



FEDERAL ELECTION COMMISSION
WASHINGTON, D C 20463

THIS IS THE BEGINNING OF MUR # 2733

DATE FILMED 6/22/90 CAMERA NO. 4

CAMERAMAN AS

90040790913

REPORTS ANALYSIS REFERRAL

TO

OFFICE OF GENERAL COUNSEL

DATE: 28 April 1988

ANALYST: Linda Tangney

I. COMMITTEE: Stenholm for Congress Committee
(C00081141)
Charles E. Brownfield Jr., Treasurer
Box 1032
Stamford, TX 79553

II. RELEVANT STATUTE: 2 U.S.C. §441b(a)
11 CFR 100.7(a)(1)(i)(E)

III. BACKGROUND:

Receipt of Loan Repayments and Interest from a Prohibited Source

The Stenholm for Congress Committee ("the Committee") accepted loan repayments and interest totalling \$14,066.76 from Media Management Consultants, Inc. ("MMC, Inc.").^{1/}

On the 1987 Year End Report, Schedule B supporting Line 21 of the Detailed Summary Page, itemized \$30,200.00 in loans to MMC, Inc. Amounts of \$15,000.00, \$7,000.00, and \$8,200.00 were loaned to MMC, Inc. on August 7, August 13, and September 30, 1987, respectively. The purpose of the disbursement was listed as "loan for Computer" (Attachments 2 and 3). Schedule A, supporting Line 15, itemized a \$678.28 interest payment and a \$10,574.99 loan repayment, for a total of \$11,253.27 received from MMC, Inc. on December 14, 1987 (Attachments 2 and 4). Schedule C disclosed a \$30,200.00 loan to MMC, Inc., with a cumulative payment to date of \$10,574.99 and a closing balance of \$19,625.01. The date incurred was listed as "8-7-87", the due date as "on demand", and the interest rate as ten percent (10%) (Attachment 5). Line 9 of the Summary Page disclosed \$19,625.01 as the amount owed to the Committee (Attachment 6).

^{1/} According to the Texas Corporate Division, the date of incorporation for MMC, Inc. was December 17, 1982.

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STENHOLM FOR CONGRESS COMMITTEE
REPORTS ANALYSIS OGC REFERRAL
PAGE 2

A Request for Additional Information ("RFAI") was mailed to the Committee on February 16, 1988, which referenced the loan repayments from MMC, Inc. on the 1987 Year End Report. The RFAI explained that while a loan repayment was not considered a contribution, it must be from permissible sources. The RFAI noted that a loan repayment from a corporation would be prohibited unless it was made from a separate segregated fund. The RFAI requested clarification about the source of the loan repayment and asked if any refunds to MMC, Inc. would be necessary (Attachment 7).

On the 1988 12 Day Pre-Primary Report, received February 25, 1988, Schedule A supporting Line 15 of the Detailed Summary Page, disclosed a total of \$2,813.49 in loan repayments with interest from MMC, Inc. Amounts of \$1,751.00 (principal) and \$169.20 (interest) were received on January 11, 1988, and \$750.00 (principal) and \$143.29 (interest) were received on February 2, 1988 (Attachments 8 and 9). Schedule C disclosed a \$30,200.00 loan owed to MMC, Inc., with a cumulative payment to date of \$13,075.99 and a closing balance of \$17,124.01 (Attachment 10). Line 9 of the Summary Page disclosed \$17,124.01 as the amount owed to the Committee (Attachment 11).

On February 29, 1988, Mr. King from the Committee, telephoned a Reports Analysis Division ("RAD") analyst. Mr. King stated that measures would be taken to refund the loan repayments. Mr. King stated that they were unaware that the loan repayment from MMC, Inc. would be in violation, and that steps would be taken to comply with the Commission's requests. Mr. King stated that the Committee's 12 Day Pre-Primary Report disclosed additional loan repayments from MMC, Inc., and that those loan repayments would be refunded as well (Attachment 12).

Amendments to the 1987 Year End Report and 1988 12 Day Pre-Primary Report were filed February 29, 1988. The amended 1987 Year End Report noted: "A check has been drawn refunding \$11,253.27 to Media Management, Inc. This represents \$10,574.99 principal and \$678.28 interest which was improperly received by the committee on 12-14-87 from the corporation." The amended Year End Report also noted: "For the protection of the committee as lender a promissory note signed by an individual and listing computer and equipment as collateral has been executed for the amount receivable by the committee. Future payments will be made from private funds." (Attachment 13). The amended 12 Day Pre-Primary Report noted: "A check has been drawn refunding \$1,920.20 to Media Management, Inc. This represents \$1,751.00 principal and \$169.20 interest which was

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STENHOLM FOR CONGRESS COMMITTEE
REPORTS ANALYSIS OGC REFERRAL
PAGE 3

improperly received by the committee on 1-11-88 from the corporation. Also, a check for \$893.29 is also being sent Media Management, Inc. for \$750.00 principal and \$143.29 interest improperly received by the committee on 1-29-88 from the corporation."2/ (Attachment 14).

On March 18, 1988, an Informational Letter ("Letter") was mailed to the Committee referencing the 1988 12 Day Pre-Primary Report, and the amended 12 Day Pre-Primary Report. The Letter stated that the receipt of the loan repayments were prohibited unless they were made from a separate segregated fund. The Letter noted the Committee's intent to refund the loan repayments, and to accept future loan repayments from an individual's account. The Letter also noted that while the Commission may take further legal steps, the Committee's action in refunding the loan repayments would be taken into consideration (Attachment 15).

On April 7, 1988, an amendment to the 1988 12 Day Pre-Primary Report was filed. The amendment stated that the loan repayment with interest refunds of \$893.29, \$1,920.20, and \$11,253.27 to MMC, Inc. were made on February 29, 1988 (Attachment 16).

The 1988 April Quarterly Report disclosed on Schedule B, a \$893.29, \$1,920.20, and \$11,253.27 refund to MMC, Inc., on February 29, 1988 (Attachments 17 and 18). Schedule B, supporting Line 21 of the Detailed Summary Page, disclosed a \$2,645.50 loan to David R. Perry on March 7, 1988 (Attachment 19). Schedule B disclosed that the loan was for "Change Computer Software/Hardware." Schedule C disclosed a \$32,845.50 loan to David R. Perry, with a cumulative payment to date amount of \$14,103.29, and a closing balance of \$18,742.21 (Attachment 20). The date incurred was listed as "3-7-88", the due date as "on demand" and the interest rate as ten percent (10%). Schedule A, supporting Line 15 of the Detailed Summary Page, disclosed a total of \$15,094.06 in loan repayments, and a \$142.70 interest payment from David R. Perry (Attachments 17 and 21). A \$2,813.49 loan repayment was received on March 2, 1988, and \$11,253.27 and \$1,027.30 in loan repayments were received on March 7, 1988. The \$142.70 interest payment was received on March 7, 1988. Line 9 of the Summary Page disclosed \$18,742.21 as the outstanding amount of debt owed to the Committee (Attachment 22). Schedule C of the report no longer disclosed the outstanding loan owed by MMC, Inc. to the Committee.

2/ Schedule A of the 1988 12 Day Pre-Primary Report discloses February 2, 1988 as the receipt date for the \$750.00 principal repayment and \$143.29 interest payment, not February 29, 1988.

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REPORTS ANALYSIS OGC REFERRAL
PAGE 4

IV. OTHER PENDING MATTERS INITIATED BY RAD:

None.

00040790917

FEDERAL ELECTION COMMISSION
1987-1988
CANDIDATE INDEX OF SUPPORTING DOCUMENTS - (E)

DATE 22APR88

PAGE 1

CANDIDATE/COMMITTEE/DOCUMENT	OFFICE SOUGHT/	PARTY	RECEIPTS		DISBURSEMENTS		COVERAGE DATES	# OF PAGES	MICROFILM LOCATION TYPE OF FILER
			PRIMARY	GENERAL	PRIMARY	GENERAL			
STENHOLM, CHARLES W		HOUSE 17 DEMOCRATIC PARTY			TEXAS		1988 ELECTION	ID# HBTX17081	
1. STATEMENT OF CANDIDATE									
1987 STATEMENT OF CANDIDATE							5JAN87	1	87HSE/328/4688
STATEMENT OF CANDIDATE							11DEC87	1	87HSE/339/2023
2. PRINCIPAL CAMPAIGN COMMITTEE									
STENHOLM FOR CONGRESS COMMITTEE								ID #C00081141	HOUSE
1987 MID-YEAR REPORT			11,474		47,428		1JAN87 -30JUN87	13	87HSE/334/2602
MID-YEAR REPORT - AMENDMENT			-		-		1JAN87 -30JUN87	1	88HSE/346/2438
YEAR-END			109,304		129,419		1JUL87 -31DEC87	28	88HSE/342/2385
YEAR-END - AMENDMENT			-		-		1JUL87 -31DEC87	3	88HSE/345/2374
YEAR-END - AMENDMENT			-		-		1JUL87 -31DEC87	1	88HSE/346/2439
REQUEST FOR ADDITIONAL INFORMATION			-		-		1JUL87 -31DEC87	1	88FEC/509/2421
1988 PRE-PRIMARY			4,138		13,321		1JAN88 -17FEB88	9	88HSE/345/0313
PRE-PRIMARY - AMENDMENT			-		-		1JAN88 -17FEB88	3	88HSE/345/3467
PRE-PRIMARY - AMENDMENT			-		-		1JAN88 -17FEB88	3	88HSE/346/1067
1'ST LETTER INFORMATIONAL NOTICE							1JAN88 -17FEB88	1	88FEC/513/2686
1'ST LETTER INFORMATIONAL NOTICE							1JAN88 -17FEB88	1	88FEC/513/2687
APRIL QUARTERLY				25,860		28,034	18FEB88 -31MAR88	9	88HSE/348/2753
TOTAL			124,916	25,860	190,168	28,034		73	TOTAL PAGES
3. AUTHORIZED COMMITTEES									
4. JOINT FUNDRAISING COMMITTEES AUTHORIZED BY THE CAMPAIGN									

ALL REPORTS HAVE BEEN REVIEWED.

ENDING CASH ON HAND AS OF 3/31/88: \$132,727

OUTSTANDING DEBTS OWED BY THE COMMITTEE AS OF 3/31/88: \$0

OUTSTANDING DEBTS OWED TO THE COMMITTEE AS OF 3/31/88: \$18,742

DECLARED WINNING PRIZE of Receipts and Disbursements (Page 2, FEC FORM 2)

Name of Committee (in full)

Stephols for Congress Committee

C 0001141

Report Covering the Period

From 7-7-87

To 12-31-87

I. RECEIPTS

11. CONTRIBUTIONS (other than loans) FROM:

(a) Individuals/Persons Other Than Political Committees

(i) Itemized (see Schedule A)

(ii) Unitemized

(iii) Total of contributions from individuals

(b) Political Party Committees

(c) Other Political Committees (such as PACs)

(d) The Candidate

(e) TOTAL CONTRIBUTIONS (other than loans) (add 11(a)(i), (ii), (iii) and (d))

12. TRANSFERS FROM OTHER AUTHORIZED COMMITTEES

13. LOANS

(a) Made or Guaranteed by the Candidate

(b) All Other Loans

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

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

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

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

II. DISBURSEMENTS

17. OPERATING EXPENDITURES

18. TRANSFERS TO OTHER AUTHORIZED COMMITTEES

19. LOAN REPAYMENTS:

(a) Of Loans Made or Guaranteed by the Candidate

(b) Of All Other Loans

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

20. REFUNDS OF CONTRIBUTIONS TO:

(a) Individuals/Persons Other Than Political Committees

(b) Political Party Committees

(c) Other Political Committees (such as PACs)

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

21. OTHER DISBURSEMENTS

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

III. CASH SUMMARY

23. CASH ON HAND AT BEGINNING OF REPORTING PERIOD

24. TOTAL RECEIPTS THIS PERIOD (from Line 16)

25. SUBTOTAL (add Line 23 and Line 24)

26. TOTAL DISBURSEMENTS THIS PERIOD (from Line 22)

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

88013422386

COLUMN A
Total This PeriodCOLUMN B
Calendar Year-To-Date

9,370.00

52,606.00

61,976.00

-0-

30,800.66

-0-

82,476.66

-0-

-0-

-0-

-0-

-0-

16,828.27

109,304.93

93,019.38

-0-

-0-

-0-

-0-

-0-

-0-

-0-

-0-

36,400.00

129,419.38

63,741.00

34,000.66

97,741.66

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-0-

21,038.09

120,779.75

123,448.04

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53,400.00

176,848.04

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For each company of the
Detailed Summary Page

FOR LINE NUMBER
21

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

NAME OF COMMITTEE (in Full)

Staphia for Congress Committee

C 00081141

<p>A. Full Name, Mailing Address and ZIP Code</p> <p>Media Management Consultants, Inc. 1541 N. 4th Abilene, Texas 79601</p>	<p>Purpose of Disbursement</p> <p>Loan for Computer</p> <p>Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General</p> <p><input type="checkbox"/> Other (specify)</p>	<p>Date (month, day, year)</p> <p>8-7-87 8-13-87 8-20-87</p>	<p>Amount of Each Disbursement This Period</p> <p>15,000.00 7,000.00 8,200.00</p>
<p>B. Full Name, Mailing Address and ZIP Code</p>	<p>Purpose of Disbursement</p> <p>Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General</p> <p><input type="checkbox"/> Other (specify)</p>	<p>Date (month, day, year)</p>	<p>Amount of Each Disbursement This Period</p>
<p>C. Full Name, Mailing Address and ZIP Code</p>	<p>Purpose of Disbursement</p> <p>Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General</p> <p><input type="checkbox"/> Other (specify)</p>	<p>Date (month, day, year)</p>	<p>Amount of Each Disbursement This Period</p>
<p>D. Full Name, Mailing Address and ZIP Code</p>	<p>Purpose of Disbursement</p> <p>Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General</p> <p><input type="checkbox"/> Other (specify)</p>	<p>Date (month, day, year)</p>	<p>Amount of Each Disbursement This Period</p>
<p>E. Full Name, Mailing Address and ZIP Code</p>	<p>Purpose of Disbursement</p> <p>Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General</p> <p><input type="checkbox"/> Other (specify)</p>	<p>Date (month, day, year)</p>	<p>Amount of Each Disbursement This Period</p>
<p>F. Full Name, Mailing Address and ZIP Code</p>	<p>Purpose of Disbursement</p> <p>Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General</p> <p><input type="checkbox"/> Other (specify)</p>	<p>Date (month, day, year)</p>	<p>Amount of Each Disbursement This Period</p>
<p>G. Full Name, Mailing Address and ZIP Code</p>	<p>Purpose of Disbursement</p> <p>Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General</p> <p><input type="checkbox"/> Other (specify)</p>	<p>Date (month, day, year)</p>	<p>Amount of Each Disbursement This Period</p>
<p>H. Full Name, Mailing Address and ZIP Code</p>	<p>Purpose of Disbursement</p> <p>Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General</p> <p><input type="checkbox"/> Other (specify)</p>	<p>Date (month, day, year)</p>	<p>Amount of Each Disbursement This Period</p>
<p>I. Full Name, Mailing Address and ZIP Code</p>	<p>Purpose of Disbursement</p> <p>Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General</p> <p><input type="checkbox"/> Other (specify)</p>	<p>Date (month, day, year)</p>	<p>Amount of Each Disbursement This Period</p>

SUBTOTAL of Disbursements This Page (optional)

TOTAL This Period (last page this line number only)

30,200.00

88013122411

SCHEDULE A

STANDARD RECEIPTS

This receipt is required
for each category of the
Qualified Summary Page3 1 3
FOR LINE NUMBER
15

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

NAME OF CONTRIBUTOR (in Full)

Stenholm for Congress Committee

C 00061141

A. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt this Period
First National Bank Drawer A Aspermunt, TX 79502	Occupation	10-26-87	300.00
Receipt For: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Aggregate Year-to-Date > \$ 612.50		
B. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt this Period
1st National Bank of Rotan Rotan, TX 79546	Occupation	10-20-87 11-17-87 12-28-87	89.94 69.14 73.30
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Aggregate Year-to-Date > \$ 1408.86		
C. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt this Period
First State Bank Box 3218 Abilene, TX 79604	Occupation	1-9-87	329.10
Receipt For: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Aggregate Year-to-Date > \$ 645.55		
D. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt this Period
Media Management Consultants, Inc. 1541 North Fourth Abilene, TX 79601	Occupation	12-14-87	678.28
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Aggregate Year-to-Date > \$ 678.28 Interest		
E. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt this Period
Media Management Consultants, Inc. 1541 North Fourth Abilene, TX 79601	Occupation	12-14-87	10,574.99
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Aggregate Year-to-Date > \$ 10,574.99 Principal		
F. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt this Period
	Occupation		
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Aggregate Year-to-Date > \$		
G. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt this Period
	Occupation		
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Aggregate Year-to-Date > \$		

SUBTOTAL of Receipts This Page (optional)

12,114.77

TOTAL This Period (last page this line number only)

12,114.77

3 1 2 2 4 0 1
3 9 0 1 3 1 2 2 4 0 1
3 9 0 1 3 1 2 2 4 0 1

SCHEDULE C
(Revised 3/86)Page 1 of 1 for
Loan Number 1
Date rep. submitted
(for cash numbered loan)

Name of Committee (in Full) Stanbols for Congress Committee C 00081141			
A. Full Name, Mailing Address and ZIP Code of Loan Source Media Management Consultants, Inc. 1541 North 4th Abilene, Texas 79601		Original Amount of Loan 30,200.00	Cumulative Payments To Date 10,574.99
Election: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		Balance Outstanding at Close of This Period 19,625.01	
Terms Date Incurred 8-7-87 Date Due On demand Interest Rate 10 % (apr) <input type="checkbox"/> Secured			
List All Endorsers or Guarantors (if any) to Item A			
1. Full Name, Mailing Address and ZIP Code		Name of Employer	
		Occupation	
		Amount Guaranteed Outstanding \$	
2. Full Name, Mailing Address and ZIP Code		Name of Employer	
		Occupation	
		Amount Guaranteed Outstanding \$	
3. Full Name, Mailing Address and ZIP Code		Name of Employer	
		Occupation	
		Amount Guaranteed Outstanding \$	
B. Full Name, Mailing Address and ZIP Code of Loan Source		Original Amount of Loan	Cumulative Payments To Date
Election: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		Balance Outstanding at Close of This Period	
Terms Date Incurred _____ Date Due _____ Interest Rate _____ % (apr) <input type="checkbox"/> Secured			
List All Endorsers or Guarantors (if any) to Item B			
1. Full Name, Mailing Address and ZIP Code		Name of Employer	
		Occupation	
		Amount Guaranteed Outstanding \$	
2. Full Name, Mailing Address and ZIP Code		Name of Employer	
		Occupation	
		Amount Guaranteed Outstanding \$	
3. Full Name, Mailing Address and ZIP Code		Name of Employer	
		Occupation	
		Amount Guaranteed Outstanding \$	
SUBTOTALS This Period This Page (optional)			
TOTALS This Period (last page in this line only)			19,625.01
Carry outstanding balance only to LINE 3, Schedule D, for this line. If no Schedule D, carry forward to appropriate line of Summary			

