible For Term Plan Discount	Term Plan Activity Amount
ACCOUNT # 171 778-5020 137				
GROUP # 100000				
2100 M ST WASH DC				
SERVICE: Megacom Plus / Outbound				
SUBACCOUNT # 124 002-9956 080	0.00	0.00	N/A	N/A
SUBACCOUNT # 146 565-3861 252	0.00	0.00	N/A	N/A
TOTAL VOLUME & TERM PLAN ACTIVITY	\$ 0.00	0.00	N/A	N/A

ATTACHMENT 4
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Account Number	Bill Date	Payment Due Date
71 778-5020 137	APR 16 1997	MAY 10 1997

Other Charges and Credits

OTHER CHARGES AND CREDITS FOR ENTIRE ACCOUNT

Explanation	Corporate Level Activity	Group Level Activity	Subtotal
<p>ITEM NO.</p> <p><u>LONG DISTANCE</u></p> <p>SERVICES BILLED FROM 124-002-9956-080</p> <p>SERVICE ORDER NO: L0000096</p> <p>1. 042 AT&T OPERATOR CREDITS APPLIED</p> <p>SERVICES BILLED FROM 146-565-3861-252</p> <p>SERVICE ORDER NO: DGF60337 02456-0337-00A</p> <p>THE FOLLOWING SERVICE AND EQUIPMENT WAS DISCONNECTED ON MAR 20</p> <p>Dedicated Access</p> <p>2. CHARGE AT 50.00 FOR MONTHLY SERVICE FROM MAR 16 THRU MAR 20.</p> <p>SERVICES BILLED FROM 146-566-3861-251</p> <p>SERVICE ORDER NO: DGJ57317 02495-7317-00C</p> <p>THE FOLLOWING SERVICE AND EQUIPMENT WAS DISCONNECTED ON DEC 16</p> <p>MONTHLY SERVICE CHARGE FOR HEGACOM 800 SERVICE</p> <p>3. CREDIT AT 50.00 FOR MONTHLY SERVICE FROM DEC 17 THRU APR 15.</p>	<p>0.00</p> <p>0.00</p> <p>0.00</p>	<p>21.72CR</p> <p>8.33</p> <p>200.00CR</p>	<p>21.72CR</p> <p>8.33</p> <p>200.00CR</p>
TOTAL OTHER CHARGES AND CREDITS	6.00	213.39CR	213.39CR

ATTACHMENT

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Account Number	Bill Date	Payment Due Date
71 778-5020 137	APR 16 1997	MAY 10 1997

AT&T UniPlan Service Detailed Tax and Surcharge Report

TAXES FOR ENTIRE ACCOUNT

EXPLANATION	AMOUNT	SUBTOTAL
ACCOUNT # 171 778-5020 137 CORPORATE LEVEL ACTIVITY TAXES ON TOTAL LONG DISTANCE CURRENT CHARGES: FEDERAL TAX 2.00 STATE TAX - CC 8.00 CC GRS RCPT TX SURCH 11% 6.60		8.60
GROUP # 100000 2100 M ST WASH DC SERVICE: Megacom Plus / Outbound SUBACCOUNT # 124 002-9958 050 TAXES ON TOTAL LONG DISTANCE CURRENT CHARGES: FEDERAL TAX 34.11 STATE TAX - CC 0.00 CC GRS RCPT TX SURCH 11% 101.90		136.01
SUBACCOUNT # 146 585-3881 252 TAXES ON TOTAL LONG DISTANCE CURRENT CHARGES: FEDERAL TAX 0.28 STATE TAX - CC 0.00 CC GRS RCPT TX SURCH 11% 0.92		1.20
SERVICE: MEGACOM 900 SUBACCOUNT # 145 566-3881 251 TAXES ON TOTAL LONG DISTANCE CURRENT CHARGES: FEDERAL TAX 6.66CR STATE TAX - CC 0.00 CC GRS RCPT TX SURCH 11% 22.00CR		28.66CR
ATTACHMENT Page 79 of 193		
TOTAL TAXES APPLIED AFTER ALL DISCOUNTS	117.15	117.15

Account Number	Bill Date	Payment Due Date
171 778-5020 137	APR 15 1997	MAY 10 1997



AT&T UniPlan Group Address Summary

GROUP ADDRESS	GROUP ADDRESS	GROUP ADDRESS
<p>ACCOUNT # 171 778-5020 137 GROUP # 100000 2100 M ST WASH DC SERVICE: Megacom Plus / Outbound SUBACCOUNT # 124 002-9936 080 7TH FLR 2100 M ST W WASHINGTON DC 20036 REF # 202 331-1996</p> <p>SUBACCOUNT # 146 565-3861 252 2100 M ST NW STE 700 WSHTN DC 20036</p> <p>SERVICE: MEGACOM 800 SUBACCOUNT # 146 565-3861 251 2100 M ST NW STE 700 WSHTN DC 20036</p>		

ATTACHMENT

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CLINTON GORE '96

June 4, 1997

AT&T Political Accounts
Attn: Jeff Gentry
2020 K Street, NW
Suite 550
Washington, DC 20036

Dear Mr. Gentry:

Per your conversation with Allen Wegehoft, please disconnect our T1 56K line 685-663 as of June 30, 1996.

If you should need any further information or if you should have any questions, please contact me at 202-496-5047.

Respectfully,



Kristina Womack
Accounts Payable Manager
Clinton/Gore '96 General Committee, Inc.

ATTACHMENT 4
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CLINTON-
GORE 96

FAX COVER SHEET

Clinton/Gore '96 Committee, Inc.

TO: Jeff Gentry

FAX: 202-496-8545

FROM: Kris Womack

DATE: 6/30/97

Pages: _____ (including cover sheet)

COMMENTS: Per our conversation, please review

the following.

thank you.

This message is intended only for the use of the individual or entity to which it is addressed. This message may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the address below via the U.S. Postal service. Thank you.

(202) 293-1513 FAX (202) 496-4878

ATTACHMENT 4
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ADSPECS, INC.

Creative Advertising Specialty Concepts

EK - these folks call almost
daily - we have about 150,000.00
in the system. Jeff Gentry &
are working on the difference.
We don't use Uniplan - but it's not
sure if/how this affects
our current phone
service

(202) 547-4070

1-800-336-4844

(202) 547-4084 FAX

Kris



AT&T
11th Floor
901 Marquette Ave South
Minneapolis, MN 55402

010590 1 EP .295 W70 000676 .

CLINTON GORE 96 GENERAL COMMIT
BOX 19584
WASHINGTON, DC
20036

July 14, 1997

RE: Account Number 171-778-5020,137

Dear AT&T Customer,

We are concerned. As of the date of this letter, we have not received your payment of \$199,594.48. If you have already mailed your payment, thank you, and please disregard this letter.

If you have not yet sent your payment, please do so now. Mail your check or money order noted with your account number, 171-778-5020,137, to:

AT&T
P.O. Box 371430
Pittsburgh, PA 15250-7430

We need to receive your payment within ten, (10), days of this letter, or you must contact us to make suitable arrangements to avoid disconnection of your service.

We must inform you that once disconnected, you must pay all past due amounts in full to re-establish your service. In addition, you must place a new order to re-establish your service and may be subject to paying full connection charges and a security deposit. Service will resume after a reconnection interval. If disconnection is necessary and your balance remains unpaid, your account may be referred to an outside collection agency for handling. We hope this action will not be required.

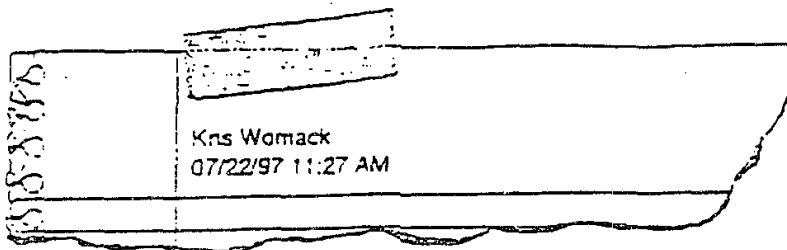
Please mail your payment today so we may continue providing you with your AT&T UNIPLAN. To discuss your account balance, call us at 1-800-722-6440. We will provide you with personal assistance and work with you to resolve any problems.

Thank you for your immediate attention to this matter.

Sincerely,

AT

ATTACHMENT 4
Page 84 of 143



To: Eric Kleinfeld/CG96
cc: Tanya Prescott/CG96
Subject: AT&T Uniplan Account

Spoke with Jeff again and found out the following.

We have not received the February, April or May Uniplan bill - he is sending copies.