83013122412

CERTIFIED MAIL REPORT OF RECEIPTS AND DISBURSEMENTS

JAN 28 1988

For An Authorized Committee
(Summary Page)

07/102

C00081141 TX/17 121187
 CHARLES E. BROWNFIELD, JR.
 STENHOLM FOR CONGRESS COMMITTEE
 BOX 1032
 STAMFORD TX 79553

C 00081141

2 FEC IDENTIFICATION NUMBER

3 IS THIS REPORT AN AMENDMENT?

YES ☒ NO ☒

4. TYPE OF REPORT

☐ April 15 Quarterly Report☐ July 15 Quarterly Report☐ October 15 Quarterly Report☒ January 31 Year End Report☐ July 31 Mid Year Report (Non-election Year Only)☐ Twelfth day report preceding

election on _____ in the State of _____

☐ Thirtieth day report following the General Election on

in the State of _____

☐ Termination ReportThis report contains
activity for☒ Primary Election☐ General Election☐ Special Election☐ Runoff Election

SUMMARY

5	Covering Period	7-1-87	through	12-31-87	COLUMN A This Period	COLUMN B Calendar Year-to-Date
6	Net Contributions (other than loans)					
(a)	Total Contributions (other than loans) (from Line 11(e))				109,304.93	114,569.93
(b)	Total Contribution Refunds (from Line 20(d))				-0-	-0-
(c)	Net Contributions (other than loans) (subtract Line 6(b) from 6(a))				109,304.93	114,569.93
7	Net Operating Expenditures					
(a)	Total Operating Expenditures (from Line 17)				93,019.38	123,448.04
(b)	Total Offsets to Operating Expenditures (from Line 14)				-0-	-0-
(c)	Net Operating Expenditures (subtract Line 7(b) from 7(a))				93,019.38	123,448.04
8	Cash on Hand at Close of Reporting Period (from Line 27)				144,084.67	
9	Debts and Obligations Owed TO the Committee (Itemize all on Schedule C and/or Schedule D)				19,625.01	
10	Debts and Obligations Owed BY the Committee (Itemize all on Schedule C and/or Schedule D)				-0-	

For further information
 contact
 Federal Election Commission
 999 E Street, NW
 Washington, DC 20463
 Toll Free 800-424-9530
 Local 202-376-3120

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

Type or Print Name of Treasurer

Charles E. Brownfield, Jr.

Signature of Treasurer

Date

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Report to the penalties of 18 USC 6417c.

FEC FORM 1



FEDERAL ELECTION COMMISSION
WASHINGTON, DC 20543

80-2

Charles E. Brownfield, Jr., Treasurer
Stenholm for Congress Committee
Box 1032
Stanford, TX 79553

FEB 16 1988

Identification Number: C00001141

Reference: Year End Report (7/1/87-12/31/87)

Dear Mr. Brownfield:

This letter is prompted by the Commission's preliminary review of the report(s) referenced above. The review raised questions concerning certain information contained in the report(s). An itemization follows:

-Columns A and B, Line 6(a) of the Summary Page should equal Columns A and B, Line 11(e) of the Detailed Summary Page.

-Your report discloses a \$30,200 loan to Media Management Consultants, Inc.. Schedule C, and Schedule A supporting Line 15, reflects a \$10,574 loan repayment from Media Management Consultants, Inc. Please note that while a loan repayment received by a committee is not considered a contribution, the loan repayment must be from permissible sources. A loan repayment received from a corporation would be prohibited unless the loan repayment was from a separate segregated fund. (11 CFR 100.7(a)(1)(i)(B)) If the loan repayment was received from a corporate account, your committee should refund the \$10,574 to the corporation. Please clarify the source of the loan repayment and indicate if a refund is necessary.

A written response or an amendment to your original report(s) correcting the above problem(s) should be filed with the Clerk of the House of Representatives, 1036 Longworth House Office Building, Washington, DC 20515 within fifteen (15) days of the date of this letter. If you need assistance, please feel free to contact me on our toll-free number, (800) 424-9530. My local number is (202) 376-2480.

Sincerely,

Linda Tangney

Linda Tangney
Reports Analyst
Reports Analysis Division

39033072421

DETAILED SUMMARY PAGE
of Receipts and Disbursements
(Page 2, FEC FORM 1)

Name of Committee (in full) State/In for Congress Committee C 00081111		Report Covering Period From 1-1-88 To 12-31-88	
I. RECEIPTS		COLUMN A Total This Period	COLUMN B Calendar Year-To-Date
11 CONTRIBUTIONS (other than loans) FROM			
(a) Individuals Persons Other Than Political Committees			
(i) Itemized (use Schedule A)		500.00	
(ii) Unitemized		290.00	
(iii) Total of contributions from individuals		790.00	
(b) Political Party Committees		-0-	
(c) Other Political Committees (such as PACs)		500.00	
(d) The Candidate		-	
(e) TOTAL CONTRIBUTIONS (other than loans) (add 11(b)(i), (b)(ii), (c) and (d))		1,290.00	
12 TRANSFERS FROM OTHER AUTHORIZED COMMITTEES		-0-	
13 LOANS			
(a) Made or Guaranteed by the Candidate		-0-	
(b) All Other Loans		-0-	
(c) TOTAL LOANS (add 13(a) and (b))		-0-	
14 OFFSETS TO OPERATING EXPENDITURES (Refunds, Rebates, etc.)		-0-	
15 OTHER RECEIPTS (Dividends, interest, etc.)		(2648.51)	
16 TOTAL RECEIPTS (add 11(e), 12, 13(c), 14 and 15)		4138.51	
II. DISBURSEMENTS			
17 OPERATING EXPENDITURES Unitemized 1261.70		12,321.70	
18 TRANSFERS TO OTHER AUTHORIZED COMMITTEES		-0-	
19 LOAN REPAYMENTS			
(a) Of Loans Made or Guaranteed by the Candidate		-0-	
(b) Of All Other Loans		-0-	
(c) TOTAL LOAN REPAYMENTS (add 19(a) and (b))		-0-	
20 REFUNDS OF CONTRIBUTIONS TO			
(a) Individuals Persons Other Than Political Committees		-0-	
(b) Political Party Committees		-0-	
(c) Other Political Committees (such as PACs)		-0-	
(d) TOTAL CONTRIBUTION REFUNDS (add 20(a), (b) and (c))		-0-	
21 OTHER DISBURSEMENTS		1000.00	
22 TOTAL DISBURSEMENTS (add 17, 18, 19(c), 20(d) and 21)		13,321.70	

III. CASH SUMMARY

23 CASH ON HAND AT BEGINNING OF REPORTING PERIOD	\$ 144,084.67
24 TOTAL RECEIPTS THIS PERIOD (from Line 16)	\$ 4,138.51
25 SUBTOTAL (add Line 23 and Line 24)	\$ 148,223.18
26 TOTAL DISBURSEMENTS THIS PERIOD (from Line 22)	\$ 13,321.70
27 CASH ON HAND AT CLOSE OF THE REPORTING PERIOD (subtract Line 26 from 25)	\$ 134,901.48

SCHEDULE A

ITEMIZED RECEIPTS

Use separate schedules for each category of the Detailed Summary Page

 PAGE 1 OF 1
 Form 1000 (Rev. 8-85)

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

NAME OF COMMITTEE (in Full)

Stenholm for Congress Committee

C 00081141

A. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt this Period
1st National Bank of Rotan Rotan, Texas 79546 (Interest)		1-14-88	1.00
Receipt For: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General Other (specify):	Occupation	Aggregate Year-to-Date	
B. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt this Period
Media Management Consultants Inc. 1541 N. 4th St. Abilene, Texas 79601 (Principal)		1-11-88 2-2-88	175.1.00 750.00
Receipt For: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General Other (specify):	Occupation	Aggregate Year-to-Date	
C. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt this Period
Media Management Consultants, Inc. 1541 No. 4th St. Abilene, Texas 79601 (Interest)		1-11-88 2-2-88	169.20 143.29
Receipt For: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General Other (specify):	Occupation	Aggregate Year-to-Date	
D. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt this Period
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General Other (specify):	Occupation	Aggregate Year-to-Date	
E. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt this Period
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General Other (specify):	Occupation	Aggregate Year-to-Date	
F. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt this Period
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General Other (specify):	Occupation	Aggregate Year-to-Date	
G. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt this Period
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General Other (specify):	Occupation	Aggregate Year-to-Date	

SUBTOTAL of Receipts This Page (optional)

TOTAL This Period (last page this line number only)

284E...

83013150317

SCHEDULE C
 (Revised 2/88)

LOANS

 Page 1 of 1 for
 L. H. BURRIS
 See address schedule
 for each numbered line

Name of Committee (in Full)		C 00081141	
Stanhope for Congress Committee A. Full Name, Mailing Address and ZIP Code of Loan Source Media Management Consultants, Inc. 1541 N. 4th St. Abilene, Texas 79601 Election <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		Original Amount of Loan	Balance Outstanding at Close of This Period
		30,200.00	17,124.01
Terms Date Insured <u>8-7-87</u> Date Due <u>12/1/88</u> Interest Rate <u>10</u> % (apx) <input type="checkbox"/> Secured			
List All Endorsers or Guarantors (if any) to Item A			
1. Full Name, Mailing Address and ZIP Code		Name of Employer	
		Occupation	
		Amount Guaranteed Outstanding \$	
2. Full Name, Mailing Address and ZIP Code		Name of Employer	
		Occupation	
		Amount Guaranteed Outstanding \$	
3. Full Name, Mailing Address and ZIP Code		Name of Employer	
		Occupation	
		Amount Guaranteed Outstanding \$	
B. Full Name, Mailing Address and ZIP Code of Loan Source		Original Amount of Loan	Balance Outstanding at Close of This Period
Election <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Terms Date Insured _____ Date Due _____ Interest Rate _____ % (apx) <input type="checkbox"/> Secured			
List All Endorsers or Guarantors (if any) to Item B			
1. Full Name, Mailing Address and ZIP Code		Name of Employer	
		Occupation	
		Amount Guaranteed Outstanding \$	
2. Full Name, Mailing Address and ZIP Code		Name of Employer	
		Occupation	
		Amount Guaranteed Outstanding \$	
3. Full Name, Mailing Address and ZIP Code		Name of Employer	
		Occupation	
		Amount Guaranteed Outstanding \$	
SUBTOTALS This Period This Page (optional)			
TOTALS This Period (see page in this line only)			17,124.01
Carry outstanding balance only to LINE 2, Schedule D, for this line. If no Schedule D, carry forward to appropriate line of Summary.			

33013150321

CERTIFIED MAIL

FEB 22 1988

REPORT OF RECEIPTS AND DISBURSEMENTS

For An Authorized Committee
(Summary Page)

USE PRE-PAID MAIL LABEL

TYPE OR PRINT

1 NAME OF COMMITTEE (in full)

Stenholm for Congress Committee

ADDRESS (number and street) ☐ Change "if different than previously reported"P.O. Box 1032
CITY, STATE and ZIP CODE

STATE/DISTRICT

Stanford

Texas

C 00081141

2 FEC IDENTIFICATION NUMBER

071102

3 IS THIS REPORT AN AMENDMENT?

YES

X NO

4. TYPE OF REPORT

☒ LX

Thirtieth day report preceding

Primary

Type of Election

election on March 8, 1988 in the State of Oklahoma

☐ April 15 Quarterly Report☐ July 15 Quarterly Report☐ October 15 Quarterly Report☐ Thirtieth day report following the General Election on☐ January 31 Year End Report

in the State of

☐ July 31 Mid-Year Report (Non-election Year Only)☐ Termination ReportThis report contains
activity for☒ X

Primary Election

☐

General Election

☐ Special Election☐ Runoff Election

SUMMARY

5	Covering Period <u>1-1-88</u> through <u>2-17-88</u>	COLUMN A This Period	COLUMN B Calendar Year-to-Date
6	Net Contributions (other than loans)		
(a)	Total Contributions (other than loans) (from Line 11(e))	4138.51	4138.51
(b)	Total Contribution Refunds (from Line 20(d))	-0-	-0-
(c)	Net Contributions (other than loans) (subtract Line 6(b) from 6(a))	4138.51	4138.51
7	Net Operating Expenditures		
(a)	Total Operating Expenditures (from Line 17)	12,321.70	12,321.70
(b)	Total Offsets to Operating Expenditures (from Line 14)	-0-	-0-
(c)	Net Operating Expenditures (subtract Line 7(b) from 7(a))	12,321.70	12,321.70
8	Cash on Hand at Close of Reporting Period (from Line 27)	134,901.48	
9	Debts and Obligations Owed TO the Committee (Itemize all on Schedule C and/or Schedule D)	(17,124.01)	
10	Debts and Obligations Owed BY the Committee (Itemize all on Schedule C and/or Schedule D)	-0-	

For further information
contact:
Federal Election Commission
990 E Street NW
Washington DC 20463
Toll Free 800-424-9530
Local 202-376-3120

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

Type or Print Name of Treasurer

Charles E. Brownfield, Jr.

Signature of Treasurer

Charles E. Brownfield, Jr.

Date

2-22-88

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

FEC FORM 3

(revised 4-87)

03013150313

MEMORANDUM TO FILES:

DATE 2/29/88

TELECON Y
VISIT

NAME OF COMMITTEE: STENHOLM FOR CONGRESS COMMITTEE (TX)

SUBJECT: LOAN REPAYMENTS FROM A CORPORATION

FEC REP: LINDA TANGNEY

COMMITTEE REP: MR. KING

Mr. King telephoned to state that he had received a letter regarding the loan repayments on the 1987 Year-End Report. Mr. King stated that measures would be taken to refund the loan repayments, and that the Committee members were unaware that the loan repayments from Media Management Consultants, Inc. were in violation. Mr. King stated that steps would be taken to comply with the Commission's requests. Mr. King stated that additional loan repayments from Media Management Consultants were disclosed on the 1988 12 Day Pre-Primary Report, and that those loan repayments would be refunded as well.

90040740929

AMENDED 1987 YEAR-END REPORT

FEB 20 1988



Charles
STENHOLM
 Democrat - 17th District - U.S. Congress
 Stenholm for Congress Committee P.O. Box 1032 Stanford, Texas 79133-0102

February 29, 1988

07/102

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

ATTN: Linda Tangney

Reference: Year End Report (7/1/87-12/31/87) ID # C00081141

A check has been drawn refunding \$11,253.27 to Media Management, Inc. This represents \$10,574.99 principal and \$678.28 interest which was improperly received by the committee on 12-14-87 from the corporation.

For the protection of the committee as lender a promissory note signed by an individual and listing computer and equipment as collateral has been executed for the amount receivable by the committee. Future payments will be made from private funds.

Thank you for the kind courteous way this problem has been handled by members of your staff.

Sincerely,

Charles E. Brownfield, Jr.
 Treasurer, Stenholm for
 Congress Committee
 P.O. Box 1032
 Stanford, TX 79553

cc - Disclosure Filing Division
 Office of the Secretary of State
 P.O. Box 12070
 Austin, TX 78711



Charles
STENHOLM
 Democrat • 17th District • U.S. Congress
 Stenholm for Congress Committee P.O. Box 1032 Stamford, Texas 79111-0103-5521

February 29, 1988

Federal Election Commission
 999 E Street, NW
 Washington, D.C. 20461

ATTN: Linda Tangney

Reference: Twelfth Day Report Preceding Primary (1/1/88-2 1:00 PM)

ID: # C00081141

A check has been drawn refunding \$1920.20 to Media Management, Inc. This represents \$1751.00 principal and \$169.20 interest which was improperly received by the committee on 1-11-88 from the corporation.

Also, a check for \$893.29 is also being sent Media Management, Inc for \$750.00 principal and \$143.29 interest improperly received by the committee on 1-29-88 from the corporation.

Sincerely,

Charles E. Brownfield, Jr.
 Charles E. Brownfield, Jr.
 Treasurer, Stenholm for
 Congress Committee
 P.O. Box 1032
 Stamford, TX 79551

cc - Disclosure Filing Division
 Office of the Secretary of State
 P.O. Box 12070
 Austin, TX 78711

00040790931
 88013453469



FEDERAL ELECTION COMMISSION

WASHINGTON, DC 20541

HQ-5

MAR 18 1988

Charles E. Brownfield, Jr., Treasurer
 Stenholm for Congress Committee
 P.O. Box 1032
 Stanford, TX 79553

Identification Number: C00081141

Reference: 12 Day Pre-Primary (1/1/88-2/17/88) and Amended 12
 Day Pre-Primary (1/1/88-2/17/88, dated 2/29/88)
 Reports

Dear Mr. Brownfield:

This letter is prompted by the Commission's preliminary review of the report(s) referenced above. The review raised questions concerning certain information contained in the report(s). An itemization follows:

-Schedule A of your report discloses loan repayments (principal and interest) totalling \$2,813.49 received from Media Management Consultants, Inc. A loan repayment received from a corporation is prohibited, unless it is made from a separate segregated fund. (11 CFR 100.7(a)(1)(i)(E))

The Commission notes your intent to refund the corporate loan repayments, and to receive future loan repayments from an individual's account. Although the Commission may take further legal steps, your action in refunding these loan repayments will be taken into consideration.

Any amendment or clarification should be filed with the Clerk of the House of Representatives, 1036 Longworth House Office Building, Washington, DC 20515. If you need assistance, please feel free to contact me on our toll-free number, (800) 424-9530. My local number is (202) 376-2480.

Sincerely,

Linda Tangney

Linda Tangney
 Reports Analyst
 Reports Analysis Division

UNITED MAIL
APR 11 1988



Charles
STENHOLM
Democrat • 17th District • U.S. Congress
Stenholm for Congress Committee P. O. Box 1032 Stanford, Texas 78333-9107

071102

March 31, 1988

Clerk, House of Representatives
1036 Longworth House Office Building
Washington, D.C. 20515

Reference: 12 Day Pre-Primary (1/1/88 - 2/17/88) JD # C00081141
and letter from FEC dated March 18, 1988

Enclosed are copies of two almost identical explanations sent to the
FEC dated 2/29/88 and received in Washington on 3/4/88. One concerns
the Year End Report and \$11,253.27 refunded to Media Management, Inc.
The other covers the \$1920.20 and \$893.29 refunded to Media Manage-
ment, Inc. during the report period 1/1/88-2/17/88.

Three checks were drawn on the committee account on February 29, 1988:
Check #2525 for \$893.29
Check #2526 for \$1920.20
Check #2527 for \$11,253.27

These represent the total monies received improperly by the
committee from Media Management, Inc.

Sincerely,

Charles E. Brownfield Jr.
Charles E. Brownfield, Jr.
Treasurer, Stenholm for
Congress Committee
P. O. Box 1032
Stanford, TX 79553

cc: - Disclosure Filing Division
Office of the Secretary of State
P. O. Box 12070
Austin, TX 78711

98013161067



Charles
STENHOLM
Democrat - 17th District - U.S. Congress
Rankin to Congress Committee P O Box 1032 Stamford, Texas 76409 914/773-4621

February 29, 1988

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

ATTN: Linda Tangney

Reference: Twelfth Day Report Preceding Primary (1/1/88-2/17/88)

ID: # C00081141

A check has been drawn refunding \$1920.20 to Media Management, Inc. This represents \$1751.00 principal and \$169.20 interest which was improperly received by the committee on 1-11-88 from the corporation.

Also, a check for \$893.29 is also being sent Media Management, Inc for \$750.00 principal and \$143.29 interest improperly received by the committee on 1-29-88 from the corporation.

Sincerely,

Charles E. Brownfield, Jr
Treasurer, Stenholm for
Congress Committee
P.O. Box 1032
Stamford, TX 79553

cc - Disclosure Filing Division
Office of the Secretary of State
P.O. Box 12070
Austin, TX 78711

AMENDED 1988 PRE-PRIMARY REPORT



Charles
STENHOLM
Democrat • 17th District • U.S. Congress
Rank in the Congress Committee R. D. Box 1082 Stanford, Penn. 17405 914/772-245

February 29, 1988

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

ATTN: Linda Tangney

Reference: Year End Report (7/1/87-12/31/87) ID # 000001241

A check has been drawn refunding \$11,253.27 to Media Management, Inc. This represents \$10,574.99 principal and \$678.28 interest which was improperly received by the committee on 12-14-67 from the corporation.

For the protection of the committee as lender a promissory note signed by an individual and listing computer and equipment as collateral has been executed for the amount receivable by the committee. Future payments will be made from private funds.

Thank you for the kind courteous way this problem has been handled by members of your staff.

Sincerely,

Charles E. Brownfield, Jr
Treasurer, Stenholm for
Congress Committee
P.O. Box 1032
Stanford, TX 79553

cc - Disclosure Filing Division
Office of the Secretary of State
P.O. Box 12070
Austin, TX 78711

DETAILED SUMMARY PAGE of Receipts and Disbursements (PAGE 2, PSC FORM 3)

Name of Committee (in full)		Report Covering the Period	
Stanhope for Congress Committee C 000811A1		From 2-18-88	To 3-31-88
I. RECEIPTS		COLUMN A Total This Period	COLUMN B Calendar Year-To-Date
11. CONTRIBUTIONS (other than loans) FROM:			
(a) Individuals/Persons Other Than Political Committees			
(1) Itemized (use Schedule A)		-0-	
(2) Unitemized		1000.00	
(3) Total of contributions from individuals		1000.00	1790.00
(b) Political Party Committees		-0-	-0-
(c) Other Political Committees (such as PACs)		6500.00	7000.00
(d) The Candidate		-0-	-0-
(e) TOTAL CONTRIBUTIONS (other than loans) (add 11(a)(1), (b), (c) and (d))		7500.00	8790.00
12. TRANSFERS FROM OTHER AUTHORIZED COMMITTEES		-0-	-0-
13. LOANS			
(a) Made or Guaranteed by the Candidate		-0-	-0-
(b) All Other Loans		-0-	-0-
(c) TOTAL LOANS (add 13(a) and (b))		-0-	-0-
14. OFFSETS TO OPERATING EXPENDITURES (Refunds, Rebates, etc.)		-0-	-0-
15. OTHER RECEIPTS (Dividends, Interest, etc.)		18,360.98	21,209.49
16. TOTAL RECEIPTS (add 11(e), 12, 13(c), 14 and 15)		25,860.98	29,999.49
II. DISBURSEMENTS			
17. OPERATING EXPENDITURES unitized 524.94		25,389.36	37,711.06
18. TRANSFERS TO OTHER AUTHORIZED COMMITTEES		-0-	-0-
19. LOAN REPAYMENTS:			
(a) Of Loans Made or Guaranteed by the Candidate		-0-	-0-
(b) Of All Other Loans		-0-	-0-
(c) TOTAL LOAN REPAYMENTS (add 19(a) and (b))		-0-	-0-
20. REFUNDS OF CONTRIBUTIONS TO:			
(a) Individuals/Persons Other Than Political Committees		-0-	-0-
(b) Political Party Committees		-0-	-0-
(c) Other Political Committees (such as PACs)		-0-	-0-
(d) TOTAL CONTRIBUTION REFUNDS (add 20(a), (b) and (c))		-0-	-0-
21. OTHER DISBURSEMENTS		2,645.50	3,645.50
22. TOTAL DISBURSEMENTS (add 17, 18, 19(c), 20(d) and 21)		28,034.86	41,356.56

III. CASH SUMMARY

23. CASH ON HAND AT BEGINNING OF REPORTING PERIOD	\$ 134,901.48	23
24. TOTAL RECEIPTS THIS PERIOD (from Line 16)	\$ 25,860.98	24
25. SUBTOTAL (add Line 23 and Line 24)	\$ 160,762.46	25
26. TOTAL DISBURSEMENTS THIS PERIOD (from Line 22)	\$ 28,034.86	26
27. CASH ON HAND AT CLOSE OF THE REPORTING PERIOD (subtract Line 26 from 25)	\$ 132,727.60	27

33013132751

SCHEDULE B

ITEMIZED DISBURSEMENTS

Use separate schedule for each category of the Detailed Summary Page

PAGE 2 OF 2
FOR LINE NUMBER 17

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

NAME OF COMMITTEE (in Full)

Sterholm for Congress Committee

C C0081141

A. Full Name, Mailing Address and ZIP Code Charles W. Sterholm Route 1 Avoca, Texas 79503	Purpose of Disbursement 1/5-Dinner with constituents-41.33 Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	Date (month, day, year) 3-21-88	Amount of Each Disbursement This Period 499.66
B. Full Name, Mailing Address and ZIP Code 11/19/87 Service American Corp (Coffee) 1/29-Lunch with Constituents-20.00 2/4 Dinner w/constituents-46.15	Purpose of Disbursement service for Demo. Budget Group-72.61 Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	Date (month, day, year) 3-22-88	Amount of Each Disbursement This Period
C. Full Name, Mailing Address and ZIP Code 2/29-Travel by auto to Williamsburg to participate in Democratic leadership Council Seminar (348 Mi.) 3/2-Dinner w/constituents-126.77	Purpose of Disbursement to participate in Democratic leadership Council Seminar (348 Mi.) Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	Date (month, day, year) 3-22-88	Amount of Each Disbursement This Period
D. Full Name, Mailing Address and ZIP Code 3/4-Travel by auto to Staunton, VA to attend campaign reception (300 mi.) 3/9- 3 copies official House Photo-27.00	Purpose of Disbursement Cong. Jim Olin's Ag Day Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	Date (month, day, year) 3-22-88	Amount of Each Disbursement This Period
E. Full Name, Mailing Address and ZIP Code 3/10-12 -Travel for staff member, Becca Tice to meet w/constituents & officials associated with Texas Hospital Assn. in San Antonio-Continental Airlines	Purpose of Disbursement Office Work Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	Date (month, day, year) 3-23-88	Amount of Each Disbursement This Period
F. Full Name, Mailing Address and ZIP Code Mary Kainer Route 2 Stamford, TX 79553	Purpose of Disbursement Office Work Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	Date (month, day, year) 3-23-88	Amount of Each Disbursement This Period
G. Full Name, Mailing Address and ZIP Code Media Management Consultants, INC 1541 N. 4th Abilene, TX 79601	Purpose of Disbursement Refund Corp cks. improperly received Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	Date (month, day, year) 2-29-88	Amount of Each Disbursement This Period 893.29 1920.20 11253.27
H. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	Date (month, day, year)	Amount of Each Disbursement This Period
I. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	Date (month, day, year)	Amount of Each Disbursement This Period

SUBTOTAL of Disbursements This Page (optional)

15,407.75

TOTAL This Period (last page this line number only)

24,864.47

1988 APRIL

MONTHLY REPORT

ATTACHMENT 19

 The amount is subject to
 the authority of the
 Budgetary Page

 Page 1 of 1
 FOR LINE NUMBER
 21

Any information stated from each Report and Disbursement may not be used or sold by any person for the purpose of collecting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee.

NAME OF CONTRIBUTOR TO FUND

Storbahn for Congress Committee

C 00081141

A. Full Name, Mailing Address and ZIP Code David R. Perry 710 611 Abilene, Texas 79601	Purpose of Disbursement Loan-Charge Computer Software Hardware Disbursement for <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	Date (month, day, year) 3-7-88	Amount of Each Disbursement This Period 2645.50
B. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement Disbursement for <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	Date (month, day, year)	Amount of Each Disbursement This Period
C. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement Disbursement for <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	Date (month, day, year)	Amount of Each Disbursement This Period
D. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement Disbursement for <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	Date (month, day, year)	Amount of Each Disbursement This Period
E. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement Disbursement for <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	Date (month, day, year)	Amount of Each Disbursement This Period
F. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement Disbursement for <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	Date (month, day, year)	Amount of Each Disbursement This Period
G. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement Disbursement for <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	Date (month, day, year)	Amount of Each Disbursement This Period
H. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement Disbursement for <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	Date (month, day, year)	Amount of Each Disbursement This Period
I. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement Disbursement for <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	Date (month, day, year)	Amount of Each Disbursement This Period

SUBTOTAL of Disbursements This Page (optional)

TOTAL This Period (last page this line number only)

39013132760

SCHEDULE C
Report Form

LOANS

Page 1 of 1 for
 LINE NUMBER 9
 Also prepare schedule
 for each numbered line

Section 1: Loan Information			
Type of Institution (in Full) <u>Stanhope for Congress Committee</u>		C <u>00081141</u>	
A. Full Name, Mailing Address and ZIP Code of Loan Source <u>David R. Perry</u> <u>710 Hill</u> <u>Abilene, Texas 79601</u>	Original Amount of Loan <u>32,845.50</u>	Cumulative Payments To Date <u>14,103.29</u>	Balance Outstanding at Close of This Period <u>18,742.21</u>
Section: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify): _____			
Terms: Date Issued <u>2-7-88</u> Date Due <u>On demand</u> Interest Rate <u>10</u> (App.) <input type="checkbox"/> Secured			
List All Endorsers or Guarantors (if any) to Item A			
1. Full Name, Mailing Address and ZIP Code		Name of Employer	
		Occupation	
		Amount Guaranteed Outstanding	
2. Full Name, Mailing Address and ZIP Code		Name of Employer	
		Occupation	
		Amount Guaranteed Outstanding	
3. Full Name, Mailing Address and ZIP Code		Name of Employer	
		Occupation	
		Amount Guaranteed Outstanding	
Section 2: Loan Source Information			
B. Full Name, Mailing Address and ZIP Code of Loan Source		Original Amount of Loan	Cumulative Payments To Date
			Balance Outstanding at Close of This Period
Section: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify): _____			
Terms: Date Issued _____ Date Due _____ Interest Rate _____ (App.) <input type="checkbox"/> Secured			
List All Endorsers or Guarantors (if any) to Item B			
1. Full Name, Mailing Address and ZIP Code		Name of Employer	
		Occupation	
		Amount Guaranteed Outstanding	
2. Full Name, Mailing Address and ZIP Code		Name of Employer	
		Occupation	
		Amount Guaranteed Outstanding	
3. Full Name, Mailing Address and ZIP Code		Name of Employer	
		Occupation	
		Amount Guaranteed Outstanding	
SUBTOTALS This Period This Page (estimated)			
TOTALS This Period (from page in this line only)			

990014307120937

MODULE 5

STANDARD RECEIPT

Use separate entries for each category of the Detailed Summary Page

PAGE 12
FOR LINE NUMBER 15

All information received from each Reporter and Statement may not be sold or used by any person for the purpose of collecting contributions or for comment or press, other than using the name and address of any political committee to solicit contributions from such contributors

NAME OF COMMITTEE in Full

Stenholm for Congress Committee

C 00081141

A. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt (this Period)
Graham National Bank Box 450 Graham, TX 76046		2-23-88	347.67
Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year to Date: \$ 347.67	
B. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt (this Period)
First State Bank in Tuscola Box 98 Tuscola, TX 79562		2-24-88	324.11
Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year to Date: \$ 324.11	
C. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt (this Period)
DAVID R. PERRY 710 Gill Arlene, TX 79601 (Intersect)		3-7-88	141.70
Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year to Date: \$ 141.70	
D. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt (this Period)
Graham Natl. Bank Box 450 Graham, TX 76046		3-7-88	30.61
Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year to Date: \$ 60.32	
E. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt (this Period)
Haskell Natl. Bank Box 998 Haskell, TX 79521		3-7-88	336.57
Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year to Date: \$ 336.57	
F. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt (this Period)
1st National Bank of Rotan Rotan, TX 79546		2-24-88	21.78
Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year to Date: \$ 105.85	
G. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt (this Period)
First Natl. Bank of Stamford Box 471 Stamford, Texas 79553		3-21-88	29.61
Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year to Date: \$ 135.46	

SUBTOTAL of Receipts This Period: \$ 1,006.04

TOTAL This Period (Use page this line number)

0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99

FORM 1000-1000000
15

Any information supplied from each Report and Statement may not be sold or used by any person for the purpose of making contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee.

NAME OF COMMITTEE OR FUND
Stephols for Congress Committee C 00081141

A. Full Name, Mailing Address and ZIP Code Farmers National Bank Bule, TX 79547 Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Occupation Aggregate Year-to-Date > \$ 333.41	Date (month, day, year) 3-21-88	Amount of Each Receipt This Period 333.41
B. Full Name, Mailing Address and ZIP Code Home State Bank Rochester, TX 79544 Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Occupation Aggregate Year-to-Date > \$ 339.28	Date (month, day, year) 3-21-88	Amount of Each Receipt This Period 339.28
C. Full Name, Mailing Address and ZIP Code First National Bank of Abilene Box 701 Abilene, TX 79604 Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Occupation Aggregate Year-to-Date > \$ 339.07	Date (month, day, year) 3-23-88	Amount of Each Receipt This Period 339.07
D. Full Name, Mailing Address and ZIP Code Hanlin National Bank Box 308 Hanlin, TX 79520 Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Occupation Aggregate Year-to-Date > \$ 336.57	Date (month, day, year) 3-28-88	Amount of Each Receipt This Period 336.57
E. Full Name, Mailing Address and ZIP Code David R. Perry 710 Gill Abilene, TX 79601 (Principal) Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Occupation Aggregate Year-to-Date > \$ 14,066.16	Date (month, day, year) 3-2-88 3-7-88	Amount of Each Receipt This Period 2813.49 11,252.27
F. Full Name, Mailing Address and ZIP Code David R. Perry 710 Gill Abilene, TX 79601 Principal Receipt For: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Occupation Aggregate Year-to-Date > \$ 1027.30	Date (month, day, year) 3-7-88	Amount of Each Receipt This Period 1027.30
G. Full Name, Mailing Address and ZIP Code Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Occupation Aggregate Year-to-Date > \$	Date (month, day, year)	Amount of Each Receipt This Period

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SUBTOTAL of Receipts This Page (optional) **2,462.16**
 TOTAL This Period (fill page this line number only)

REPORT OF RECEIPTS AND DISBURSEMENTS

For the Authorized Committee
(Summary Page)

NAME OF COMMITTEE IN FULL
 C00001141 TX#17 031400
 CHARLES E. BROWNFIELD, JR.
 STEVENSON FOR CONGRESS COMMITTEE
 BOX 1032
 STANFORD TX 79253

C 00051141
 1. FEC IDENTIFICATION NUMBER
 071102
 2. IS THIS REPORT AN AMENDMENT? ☐ YES ☒ NO

4. TYPE OF REPORT

- ☒ April 15 Quarterly Report
☐ July 15 Quarterly Report
☐ October 15 Quarterly Report
☐ January 31 Year End Report
☐ July 31 Mid-Year Report (Non-election Year Only)
☐ Termination Report

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

SUMMARY

	COLUMN A This Period	COLUMN B Calendar Year-to-Date
5. Covering Period <u>2-16-88</u> through <u>3-31-88</u>		
6. Net Contributions (other than loans)		
(a) Total Contributions (other than loans) (from Line 11(a))	7500.00	8790.00
(b) Total Contribution Refunds (from Line 20(d))	-0-	-0-
(c) Net Contributions (other than loans) (subtract Line 6(b) from 6(a))	7500.00	8790.00
7. Net Operating Expenditures		
(a) Total Operating Expenditures (from Line 17)	25,389.36	37,711.06
(b) Total Offsets to Operating Expenditures (from Line 14)	-0-	-0-
(c) Net Operating Expenditures (subtract Line 7(b) from 7(a))	25,389.36	37,711.06
8. Cash on Hand at Close of Reporting Period (from Line 27)	132,727.60	
9. Debts and Obligations Owed TO the Committee (Itemize all on Schedule C and/or Schedule D)	(18,742.21)	
10. Debts and Obligations Owed BY the Committee (Itemize all on Schedule C and/or Schedule D)	-0-	

For further information
 contact:
 Federal Election Commission
 909 E Street, NW
 Washington, DC 20463
 Toll Free 800-424-9530
 Local 202-376-3120

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

Type or Print Name of Treasurer

Charles E. Brownfield, Jr.

Signature of Treasurer

Charles E. Brownfield, Jr.