On the March bill there is 1080.00 worth of long distance calls (LD) that is not ours, but I can't prove it since there is no call detail attached - he is sending detail

On the June bill there is 27.00 worth of LD that is not our, I have call detail and have disputed it with Jeff.

On several past bills there have been LOTS of LD that is not ours and I have disputed it all. Jeff says that he has credited our account for the LDs but I have yet to see any documentation on that (Could be listed on the May invoice that we have never received.)

I have provided him a list of all our current numbers (easier than figuring out and sending the monster list of what are not current numbers). He shows that there are calling cards active and numerous other numbers active, he will stop ALL non-current numbers and credit back to November 6, 1996. His system also shows that our current numbers are billed through the Uniplan program, but ALL of our LD is billed by Bell Atlantic. The fee for Uniplan service is 57.80/month. We are NOT utilizing this service and I have therefore asked that it be disconnected. (Which is what they were going to do anyway.)

Long and short is: Disconnection will not affect our phones, and there is still the question of the \$40,000 discrepancy.

Jeff and I are working together to get to the bottom of this.

Thanks.

*Kns -
Good. We should
not have to pay for
magnifying charges &
most - election day -
We should cancel every-
thing we don't currently
need / use.*

CLINTON GORE '96

July 24, 1997

DNC

Attn: Maria Galdo

430 S. Capitol Street, SE
Washington, DC 20003

Dear Maria:

While investigating our payments to AT&T for the Uniplan service I noticed that AT&T has not received payment by the DNC for the DNC portion of the phone usage at the Clinton/Gore headquarters (2100 M Street, Suite 700). Please find enclosed copies of all invoices in question along with the phone breakdown per company. Please look into this matter as soon as possible and give me a call when you have completed your research. If I can be of any further assistance please contact me at 202-496-5047.

Respectfully,



Kristina Womack
Accounts Payable Manager
Clinton/Gore '96 Committee

71 778 5020.137

Billing Date	Invoice Amount	CG96 Owes & Paid	Non CG * Owes	DNC Owes
01/16/96	\$12,532.78	\$12,197.91		\$334.87
02/16/96	\$26,224.79	\$25,680.54		\$544.25
03/16/96	\$51,462.55	\$48,840.07		\$2,622.48
04/16/96	\$24,632.11	\$22,687.00		\$1,945.11
05/16/96	\$23,712.54	\$21,297.58	\$245.87	\$2,169.09
06/16/96	\$35,545.14	\$33,170.24	\$52.09	\$2,322.82
07/16/96	\$25,472.92	\$24,774.06		\$698.86
08/16/96	\$31,192.72	\$29,626.97		\$1,565.75
09/16/96	\$50,800.64	\$50,313.56	\$149.86	\$337.22
10/16/96	\$145,880.79	\$138,953.55	\$2,658.07	\$4,269.17

al due to AT&T by DNC

\$16,809.62

** This column represents erroneous charges
vs Clinton/Gore '96.*

JUL-24-1997 14:58 FROM
CIA AS RENDERED AIRPORT

TO

94964878 3.25
PAGE 07 OF 07

CT: 171 778 5020 137 NAME: CLINTON GORE 96 CENTRAL

ED: 011696

PREV BAL	96.04
PAYMENTS	27.44CR
ADJ AMT	0.00
BALANCE	68.60
ICP ADJ	0.00
CUR CECS	12,532.78
AMT DUE	12,601.38

PF11 FORWARD / PF10

5534.87

Total w/ DNC Portion \$12,532.73

Total w/out DNC Portion \$12,197.91

Account Number	Bill Date	Payment Due Date
171 778-5020 137	FEB 16 1996	MAR 10 1996



AT&T UniPlan® Service

AT&T UniPlan Service Center CALL 1-800-358-1111

ACCOUNT STATUS

PREVIOUS BALANCE	\$	12,601.38
PAYMENT RECEIVED	\$	68.60 CR
BALANCE	\$	12,532.78
TOTAL CURRENT CHARGES	\$	26,226.79

THE TOTAL DISCOUNT AMOUNT FOR YOUR
ACCOUNT IS EQUAL TO \$ 6,027.97

TOTAL AMOUNT DUE

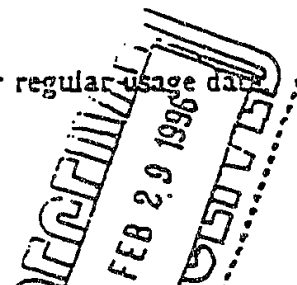
\$ 38,757.57

Please note: Effective March, 1996, AT&T will be changing some of the payment remittance addresses. At that time, be sure to verify whether the changes affect you by comparing the remittance address on your bill with the one on your records and make any necessary changes.

CONFUSED??

IntraLATA Presubscription, ILP, Slamming, PIC Restriction and PIC freeze are terms you may be hearing now, or in the near future. AT&T and your Account Executive can answer all of your questions and will work with you to ensure that your telecommunications choices are not limited and continue to be YOUR CHOICE.

AT&T Billing Edge Customers: You will receive version 6.2 along with your regular usage data.



REMITTANCE SECTION: PLEASE TEAR AT PERFORATION AND MAIL PAYMENT.
PLEASE MAKE SURE THAT AT&T P.O. BOX ADDRESS IS SHOWING THROUGH THE ENVELOPE WINDOW.

Field (DE)	S-508-5110-500	756.46
Field (PA)	S-539-5110-500	131.43
Admin	0-122-6601-000	1,231.57
Finance	0-129-6601-000	1,015.67
Accounting	0-120-6601-000	231.20
Advance	0-142-6601-000	\$ 5,192.60

ATTACHMENT
Page 90 of 143

4

DNC

544.25

TOTAL with DNC portion

26,224.79

TOTAL w/o DNC portion

25,680.54

Account Number	Bill Date	Payment Due Date
171 778-5020 137	MAR 16 1996	APR 10 1996



AT&T UniPlan Service

AT&T UniPlan Service Center, CA 1-800-358-1111

ACCOUNT STATUS

PREVIOUS BALANCE \$ 38,757.57
 BALANCE \$ 38,757.57
 TOTAL CURRENT CHARGES \$ 51,462.55

THE TOTAL DISCOUNT AMOUNT FOR YOUR
 ACCOUNT IS EQUAL TO \$ 12,877.89

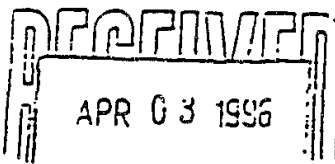
TOTAL AMOUNT DUE

90,220.52

Please note: AT&T has changed your payment remittance address. Please compare the remittance address on this bill with the one on your records and make any necessary changes.

Existing AT&T Billing Edge customers have been sent a complimentary copy of the new Billing Edge Computer Based Training (CBT). It's fun and easy to use and covers the basics, as well as the enhancements introduced with the recent Version 6.2 software upgrade.

AT&T's Billing Edge Desktop Analysis Software allows you to analyze, manage and control your telecommunications usage data with just the click of a mouse. If you're not already using AT&T Billing Edge, speak to your AT&T Account Representative or call 1-800-358-1111. There's no better time than now to get the "EDGE"!



REMITTANCE SECTION: PLEASE PRINT OR PERFORM HANDWRITTEN PAYMENT
 PLEASE MAKE SURE THAT THE P.O. BOX ADDRESS IS SHOWING THROUGH THE ENVELOPE WINDOW

20.04.402.0289

DNC-bill them

2,606.11 (16.37)

31098.21 20364.34

Total 51462.55

Total less DNC charges 48840.07



Account Number	Bill Date	Payment Due Date
171 773-5020 127	APR 15 1996	MAY 10 1996

AT&T UniPlan® Service

AT&T UniPlan Service Center CALL 1 800 413-5410

ACCOUNT STATUS

PREVIOUS BALANCE	\$	90,219.88
PAYMENT RECEIVED	\$	38,422.70CR
BALANCE	\$	51,797.18
TOTAL CURRENT CHARGES	\$	24,632.11

THE TOTAL DISCOUNT AMOUNT FOR YOUR
ACCOUNT IS EQUAL TO \$ 6,335.93

TOTAL AMOUNT DUE

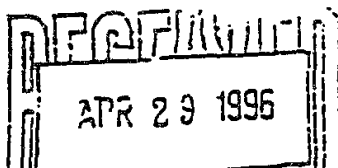
\$ 76,429.29

We have recently changed our customer service number. To assist you with future requests, please call the new UniPlan Customer Service number 1 800 413-5410 (shown at the top right corner of your bill). We look forward to continuing our tradition of providing you with excellent customer service!

Beginning April 30, 1996, the way you use your AT&T calling card is changing. To avoid being blocked and to ensure you reach the AT&T Network, you must dial 1-800-CALL-ATT (R) all of your calling card calls, both local toll* and long distance.

For additional information on any aspect of your service, please contact your Account Executive.

Note: *Depending on where you live, local toll may also be known as in-state long distance, regional calls or shorter distance service.



REMITTANCE SECTION: PLEASE PERFORATE HERE TO OPEN FOR MAIL PAYMENT.
PLEASE MAKE SURE THAT AT&T P.O. BOX ADDRESS IS SHOWING THROUGH THE ENVELOPE WINDOW.

ATTACHMENT

Page 94 of 143

DNC-bill them

1,923.33

21.78

14684.15

9947.96

Total 24632.11

Total less DNC charges 22687

ATTACHMENT

Page

95 of 173

Account Number	Bill Date	Payment Due Date
171 778-5020 137	MAY 15 1996	JUN 10 1996



AT&T UniPlan Service

AT&T UniPlan Service Center CALL 1 800 413-5410

ACCOUNT STATUS

PREVIOUS BALANCE	\$	76,429.29
PAYMENT RECEIVED	\$	72,036.46CR
BALANCE	\$	4,392.83
TOTAL CURRENT CHARGES	\$	23,712.54

THE TOTAL DISCOUNT AMOUNT FOR YOUR
ACCOUNT IS EQUAL TO \$ 5,793.96

TOTAL AMOUNT DUE

\$ 28,105.37

Welcome to Your New AT&T UniPlan (R) Service!
Thank you for selecting the AT&T UniPlan Service to fulfill your
telecommunications business requirements.

Your Account Executive and UniPlan Service Center, including a variety of AT&T
Service Guarantees*, are available to assist with your current and growing
global telecommunications needs.

For additional information on any aspect of your service, please contact your
Account Executive or your Service Center on 1 800 413-5410.

* Call for details.

As of 12/1/95, AT&T must pass your telephone number on long distance calls, and your
number may be displayed to persons you call who subscribe to Caller ID services. To
prevent this, dial *67 (1167 from rotary or pulse-dial phones) before each call. If you have
per-line blocking, dialing *82 (or 1182) may allow display of your number. Call your local
phone company for details. Dialing *67 may not block display of your number on calls to
800/900 numbers. If not, the called party may not sell your number or use it in an unrelated
business transaction without your consent.

REMITTANCE SECTION PLEASE TEAR AT PERFORATIONS AND MAKE PAYMENT
PLEASE MAKE SURE THAT AT&T P.O. BOX ADDRESS IS SHOWING THROUGH THE ENVELOPE WINDOW

ATTACHMENT

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20.04.402.033

-bill them
ity

2,121.70
245.87

47.39

13562.08

10067.58

Total 23629.68

Total less DNC charges

Security

~~245.87~~

21297.58

ATTACHMENT

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Account Number	Bill Date	Payment Due Date
171 773-5020 137	JUN 15 1996	JUL 10 1996



AT&T UniPlan® Service

AT&T UniPlan Service Center - CALL 1 800 413-5410

ACCOUNT STATUS

PREVIOUS BALANCE	\$	28,105.37
PAYMENT RECEIVED	\$	22,895.51CR
BALANCE	\$	5,209.86
TOTAL CURRENT CHARGES	\$	35,545.14

THE TOTAL LONG DISTANCE DISCOUNT
AMOUNT FOR YOUR ACCOUNT IS EQUAL
TO \$ 6,844.93

TOTAL AMOUNT DUE

\$ 40,755.00

We have recently changed our customer service number. To assist you with future requests, please call the new UniPlan Customer Service number 1 800 413-5410 (shown at the top right corner of your bill). We look forward to continuing our tradition of providing you with excellent customer service!

Beginning April 30, 1996, the way you use your AT&T calling card is changing. To avoid being
ked and to ensure you reach the AT&T Network, you must dial 1-800-CALL-ATT (R)
all of your calling card calls, both local toll* and long distance.

For additional information on any aspect of your service, please contact your Account Executive.

Note: *Depending on where you live, local toll may also be known as in-state long distance, regional calls or shorter distance service.

REMITTANCE SECTION - PLEASE PERFORATE HERE AND MAIL PAYMENT
PLEASE MAKE SURE THAT AT&T P.O. BOX ADDRESS IS SHOWING THROUGH THE ENVELOPE WINDOW

20.04.472.0295

bill them
0

2,322.82	0
52.09	
24383.91	11161.24

Total 35545.15

Total less DNC charges 33222.33
- 52.09

33,170.24



Account Number	Bill Date	Payment Due Date
171 773-5020 137	JUL 16 1996	AUG 10 1996

AT&T UnlPlan Service AT&T UnlPlan Service Center CALL 1-800-443-5471

ACCOUNT STATUS

PREVIOUS BALANCE \$ 40,754.25
 BALANCE \$ 40,754.25
 TOTAL CURRENT CHARGES \$ 25,472.92

THE TOTAL LONG DISTANCE DISCOUNT
 AMOUNT FOR YOUR ACCOUNT IS EQUAL
 TO \$ 6,224.31

TOTAL AMOUNT DUE

66,227.17

THANK YOU FOR CHOOSING AT&T WHERE EVERY CUSTOMER COUNTS.

REMITTANCE SECTION: PLEASE TEAR AT PERFORATION AND MAKE PAYMENT
 PLEASE MAKE SURE THAT AT&T P.O. BOX ADDRESS IS SHOWING THROUGH THE ENVELOPE WINDOW

Political	0-138-6601-000	0.00	2669.37
Scheduling - states	0-155-6601-000	0.00	2043.95
Scheduling - HQ	0-142-6601-000	821.44	196.31
Operations	0-133-6601-000	196.15	0
INC-bill them		698.86	0
ELAC		0	

16170.41

9302.51

Total 25472.92

Total less DNC charges

24774.06

ATTACHMENT

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20 JUL 1996 0296

20 "04" 403 "0293"

-bill them
AC

698.86
0

0

16170.41

9302.51

Total 25472.92

Total less DNC charges 24774.06

ATTACHMENT

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Account Number	Bill Date	Payment Due Date
171 773-5020 137	AUG 15 1996	SEP 10 1996

AT&T UniPlan® Service

AT&T UniPlan Service Center CALL 1 800 413-5410

ACCOUNT STATUS

PREVIOUS BALANCE \$ 66,227.17
 PAYMENT RECEIVED \$ 33,170.24CR
 BALANCE \$ 33,056.93
 TOTAL CURRENT CHARGES \$ 31,192.72

THE TOTAL LONG DISTANCE DISCOUNT
 AMOUNT FOR YOUR ACCOUNT IS EQUAL
 TO \$ 8,323.27

TOTAL AMOUNT DUE

\$ 64,249.65

THANK YOU FOR CHOOSING AT&T WHERE EVERY CUSTOMER COUNTS.

REMITTANCE SECTION. PLEASE TEAR AT PERFORATION AND MAKE PAYMENT.
 PLEASE MAKE SURE THAT AT&T P.O. BOX ADDRESS IS SHOWING THROUGH THE ENVELOPE WINDOW.

ATTACHMENT

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10941.02

Total less DNC charges	29626.97
------------------------	----------

Account Number	Bill Date	Payment Due Date
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171 778-5020 137

SEP 16 1996

OCT 10 1996



AT&T UniPlan® Service

AT&T UniPlan Service Center - CALL 1 800 415 5

ACCOUNT STATUS

PREVIOUS BALANCE	\$	64,249.65
PAYMENT RECEIVED	\$	26,895.76CR
BALANCE	\$	37,353.89
TOTAL CURRENT CHARGES	\$	50,800.64

THE TOTAL LONG DISTANCE DISCOUNT
AMOUNT FOR YOUR ACCOUNT IS EQUAL
TO \$ 12,709.46

TOTAL AMOUNT DUE

\$ 88,154.53

Thank you for participating in the AT&T Service Term Plan. Your current plan is scheduled to expire in two (2) months. Please contact your AT&T Account Executive to review our discount pricing plans.

REMITTANCE SECTION - PLEASE TEAR ALONG PERFORATION AND MAIL PAYMENT
PLEASE MAKE SURE THAT AT&T P.O. BOX ADDRESS IS SHOWING THROUGH THE ENVELOPE WINDOW

To ensure proper credit, please detach this portion and return with remittance.

Remittance Document

000104 BC

CLINTON GORE 96 GENERAL
COMMITTEE INC
PO BOX 19584
WASHINGTON DC 20036



Account Number: 171 778-5020 137

Bill Close Date: SEP 15 1996

Payment Date: OCT 10 1996

Total Amount Due: \$ 88,154.53

Address Correction:

Please make checks payable to:

AT&T

P.O. BOX 371430
PITTSBURGH, PA 15250-7430

Amount Enclosed: ATTACHMENT 4

Page 10 of 143

171778502013723954000088154530005080064000000000006

Check-box)
Print new address
on reverse of form.