Date

2-11-88

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Report to the penalties of 18 U.S.C. 64.

FEC FORM 3

(revised 4-87)

98013132753

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

RECEIVED
FEDERAL ELECTION COMMISSION
SECRETARIAT

88 OCT -5 PM 3:22

FIRST GENERAL COUNSEL'S REPORT

RAD Referral # 88L-10
Staff Member: Ivonne Cotto

SENSITIVE
EXECUTIVE SESSION
OCT 18 1988

SOURCE:

I N T E R N A L L Y G E N E R A T E D

RESPONDENTS:

Stenholm for Congress Committee and
Charles E. Brownfield, Jr., as treasurer
Media Management Consultants, Inc.

RELEVANT STATUTES:

2 U.S.C. § 441b
11 C.F.R. § 100.7(a)(1)(i)(E)

INTERNAL REPORTS CHECKED: None

FEDERAL AGENCIES CHECKED: None

I. GENERATION OF MATTER

The Stenholm for Congress Committee ("the Committee") and Charles E. Brownfield, as treasurer, were referred to the Office of General Counsel by the Reports Analysis Division ("RAD") for accepting repayments with interest totalling \$14,066.76 in 1987 and 1988 from Media Management Consultants, Inc. ("MMC, Inc.") (Attachment 2 (1 of 30)).

In the 1987 Year End Report, the Committee included as itemized disbursements three loans totalling \$30,200.00 to MMC, Inc.^{1/} during August and September, 1987. The purpose of the disbursements was listed as "loan for computer." The Committee also itemized an interest payment of \$678.28 and a loan

^{1/} It should be noted that MMC, Inc. has been a vendor to the Committee as set forth in the Committee's reports and has received payments for computer consulting, "In house" expenses, computer programming, monthly fees and other expenses.

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repayment of \$10,574 from MMC. Inc., both dated December 14, 1987.^{2/}

A Request for Additional Information ("RFAI") was mailed to the Committee on February 6, 1988 which explained that while a loan repayment was not considered a contribution, it must be from permissible sources and that the loan repayments from a corporation would be prohibited unless they were from a separate segregated fund maintained by the corporation.

On February 29, 1988, the Committee contacted the RAD analyst and indicated that measures would be taken to refund the loan repayments. Amendments to the 1987 Year End Report and 1988 12 Day Pre-Primary Report were filed on February 29, 1988. The amended 1987 Year End Report noted: "A check has been drawn refunding \$11,253.27 to Media Management, Inc. It also noted: "For the protection of the Committee as a lender, a promissory note signed by an individual and listing computer and equipment as collateral has been executed for the amount receivable by the Committee. Future payments will be made from private funds." (Attachment 2 (18)). The amended 12 Day Pre-Primary Report noted that two (2) refund checks had been sent to MMC, Inc. totalling \$2,613.49. (Attachment 2 (19)). The 1988 April Quarterly Report disclosed that the Committee had refunded to MMC, Inc. a total of \$14,066.76 on February 29, 1988. The 1988 April Quarterly Report contained a loan schedule which disclosed a total of \$32,845.30

^{2/} The loan schedule disclosed a \$30,200.00 loan to MMC, Inc. The date incurred was listed as "8-7-87; the due date as "on demand," and the interest rate as ten percent (10%). The Report also listed a cumulative payment of \$10,574.99 and a closing balance of \$19,625.01 on the loan.

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in loans to David R. Perry^{3/} with repayments of \$14,103.29 and an outstanding balance of \$18,742.21. The \$32,845.50 apparently includes the \$30,200 plus an additional loan of \$2,645.50 to Mr. Perry on March 7, 1988, for "Change Computer Software Hardware." (Attachment 2 (27)).

Attachment 1(a) sets forth the original amount of the loan, repayments of principal and interest payments on the loan to MMC, Inc. from the Committee. It also includes refunds made by the Committee to MMC, Inc. Attachment 1(b) contains information pertaining to David R. Perry as the substituted borrower of the \$30,200 loan, and of an additional \$2,645.50. It also includes information about repayments of principal and interest payments from Mr. Perry to the Committee.

II. FACTUAL AND LEGAL ANALYSIS

11 C.F.R. § 100.7(a)(1)(i)(E) states that if a political committee makes a loan to any person such loan shall be subject to the limitations of 11 C.F.R. Part 110. Repayment of the principal shall not be a contribution by the debtor to the lender committee, but repayment shall be made with funds which are subject to the prohibitions of 11 C.F.R. § 110.4(a) and Part 114.

Pursuant to 2 U.S.C. § 441b(a), it is unlawful for any corporation whatever to make a contribution or expenditure in connection with any Federal election or for any candidate, political committee, or other person knowingly to accept or

^{3/} According to the Texas Corporate Division, David R. Perry is the Vice-President of MMC, Inc.

receive contributions prohibited by this section. Pursuant to 2 U.S.C. § 441b(b)(2), the term "contribution" includes "any direct or indirect payment, distribution, loan, advance, deposit or gift of money . . . or anything of value . . . to any candidate, campaign committee, or political party or organization, in connection with any election" for Federal office.

The Committee made a total of \$30,200.00 in loans to MMC, Inc. MMC, Inc. made repayments to the Committee apparently from its corporate treasury since it has no separate segregated fund. When notified by RAD that the repayments had to come from permissible sources, the Committee made refunds to MMC, Inc., and David R. Perry was substituted as the borrower.

By accepting repayments of the loan and interest from the corporate treasury funds of MMC, Inc., the Committee violated 2 U.S.C. § 441b and 11 C.F.R. § 100.7(a)(1)(i)(E). Therefore, this Office recommends that the Commission find reason to believe that the Stenholm for Congress Committee and Charles E. Brownfield, as treasurer, violated 2 U.S.C. § 441b and 11 C.F.R. § 100.7(a)(1)(i)(E). MMC, Inc. made repayments of the loan principal and interest to the Committee from its corporate treasury funds. Therefore, this Office recommends that the Commission find reason to believe that MMC, Inc. violated 2 U.S.C. § 441b.

This Office also recommends approval of the attached questions to be sent to the Committee and to MMC, Inc. concerning the \$30,200 loan originally made to MMC, Inc. but now

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the obligation of David R. Perry, and the more recent loan of \$2,645.30 to Mr. Perry. The questions addressed to the Committee and to MMC, Inc., concern, inter alia, the relationships of Mr. Perry to the Committee and to the corporation. In addition, the questions to MMC, Inc., also seek information as to any reimbursement of Mr. Perry for loan repayments.

III. RECOMMENDATIONS

1. Open a MUR.
2. Find reason to believe that Stenholm for Congress Committee and Charles E. Brownfield, as treasurer, violated 2 U.S.C. § 441b and 11 C.F.R. § 100.7(a)(1)(i)(E).
3. Find reason to believe that Media Management Consultants, Inc. violated 2 U.S.C. § 441b.
4. Approve the attached letters, Factual and Legal Analyses and Questions.

Lawrence M. Noble
General Counsel

10-5-88
Date

By:


Lois G. Lerner
Associate General Counsel

Attachments

- 1 - Charts
- 2 - Referral Materials
- 3 - Proposed Letters and Factual and Legal Analyses
- 4 - Questions

Staff Person: Ivonne Cotto

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

MEMORANDUM

TO: LAWRENCE M. NOBLE
GENERAL COUNSEL

FROM: MARJORIE W. EMMONS / CANDACE M. JONES *cmj*
COMMISSION SECRETARY

DATE: OCTOBER 11, 1988

SUBJECT: OBJECTION TO RAD REF. 88L-10: First G.C. Report
Signed October 5, 1988

The above-captioned document was circulated to the
Commission on Thursday, October 6, 1988 at 11:00 a.m..

Objection(s) have been received from the Commissioner(s)
as indicated by the name(s) checked below:

Commissioner Aikens	_____
Commissioner Elliott	_____ X _____
Commissioner Josefiak	_____
Commissioner McDonald	_____
Commissioner McGarry	_____
Commissioner Thomas	_____ X _____

This matter will be placed on the meeting agenda
for Tuesday, October 18, 1988.

Please notify us who will represent your Division before the
Commission on this matter.

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

Stenholm for Congress Committee and)
Charles E. Brownfield, Jr., as)
treasurer)
Media Management Consultants, Inc.)

RAD Referral 88L-10

(MUR 2733)

CERTIFICATION

I, Marjorie W. Emmons, recording secretary for the Federal Election Commission executive session of October 18, 1988, do hereby certify that the Commission decided by a vote of 5-1 to take the following actions with respect to RAD Referral 88L-10:

1. Open a Matter Under Review.
2. Find reason to believe that Stenholm for Congress Committee and Charles E. Brownfield, as treasurer, violated 2 U.S.C. § 441b and 11 C.F.R. § 100.7(a)(1)(i)(E).
3. Find reason to believe that Media Management Consultants, Inc. violated 2 U.S.C. § 441b.
4. Approve the letters, Factual and Legal Analyses and Questions attached to the General Counsel's report dated October 5, 1988.

Commissioners Aikens, Elliott, Josefiak, McDonald, and McGarry voted affirmatively for the decision; Commissioner Thomas dissented.

Attest:

Oct. 19, 1988

Date

Marjorie W. Emmons

Marjorie W. Emmons
Secretary of the Commission

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FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

October 21, 1988

Charles E. Brownfield, Jr., Treasurer
Stenholm for Congress Committee
Box 1032
Stamford, TX 79553

RE: MUR 2733
Stenholm for Congress Committee
and Charles E. Brownfield, Jr.,
as treasurer

Dear Mr. Brownfield:

On October 18, 1988, the Federal Election Commission found that there is reason to believe the Stenholm for Congress Committee ("Committee"), and you, as treasurer, violated 2 U.S.C. § 441b, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act") and 11 C.F.R. § 100.7(a)(1)(i)(E) a provision of the Commission's Regulations. The Factual and Legal Analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against the Committee and you, as treasurer. You may submit any factual or legal materials that you believe are relevant to the Commission's consideration of this matter. Please submit such materials to the General Counsel's Office, along with answers to the enclosed questions, within 15 days of your receipt of this letter. Where appropriate, statements should be submitted under oath.

In the absence of any additional information demonstrating that no further action should be taken against the Committee and you, as treasurer, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation.

If you are interested in pursuing pre-probable cause conciliation, you should so request in writing. See 11 C.F.R. § 111.18(d). Upon receipt of the request, the Office of the General Counsel will make recommendations to the Commission either proposing an agreement in settlement of the matter or recommending declining that pre-probable cause conciliation be pursued. The Office of the General Counsel may recommend that pre-probable cause conciliation not be entered into at this time

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Charles E. Brownfield, Jr.
Page 2

so that it may complete its investigation of the matter. Further, the Commission will not entertain requests for pre-probable cause conciliation after briefs on probable cause have been mailed to the respondent.

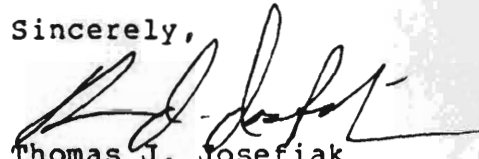
Requests for extensions of time will not be routinely granted. Requests must be made in writing at least five days prior to the due date of the response and specific good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

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

This matter will remain confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(3) and 437g(a)(12)(A), unless you notify the Commission in writing that you wish the investigation to be made public.

For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Ivonne Cotto, the staff member assigned to this matter, at (202) 376-8200.

Sincerely,



Thomas J. Josefiak
Chairman

Enclosures

Factual and Legal Analysis
Procedures
Designation of Counsel Form
Questions

90040740951

FEDERAL ELECTION COMMISSION

FACTUAL AND LEGAL ANALYSIS

**RESPONDENTS: Stenholm for Congress Committee
and Charles E. Brownfield Jr. as
treasurer**

MUR 2733

I. GENERATION OF MATTER

The Stenholm for Congress Committee ("the Committee") and Charles E. Brownfield, as treasurer, were referred to the Office of General Counsel by the Reports Analysis Division ("RAD") for accepting repayments with interest totalling \$14,066.76 in 1987 and 1988 from Media Management Consultants, Inc. ("MMC, Inc.").

In the 1987 Year End Report, the Committee includes as itemized disbursements three loans totalling \$30,200.00 to MMC, Inc.^{1/} during August and September, 1987. The purpose of the disbursements was listed as "loan for computer." The Committee also itemized an interest payment of \$678.28 and a loan repayment of \$10,574 from MMC. Inc., both dated December 14, 1987.^{2/}

A Request for Additonal Information ("RFAI") was mailed to the Committee on February 6, 1988 which explained that while a loan repayment was not considered a contribution, it must be from permissible sources and that the loan repayments from a

^{1/} It should be noted that MMC, Inc. has been a vendor to the Committee as set forth in the Committee's reports and has received payments for computer consulting, "In house" expenses, computer programming, monthly fees and other expenses.

^{2/} The loan schedule disclosed a \$30,200.00 loan to MMC, Inc. The date incurred was listed as "8-7-87; the due date as "on demand," and the interest rate as ten percent (10%). The Report also listed a cumulative payment of \$10,574.99 and a closing balance of \$19,625.01 on the loan.

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corporation would be prohibited unless they were from a separate segregated fund maintained by the corporation.

On February 29, 1988, the Committee contacted the RAD analyst and indicated that measures would be taken to refund the loan repayments. Amendments to the 1987 Year End Report and 1988 12 Day Pre-Primary Report were filed on February 29, 1988. The amended 1987 Year End Report noted: "A check has been drawn refunding \$11,253.27 to Media Management, Inc. It also noted: "For the protection of the Committee as a lender, a promissory note signed by an individual and listing computer and equipment as collateral has been executed for the amount receivable by the Committee. Future payments will be made from private funds." The amended 12 Day Pre-Primary Report noted that two (2) refund checks had been sent to MMC, Inc. totalling \$2,613.49. The 1988 April Quarterly Report disclosed that the Committee had refunded to MMC, Inc. a total of \$14,066.76 on February 29, 1988. The 1988 April Quarterly Report contained a loan schedule which disclosed a total of \$32,845.30 in loans to David R. Perry^{3/} with repayments of \$14,103.29 and an outstanding balance of \$18,742.21. The \$32,845.50 apparently includes the \$30,000 plus an additional loan of \$2,645.50 to Mr. Perry on March 7, 1988, for "Change Computer Software Hardware."

Attachment 1(a) sets forth the original amount of the loan, repayments of principal and interest payments on the loan to MMC, Inc. by the Committee. It also includes refunds made by the

^{3/} According to the Texas Corporate Division, David R. Perry is the Vice-President of MMC, Inc.

Committee to MMC, Inc. Attachment 1(b) contains information pertaining to David R. Perry as the substituted borrower of the \$30,200 loan and an additional \$2,645.50. It also includes information about repayments of principal and interest payments from Mr. Perry to the Committee.

II. FACTUAL AND LEGAL ANALYSIS

11 C.F.R. § 100.7(a)(1)(i)(E) states that if a political committee makes a loan to any person such loan shall be subject to the limitations of 11 C.F.R. Part 110. Repayment of the principal shall not be a contribution by the debtor to the lender committee, but repayment shall be made with funds which are subject to the prohibitions of 11 C.F.R. § 110.4(a) and Part 114.

Pursuant to 2 U.S.C. § 441b(a), it is unlawful for any corporation whatever to make a contribution or expenditure in connection with any Federal election for any candidate, political committee, or other person knowingly to accept or receive contributions prohibited by this section. Pursuant to 2 U.S.C. § 441b(b)(2), the term "contribution" includes "any direct or indirect payment, distribution, loan, advance, deposit, or gift of money . . . or anything of value . . . to any candidate, campaign committee, or political party or organization, in connection with any election" for Federal office.

The Committee made a total of \$30,200 in loans to MMC, Inc. MMC, Inc. made repayments to the Committee apparently from its corporate treasury since it has no separate segregate fund. When

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notified by RAD that the repayments had to come from permissible sources, the Committee made refunds to MMC, Inc. and David R. Perry was substituted as the borrower.

By accepting repayments of the loan and interest from the corporate treasury funds of MMC, Inc., the Committee violated 2 U.S.C. § 441b and 11 C.F.R. § 100.7(a)(1)(i)(E). Therefore, there is reason to believe the respondents violated 2 U.S.C. § 441b and 11 C.F.R. § 100.7(a)(1)(i)(E).

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ATTACHMENT 1a

A. LOAN TO MMC, INC.

REPORT TYPE	AMOUNT OF LOAN TO MMC, INC.	REPAYMENTS OF THE PRINCIPAL AMOUNT OF LOAN	INTEREST PAYMENTS	DATE OF REPAYMENTS	COMMULATIVE PAYMENT ON LOAN SCHEDULE	CLOSING BALANCE ON LOAN SCHEDULE	TOTAL REFUNDS TO MMC, INC.	DATE OF REFUNDS
1987 Year End	\$30,200 ^{1/}	\$10,574.99	\$678.28	12/14/87	\$10,574.99 ^{2/}	\$19,625.01	-	
1988 12 Day Pre-Primary	-	\$ 1,751.00	\$169.20	1/11/88				
		750.00	\$143.29	2/2/88	\$13,075.99	\$17,124.01		
1988 April ^{3/} Quarterly	-	-	-	-	-	-	\$14,066.76 ^{4/}	2/29/88

^{1/} Amounts of \$5,000, \$7,000 and \$8,200 were loaned to MMC, Inc. on August 13 and September 30, 1987, respectively.

^{2/} This amount does not include the interest payment.

^{3/} This report provided a response to the RFAI sent by RAD which advised the Committee to refund the amounts received from MMC, Inc. due to impermissible funds.

^{4/} Schedule B disclosed \$893.29, \$1,920.20 and \$11,253.27 refunds to MMC, Inc. for a total of \$14,066.16.

ATTACHMENT 1b

B. LOAN TO DAVID R. PERRY^{5/}

REPORT TYPE	AMOUNT OF LOAN TO DAVID R. PERRY	DATE	REPAYMENTS OF THE PRINCIPAL AMOUNT OF LOAN	INTEREST PAYMENTS	DATE OF REPAYMENTS	COMMULATIVE PAYMENT ON LOAN SCHEDULE	CLOSING BALANCE ON LOAN SCHEDULE
1988 April Quarterly	\$32,845.50	3/7/88	\$15,094.06 ^{6/}	\$142.70	3/88	\$14,103.29	\$18,742.21

^{5/} David R. Perry substituted MMC, Inc. as the borrower of the \$30,200 loan owed to the Committee. An additional \$2,645.50 was loaned to David R. Perry for a total of \$32,845.50 owed to the Committee.