Field	G-128-6601-200	1,231.93	9630.42
Outreach	G-119-6601-000	505.46	725.94
Legal	G-131-6601-000	125.98	22.32
Political	G-138-6601-000	0.00	8802.17
Scheduling - states	G-155-6601-000	0.00	9664.54
Scheduling - HQ	G-142-6601-000	1,010.91	1459.13
VP operations	G-133-6601-000	164.37	225.25
DNC-bill mem		337.22	0

	14635.21	36155.43
--	----------	----------

Total 50800.64

Total less DNC charges 50463.42

~~50800.64~~
50313.56

These amounts should not be paid by Clinton-Care
and are being removed from our bill:

NY	27.50	subac= 123 009 1674 180
WY	87.54	subac= 123 009 8105 407
MO	33.01	subac= 123 009 5713 934
IN	1.41	subac= 123 013 1947 457

Calling Cards

TOTAL

ATTACHMENT

Page 105 of 143

Account Number	Bill Date	Payment Due Date
71 778-5020 137	OCT 15 1996	NOV 10 1996



AT&T UniPlan® Service

AT&T UniPlan Service Center. CALL 1 800 413-5410

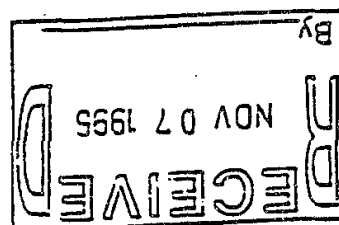
ACCOUNT STATUS

PREVIOUS BALANCE \$ 88,154.53
 PAYMENT RECEIVED \$ 29,626.97CR
 BALANCE \$ 58,527.56.
 TOTAL CURRENT CHARGES \$ 145,880.79

THE TOTAL LONG DISTANCE DISCOUNT
 AMOUNT FOR YOUR ACCOUNT IS EQUAL
 TO \$ 40,797.50

TOTAL AMOUNT DUE

\$ 204,408.35



Thank you for participating in the AT&T Service Term Plan. Your current plan is scheduled expire after next month's bill. Please contact your AT&T Account Executive to review our discount pricing plans.

REMITTANCE SECTION. PLEASE TEAR AT PERFORATION AND MAKE PAYMENT.
 PLEASE MAKE SURE THAT AT&T P.O. BOX ADDRESS IS SHOWING THROUGH THE ENVELOPE WINDOW.

For proper credit, please detach this portion and return with remittance.

Remittance Document

000114 BC

CLINTON GORE 96 GENERAL
 COMMITTEE INC
 PO BOX 19584
 WASHINGTON DC 20036



Account Number: 171 778-5020 137
 Bill Close Date: OCT 15 1996
 Payment Date: NOV 10 1996

Total Amount Due: \$ 204,408.35

Amount Enclosed:

ATTACHMENT

Page 106 of 103

Instruction:

Please make checks payable to:

AT&T
 P.O. BOX 371430
 PITTSBURGH, PA 15250-7430

Check-box)
 Print new address
 on reverse of form.

171778502013723354000204408350014588079000000000000

Account Number	Bill Date	Payment Due Date
171 778-5020 137	OCT 15 1996	NOV 10 1996



AT&T UniPlan® Service

AT&T UniPlan Service Center CALL 1 800 413-5410

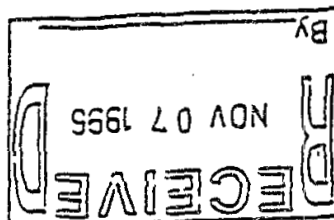
ACCOUNT STATUS

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 BALANCE \$ 58,527.56
 TOTAL CURRENT CHARGES \$ 145,880.79

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 AMOUNT FOR YOUR ACCOUNT IS EQUAL
 TO \$ 40,797.50

TOTAL AMOUNT DUE

204,408.35



Thank you for participating in the AT&T Service Term Plan. Your current plan is scheduled expire after next month's bill. Please contact your AT&T Account Executive to review our discount pricing plans.

REMITTANCE SECTION: PLEASE TEAR AT PER FORATION AND MAKE PAYMENT
 PLEASE MAKE SURE THAT AT&T P.O. BOX ADDRESS IS SHOWING THROUGH THE ENVELOPE WINDOW

Ensure proper credit, please detach this portion and return with remittance.

Remittance Document

000114 BC

CLINTON GORE 96 GENERAL
 COMMITTEE INC
 PO BOX 19584
 WASHINGTON DC 20036



Account Number: 171 778-5020 137
 Bill Close Date: OCT 15 1996
 Payment Date: NOV 10 1996

Total Amount Due: 204,408.35

Amount Enclosed

Page 10 of 113

171778502013723954000204408350014588079000000000000

Correction:
 (check-box)
 Print new address
 on reverse of form.

Please make checks payable to:

|||||
 AT&T

P.O. BOX 371430
 PITTSBURGH, PA 15250-7430

	\$61,959.73	0.0427	\$2,543.98		
	\$61,959.73	0.3962	\$24,348.45		
	\$61,959.73	0.0206	\$1,276.37		
	\$61,959.73	0.0121	\$749.74	738.22	
	\$61,959.73	0.1305	\$8,085.74	Total Invoice Amt	\$145,380.79
01	\$61,959.73	0.0923	\$5,718.88	Minus Gelac	- \$105.33
01	\$61,959.73	0.003	\$185.88	Minus Finance	- \$2,552.74
01-800	\$61,959.73	0.0244	\$1,511.83	Minus DNC	- \$4,269.17
01-800	\$61,959.73	0.1407	\$8,717.73	Total Owed by CG:	\$138,953.55
01	\$61,959.73	0.0142	\$879.83		
01-200	\$61,959.73	0.0559	\$3,463.55		
01	\$61,959.73	0.0245	\$1,518.01		
			\$59,301.66		

lines 7	\$61,959.73	0.0017	\$105.33
	\$61,959.73	0.0412	\$2,552.74



AT&T
AT&T/CPS
PO BOX 944072
Martland, FL 32794

013308 1 EP .295 W70 000861

CLINTON GORE 96 GENERAL COMMIT
BOX 19584
WASHINGTON, DC
20036

October 27, 1997

RE: Account Number 1717785020137

The total charges due on your final bill for your AT&T UNIPLAN Account are \$91,632.28 . Unless we receive payment, it will be necessary to refer your account to an outside collection agency.

If you have already mailed your payment, please disregard this letter.

If you have not mailed your payment, you can avoid this scheduled action by sending \$91,632.28 today to:

AT&T
P.O. Box 371430
Pittsburgh, PA 15250-7430

Please include your account number (1717785020137) on your check or money order to ensure proper handling. If you need to discuss your account further, call 1-800-722-6440.

Thank you for your cooperation.

AT&T

ACR

AT&T Claims Recovery Division
7300 E. Hampton Ave.
Mesa, AZ 85208

November 17, 1997

Creditor: AT&T
Balance Due: \$86,632.28
Account Number: 171-778-5020-137

Clinton Gore 96 General Committee Inc
Attn: Tonya Prescott
P O Box 19584
Washington, DC 20036

Please send payment to:

AT&T
P O Box 78522
Phoenix, AZ 85062-8522

This letter is to advise you that your delinquent account with AT&T has been placed with us for collection because you have ignored previous requests for payment.

Your account balance is due in full. To settle this matter, you must send your payment for the above amount by check or money order today, or you may also call our office for additional payment methods.

Rose Ruiz

ACR
AT&T Claims Recovery Division
(800) 595-9428 ext. 4815

Received:
11/24/97
(JP)

ATTACHMENT 4
Page 110 of 143

CLINTON GORE

P.O. Box 19300
WASHINGTON, D.C. 20036-9300
202 · 331 · 1996
FAX: 202 · 496 · 4849

11/25/97

2:30 pm. Called and spoke to Ellen O'neil regarding the A.T. Uniplex. I told her that I have taken over the account and that we are committed to \$5,000 a week. She said Ivey requested that payment plan is July w/ Jeff Dentry and he had to send it to the Collection Dept (Credit) dept. for approval. As if today I no word or approval or disapp. Ellen said she would look into the file further and we would talk again Thurs. 12/4. She said she would contact Rose King in collections and inform her of our conversation.

(JP) 11/25/97 2:50 pm.