^{6/} Repayments of \$2,813.49, \$11,253.27 and \$1,027.30 were received during March, 1988 for a total of \$15,094.06.

INSTRUCTIONS

Each answer to an interrogatory is to be given separately and independently, and unless specifically stated in the particular discovery request, no answer shall be given solely by reference either to another answer or to an exhibit attached to your response.

The response to each interrogatory propounded herein shall set forth separately the identification of each person capable of furnishing testimony concerning the response given, denoting separately those individuals who provided informational, documentary or other input, and those who assisted in drafting the interrogatory response.

If you cannot answer the following interrogatories in full after exercising due diligence to secure the full information to do so, answer to the extent possible and indicate your inability to answer the remainder, stating whatever information or knowledge you have concerning the unanswered portion and detailing what you did in attempting to secure the unknown information.

Should you claim a privilege with respect to any documents, communications, or other items about which information is requested by any of the following interrogatories, describe such items in sufficient detail to provide justification for the claim. Each claim of privilege must specify in detail all the grounds on which it rests.

The following interrogatories are continuing in nature so as to require you to file supplementary responses or amendments during the course of this investigation if you obtain further or different information prior to or during the pendency of this matter. Include in any supplemental answers the date upon which and the manner in which such further or different information came to your attention.

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DEFINITIONS

For the purpose of these discovery requests, including the instructions thereto, the terms listed below are defined as follows:

"You" shall mean the named respondent in this action to whom these discovery requests are addressed, including all officers, employees, agents or attorneys thereof.

"Persons" shall be deemed to include both singular and plural, and shall mean any natural person, partnership, committee, association, corporation, or any other type of organization or entity.

"Document" shall mean the original and all non-identical copies, including drafts, of all papers and records of every type in your possession, custody, or control, or known by you to exist. The term document includes, but is not limited to books, letters, contracts, notes, diaries, log sheets, records of telephone communications, transcripts, vouchers, accounting statements, ledgers, checks, money orders or other commercial paper, telegrams, telexes, pamphlets, circulars, leaflets, reports, memoranda, correspondence, surveys, tabulations, audio and video recordings, drawings, photographs, graphs, charts, diagrams, lists, computer print-outs, and all other writings and other data compilations from which information can be obtained.

"Identify" with respect to a document shall mean state the nature or type of document (e.g., letter, memorandum), the date, if any, appearing thereon, the date on which the document was prepared, the title of the document, the general subject matter of the document, the location of the document, the number of pages comprising the document.

"Identify" with respect to a person shall mean state the full name, the most recent business and residence addresses and telephone numbers, the present occupation or position of such person, the nature of the connection or association that person has to any party in this proceeding. If the person to be identified is not a natural person, provide the legal and trade names, the address and telephone number, and the full names of both the chief executive officer and the agent designated to receive service of process for such person.

"And" as well as "or" shall be construed disjunctively or conjunctively as necessary to bring within the scope of these interrogatories and requests for the production of documents any documents and materials which may otherwise be construed to be out of their scope.

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

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MUR 2733

INTERROGATORIES

**TO: Charles E. Brownfield, Treasurer
Stenholm for Congress Committee**

In furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby requests that you submit answers in writing and under oath to the questions set forth below within 15 days of your receipt of this request.

1. According to reports filed with the Commission, the Stenholm for Congress Committee ("the Committee") made loans to Media Management Consultants, Inc. ("MMC, Inc.") of \$15,000 on August 7, 1987, \$7,000 on August 13, 1987, and \$8,200 on September 30, 1987, which were reported as "loan for computer." Please provide the following information concerning this loan:

a. The names of the representatives of the Committee primarily responsible for negotiating this loan.

b. The reasons which the Committee had for assisting in the acquisition of a computer by MMC, Inc. at that time.

c. The collateral provided by MMC, Inc. as security for the loan.

2. Please list any other loans made to MMC, Inc., by the Committee prior to or after the loan cited at #1 above. State the purpose of each such loan and the dates, amounts and sources of repayments.

3. State whether, and during what time period(s), Rep. Charles W. Stehholm or a member of his family has served as an officer and/or shareholder in MMC., Inc.

4. Please identify any other individuals connected with the Committee who have served as an officer and/or as a shareholder in MMC, Inc., together with the dates of such service.

5. Please describe in detail the nature of all services ever provided by MMC, Inc., to the Committee, together with the dates of such services and the amounts paid to MMC, Inc., by the Committee.

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6. A letter from Charles E. Brownfield, Jr., Treasurer of the Committee, to the Commission dated February 29, 1988, states that "[f]or the protection of the Committee as lender a promissory note signed by an individual . . . has been executed for the amount receivable by the Committee. Future payments will be made from private funds." The Committee's 1988 April Quarterly Report lists David R. Perry as the receipt of a \$32,845.50 loan dated March 7, 1988; the same report itemizes on Schedule B a loan to Mr. Perry by the Committee of \$2,645.50 for "Change Computer Software Hardware."

a. Please verify that David R. Perry is the individual cited in Mr. Brownfield's letter of February 29, 1988, as the signor of a promissory note related to the \$30,200 loan to MMC, Inc., cited at #1 above.

b. State Mr. Perry's relationship to MMC, Inc., including any office held with the corporation.

c. State Mr. Perry's relationship to the Committee, including any office held.

d. Did any representative of the Committee participate in discussions or negotiations related to the substitution of Mr. Perry for MMC, Inc., as the person liable for repayment of the \$30,200 loan cited at #1 above. If yes, please identify that representative.

e. With regard to the Committee's reported \$2,645.50 loan to David R. Perry on March 7, 1988, was this loan intended to be used by MMC, Inc.? If yes, was it to be used in connection with the computer apparently obtained with the \$30,200 loan cited at #1 above?

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FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

October 21, 1988

Media Management Consultants, Inc.
1541 N. 4th Street
Abilene, TX 79601

RE: MUR 2733
Media Management Consultants, Inc.

Dear Sir:

On October 18, 1988, the Federal Election Commission found that there is reason to believe you violated 2 U.S.C. § 441b, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act"). The Factual and Legal Analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. You may submit any factual or legal materials that you believe are relevant to the Commission's consideration of this matter. Please submit such materials to the General Counsel's Office, along with answers to the enclosed questions, within 15 days of your receipt of this letter. Where appropriate, statements should be submitted under oath.

In the absence of any additional information demonstrating that no further action should be taken against you, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation.

If you are interested in pursuing pre-probable cause conciliation, you should so request in writing. See 11 C.F.R. § 111.18(d). Upon receipt of the request, the Office of the General Counsel will make recommendations to the Commission either proposing an agreement in settlement of the matter or recommending declining that pre-probable cause conciliation be pursued. The Office of the General Counsel may recommend that pre-probable cause conciliation not be entered into at this time so that it may complete its investigation of the matter. Further, the Commission will not entertain requests for pre-probable cause conciliation after briefs on probable cause have been mailed to the respondent.

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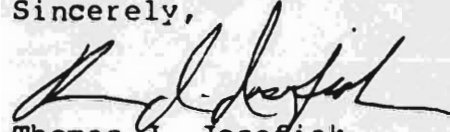
Requests for extensions of time will not be routinely granted. Requests must be made in writing at least five days prior to the due date of the response and specific good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

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

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

For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Ivonne Cotto, the staff member assigned to this matter, at (202) 376-8200.

Sincerely,



Thomas J. Josefiak
Chairman

Enclosures

Factual and Legal Analysis
Procedures
Designation of Counsel Form
Questions

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FEDERAL ELECTION COMMISSION

FACTUAL AND LEGAL ANALYSES

RESPONDENT: Media Management Consultants, Inc.

MUR 2733

I. GENERATION OF MATTER

This matter has arisen as a result of information ascertained by the Commissions review of reports of the Stenholm for Congress Committee regarding repayments with interest totalling \$14,066.76 received in 1987 and 1988 from Media Management Consultants, Inc. ("MMC, Inc.")

In the 1987 Year End Report, the Committee included itemized as disbursements three loans totalling \$30,200.00 to MMC, Inc.^{1/} during August and September, 1987. The purpose of the disbursements was listed as "loan for computer." The Committee also itemized an interest payment of \$678.28 and a loan repayment of \$10,574 from MMC, Inc., both dated December 14, 1987.^{2/} A Request for Additional Information ("RFAI") was mailed to the Committee on February 6, 1988 which explained that while a loan repayment was not considered a contribution, it must be from permissible sources and that the loan repayments from a

^{1/} It should be noted that MMC, Inc. has been a vendor to the Committee as set forth in the Committee's reports and has received payments for computer consulting, "In house" expenses, computer programming, monthly fees and other expenses.

^{2/} The loan schedule disclosed a \$30,200.00 loan to MMC, Inc. The date incurred was listed as "8-7-87; the due date as "on demand," and the interest rate as ten percent (10%). The Report also listed a cumulative payment of \$10,574.99 and a closing balance of \$19,625.01 on the loan.

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corporation would be prohibited unless they were from a separate segregated fund maintained by the corporation.

On February 29, 1988, the Committee contacted the RAD analyst and indicated that measures would be taken to refund the loan repayments. Amendments to the 1987 Year End Report and 1988 12 Day Pre-Primary Report were filed on February 29, 1988. The amended 1987 Year End Report noted: "A check has been drawn refunding \$11,253.27 to Media Management, Inc. It also noted: "For the protection of the Committee as a lender, a promissory note signed by an individual and listing computer and equipment as collateral has been executed for the amount receivable by the Committee. Future payments will be made from private funds." The amended 12 Day Pre-Primary Report noted that two (2) refund checks had been sent to MMC, Inc. totalling \$2,613.49.

The 1988 April Quarterly Report disclosed that the Committee had refunded to MMC, Inc. a total of \$14,066.76 on February 29, 1988. The 1988 April Quarterly Report contained a loan schedule which disclosed a total of \$32,845.30 in loans to David R. Perry^{3/} with repayments of \$14,103.29 and an outstanding balance of \$18,742.21. The 32,845.50 apparently includes the \$30,200 plus an additional loan of \$2,645.50 to Mr. Perry on March 7, 1988, for "Change Computer Software Hardware."

Attachment 1(a) sets forth the original amount of the loan, repayments of the principal and interest payments on the loan to

^{3/} According to the Texas Corporate Division, David R. Perry is the Vice-President of MMC, Inc.

MMC, Inc by the Committee. It also includes refunds made by the Committee to MMC, Inc. Attachment 1(b) contains information pertaining to David R. Perry as the substituted borrower of the \$30,200 loan, and an additional \$2,645.50. It also includes information about repayments of principal and interest payments from Mr. Perry to the Committee.

II. FACTUAL AND LEGAL ANALYSIS

11 C.F.R. § 100.7(a)(1)(i)(E) states that if a political committee makes a loan to any person such loan shall be subject to the limitations of 11 C.F.R. Part 110. Repayment of the principal shall not be a contribution by the debtor to the lender committee, but repayment shall be made with funds which are subject to the prohibitions of 11 C.F.R. § 110.4(a) and Part 114.

Pursuant to 2 U.S.C. § 441b(a), it is unlawful for any corporation whatever to make a contribution or expenditure in connection with any Federal election or for any candidate, political committee, or other person knowingly to accept or receive contributions prohibited by this section. Pursuant to 2 U.S.C. § 441b(b)(2), the term "contribution" includes "any direct or indirect payment, distribution, loan, advance, deposit, or gift of money . . . or anything of value . . . to any candidate, campaign committee, or political party or organization, in connection with any election" for Federal office.

The Committee made a total of \$30,200 in loans to MMC, Inc. MMC Inc. made repayments to the Committee apparently from its

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corporate treasury since it has no separate segregated fund. When notified by RAD that the repayments had to come from permissible sources, the Committee made refunds to MMC, Inc., and David R. Perry was substituted as the borrower.

MMC, Inc. made repayments of the loan principal and interest to the Committee from its corporate treasury funds. Therefore, there is reason to believe that MMC, Inc. violated 2 U.S.C. § 441b.

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ATTACHMENT 1a

A. LOAN TO MMC, INC.

REPORT TYPE	AMOUNT OF LOAN TO MMC, INC.	REPAYMENTS OF THE PRINCIPAL AMOUNT OF LOAN	INTEREST PAYMENTS	DATE OF REPAYMENTS	COMMULATIVE PAYMENT ON LOAN SCHEDULE	CLOSING BALANCE ON LOAN SCHEDULE	TOTAL REFUNDS TO MMC, INC.	DATE OF REFUNDS
1987 Year End	\$30,200 ^{1/}	\$10,574.99	\$678.28	12/14/87	\$10,574.99 ^{2/}	\$19,625.01	-	
1988 12 Day Pre-Primary	-	\$ 1,751.00	\$169.20	1/11/88				
		750.00	\$143.29	2/2/88	\$13,075.99	\$17,124.01		
1988 April ^{3/} Quarterly	-	-	-	-	-	-	\$14,066.76 ^{4/}	2/29/88

^{1/} Amounts of \$5,000, \$7,000 and \$8,200 were loaned to MMC, Inc. on August 13 and September 30, 1987, respectively.

^{2/} This amount does not include the interest payment.

^{3/} This report provided a response to the RFAI sent by RAD which advised the Committee to refund the amounts received from MMC, Inc. due to impermissible funds.

^{4/} Schedule B disclosed \$893.29, \$1,920.20 and \$11,253.27 refunds to MMC, Inc. for a total of \$14,066.16.

ATTACHMENT 1b

B. LOAN TO DAVID R. PERRY^{5/}

REPORT TYPE	AMOUNT OF LOAN TO DAVID R. PERRY	DATE	REPAYMENTS OF THE PRINCIPAL AMOUNT OF LOAN	INTEREST PAYMENTS	DATE OF REPAYMENTS	COMMULATIVE PAYMENT ON LOAN SCHEDULE	CLOSING BALANCE ON LOAN SCHEDULE
1988 April Quarterly	\$32,845.50	3/7/88	\$15,094.06 ^{6/}	\$142.70	3/88	\$14,103.29	\$18,742.21

^{5/} David R. Perry substituted MMC, Inc. as the borrower of the \$30,200 loan owed to the Committee. An additional \$2,645.50 was loaned to David R. Perry for a total of \$32,845.50 owed to the Committee.

^{6/} Repayments of \$2,813.49, \$11,253.27 and \$1,027.30 were received during March, 1988 for a total of \$15,094.06.

INSTRUCTIONS

Each answer to an interrogatory is to be given separately and independently, and unless specifically stated in the particular discovery request, no answer shall be given solely by reference either to another answer or to an exhibit attached to your response.

The response to each interrogatory propounded herein shall set forth separately the identification of each person capable of furnishing testimony concerning the response given, denoting separately those individuals who provided informational, documentary or other input, and those who assisted in drafting the interrogatory response.

If you cannot answer the following interrogatories in full after exercising due diligence to secure the full information to do so, answer to the extent possible and indicate your inability to answer the remainder, stating whatever information or knowledge you have concerning the unanswered portion and detailing what you did in attempting to secure the unknown information.

Should you claim a privilege with respect to any documents, communications, or other items about which information is requested by any of the following interrogatories, describe such items in sufficient detail to provide justification for the claim. Each claim of privilege must specify in detail all the grounds on which it rests.

The following interrogatories are continuing in nature so as to require you to file supplementary responses or amendments during the course of this investigation if you obtain further or different information prior to or during the pendency of this matter. Include in any supplemental answers the date upon which and the manner in which such further or different information came to your attention.

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DEFINITIONS

For the purpose of these discovery requests, including the instructions thereto, the terms listed below are defined as follows:

"You" shall mean the named respondent in this action to whom these discovery requests are addressed, including all officers, employees, agents or attorneys thereof.

"Persons" shall be deemed to include both singular and plural, and shall mean any natural person, partnership, committee, association, corporation, or any other type of organization or entity.

"Document" shall mean the original and all non-identical copies, including drafts, of all papers and records of every type in your possession, custody, or control, or known by you to exist. The term document includes, but is not limited to books, letters, contracts, notes, diaries, log sheets, records of telephone communications, transcripts, vouchers, accounting statements, ledgers, checks, money orders or other commercial paper, telegrams, telexes, pamphlets, circulars, leaflets, reports, memoranda, correspondence, surveys, tabulations, audio and video recordings, drawings, photographs, graphs, charts, diagrams, lists, computer print-outs, and all other writings and other data compilations from which information can be obtained.

"Identify" with respect to a document shall mean state the nature or type of document (e.g., letter, memorandum), the date, if any, appearing thereon, the date on which the document was prepared, the title of the document, the general subject matter of the document, the location of the document, the number of pages comprising the document.

"Identify" with respect to a person shall mean state the full name, the most recent business and residence addresses and telephone numbers, the present occupation or position of such person, the nature of the connection or association that person has to any party in this proceeding. If the person to be identified is not a natural person, provide the legal and trade names, the address and telephone number, and the full names of both the chief executive officer and the agent designated to receive service of process for such person.

"And" as well as "or" shall be construed disjunctively or conjunctively as necessary to bring within the scope of these interrogatories and requests for the production of documents any documents and materials which may otherwise be construed to be out of their scope.

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

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MUR 2733

INTERROGATORIES

To: Media Management Consultants, Inc.

In furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby requests that you submit answers in writing and under oath to the questions set forth below within 15 days of your receipt of this request.

1. According to reports filed with the Commission, the Stenholm for Congress Committee ("the Committee") made loans to Media Management Consultants, Inc. ("MMC, Inc.") of \$15,000 on August 7, 1987, \$7,000 on August 13, 1987, and \$8,200 on September 30, 1987, which were reported as "loan for computer." Please provide the following information concerning this loan:

a. The names of the representatives of MMC, Inc., primarily responsible for negotiating this loan.

b. The collateral provided by MMC, Inc., as security for this loan.

c. A statement as to whether the loan was in fact used to purchase or rent a computer.

d. The reasons which MMC, Inc. had for seeking a loan from the Committee for the acquisition of a computer.

e. A copy of the loan document.

2. Please list any other loans received by MMC, Inc., from the Committee prior to or after the loan cited at #1 above. State the purpose of each such loan and the dates, amounts and sources of repayments.

3. State whether, and during what time period(s), Rep. Charles W. Stenholm or a member of his family has served as an officer and/or shareholder in MMC, Inc.