ATTACHMENT 4

Page 111 of 193

ACR

AT&T Claims Recovery Division
7300 E. Hampton Ave
Mesa, AZ 85208

November 17, 1997

Creditor: AT&T
Balance Due: \$86,632.28
Account Number: 171-778-5020-137

Clinton Gore 96 General Committee Inc
Attn: Tonya Prescott
P O Box 19584
Washington, DC 20036

Please send payment to:

AT&T
P O Box 78522
Phoenix, AZ 85062-8522

This letter is to advise you that your delinquent account with AT&T has been placed with us for collection because you have ignored previous requests for payment.

Your account balance is due in full. To settle this matter, you must send your payment for the above amount by check or money order today, or you may also call our office for additional payment methods.

Rose Ruiz

ACR

AT&T Claims Recovery Division
(800) 595-9428 ext. 4815

received
11/24/97
JP

ACR

AT&T Claims Recovery Division
7000 E. Hampton Ave.
Mesa, AZ 85208

December 8, 1997

Creditor: AT&T
Balance Due: \$66,651.02
Account Number: 171-778-5020-137

Clinton Gore 96 General Committee Inc
Attn: John/ Accounts Payable
PO Box 19584
Washington, DC 20036

Please send payment to:

AT&T
P O Box 78522
Phoenix, AZ 85062-8522

Be advised that our office will continue efforts to recover this unpaid balance until satisfactory arrangements are made.

Ignoring this debt will not make it go away. The decision is yours.

Rose Ruiz

ACR

AT&T Claims Recovery Division
(800) 595-9482 ext. 4815

23

ATTACHMENT

Page 113

ACR

AT&T Claims Recovery Division
7300 E. Hampton Ave.
Mesa, AZ 85208

December 19, 1997

Creditor: AT&T
Balance Due: \$61,651.02
Account Number: 171-778-5020-137

Clinton Gore 96 General Committee Inc
Attn: John Pentelli
PO Box 19584
Washington, DC 20036

Please send payment to:

AT&T
P O Box 78522
Phoenix, AZ 85062-8522

This letter is to confirm the following arrangement(s) per our conversation on December 19, 1997. Specifically, you agreed to pay AT&T as follows:

\$5,000.00 was mailed on 12-18-97.
\$10,000.00 will be sent on 01-15-98.
\$10,000.00 will be sent on 01-29-98.
\$10,000.00 will be sent on 02-12-98.
\$10,000.00 will be sent on 02-26-98.
\$10,000.00 will be sent on 03-12-98.
\$6,651.02 will be sent on 03-26-98.

Also, you advised me you will be confirming charges and if a discrepancy is found you will call AT&T customer care center for an investigation. If an adjustment is done the balance on the account will be adjusted accordingly and the payment arrangement will also be adjusted to the balance.

We trust this arrangement will be satisfied so that further collection activity will be avoided.

Rose Ruiz



AT&T
AT&T/CPS
PO BOX 944072
Maitland, FL 32794

002408 1 EP .295 W7C 000146

CLINTON GORE 96 GENERAL COMMIT
BOX 19584
WASHINGTON, DC
20036

February 18, 1998

RE: Account Number 1717785020137

The total charges due on your final bill for your AT&T UNIPLAN Account are \$36,651.02 . Unless we receive payment, it will be necessary to refer your account to an outside collection agency.

If you have already mailed your payment, please disregard this letter.

If you have not mailed your payment, you can avoid this scheduled action by sending \$36,651.02 today to:

AT&T
P.O. Box 371430
Pittsburgh, PA 15250-7430

Please include your account number (1717785020137) on your check or money order to ensure proper handling. If you need to discuss your account further, call 1-800-722-6440.

Thank you for your cooperation.

AT&T

CLINTON GORE

P.O. Box 19300
WASHINGTON, D.C. 20036-9300
202 · 331 · 1996
FAX: 202 · 496 · 4849

11/25/97

2:30 pm. Called and spoke to Ellen Craft regarding the ART Uniplex. I told her that I have taken over the account and that we are committed to 5,000 a week. She said I have requested that payment plan is July w/ Jeff Denty and he had to send it to the Collection Dept (Credit) dept. for approval. As if told & no word or approval or disapp. Ellen said she would look into the file further and we would talk again Thurs. 12/4. & She said she would contact Rose King in collections and inform her of our conversation.

JP 11/25/97 2:50pm.

ACR

AT&T Claims Recovery Division
7300 E. Hampton Ave.
Mesa, AZ 85208

November 17, 1997

Creditor: AT&T
Balance Due: \$86,632.28
Account Number: 171-778-5020-137

Clinton Gore 96 General Committee Inc
Attn: Tonya Prescott
P O Box 19584
Washington, DC 20036

Please send payment to:

AT&T
P O Box 78522
Phoenix, AZ 85062-8522

This letter is to advise you that your delinquent account with AT&T has been placed with us for collection because you have ignored previous requests for payment.

Your account balance is due in full. To settle this matter, you must send your payment for the above amount by check or money order today, or you may also call our office for additional payment methods.

Rose Ruiz

ACR

AT&T Claims Recovery Division
(800) 595-9428 ext. 4815

Received
11/24/97
JP

ACR

AT&T Claims Recovery Division
7300 E. Hampton Ave.
Mesa, AZ 85203

December 8, 1997

Creditor: AT&T
Balance Due: \$66,651.02
Account Number: 171-778-5020-137

Clinton Gore 96 General Committee Inc
Attn: John/ Accounts Payable
PO Box 19584
Washington, DC 20036

Please send payment to:

AT&T
P O Box 78522
Phoenix, AZ 85062-8522

Be advised that our office will continue efforts to recover this unpaid balance until satisfactory arrangements are made.

Ignoring this debt will not make it go away. The decision is yours.

Rose Ruiz

ACR

AT&T Claims Recovery Division
(800) 595-9482 ext. 4815

23

ACR

AT&T Claims Recovery Division
7300 E. Hamilton Ave.
Mesa, AZ 85208

December 19, 1997

Creditor: AT&T
Balance Due: \$61,651.02
Account Number: 171-778-5020-137

Clinton Gore 96 General Committee Inc
Attn: John Pentelli
PO Box 19584
Washington, DC 20036

Please send payment to:

AT&T
P O Box 78522
Phoenix, AZ 85062-8522

This letter is to confirm the following arrangement(s) per our conversation on December 19, 1997. Specifically, you agreed to pay AT&T as follows:

\$5,000.00 was mailed on 12-18-97.
\$10,000.00 will be sent on 01-15-98.
\$10,000.00 will be sent on 01-29-98.
\$10,000.00 will be sent on 02-12-98.
\$10,000.00 will be sent on 02-26-98.
\$10,000.00 will be sent on 03-12-98.
\$6,651.02 will be sent on 03-26-98.

Also, you advised me you will be confirming charges and if a discrepancy is found you will call AT&T customer care center for an investigation. If an adjustment is done the balance on the account will be adjusted accordingly and the payment arrangement will also be adjusted to the balance.

We trust this arrangement will be satisfied so that further collection activity will be avoided.

Rose Ruiz



AT&T
AT&T/CPS
PO BOX 944072
Maitland, FL 32794

002408 1 FF .295 W70 000146

CLINTON GORE 96 GENERAL COMMIT
BOX 19584
WASHINGTON, DC
20036

February 18, 1998

RE: Account Number 1717785020137

The total charges due on your final bill for your AT&T UNIPLAN Account are \$36,651.02 . Unless we receive payment, it will be necessary to refer your account to an outside collection agency.

If you have already mailed your payment, please disregard this letter.

If you have not mailed your payment, you can avoid this scheduled action by sending \$36,651.02 today to:

AT&T
P.O. Box 371430
Pittsburgh, PA 15250-7430

Please include your account number (1717785020137) on your check or money order to ensure proper handling. If you need to discuss your account further, call 1-800-722-6440.

Thank you for your cooperation.

AT&T

ATTACHMENT

Page 120 of 143

AFFIDAVIT OF CAROL FORD

I, CAROL FORD, hereby declare the following:

1. I am a Political Markets Manager at AT&T Corporation ("AT&T"), with offices at 2020 K Street, N.W., Washington, D.C. 20006. I have been so employed since 1995. I make this affidavit based on my personal knowledge on my review of AT&T business and accounting records.
2. The Clinton/Gore '96 General Committee, Inc. ("the Committee") has informed me that the Audit Staff of the Federal Election Commission seeks information about payments to A&T for long distance services provided during the presidential campaign.
3. I have reviewed AT&T's accounting and business records for the Committee's Uniplan account (#171 778 5020 137).
4. It has been the general experience of AT&T that following an election, the accounting staff of a campaign is required to conduct a diligent and thorough review of final long distance bills due to high call volume in the concluding weeks of a campaign. In the ordinary course of its business, after election day AT&T will discuss billing detail with campaign accounting staff.
5. In the instant case, AT&T was in periodic telephone communication with the Committee in the immediate months following the election, and in February 1997, the Committee was sent a written request to establish a payment schedule. AT&T received a total of \$138,953.55 from the Committee during the months of March and April 1997. This was approximately 42% of the total amount owed to AT&T.
6. During the remainder of 1997, AT&T and the Committee were in regular telephonic and written communication regarding charges on the final Uniplan service bill, and AT&T began to receive weekly payments of \$5,000 from the Committee. When the Committee missed several weekly payments, AT&T demanded immediate payment of the approximately \$91,000 account balance. Although the Committee resumed weekly payments, when it again missed a payment, the account was referred to AT&T's collection agency, with instruction to collect this obligation. As a result, new payment arrangements were made with the Committee, and the Committee resumed regular payments. By May 1998, the account was paid in full.
7. Despite AT&T's diligent efforts to receive prompt payment, it is our experience, that it often takes more than a year to settle accounts for Presidential campaigns.

I declare under penalty of perjury that the foregoing is true and correct and that this Affidavit is executed by me on the 27 day of July, 1998.

Carol R Ford

CAROL FORD

4
121 193
Exhibit 6

AFFIDAVIT OF LINUS RAINES

I, LINUS RAINES, declare the following:

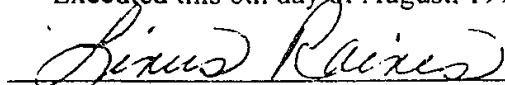
1. I am the General Manager for Arkansas' Excelsior Hotel located at Three Statehouse Plaza, Little Rock, Arkansas 72201 (the "Hotel"). I am familiar with the general billing and collection practices of the Hotel and, specifically, the Hotel's efforts to collect payment from the Clinton/Gore '96 General Committee, Inc. (the "Committee").
2. On November 5, 1996, the Hotel was the site of President Clinton's election night party. The Hotel provided banquet space, food and beverages, entertainment, equipment, hotel rooms, and room services to the Committee in connection with the election night party.
3. It is the standard billing practice of the Hotel to bill charges in connection with an event shortly after the conclusion of the event. In those cases where an organization or association is paying the costs of its members or guests to attend an event, the billings are furnished to the appropriate person at the organization or association.
4. With respect to the Clinton/Gore '96 election night event, representatives of the Hotel met with Sandy Thurman, a representative of the Committee on November 8, 1996, to review expenses incurred in connection with the election night party. At this meeting, the Hotel furnished Ms. Thurman with a written summary of the totals of the charges for the election night party, \$89,763.42. (Exhibit A)
5. With respect to debts owed to the Hotel, it is the ordinary course of business for the Hotel to attempt to collect payment by sending billing statements requesting payment within 30 days. If payment is not received within approximately 45 days from the date of invoice, the Hotel begins to contact the appropriate person by telephone call and issue additional statements seeking payment. The Hotel engaged in its normal, ordinary course of business by aggressively pursuing the Committee for payment.
6. Following the meeting with Ms. Thurman, the Hotel continually issued billing statements to the Committee seeking remittances, for the election night party, and for room service and other incidental charges. These invoices include those issued to the Committee on November 14, 1996, November 27, 1996, January 29, 1997, February 20, 1997, March 31, 1997, April 15, 1997 and June 16, 1997. (Exhibit B)
7. During the first part of 1997 (January - March), the Hotel was in regular telephonic contact with the Committee demanding immediate payment for outstanding charges on the account. The Committee said it was not making payments because it disputed

being responsible for total cost of the bill. The Hotel experienced having to deal with different and shifting Committee personnel who kept asking the Hotel to resend invoices. This is further evidenced by the invoices referenced in paragraph 7 above, which reflect that invoices are addressed to different Committee personnel at different times, i.e., Sandy Thurman, Matt McAvoy, Chris Womack.

8. The Hotel continued to demand payment from the Committee, but was unable to do so because the Committee was still disputing its responsibility for all the charges. The Committee had expressed the need for a campaign committee to be careful that it only pay expenses for which it, rather than other entities, is responsible. In an effort to resolve the Hotel's demands for payment, representatives of the Hotel met with representatives of the Committee on or about June 17, 1997, in Little Rock, AR. At this time, in order to expedite payment, the Hotel agreed to re-bill the balances as separate statements. Accordingly, the Hotel re-billed the Committee on June 19, 1997. I pushed the Committee to make the payment expected by June 30, 1997. (Exhibit C)
9. I made other written demands for payment. For example, on September 23, 1997, I advised Barbara Yates that: "It is time to move forward to achieve more progress than we have at this point. I will [be] meeting with the owner of the Hotel next week and need answers." (Exhibit D)
10. The Hotel went beyond communicating with the Committee demanding payment. The Hotel requested the White House for assistance. Attached at Exhibit E is a copy of a Hotel memoranda to Mike Malone, Deputy Assistant to the President.
11. Between August 19, 1997 and February, 1998, the Hotel received from the Committee the full \$157,209.03 questioned by the auditors.
12. The Hotel made tremendous efforts to collect payment from the Committee, including resending statements at different times, personal meetings, and numerous phone calls and faxes. The Hotel acted in its normal and ordinary course of business of aggressively pursuing payment of past due accounts. The Hotel has employed similar techniques to collect overdue statements from national and regional organizations using the Hotel for special events.

I declare under penalty of perjury under 28 U.S.C. § 1746 that the foregoing is true and correct to the best of my information knowledge and belief.

Executed this 6th day of August, 1998.



Linus Raines

EXHIBIT 43

MEMORANDUM

TO: SANDY THURMAN
FROM: MARY JO THOMAS
DATE: 11/7/96
RE: CLINTON GORE

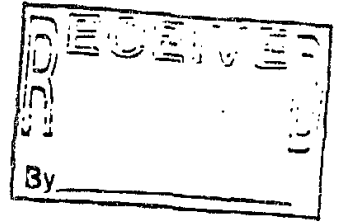
I DID A RECAP OF THE CHARGES THAT I COULD FIND. I THINK I PUT EVERYTHING THAT YOU WERE GOING TO PAY FOR UNDER CLINTON/GORE. I DID A RECAP OF THE OF OTHER FUNCTIONS AND BROKE THEM INTO THE DIFFERENT GROUPS THAT ORDERED THEM. THE ONLY THING THAT I HAVE NOT FINISHED IS THE TABLES AND CHAIRS IN THE OFFICES IN THE TOWER. PLEASE REVIEW THIS AND SEE IF I AM CHARGING THE CORRECT PEOPLE.

I CAN NOT TELL YOU HOW MUCH I ENJOYED WORKING WITE YOU. I HOPED I WOULD GET TO SEE YOU BEFORE YOU LEAVE. I WILL CALL YOU IN THE MORNING TO GO OVER THE EVENTS. THANKS AGAIN.

EXHIBIT A

ATTACHMENT ⁴
Page 125 of 143

CG



CLINTON/GORE

NOVEMBER 4, 1996

BEO #26379 DOYLE ROGERS N/C FOR THE PHONE LINE

NOVEMBER 5, 1996

BEO #26380 DOYLE ROGERS \$50.00 FOR THE PHONE LINE
BEO #26373 BALCONY \$2,229.88 ✓ VIP CREDENTIALS

ADDED FURNITURE FOR LASALLE

AND LAHARPE

\$ 600.00

BEO #26329 BALLROOM

\$79,328.08 ✓

BEO #26329 BALLROOM

\$7,778.00 ✓

FOOD & BEVERAGE
PRODUCTION, PIPE & DRAPE
BACK DROP, DECORATION

NOVEMBER

BEO #26430 RIVER BALLROOM \$1,777.46 ✓

CONTINENTAL BREAKFAST

TOTAL

\$89,763.42

102,458.07

(68,000)