4. Please identify any other individuals connected with the Committee who have served as an officer and/or shareholder in MMC, Inc., together with the dates of such service.

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5. Please describe in detail the nature of all services ever provided by MMC, Inc., to the Committee, together with the dates of such services and the amounts paid to MMC, Inc., by the Committee.

6. According to information supplied to the Commission by the Committee, an individual has been substituted for MMC, Inc., as the borrower of the \$30,200 loan cited at #1 above. The Committee's 1988 April Quarterly Report lists David R. Perry as the recipient of a \$32,845.50 loan from the Committee dated March 7, 1988; the same report itemizes a loan to Mr. Perry by the Committee of \$2,645.50 for "Change Computer Software Hardware."

a. Please verify that David R. Perry is the individual cited by the Committee as the signor of a promissory note dated March 7, 1988, related to the \$30,200 loan to MMC, Inc., and that such promissory note has the effect of substituting Mr. Perry as the person responsible for payment of the \$30,200 loan.

b. State Mr. Perry's relationship to MMC, Inc., including any office held with the corporation.

c. Please explain in detail any agreement, either oral or written entered into between Mr. Perry and MMC, Inc., concerning his substitution as debtor with regard to the \$30,200 loan obtained from the Committee, including whether he is considered to have acted as an agent of MMC, Inc., with regard to his signing of the promissory note dated March 7, 1988, and whether he has been or will be reimbursed by MMC, Inc., for loan repayments and related interest payments which he has or will make in connection with the \$30,200 loan. If this agreement is in writing please provide a copy.

d. With regard to the Committee's reported \$2,645.50 loan to David R. Perry on March 7, 1988,

1. State whether this loan was accepted by Mr. Perry as an agent for MMC, Inc.

2. If the loan was intended for use by MMC, Inc., state whether it was to be used in connection with the computer apparently obtained by means of the \$30,200 loan cited at # 1 above?

3. State whether Mr. Perry has or will be reimbursed by MMC, Inc., for loan repayments and related interest payments which he has or will make in connection with the \$2,645.50 loan.

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FEDERAL ELECTION COMMISSION
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CHARLES E. BROWNFIELD, JR. 88 NOV -7 AM 10:36
Attorney at Law

114 N. SWENSON
STAMFORD, TEXAS 79853
TELEPHONE 773-2769
AREA CODE 915

November 3, 1988

Ms. Ivonne Cotto
Federal Election Commission
999 E St. NW
Washington, D.C. 20463

Re: MUR 2733
Stenholm for Congress Committee
and Charles E. Brownfield, Jr.,
as treasurer

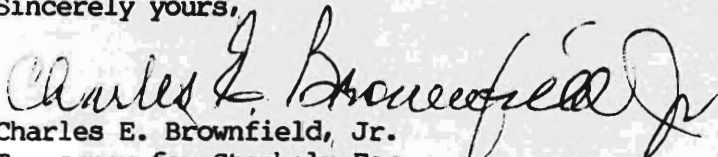
Dear Ms. Cotto:

I have enclosed herewith Answers To Interrogatories as you have propounded.

Your Interrogatories were received in our staff office on October 26, 1988.

On behalf of the Stenholm For Congress Committee I request the right to pursue pre-probable cause conciliation.

Sincerely yours,


Charles E. Brownfield, Jr.
Treasurer for Stenholm For
Congress Committee

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FEDERAL ELECTION COMMISSION

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In the Matter of

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(MUR 2733
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ANSWERS TO INTERROGATORIES

TO: IVONNE COTTO
FEDERAL ELECTION COMMISSION
999 E St. NW
Washington, D.C. 20463

1. a. The Names of the Representatives of the Committee primarily responsible for negotiating the loan.

ANS: Dale King, Field Representative for Congressman Stenholm
Bill Longley, District Manager for Congressman Stenholm
Don Starr, District Agricultural Liason for Congressman Stenholm

- b. The reasons which the Committee had for assisting in the acquisition of a computer by MMC, Inc. at that time.

ANS: In early 1987, Congressman Stenholm instructed the district staff to explore the possibility of installing basic computer equipment in my Stamford campaign office for the purpose of maintaining campaign records, lists, contributions and expenditures. My campaign committee had been using the services of Marilyn Roberts and Associates, a media/public relations firm in Abilene, Texas, for several years. Her equipment consisted primarily of work processing capability.

The volume of work generated by the committee was too small to justify capital outlays necessary to purchase large capacity equipment, maintain trained personnel and provide maintenance. Therefore, it seemed appropriate to contract with an outside service.

Marilyn Roberts had sold her office equipment and joined MMC, Inc. as an employee in early 1986.

In early June, 1987, MMC, INC. made a presentation to my district staff members on their investigation of various computer options. After this meeting, an informal agreement was made with MMC, Inc. to loan money from the Stenholm for Congress committee campaign fund to finance the project as this equipment was primarily to meet the needs of the committee. After the equipment was in place, with all exchanges complete, a promissory note and other documents to be completed.

- c. The collateral provided by MMC, Inc., as security for the loan.

ANS: Computer and related equipment.

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2. Please list any other loans made to MMC, Inc., by the Committee prior to or after the loan cited at No. 1 above. State the purpose of each loan and the dates, amounts and sources of repayments.

ANS: None

3. State whether, and during what time period(s), Rep. Charles W. Stenholm or a member of his family has served as an officer and/or shareholder in MMC, Inc.

ANS: None

4. Please identify any other individuals connected with the Committee who have served as an officer and/or as a shareholder in MMC, Inc., together with the dates of such service.

ANS: None

5. Please describe in detail the nature of all services ever provided by MMC, Inc., to the Committee, together with the dates of such services and the amounts paid to MMC, Inc., by the Committee.

ANS: Invoices and check numbers from date billings changed from Marilyn Roberts and Associates to MMC, Inc. are attached.

6. a. Please verify that David R. Perry is the individual cited in Mr. Brownfield's letter of February 29, 1988, as the signor of a promissory note related to the \$30,200.00 loan to MMC, Inc., cited as #1 above.

ANS: Yes

- b. State Mr. Perry's relationship to MMC, INC., including any office held with the corporation.

ANS: Vice-President & Treasurer

- c. State Mr. Perry's relationship to the Committee, including any office held.

ANS: None

- d. Did any representative of the Committee participate in discussions or negotiations related to the substitution of Mr. Perry for MMC, Inc., as the person liable for repayment of the \$30,200.00 loan cited at No. 1 above. If yes, please identify that representative.

ANS: Yes, Dale King, Field Representative for Congressman Stenholm

00040790970

- e. With regard to the Committee's reported \$2,645.50 loan to David R. Perry on March 7, 1988, was this loan intended to be used by MMC, Inc.? If yes, was it to be used in connection with the computer apparently obtained with the \$30,200.00 loan cited at No. 1 above?

ANS: No. The computer and related equipment was to be used by Mr. Perry on the premises of MMC, Inc.

Charles E. Brownfield Jr.
CHARLES E. BROWNFIELD, JR.

I, CHARLES E. BROWNFIELD, JR., do upon my oath say that the answers to the Interrogatories above listed are true and correct based upon my investigation and my knowledge and belief.

Charles E. Brownfield Jr.
CHARLES E. BROWNFIELD, JR.

SWORN TO AND SUBSCRIBED BEFORE ME this 3rd day of November, 1988.



Sharon Stanford

Notary Public, State of Tex.
My Commission Exp. 5-21-92

Sharon Stanford
Notary Public, State of Texas
My Commission Expires: _____
Name printed: _____

00040790977

Club
MR. OR MRS. DAVID R. PERRY 6-40
LIC 8526212 8508215
710 GILL PH 677-1862
ABILENE, TEXAS 79601

3462

March 1 1988 88-117/1118

PAY TO THE ORDER OF Stenholm for Congress Committee \$ 11,253.27
Eleven thousand two hundred fifty three and 27/100 DOLLARS

678
First State Bank
P.O. Box 3218 • Abilene, Texas 79604
Computer Payment
⑆⑆⑆⑆30⑆⑆⑆77⑆⑆ 43 772 7⑆ 3462

David R. Perry

MR. OR MRS. DAVID R. PERRY 6-40
LIC 8526212 8508215
710 GILL PH 677-1862
ABILENE, TEXAS 79601

3461

March 4 1988 88-117/1113

PAY TO THE ORDER OF Stenholm for Congress Committee \$ 1,170.50
One thousand one hundred seventy and 50/100 DOLLARS

142
First State Bank
P.O. Box 3218 • Abilene, Texas 79604
INT Computer Payment
⑆⑆⑆⑆30⑆⑆⑆77⑆⑆ 43 772 7⑆ 3461

David R. Perry

142.70 Int

1027.30 Principal

D & V PERRY ASSOCIATES
710 GILL 677-1862
ABILENE, TEXAS 79601

307

88-117
1113(7)

Oct. 6 1988

PAY TO THE ORDER OF Stenholm for Congress Committee \$ 868.68
Eight hundred sixty eight and 68/100 DOLLARS

D & V PERRY ASSOCIATES

Int 118.68
Prin. 750.00

David R. Perry

⑆⑆⑆⑆000307⑆⑆ ⑆⑆⑆⑆30⑆⑆⑆77⑆⑆ 44 332 4⑆

90040790978

FIRST STATE BANK
ABILENE, TEXAS 79604

①

1986

Line	Desc Breakdown of Invoice	DRG Invoice	OUR CK #	Date
1	400.00 Retainer Fee	4 86	1936	5/21/86
2	105.06 Graphics - West 26. Fee + Radio Program	6-1-86	1980	7/1/86
3	100.95 Graphics - Demo Convention Program			
4	Graduation Letters			
5	25.00 One-time program set-up fee			
6	15.00 Letter set-up fee			
7	02 Three line address + habitation			
8	5.00 Personalized letter + envelope			
9	48.48 Fairs + stuff letters			
10	2.32 Place Postage			
11	64.64 Add'l envelopes - fold + stuff			
12	202.00 Postage			
13	162.50 Research for available Direct Mail			
14	list of new Oklahoma Residents for			
15	development of new comers monthly			
16	program			
17	162.50 Consultation on the Sept. 7 activities			
18	in Oklahoma			
19	2000.00 Total			
20				
21	360.00 Graphics - Standalone Sunday	6-30-86	1992	7/9/86
22	1840.00 Printing -			
23	88.00 Corrections + Relations to VIP Taylor			
24	Co. List			
25	00 Print out of Taylor Co. Mailing List			
26	100.00 Consultation of Sept 7-8 Oklahoma			
27	300.00 Total			
28				
29	227.00 Graphics - Printing Receipts	7-30-86	2013	8/11/86
30	227.34 Family Portrait for Sunday			
31	130.00 Consultation - Graphics + VIP list			

Line	Desc Breakdown of Invoice	DRG Invoice	OUR CK #	Date
1	124.06 Envelopes hand stamped, letters			
2	w/enclosures, postage placed on 2058 letters			
3	9781.40 Total			
4	130.94 Graphics + Print Spanish Oaks Reply Card	8-30-86	2037	9/9/86
5	1747.72 " " Invitations			
6	1407.61 " " Sunday Program			
7	144.00 Press Release, 80 papers, 64 Radio + TV			
8	3430.27 Total			
9				
10	1946.69 Family Photo enlargements for press releases	8-30-86	2075	10/9/86
11	231.50 Decorations for Sunday			
12	435.00 Entertainment + Labor for Spanish Oaks Party			
13	550.00 Tent for Spanish Oaks			
14	3658.98 Food, decorations, + supplies for Spanish Oaks			
15	760.00 32 hrs. Consultation @ \$30.00			
16	7752.17 Total			
17				
18	400.00 - Retainer Fee - October - Consultation and	11-30-86	2109	12/3/86
19	Visitation to enlist New Taylor Co. Coordinators			
20	400.00 - Retainer Fee - Nov. - Consultation for Holiday			
21	Greetings throughout			
22	800.00 Total			
23				
24	2741.20 Christmas Ltr - newspaper		2113	12/8/86
25				
26				
27				
28				
29				
30				

6 2 6 0 6 2 0 7 0 0 0

②

1981

Qmt.	Breakdown on Invoice	Date	Our	Date	Qmt.	Breakdown on Invoice	Debit	Our	Date
		MMC Invoice	Chk #				Invoice	Chk #	
186.28	Balance of Christmas Aids	2-9-87	2153	2/1/87	2090.00	Funday letterheads + envelopes			
480.00	Updated posting in word processor				21.65	Shipping chgs.			
248.00	Graphics, typesetting, postage holiday Aids				<u>13,970.78</u>	Total			
400.00	Consultation on Super Co. Coordinator, Iowa House meeting, Super Co. Prospects, & Plan Cong. art contest				1000.00	Advance on Funday exp.		2319	9/10/87
<u>1328.28</u>	Total				93.52	Adjustment on returned letter	8-28-87	2320	9/10/87
0.00	Feb. Retainer fee + services	2-22-87	2166	3/2/87	375.00	Programming letter			
400.00	March retainer fee + services	3-24-87	2185	4/6/87	1357.19	Computer Equipment			
400.00	April retainer fee + services	4-24-87	2185	5/4/87	<u>1649.67</u>	Total			
400.00	May retainer fee + services	5-26-87	2235	6/3/87	450.00	Advance on Funday		2324	9/11/87
600.00	Computer Consultation Fee from Susan Consultant		2255	6/30/87	1875.00	TV Ads	9-28-87	2353 (11,036.27)	10/5/87
3,111.20	Printing & Graphics Funday Invitations	6-26-87	2266	7/13/87	5134.54	Program, Print, Graphics, Photography, Funday Program		2371 (5000.00)	10/9/87
975.69	" " Charlie Invitations				6901.28	Special Dads Party (meals, labor, equipment, rental, decorations, sound system)			
91.16	Photography				326.05	Stenham breakfast			
260.00	Printing & Graphics Parker Envelope Card				2250.00	MMC Staff time			
152.93	2107 Presentation Letter				<u>1450.00</u>	- Advance (7-10 + 7-11)			
<u>99.78</u>	Total				<u>15036.67</u>	Total			
11.13	13,417 letters, Program, Print, Stamp	7-31-87 (Chk) 2274		7/24/87	633.10	Computer Consultant on Admin Programming	10-28-87	2397	11/12/87
1846.59	1654 VSP Letter	8-30-87 (Chk) 2282		8/7/87	400.00	part of the above programming			
160.00	Setup, Program, Print 400 letters	8-7-87 (Chk) 2296		8/19/87	1675.00	for Xerox 1400, 1400, 1400			
146.00	Charlie Reply Card, Graphics, Print, Typeset				<u>2714.22</u>	Total			
132.81	Toner Cartridge for computer	13990.00 total			<u>10,574.99</u>	In House Expense, June, July, Sept. Nov. Dec. 1987		2408	12/9/87

08606206000

③

1988

Gmt. Breakdown on Invoice		Date	Due	Date	Gmt. Breakdown on Invoice	Date	Due	Date
		mm-dd-yy	ck #			mm-dd-yy	ck #	
1	2820.00 Computer Programming	12-23-87	2470	1/11/88	1919.00 Programming	2-29-88	2531	3/7/88
2	68.00 Newcomer list				66.00 Newcomer Mailing			
3	91.91 Photography				161.35 Graduation letters			
4	63.00 Corrections				<u>2146.35</u> Total			
5	130.00 Calling for Newspaper rates				<u>1968.44</u> Balance of O. Burleson Intern		2546	4/1/88
6	180.65 letter to Dist. School Supts.				Foundation Mailing			
	<u>3123.46</u> Total							
7	20.36 Graphics - Don Nace Ad	1-29-88	2508	2/1/88	630.00 Programming	3-29-88	2549	4/5/88
8	1143.54 New Photos				90.70 Newcomer Mailing			
11	644.89 Newcomer letters				<u>1390.09</u> Graduation letters			
12	210.00 Design PR Brochure				<u>2110.79</u> Total			
13	137.72 Thank you letter to Supps.							
14	130.00 Improving for Admin. breakfast				420.00 Programming	4-29-88	2584	5/11/88
15	420.00 Consulting about computer				69.55 Computer Equipment			
	<u>2195.91</u> Total				147.00 Newcomer mailing			
17					<u>596.52</u> Graduation letters			
18	240.51 Graphics + Print Donator O. Burleson Intern		2509	2/2/88	<u>228.07</u> Total			
19	Foundation		11868.44					
20	1263.28 Graphics + Print Brochure				608.94 Programming	5-29-88	2600 pt. 1/2	6/6/88
21	242.87 " " Envelopes				90.00 Newcomer mailing		2609 pt. 1/2	6/24/88
22	331.45 " " Letter				3845.36 Graduation letters			
23	357.47 " " Receipt Book				<u>444.00</u> Input - Contributor list			
24	332.27 " " Thank you Card				<u>444.00</u> Total			
25	70.65 Program, Print, Postage, letters							
26	49.08 O. Burleson Mailing, Inv. Planning				1435.50 Programming	6-29-88	2617	7/2/88
	<u>136.88</u> Total (Paid 1/2)				<u>600.00</u> Maintenance Agreement (leftover)		2631	7/25/88
28					140.00 Newcomer Mailing			
29	Refund \$930 Principle 143.24 Int. Acc. 1-29-88		2525	2/2/88	370.85 Input - Contributor			
30	" \$175.00 " 169.20 " 1-11-88		2526	2/24/88	2634.00 Secondary Printing			
	" \$1058.99 " 678.28 " 12-14-87		2527	2/24/88	<u>210.00</u> Parker Party Invitations			
					<u>5144.35</u> Total			

18606207000

1988 continued

	Amc.	Break down on Invoice	Date MMC Invoice	Bill Ch #	Date
1	1750.00	Programming	7-27-88	2645	8/10/88
2	244.65	Computer Supplies			
3	68.00	Newcomer Meeting			
4	911.32	Funday letters			
5	347.06	Abilene Prospects - Input			
6	1236.00	Particulars Printing			
	<u>4697.03</u>	Total			
9	2192.91	Programming	8-27-88	2722	9/29/88
10	156.00	Newcomer Meeting			
11	1057.50	Input & letters to prospects			
12	313.00	Graphics - Funday Program			
13	978.69	Graphic, letter, Staff line of Newspaper			
14		coordination			
15	<u>4658.00</u>	Total			
17	1076.00	Programming	9-28-88	2792	10/6/88
18	123.00	Newcomer Meeting			
19	1751.72	Print Funday Program			
20	175.00	Stage & Sound System for Parks Party			
21	560.00	Brochure & Map Funday			
	<u>3685.72</u>	Total			

[illegible]

7 8 6 0 4 2 0 4 0 0 6

SYNOPSIS

BY

DALE KING, FIELD REPRESENTATIVE FOR
CONGRESSMAN STENHOLM

It is evident now that MMC, Inc., had serious financial problems when Marilyn Roberts joined them in early 1986. The corporation was formed in 1982. Marilyn Roberts nor any of us knew the financial status nor did the committee inquire. The computer seemed sufficient collateral.

When cited by FEC for accepting payments from a corporation, Mr. Perry assumed the obligations personally.

My first knowledge of financial difficulties was the summer of 1988 when I was told that bills owed by MMC, Inc., for which we had paid them in connection with FUNday in 1987 had not been paid. Mr. Perry says that MMC, Inc., is insolvent with notes and accounts payable in excess of \$100,000.00. He has attempted to maintain service to the committee by operating the computer himself with the help of his wife on the premises of MMC, Inc.

Though we were given checks on the personal account of Mr. or Mrs. David R. Perry dated March 4, 1988 (copy attached) and subsequently checks on D & V Perry Associates (copy attached) and both drawn on the First State Bank identified with the same address, telephone, etc., it is apparent that funds came indirectly from MMC, Inc., and we continued to pay billings from MMC, Inc.

Respectfully submitted,

By

Dale King
DALE KING

Field Representative

11-3-88

90040790983



MR. OR MRS. DAVID R. PERRY 8-40
 LIC. 8528212 8508215
 710 GILL PH. 677-1662
 ABILENE, TEXAS 79601

3462

March 4 1988

88-117/1113

PAY TO THE ORDER OF

Stenholm for Congress Committee \$ 11,253 ²⁷/₁₀₀
 Eleven thousand two hundred fifty three and ²⁷/₁₀₀ DOLLARS

678



First State Bank

P.O. Box 3218 - Abilene, Texas 79604

Int Computer Payment

David R. Perry

⑆⑆⑆⑆30⑆⑆77⑆⑆ 43 772 7⑆ 3462



MR. OR MRS. DAVID R. PERRY 8-40
 LIC. 8528212 8508215
 710 GILL PH. 677-1662
 ABILENE, TEXAS 79601

3461

March 4 1988

88-117/1113

PAY TO THE ORDER OF

Stenholm for Congress Committee \$ 1,170 ⁰⁰/₁₀₀
 One thousand one hundred seventy and ⁰⁰/₁₀₀ DOLLARS

142



First State Bank

P.O. Box 3218 - Abilene, Texas 79604

Int Computer Payment

David R. Perry

⑆⑆⑆⑆30⑆⑆77⑆⑆ 43 772 7⑆ 3461

142.70 Int

1027.30 Principal

D & V PERRY ASSOCIATES

710 GILL 677-1662

ABILENE, TEXAS 79601

307

PAY TO THE ORDER OF

Stenholm for Congress Committee \$ 868 ⁶⁸/₁₀₀
 Eight hundred sixty eight and ⁶⁸/₁₀₀ DOLLARS

D & V PERRY ASSOCIATES

Int.	118 ⁶⁸ / ₁₀₀			
Prin.	750 -			

David R. Perry

⑆000307⑆⑆⑆⑆⑆⑆30⑆⑆77⑆⑆ 44 332 4⑆

FIRST STATE BANK
 ABILENE, TEXAS 79604

0040790984

MMC

Media Management Consultants, Inc.

HAND DELIVERED

RECEIVED
FEDERAL ELECTION COMMISSION
MAIL ROOM

88 NOV -9 AM 11:13

06C969

2733

November 8, 1988

Ms. Ivonne Cotto
% Federal Election Commission
999 E Street N.W.
Washington, D. C. 20436

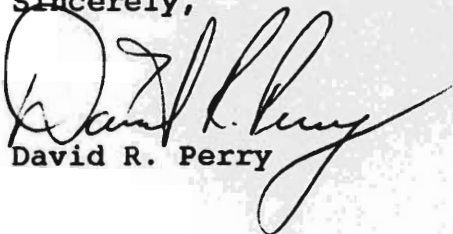
Dear Ms Cotto:

Please find enclosed responses to your letter dated October 21, 1988. As best I can determine, everything that you have requested is included. Should I have overlooked something please advise.

Also, please consider this letter as my written request for "pre-probable cause conciliation".

It is my desire to work with you fully on this matter and to resolve the details as soon as possible.

Sincerely,


David R. Perry

88 NOV -9 PM 12:47

RECEIVED
FEDERAL ELECTION COMMISSION

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

)
)
)
MUR 2733

INTERROGATORIES

To: Media Management Consultants, Inc.

In furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby requests that you submit answers in writing and under oath to the questions set forth below within 15 days of your receipt of this request.

1. According to reports filed with the Commission, the Stenholm for Congress Committee ("the Committee") made loans to Media Management Consultants, Inc. ("MMC, Inc.") of \$15,000 on August 7, 1987, \$7,000 on August 13, 1987, and \$8,200 on September 30, 1987, which were reported as "loan for computer." Please provide the following information concerning this loan:

a. The names of the representatives of MMC, Inc., primarily responsible for negotiating this loan.

b. The collateral provided by MMC, Inc., as security for this loan.

c. A statement as to whether the loan was in fact used to purchase or rent a computer.

d. The reasons which MMC, Inc. had for seeking a loan from the Committee for the acquisition of a computer.

e. A copy of the loan document.

1. a ANSWER: Larry Danforth and David Perry.

b. ANSWER: Computer and related equipment, basic sales order was dated 7-7-87.

c. ANSWER: The loan was used to purchase computer equipment.

d. ANSWER: MMC, Inc. had made a proposal on 6-5-87 to representatives of the committee to secure equipment and transfer all records of the committee relating to contributors, prospective contributors, and other campaign related information to computer memory. Upon encountering difficulty in securing a loan, the committee was asked to consider making a loan to purchase equipment.

e. ANSWER: Copy of loan document dated December 1, 1987.

0004079080

2. Please list any other loans received by MMC, Inc., from the Committee prior to or after the loan cited at #1 above. State the purpose of each such loan and the dates, amounts and sources of repayments.

2. ANSWER: None

3. State whether, and during what time period(s), Rep. Charles W. Stenholm or a member of his family has served as an officer and/or shareholder in MMC, Inc.

3. ANSWER: Rep. Charles W. Stenholm nor any member of his family has ever served as an officer and/or shareholder in MMC, Inc.

4. Please identify any other individuals connected with the Committee who have served as an officer and/or shareholder in MMC, Inc., together with the dates of such service.

4. ANSWER: No individual connected with the committee has ever served as an officer and/or shareholder in MMC, Inc.

5. Please describe in detail the nature of all services ever provided by MMC, Inc., to the Committee, together with the dates of such services and the amounts paid to MMC, Inc., by the Committee.

5. ANSWER: copies of all invoices describing services and amounts beginning in April 1986 and through October 24, 1988 are attached.

00040790987

6. According to information supplied to the Commission by the Committee, an individual has been substituted for MMC, Inc., as the borrower of the \$30,200 loan cited at #1 above. The Committee's 1988 April Quarterly Report lists David R. Perry as the recipient of a \$32,845.50 loan from the Committee dated March 7, 1988; the same report itemizes a loan to Mr. Perry by the Committee of \$2,645.50 for "Change Computer Software Hardware."

a. Please verify that David R. Perry is the individual cited by the Committee as the signor of a promissory note dated March 7, 1988, related to the \$30,200 loan to MMC, Inc., and that such promissory note has the effect of substituting Mr. Perry as the person responsible for payment of the \$30,200 loan.

6. a. ANSWER: I, David R. Perry, signor of this document under oath, am the same David Perry who signed the original agreements between MMC, Inc. and did substitute myself as the person responsible for payment.

b. State Mr. Perry's relationship to MMC, Inc., including any office held with the corporation.

b. ANSWER: David Perry is Vice-President and Treasurer of MMC, Inc.

c. Please explain in detail any agreement, either oral or written entered into between Mr. Perry and MMC, Inc., concerning his substitution as debtor with regard to the \$30,200 loan obtained from the Committee, including whether he is considered to have acted as an agent of MMC, Inc., with regard to his signing of the promissory note dated March 7, 1988, and whether he has been or will be reimbursed by MMC, Inc., for loan repayments and related interest payments which he has or will make in connection with the \$30,200 loan. If this agreement is in writing please provide a copy.

c. ANSWER: In reality, MMC, Inc. is insolvent. As of this date, conditions have deteriorated much farther than they were in February of 1988 when the committee was notified of the error in receiving payments from a prohibited source. In consultation with the other principal owner in MMC, Inc., Mr. Larry Danforth, we decided to set this equipment apart from MMC, Inc. and attempt to service Stenholm committee account. It is true that facilities of MMC, Inc. have been used. A mistake was made in continuing to do billings through MMC, Inc. I have been reimbursed in part by MMC, Inc. for loan repayments and related interest payments. This agreement is found in the corporate minutes dated March 1, 1988.

00040790988

d. With regard to the Committee's reported \$2,645.50 loan to David R. Perry on March 7, 1988,

1. State whether this loan was accepted by Mr. Perry as an agent for MMC, Inc.

2. If the loan was intended for use by MMC, Inc., state whether it was to be used in connection with the computer apparently obtained by means of the \$30,200 loan cited at # 1 above?

3. State whether Mr. Perry has or will be reimbursed by MMC, Inc., for loan repayments and related interest payments which he has or will make in connection with the \$2,645.50 loan.

d. 1. ANSWER: The \$2,645.50 loan was made to David R. Perry as an individual and not as an agent of MMC, Inc.

2. ANSWER: The loan was not intended for use by MMC, Inc. The loan was used to purchase equipment that was incorporated into the equipment originally purchased in July, 1987, with various additions and changes.

3. ANSWER: David Perry will be reimbursed by MMC, Inc. for loan repayments and related interest payments made in connection with the \$2,645.50 loan.

STATE OF TEXAS

COUNTY OF TAYLOR

Before me, the undersigned authority, on this day personally appeared David R. Perry of Media Management Consultants, Inc., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office on this the 8th day of November, 1988.

NOTARY PUBLIC in and for the State of Texas



ROSE CHAVEZ
Notary Public, State of Texas
My Commission Expires Feb. 23, 1989

\$ 20,303.29

Abilene

Texas,

December 1

19 87

AS HEREINAFTER STATED, for value received, I, we, or either of us, promise to pay to STENHOLM FOR CONGRESS COMMITTEE or order, at P. O. Box 1032, Stamford, Texas, or at such other place in the State of Texas as any Holder of this note may designate in writing, the sum of \$ 20,303.29, together with the interest thereon from date until maturity at the rate of 10 % per annum, interest payable monthly as hereinafter provided and if not paid when due to become as principal.

This note is payable in monthly installments, including interest, of \$ 750.00, plus the ^{interest} first of such installments being due on December 1, 19 87 and a like installment being due on the same day of each and every month thereafter ~~until the entire principal and interest are paid~~ ~~disposable to be due and payable~~.

Interest on this note shall be payable as it accrues on the unpaid balance hereof on each date that an installment of principal becomes due and payable.

This note may be prepaid in part or in full at any time without penalty.

This note is secured by a Security Agreement of even date herewith by which the undersigned (hereinafter called DEBTOR) grants to the Holder of this note (hereinafter called SECURED PARTY) a secured interest in and mortgages to SECURED PARTY the following described property:

Computer and related equipment and proceeds therefrom as indicated on Attachment 1.

All past due principal and interest on this note shall bear interest at the rate of ten per cent per annum.

If this note is placed in an attorney's hands for collection, or collected by a suit or through a bankruptcy, or probate, or any other court, either before or after maturity, then in any of said events, a reasonable amount shall be added and collected as attorney and collection fees.

Failure to pay any part of principal or interest of this note when due or failure to carry out any of the terms, covenants, or conditions in this note and the Security Agreement securing same shall authorize the Holder of this note to declare the whole of the same due and payable and to exercise any or all other rights or remedies provided in this note and the Security Agreement securing same.

The makers, signers, and endorsers of this note severally waive demand, presentment, notice of dishonor, diligence in collection, notice of protest, and agree to all extensions and partial payments before or after maturity without prejudice to Holder.

MEDIA MANAGEMENT CONSULTANTS, INC.
1541 North 4th, Abilene, Texas 79601

LARRY D. DANFORTH, ^{Director} President

DAVID PERRY, Vice-President & Treasurer

CANCELLED

3-7-88

00040790990



Media Management Consultants, Inc.

1052 North Fifth / Suite 100 / Abilene, TX 79601
915.676-7330

Charles Stenholm
P.O. Box 1032
Stanford, Texas 79553

April 1986

DUE ON OR BEFORE

Description	Charge	Total
Retainer Fee	400.00	

Graduation letters in progress

TOTAL AMOUNT DUE \$ 400.00

THANK YOU!

Current: 400.00 30 Days: 60 Days:

MEDIA MANAGEMENT CONSULTANTS, INC. charges a 1.5% finance charge
on unpaid balances over 30 days.



Media Management Consultants, Inc.

1052 North Fifth / Suite 100 / Abilene, TX 79601
915.676-7330

Charles Stenholm
P.O. Box 1032
Stanford, Texas 79553

May 1986

DUE ON OR BEFORE 6/10/86

Description	Charge	Total
Retainer Fee	400.00	
Graphics - West Texas Fair & Rodeo Program	105.06	
Graphics - Democratic Convention Program	100.55	
GRADUATION LETTERS		
One-Time Program Set-up Fee	25.00	
Letter Set-up Fee	15.00	
Three Line Address & Salutation	1616 x .32	517.12
Personalized letter & envelope	1616 x .35	565.60
Fold and stuff letters	1616 x .03	48.48
Place Postage	1616 x .02	32.32
Add'l enclosure - folding & Stuffing		64.64
Postage	1616 x .125	202.00
Research for available Direct Mail lists of new Abilene Residence for development of new comers monthly program		162.50
Consultation on Friday Sept 7, activities in Abilene		162.50
CREDIT RETAINER FEE	(400.00)	
TOTAL AMOUNT DUE	2,000.77	
THANK YOU!		

Current: 2,000.77 30 Days: 60 Days:

MEDIA MANAGEMENT CONSULTANTS, INC. charges a 1.5% finance charge
on unpaid balances over 30 days.



Media Management Consultants, Inc.

1052 North Fifth / Suite 100 / Abilene, TX 79601
915.676-7330

June 30, 1986

Charles Stenholm
P.O. Box 1632
Stanford, Texas 79553

DUE ON OR BEFORE July 10, 1986

Description	Charge	Total
Retainer Fee	400.00	
Graphics - Stenholm for Congress Funday	360.00	
Printing - Stenholm for Congress Funday	1,840.00	
Corrections & Deletions to VIP Taylor County List 175 @ .50	88.00	
Print Out of Taylor County Mailing List of 2000 @ .05 each	100.00	
Consultation on September 7 & 8 Activities	65.00	
CREDIT RETAINER	(400.00)	

TOTAL AMOUNT DUE \$ 2,453.00

THANK YOU!

Current:	2,453.00	30 Days:	60 Days:
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MEDIA MANAGEMENT CONSULTANTS, INC. charges a 1.5% finance charge
on unpaid balances over 30 days.



Media Management Consultants, Inc.

1052 North Fifth / Suite 100 / Abilene, TX 79601
915.676-7330

July 30, 1986

Charles Stenholm
P.O. Box 1032
Stamford, Texas 79553

DUE ON OR BEFORE August 10, 1986

Description	Charge	Total
Retainer Fee	400.00	
Printing - Receipts	2,115.00	
Graphics - Receipts	165.00	
Family Portrait for Funday	227.34	
Consultation - Breakfast & VIP List (2 hours)	130.00	
2058 Envelopes hand stamped @ .02 each	41.16	
2058 letters with enclosures stuffed @ .03 each	61.74	
2058 postage placed @ .02 each	41.16	

CREDIT RETAINER FEE

(400.00)

TOTAL AMOUNT DUE

\$ 2,781.40

THANK YOU!

Current:

2,781.40

30 Days:

60 Days:

MEDIA MANAGEMENT CONSULTANTS, INC. charges a 1.5% finance charge
on unpaid balances over 30 days.



Media Management Consultants, Inc.

1052 North Fifth / Suite 100 / Abilene, TX 79601
915.676-7330

August 30, 1986

Charles Stenholm
P.O. Box 1032
Stamford, Texas 79553

DUE ON OR BEFORE September 10, 1986

Description	Charge	Total
Retainer Fee	400.00	
Reply Card - Spanish Oaks		
Graphics -	50.00	
Printing -	80.94	
Spanish Oaks Invitations		
Graphics	481.56	
Printing	1,266.16	
Sunday Program		
Graphics	292.61	
Printing	1,115.00	
Press Releases - 80 Newspapers		
64 Radio & TV	144.00	
CREDIT RETAINER FEE	(400.00)	

TOTAL AMOUNT DUE \$ 3,430.27

THANK YOU!

Current: 3,430.27

30 Days:

60 Days:

MEDIA MANAGEMENT CONSULTANTS, INC. charges a 1.5% finance charge
unpaid balances over 30 days.



Media Management Consultants, Inc.

1052 North Fifth / Suite 100 / Abilene, TX 79601
915.676-7330

August 30, 1986

Charles Stenholm
P.O. Box 1032
Stanford, Texas 79053

DUE ON OR BEFORE September 10, 1986

Description	Charge	Total
Retainer Fee	400.00	
FUNDAY		
Steve Butman Photography - 100 5x7 b/w enlargements for press releases (family)		
1000 4x5 color enlargements (family)	1,916.69	
Marshall Moody, Inc. (decorations)	231.50	
SPANISH OAKS		
Dan Mitchell (Guitarist)	225.00	
Pat & Eddie Swayer (Foreman & Supervisor of Spanish Oaks)	150.00	
James Parker (Reimbursement for electrical supplies)	60.00	
Pinkies	150.44	
Abilene Tent & Awning	550.00	
Misc. (Paper items, tape, glue, etc)	50.00	

Current:

30 Days:

60 Days:

MEDIA MANAGEMENT CONSULTANTS, INC. charges a 1.5% finance charge on unpaid balances over 30 days.



Media Management Consultants, Inc.