170,458.07

White House
*Don Cecil ✓

Shen 10,282.19
Com 7,708.92
advice 23,808

11/96

ATTACHMENT 4
Page 127 of 143

STATEMENT

EXCELSIOR
HOTEL

1704 S. Jackson Ave.
Baltimore, MD 21204
(410) 371-5600

CLINTON-GORE '96
ATTN: MS SANDY THURMAN
PO BOX 19584
WASHINGTON DC 20036

DATE 11/14/96
ACCT# 194

PAGE 1 OF 2

PLEASE RETURN THIS PORTION WITH YOUR REMITTANCE

DATE	REFERENCE	CHARGES	CREDITS	BALANCE DUE
11/05	AV EQUIP 11.5.96	\$162.00		\$162.00
11/06	RECEPTION 11.5.96	\$1,698.08		\$1,698.08
11/06	HOT LQUOR 11.5.96	\$1,139.10		\$1,139.10
11/06	ROOMA SERV 11.5.96	\$816.30		\$816.30
11/06	ROOM SERV 11.5.96	\$103.23		\$103.23
11/06	ROOM SERV 11.5.96	\$82.40		\$82.40
11/06	ROOM SERV 11.5.96	\$503.65		\$503.65
11/06	ROOM SERV 11.5.96	\$92.01		\$92.01
11/06	ROOM SERV 11.5.96	\$57.00		\$57.00
11/06	ROOM SERV 11.5.96	\$204.01		\$204.01
11/06	ROOM SERV 11.5.96	\$163.84		\$163.84
11/06	ROOM SERV 11.5.96	\$100.12		\$100.12
11/06	ROOM SERV 11.5.96	\$918.57		\$918.57
11/06	ROOM SERV 11.5.96	\$903.64		\$903.64
11/06	ROOM SERV 11.5.96	\$253.65		\$253.65
11/06	ROOM SERV 11.5.96	\$50.98		\$50.98
11/06	COFFEE BREAK 11.5.96	\$1,404.92		\$1,404.92
11/07	ROOM SERV 11.6.96	\$268.80		\$268.80
11/07	ROOM SERV 11.6.96	\$109.36		\$109.36
11/07	ROOM SERV 11.6.96	\$32.93		\$32.93

CURRENT 10 TO 60 DAYS 60 TO 90 DAYS OVER 90 DAYS TOTAL DUE

STATEMENT

EXCELSIOR
HOTEL

1704 S. Jackson Ave.
Baltimore, MD 21204
(410) 371-5600

CLINTON-GORE '96
ATTN: MS SANDY THURMAN
PO BOX 19584
WASHINGTON DC 20036

DATE 11/14/96
ACCT# 194

PAGE 2 OF 2

PLEASE RETURN THIS PORTION WITH YOUR REMITTANCE

DATE	REFERENCE	CHARGES	CREDITS	BALANCE DUE
11/07	ELECTION NIGHT PARTY	\$89,763.42		\$89,763.42
11/07	FAX RENTAL (2)	\$316.00		\$316.00
11/07	LAPTOP COMPUTER RENTAL	\$159.00		\$159.00
11/07	OFFICE SUPPLIES	\$315.34		\$315.34
11/07	ROOM SERV 10.29.96	\$24.30		\$24.30
11/07	ROOM SERV 11.2.96	\$51.36		\$51.36
11/07	ROOM SERV 11.5.96	\$58.25		\$58.25
11/07	ROOM SERV 11.5.96	\$58.25		\$58.25

CURRENT 10 TO 60 DAYS 60 TO 90 DAYS OVER 90 DAYS TOTAL DUE

\$99,795.21

ATTACHMENT
Page 128 of 143

STATEMENT

Excelsior
HOTEL

1301 E. Southwestern Plaza
1 Mile. Rock, Arkansas 72701
(501) 373-5500

CLINTON-GORE '96
ATTN: MISS SANDY THURMAN
PO BOX 19584
WASHINGTON DC 20036

DATE 11/27/96
ACCT# 194

PAGE 1 OF 2

PLEASE RETURN THIS PORTION WITH YOUR REMITTANCE

DATE	REFERENCE	CHARGES	CREDITS	BALANCE DUE
11/05	AV EQUIP 11.5.96	\$162.00		\$162.00
11/05	RECEPTION 11.5.95	\$1,590.00		\$1,590.00
11/06	HOT LQUIDN 11.5.96	\$1,139.10		\$1,139.10
11/06	ROOM SERV 11.5.96	\$418.30		\$418.30
11/06	ROOM SERV 11.5.96	\$103.23		\$103.23
11/06	ROOM SERV 11.5.96	\$92.40		\$92.40
11/06	ROOM SERV 11.5.96	\$503.65		\$503.65
11/06	ROOM SERV 11.5.96	\$92.01		\$92.01
11/06	ROOM SERV 11.5.96	\$57.00		\$57.00
11/06	ROOM SERV 11.5.96	\$204.01		\$204.01
11/06	ROOM SERV 11.5.96	\$163.04		\$163.04
11/06	ROOM SERV 11.5.96	\$100.12		\$100.12
11/06	ROOM SERV 11.5.96	\$919.67		\$919.67
11/06	ROOM SERV 11.5.96	\$903.64		\$903.64
11/06	ROOM SERV 11.5.96	\$253.65		\$253.65
11/06	COFFEE BREAK 11.5.96	\$50.90		\$50.90
11/06	GLEN MAES	\$1,404.92		\$1,404.92
11/07	ROOM SERV 11.6.96	\$200.09		\$200.09
11/07	ROOM SERV 11.6.96	\$109.35		\$109.35
11/07	ROOM SERV 11.6.96	\$32.93		\$32.93

CURRENT 60 TO 90 DAYS OVER 90 DAYS TOTAL DUE

STATEMENT

Excelsior
HOTEL

1301 E. Southwestern Plaza
1 Mile. Rock, Arkansas 72701
(501) 373-5500

CLINTON-GORE '96
ATTN: MISS SANDY THURMAN
PO BOX 19584
WASHINGTON DC 20036

DATE 11/27/96
ACCT# 194

PAGE 2 OF 2

PLEASE RETURN THIS PORTION WITH YOUR REMITTANCE

DATE	REFERENCE	CHARGES	CREDITS	BALANCE DUE
11/07	ELECTION RIGHT PARTY	\$89,763.42		\$89,763.42
11/07	FAX RENTAL (2)	\$318.00		\$318.00
11/07	LAPTOP COMPUTER RENTAL	\$159.00		\$159.00
11/07	OFFICE SUPPLIES	\$315.34		\$315.34
11/07	ROOM SERV 10.29.06	\$24.30		\$24.30
11/07	ROOM SERV 11.2.96	\$51.35		\$51.35
11/07	ROOM SERV 11.5.96	\$59.25		\$59.25
11/07	ROOM SERV 11.5.96	\$50.25		\$50.25

CURRENT 60 TO 90 DAYS OVER 90 DAYS TOTAL DUE

\$89,663.57

2020-204-40-02

ATTACHMENT

Page 129 of 143

Three Star Platinum Floor
Linter Block, Auditorium 72205
(561) 375-5800

DATE 01/20/87
ACCT# 184

PAGE 1 OF 2

PLEASE RETURN THIS PORTION WITH YOUR REPLY

DATE	REFERENCE	CHARGED	CREDITS	BALANCE DUE
1005 AV EQUIP	11.5.98	\$162.00		\$162.00
1006 RECEIPTION	11.5.95	\$1,588.08		\$1,588.08
1008 HOST LIQUOR	11.5.96	\$1,189.18		\$1,189.18
1008 ROOM SERV	11.5.96	\$658.30		\$658.30
1008 ROOM SERV	11.5.96	\$103.23		\$103.23
1008 ROOM SERV	11.5.96	\$92.40		\$92.40
1008 ROOM SERV	11.5.96	\$503.66		\$503.66
1008 ROOM SERV	11.5.96	\$82.01		\$82.01
1008 ROOM SERV	11.5.96	\$57.00		\$57.00
1008 ROOM SERV	11.5.96	\$20.01		\$20.01
1008 ROOM SERV	11.5.96	\$163.84		\$163.84
1008 ROOM SERV	11.5.96	\$100.12		\$100.12
1008 ROOM SERV	11.5.96	\$15.95		\$15.95
1008 ROOM SERV	11.5.96	\$302.84		\$302.84
1008 ROOM SERV	11.5.96	\$83.85		\$83.85
1008 ROOM SERV	11.5.96	\$50.68		\$50.68
1008 ROOM SERV	11.5.96	\$104.82		\$104.82
1006 COFFEE BREAK	11.5.96	\$28.58		\$28.58
1006 GLEN DINES	11.5.96	\$108.38		\$108.38
1007 ROOM SERV	11.5.96	\$32.93		\$32.93
1007 ROOM SERV	11.5.96	\$102.87		\$102.87
1007 ROOM SERV	11.5.96			

CURRENT 30 TO 60 DAYS 60 TO 90 DAYS 90 TO 120 DAYS TOTAL DUE

**Therapeutic Place
Liber Party, Address 72908
(501) 375-6000**

DATE 01/29/87
ACCT# 184

PAGE 2 OF 2

PLEASE RETURN THIS PORTION WITH YOUR RECEIPT

CURRENT	30 TO 60 DAYS	60 TO 90 DAYS	OVER 90 DAYS	TOTAL DUE
11/07 ELECTION NIGHT PARTY				
11/07 FAX RENTAL (2)	\$69,763.42			\$69,763.42
11/07 LAPTOP COMPUTER RENTAL	\$318.00			\$318.00
11/07 OFFICE SUPPLIES	\$189.00			\$189.00
11/07 ROOM SERV 10.29.98	\$318.34			\$318.34
11/07 ROOM SERV 11.2.98	\$24.30			\$24.30
11/07 ROOM SERV 11.5.98	\$61.36			\$61.36
11/07 ROOM SERV 11.5.98	\$66.26			\$66.26
11/07 ROOM SERV 11.5.98	\$66.26			\$66.26

\$99,683.67

EXCEL 5.0R

CLINTON-GORE '98 GENERAL COMMITTEE
ATTN: MATT MCAVOY
PO BOX 19564
WASHINGTON DC 20038

PAGE 1 OF 2

[illegible][illegible]

Excelstor
HOTEL

CLINTON-GORE '96 GENERAL COMMITTEE
ATTN: MATT MCAVOY
PO BOX 19584
WASHINGTON DC 20036

PAGE 2 OF 2

DATE	REFERENCE	CHARGES	CREDITS	BALANCE DUE
------	-----------	---------	---------	-------------

CHURNING	30 TO 60 DAYS	60 TO 90 DAYS	OVER 90 DAYS	TOTAL DUES
11/07 ELECTION NIGHT PARTY	\$89.783.42			\$89,783.42
11/07 FAN RENTAL (2)	\$318.00			\$318.00
11/07 LAPTOP COMPUTER RENTAL	\$168.00			\$168.00
11/07 OFFICE SUPPLIES	\$615.34			\$615.34
11/07 ROOM SERV 10.29.96	\$24.30			\$24.30
11/07 ROOM SERV 11.2.98	\$51.36			\$51.36
11/07 ROOM SERV 11.5.96	\$59.25			\$59.25
11/07 ROOM SERV 11.5.06	\$59.26			\$59.26
11/07 STAFF BREAKFAST 11.6.98	\$395.32			\$395.32
11/07 STAFF LUNCH 11.6.98	\$766.64			\$766.64
11/07 STAFF LUNCH 11.6.98	\$1,772.94			\$1,772.94
11/07 STAFF RECEPTION 11.6.98	\$1,192.80			\$1,192.80
11/07 AUDIO VISUAL				\$1,722.44

ATTACHMENT
Page 132 of 143

STATEMENT

EXCELSIOR
H O R S E

Three Seasons Farm
11201 Hwy. 4, Adams 72211
(901) 311-5967

ATTACHMENT 4
Page 133 of 14

CLINTON-GORE '98 GENERAL COMMITTEE
ATTN: MATT MCCABOY
PO BOX 16564
WASHINGTON DC 20036

DATE 06/18/97
ACCT# 164A

PAGE 1 OF 1

PLEASE RETURN THIS PORTION WITH YOUR RECEIPTANCE

DATE	REFERENCE	CHARGES	CREDITS	BALANCE FWD
1/07	ELECTION NIGHT EVENT	\$89,763.42		\$89,763.42

CURRENT	10 TO 60 DAYS	61 TO 90 DAYS	OVER 90 DAYS	TOTAL DUE
				\$89,763.42

6830 2004 40 02

STATEMENT

Three Seasons Plaza
1405 Beach, Atlantic 11201
(813) 371-5500

EXCELSIOR
HOTEL

CLINTON-GORE '99 GENERAL COMMITTEE
ATTN: CHRIS WOMACK
PO BOX 18504
WASHINGTON DC 20036

DATE 09/19/97
ACCT# 184A

PAGE 1 OF 1

PLEASE RETURN THIS PORTION WITH YOUR REMITTANCE:

DATE	REFERENCE	CHARGES	CREDITS	BALANCE DUE
11/07 ELECTION NIGHT EVENT		\$89,763.42		\$89,763.42

CURRENT	30 TO 60 DAYS	60 TO 90 DAYS	OVER 90 DAYS	TOTAL DUE
				\$89,763.42

STATEMENT

Three Seasons Plaza
1405 Beach, Atlantic 11201
(813) 371-5500

EXCELSIOR
HOTEL

CLINTON-GORE '99 GENERAL COMMITTEE
ATTN: CHRIS WOMACK
810 CONNECTICUT AVE NW - 10TH FLOOR
WASHINGTON DC 20005

DATE 09/19/97
ACCT# 82

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PLEASE RETURN THIS PORTION WITH YOUR REMITTANCE:

DATE	REFERENCE	CHARGES	CREDITS	BALANCE DUE
11/07 ELECTION NIGHT ROOMS		\$54,165.06		\$54,165.06

CURRENT	30 TO 60 DAYS	60 TO 90 DAYS	OVER 90 DAYS	TOTAL DUE
				\$54,165.06

ATTACHMENT
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0330 204 40 02

Exhibit C

2004-03-20 10:00

TO: BARBARA YATES

FROM: LINUS RAINES

DATE: JULY 2, 1997

Barbara -- please respond regarding the June 30 date for a check. We have heard nothing and I must ask for your expertise to make this happen.

EXHIBIT C

ATTACHMENT 4
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Exhibit D

Arkansas
EXCELSIOR
HOTEL

TO: BARBARA YATES

FROM: LINUS RAINES

DATE: SEPTEMBER 23, 1997

372 - 1042

I need your help! It is time to move forward to achieve more progress than we have at this point.

I will meeting with the owner of the Hotel next week and need answers.

Please advise.

Thank you, Barbara.

Wright

*Let
phone
now
for
me*

ATTACHMENT 4
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CLINTON/GORE '96
RECONCILIATION OF EXCELSIOR HOTEL BILLING

Billed per original invoice 11/27/96 99,663.67
Corrections per 3/21/97 invoice:
Room Service 830.55
Room Service 373.41
Room Service 0.50
Staff Breakfast 305.32
Staff Lunch 766.64
Staff Reception 1,722.44
Audio Visual 1,182.60
Room Service 544.67
Room Service (208.89)
Total per 3/21/97 invoice 105,180.91
Summary of above invoice:
Election Night events 89,763.42
Room Service 13,280.55
Equipment 2,136.94
105,180.91

AFFIDAVIT OF BARBARA YATES

I, BARBARA YATES, hereby declare the following:

1. I am a Certified Public Accountant with the firm of **Baird, Kurtz, & Dobson, P.C.** ("BKD") located in Little Rock, Arkansas. Since 1996, I have been retained as the outside CPA to the Clinton/Gore '96 General Committee, Inc. ("the General Committee"). I make this affidavit based on my personal knowledge and upon review of the General Committee's accounting records.
2. On November 5, 1996, a re-election night party for President Clinton was held at the **Excelsior Hotel** ("Excelsior") in Little Rock, Arkansas. The General Committee incurred costs in connection with this party totaling \$157,209.00. This amount consists of event costs of \$89,763.00, hotel rooms of \$54,165.00, and room service expenses of \$13,281.00.
3. On or about November 6, 1996, a representative of the General Committee met with a representative of the Excelsior to review costs incurred in connection with the election night party. At this meeting, or shortly thereafter, the Excelsior billed the General Committee for a total of \$165,987.68.
4. Upon immediate review and reconciliation of these invoices, under my supervision, the accounting staff of the General Committee questioned whether all of the charges were attributable to the General Committee. These discrepancies were disputed, and no payment was issued.
5. The Excelsior began telephoning the General Committee in January 1997, to request immediate payment. Over the next two months, several calls were made to the General Committee and directly to me at BKD. The Excelsior continued these calls in a regular and persistent manner in an effort to collect the outstanding amount. The Excelsior continued to call me with the belief that I could best facilitate their collection efforts.
6. During this period of time referenced in item 5, the General Committee continued to reconcile the invoices received from Excelsior and, through telephone conversations, present Excelsior with disputed amounts.
7. On March 21, 1997, the Excelsior re-invoiced the General Committee based on the telephone conversations between January 1997, and March 1997. The General Committee again disputed these charges. The Excelsior continued to call the General Committee and myself to request payment.
8. On or about June 17, 1997, a meeting was held at the request of the Excelsior to discuss the disputed invoices. I represented the General Committee at this meeting. An agreement was subsequently reached in which Excelsior would break-out the costs into

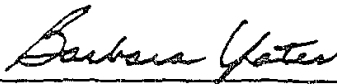
Affidavit of Barbara Yates
Page Two

separate statements. After re-invoicing the General Committee, payments were initiated to the Excelsior.

9. Once the General Committee could account for all expenses and reconcile the invoices from the Excelsior, the General Committee paid all amounts owed to Excelsior and has satisfied all obligations owed to the hotel.

I declare under penalty of perjury under 28 U.S.C. § 1746 that the foregoing is true and correct.

Executed on this 28 day of July, 1998.



Barbara Yates