1052 North Fifth / Suite 100 / Abilene, TX 79601
915.676-7330

DUE ON OR BEFORE

Description	Charge	Total
The Briarstone Group (Saturday evening)	65.00	
SPANISH OAKS		
100 meals	1,501.50	
2 Bartenders	114.40	
133 set ups	133.00	
2 bar tops & skirting	42.90	
15 table rentals	96.53	
150 chairs	128.70	
15 cloths	53.63	
Tax	77.00	
Names tags	18.40	
4 Centerpieces	88.13	
4 vases	50.05	
4 Bows	14.30	
24 Red & Blue Table cloths	300.00	
300 Luminaires	320.00	
Bue Patton (Contract Labor)	350.00	
7 Flags	105.00	
32 Hours of Consultation @ \$30	960.00	
CREDIT RETAINER FEE	(400.00)	

Current:

30 Days:

60 Days:

MEDIA MANAGEMENT CONSULTANTS, INC. charges a 1.5% finance charge on unpaid balances over 30 days.



Media Management Consultants, Inc.

1052 North Fifth / Suite 100 / Abilene, TX 79601
915.676-7330

DUE ON OR BEFORE

Description

Charge

Total

TOTAL AMOUNT DUE

\$ 7,752.17

THANK YOU!

Current:

30 Days:

60 Days:

MEDIA MANAGEMENT CONSULTANTS, INC. charges a 1.5% finance charge
on unpaid balances over 30 days.



Media Management Consultants, Inc.

1052 North Fifth / Suite 100 / Abilene, TX 79601
915.676-7330

November 30, 1986

Charles Stenholm
P.O. Box 1032
Stamford, Texas 79553

DUE ON OR BEFORE December 10, 1986

Description	Charge	Total
Retainer Fee - (October) Consultation and visitation to enlist new Taylor County Coordinators	400.00	
Retainer Fee - (November) Consultation for Holiday Greetings throughout 17th District	400.00	

TOTAL AMOUNT DUE \$ 800.00

THANK YOU!

Current: 800.00

30 Days:

60 Days:

MEDIA MANAGEMENT CONSULTANTS, INC. charges a 1.5% finance charge
on unpaid balances over 30 days.



Media Management Consultants, Inc.

1052 North Fifth / Suite 100 / Abilene, TX 79601
915.676-7330

February 9, 1987

Charles Stenholm
P.O. Box 1032
Stamford, Texas 79553

DECEMBER BILLING (1986)

Description	Charge	Total
Retainer for December -	400.00	
HOLIDAY MESSAGE AD PLACEMENT:		
Western Observer -	66.25	
Stonewall -	50.25	
Arle News -	60.75	
Ballinger Ledger -	52.50	
Big Spring Herald -	105.00	
Bowie News -	67.50	
Brackenridge Amer -	52.50	
Coleman Cnty -	34.50	
Colorado City Rec'd -	37.50	
Comanche Chief -	56.25	
Concho Herald -	34.50	
Miles Messenger -	34.50	
Rowena Press -	34.50	
Muenster Ent -	48.00	
Nocona News -	40.50	
Post Dispatch -	67.25	
Stephenville -	66.00	
Heatherford -	86.25	
S.S. Focus -	63.75	
Clyde Journal -	45.00	
Observer/Ent -	37.50	
Snyder Daily -	58.50	
Sweetwater -	63.00	
Abilene Reporter News -	254.25	
Sterling City -	47.60	
Winter Ent -	71.10	
Albany News -	37.50	
Glen Rose Rep -	39.20	
Rotan -	40.00	
Bridgeport, Chico, Wise Cnty Shopper -	75.00	
Saint Jo Trib -	30.00	
Crosbyton Review -	37.50	
Cross Plains Review -	44.10	
DeLeon Press -	46.50	
Dublin Progress -	34.50	
Eden Echo -	42.00	
Gainesville Daily -	69.75	
Gorman Progress -	26.10	
Graham Leader -	46.50	
Hamlin Herald -	39.75	
Haskell Free Press -	31.50	
Jack Cnty Harold -	29.40	
Jacksboro Gazette -	29.40	
Lorenzo Examiner -	30.00	
Lynn Cnty News -	33.00	
Mineral Wells -	57.00	
Current:	30 Days:	60 Days:

MEDIA MANAGEMENT CONSULTANTS, INC. charges a 1.5% finance charge on unpaid balances over 30 days.



Media Management Consultants, Inc.

1052 North Fifth / Suite 100 / Abilene, TX 79601
915.676-7330

Charles Stenholm
P.O. Box 1032
Stanford, Texas 79553

PAGE 2

DUE ON OR BEFORE

Description	Charge	Total
Olney Ent - 32.25		
Martin Cnty - 37.00		
Throckmorton - 27.75		
Wise Cnty Messenger - 42.00		
Callahan Cnty, Cisco Press, Eastland Teleg, Ranger Times, and Rising Star - 120.00		
Stanford American - 39.75		
O'Donnel - 30.00		
Cooke County - 45.00		
Somerville - 42.15		
Contacted 17th District Newspapers for current rate structure and publisher information updating on word processor.	\$468.00	
Graphic Design, Typesetting, & Stats for Holiday Ad	\$ 276.00	
Postage for Ads	\$ 22.00	
Updated 1986 Funday postings in Word Processor	\$ 480.00	
CREDIT DECEMBER RETAINER	(400.00)	

TOTAL AMOUNT DUE \$ 4125.48

PREPAYMENT \$(2761.20)

TOTAL AMOUNT DUE \$ 1364.28

20 10 20 10 20 10 20

Current:

30 Days:

60 Days:

MEDIA MANAGEMENT CONSULTANTS, INC. charges a 1.5% finance charge
on unpaid balances over 30 days.

December 22, 1986

Charles Stenholm
P.O. Box 1032
Stamford, Texas 79553

DUE ON OR BEFORE January 10, 1987

Description	Charge	Total
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NEWSPAPER PLACEMENT:

✓Western Observer	66.25	✓Abilene Rep News	254.25
✓Sterling City	47.60	✓Crosbyton Review	37.50
✓Stonewall Cnty Courier	58.00	✓Cross Plains Review	44.10
✓Azle News	60.75	✓DeLeon Press	46.50
✓Ballinger Ledger	52.50	✓Dublin Progress	34.50
✓Big Spring Herald	105.00	✓Eden Echo	42.00
✓Bowie News	67.50	✓Gainessville Daily	69.75
✓Breckenridge American	52.50	✓Gorman Progress	26.10
✓Bridgeport, Chico, Wise	75.00	✓Graham Leader	46.50
✓Coleman Cnty Chronicle	34.50	✓Hamlin Herald	39.75
✓Colorado City Record	37.50	✓Haskell Free Press	31.50
✓Comanche Chief	56.26	✓Jack County Harold	29.40
✓Concho Herald	34.50	✓Jacksboro Gazette	29.40
✓Miles Messenger	34.50	✓Lorenzo Examiner	30.00
✓Rowena Press	34.50	✓Lynn Cnty News	33.00
✓Muenster Ent.	48.00	✓Mineral Wells	57.00
✓Nocona News	40.50	✓Olney Ent	32.25
✓Post Dispatch	67.25	✓Snyder Daily News	58.50
✓Stephenville Emp	66.00	✓Sweetwater Rep	63.00
✓Weatherford	86.25	✓Winter Ent	71.10
✓Southside Focus	63.75	✓Albany News	37.50
✓Clyde Journal	45.00	✓Glen Rose Rep	39.20
✓Observer/Ent	37.50	✓Rotan	40.00
✓Throckmorton	27.75	✓Martin Cnty	37.80
✓Callahan Cnty, Cisco Press		✓Wise Cnty Messenger	42.00
✓Eastland Teleg, Ranger Times,		✓Stamford American	39.75
✓Rising Star	120.00	✓St. Jo Tribune	30.00

TOTAL NEWSPAPER PLACEMENT \$ 2,761.21

PREPAYMENT (2,761.21)

TOTAL DUE -0-



Media Management Consultants, Inc.

1541 North Fourth / Abilene, TX 79601
915.676-7330

February 9, 1987

Charles Stenholm
P.O. Box 1023
Stamford, Texas 79553

January Billing

DUE ON OR BEFORE January 10, 1987

Description	Charge	Total
Balance of Christmas Ads	186.00	
Updated postings in word processor	480.00	
Graphics, typesetting, postage, holiday ads	298.00	
Consultation on Taylor Co. Coordinators, Town Hall Mtng., Taylor Co. Prospects & Plan Cong. Art Contest	400.00	

TOTAL AMOUNT DUE: \$1,364.28

THANK YOU!

Current: 30 Days: 60 Days:

MEDIA MANAGEMENT CONSULTANTS, INC. CHARGES A 1.5% finance charge on unpaid balances over 30 days.



Media Management Consultants, Inc.

1052 North Fifth / Suite 100 / Abilene, TX 79601
915.676-7330

February 22, 1987

Charles Stanholm
P.O. Box 1032
Stamford, Texas 79553

DUE ON OR BEFORE March 10, 1987

Description	Charge	Total
Retainer Fee	400.00	

TOTAL AMOUNT DUE \$ 400.00

THANK YOU!

Current:

30 Days:

60 Days:

MEDIA MANAGEMENT CONSULTANTS, INC. charges a 1.5% finance charge on unpaid balances over 30 days.



Media Management Consultants, Inc.

1052 North Fifth / Suite 100 / Abilene, TX 79601
915.676-7330

March 24, 1987

Charles Stenholm
P.O. Box 1032
Stanford, Texas 79553

DUE ON OR BEFORE April 10, 1987

Description	Charge	Total
Retainer Fee	400.00	

TOTAL AMOUNT DUE \$ 400.00

THANK YOU!

Current:

30 Days:

60 Days:

MEDIA MANAGEMENT CONSULTANTS, INC. charges a 1.5% finance charge
on unpaid balances over 30 days.



Media Management Consultants, Inc.

1052 North Fifth / Suite 100 / Abilene, TX 79601
915.676-7330

April 24, 1987

Charles Stanholz
P.O. Box 1032
Stanford, Texas 79553

DUE ON OR BEFORE May 10, 1987

Description	Charge	Total
Retainer Fee	400.00	

TOTAL AMOUNT DUE \$ 400.00

THANK YOU!

Current: 30 Days: 60 Days:

MEDIA MANAGEMENT CONSULTANTS, INC. charges a 1.5% finance charge
on unpaid balances over 30 days.



Media Management Consultants, Inc.

1052 North Fifth / Suite 100 / Abilene, TX 79601
915.676-7330

May 26, 1987

Charles Stanholz
P.O. Box 1032
Stanford, Texas 79553

DUE ON OR BEFORE June 10, 1987

Description	Charge	Total
Retainer Fee	400.00	

TOTAL AMOUNT DUE * 400.00

THANK YOU!

Current:

30 Days:

60 Days:

MEDIA MANAGEMENT CONSULTANTS, INC. charges a 1.5% finance charge
on unpaid balances over 30 days.



Media Management Consultants, Inc.

1541 North Fourth / Abilene, TX 79601
915.676-7330

June 10, 1987

Charles Stenholm
P.O. Box 1032
Stamford, Texas

DUE ON OR BEFORE

June 30, 1987

Description

Charge

Total

Computer consultation fee from Dallas
Consultant

600.00

TOTAL AMOUNT DUE:
THANK YOU !

600.00

Current:

30 Days:

60 Days:

MEDIA MANAGEMENT CONSULTANTS, INC. charges a 1.5% finance charge on unpaid balances over 30 days.

June 26, 1987

Charles Stenholm
P.O. Box 1032
Stamford, Texas 79553

DUE ON OR BEFORE July 10, 1987

Description	Charge	Total
Retainer Fee	400.00	
FUNDAY:		
Printing - Funday Invitation	3,006.00	
Graphics - Funday Invitation	105.20	
Printing - Charlie Invitations	898.69	
Graphics - Charlie Invitations	75.00	
Photography -	91.16	
Printing - James Parker enclosure card	185.00	
Graphics - James Parker enclosure card	75.00	
GRADUATION:		
Program Set-up Fee	30.00	
Letter Set Up Fee	20.00	
3 Line Address 2109 x .37	780.00	
Personalized Letter 2109 x .39	822.51	
Fold & Stuff 2109 x .06	126.54	
Place Postage 2109 x .05	105.45	
Additional Enclosures 2109 x .05	105.45	
Postage 2109 x .22	463.98	
CREDIT RETAINER FEE	(400.00)	

TOTAL AMOUNT DUE \$ 6,889.98

THANK YOU!

Current: 6889.98

30 Days:

60 Days:

MEDIA MANAGEMENT CONSULTANTS, INC. charges a 1.5% finance charge on unpaid balances over 30 days.

INVOICE**July 31, 1987**

**Charles Stenholm
P.O. Box 1032
Stamford, Texas 79553**

DUE ON OR BEFORE August 10, 1987

Retainer Fee 400.00

HOUSTON LIST

Postage - 13,417 @ .22	2,951.74
Inputting electronically	
13,417 @ .05	670.85
Laser Printer Output	
13,417 @ .30	4,025.10
Folding & Stuffing @ .05	670.85
TX Democ. List	300.00
Program Set-up Fee	25.00
Letter Set-Up Fee	15.00
1 Enclosure @ .02	268.34
Placing Postage @ .05	670.85

VIP LIST

Postage - 1,654 @ .22	363.88
Manual Input @ .32	529.28
Laser Printer Output @ .30	496.20
Folding & Stuffing @ .05	82.70
Program Set-UP Fee	25.00
Letter Set-up Fee	15.00
2 Enclosures @ .04	66.16
List Print Out 1881 @ .07	131.67
Place Postage @ .05	82.70
Corrections - 200 @ .25	50.00

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INVOICE - PAGE 2

GREETING LIST

Letter Set-up Fee	15.00
Program Set-up Fee	25.00
Laser Printer Output-400 @ .30	120.00

PRODUCTION

Charlie Reply Card	
Printing	86.00
Graphics	45.00
Typesetting	15.00

Funday Envelopes/Stenholm Letterhead	
Printing - .07 each	1,890.00
Graphics	200.00

COMPUTER SUPPLIES

Toner Cartridge	132.81
-----------------	--------

OTHER EXPENSES

Shipping - to Houston	21.65
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CREDIT RETAINER FEE	[400.00]
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TOTAL AMOUNT DUE \$ 13,990.78

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THANK YOU!

90040791011



Media Management Consultants, Inc.

1541 North Fourth/Ahler, TX 79601
915.676.7330

August 28, 1987

Charles Sternholz
P.O. Box 1032
Stanford, Texas 79553

OUT-OF-HOUSE

DUE ON OR BEFORE September 19, 1987

Description	Charge	Total
Adjustment on Returned Letters 348 @ .24 ea	83.52	
Programming for List printout for Jones Cnty letters and VIP Letters 5 Hrs @ 75.	375.00	
Printer - For Reports & List	150.00	
Drum Cartridge	207.15	

TOTAL AMOUNT DUE \$ 1648.67

THANK YOU!

Current: 1732.19

30 Days:

60 Days:

MEDIA MANAGEMENT CONSULTANTS, INC. charges a 1.5% finance charge on unpaid balances over 30 days.



Media Management Consultants, Inc.

1541 North Fourth / Abilene, TX 79601
915.676-7330

September 28, 1987

Charles Stenholm
P.O. Box 1032
Stamford, Texas 79553

OUT-OF-HOUSE

DUE ON OR BEFORE October 10, 1987

Description	Charge	Total
CONSTITUTIONAL MEDIA PLACEMENT:		
KRBC Television	350.00	
KIAB Television	650.00	
KTXB Television	720.00	
TV Production	150.00	
COMPUTER PROGRAMMING:		
Programming for Funday Mail out	1447.25	
FUNDAY:		
Funday Program: Graphics	292.61	
Printing - Funday Program	1115.00	
Photography - 1500 3 1/2 x 5 color prints	227.65	
SPANISH OAKS/PARKER PARTY:		
FOOD AND BEVERAGE:		
125 meals and beverages	3134.41	
BRIARSTONE EMPLOYEES:		
3 Bartenders	125.90	
EQUIPMENT RENTAL:		
Tables, Chairs, Tent	1675.20	
Floral	349.27	
Print out of FIVE's for Name Tags	12.00	
Name Tags, Pens, Misc. Supplies	50.00	
Sound System	150.00	



Media Management Consultants, Inc.

1541 North Fourth / Abilene, TX 79601
915.676-7330

EXTRA LABOR @ SPANISH OAKS

Eddie Wilson	360.00
Michael Henry	450.00
Steve & Bernie Allen	500.00

STENHOLM BREAKFAST:

Eddie Wilson Catering	
Food	526.05

STAFF TIME:

David	15 Hours @ 120	450.00
Sandy	10 Hours @ 120	300.00
Marilyn	10 Hours @ 150	1500.00

CREDIT

ADVANCE	9/11	1000.00
ADVANCE	9/14	450.00

TOTAL AMOUNT DUE \$ 15,076.07

THANK YOU



Media Management Consultants, Inc.

October 28, 1987

1541 North Fourth / Abilene, TX 79601
915.676-7330

Charles Stenhols
P.O. Box 1032
Stanford, Texas 79553

OUT-OF-HOUSE

DUE ON OR BEFORE November 10, 1987

Description	Charge	Total
City Directory for List Maintenance	121.46	
New Comers List - Updated Monthly	68.00	
Inputting of 271 Coordinators Names @ .75 ea	203.00	
Inputting of 32 interns @ .25 ea	8.00	
Computer Consultant - Randy Dagenhart	633.96	
Consultanting on Preliminary Programming		
SCO Xenix-Net Administration Training		
Local Area Networks	120.00	
OSI Model Domain Boundaries	120.00	
Distributed File System Protocols	120.00	
Validation Systems	120.00	
XENIX and DOS Networked Together	120.00	
Remote Printing	120.00	
Virtual Terminal Program	120.00	
File Transfer Program	120.00	
Net Backup and Archiving	120.00	
Network Planning	120.00	
Security Considerations	120.00	
Mail Management	120.00	
Hicnet and XENIX-NET coexistence	120.00	
Troubleshooting	120.00	

SUBTOTAL

\$ 2714.42

90040791015

MMC

Media Management Consultants, Inc.

1541 North Fourth / Abilene, TX 79601
915.676-7330

November 25, 1987

Charles Sterholm
P.O. Box 1032
Lamford, Texas 79553

Billing for In-House expenses to be Applied on note:

June and July 1560.00

September 2250.00

October 5003.50

November 1761.49

TOTAL APPLIED

10574.99

00040791010



Media Management Consultants, Inc.

November 28, 1987

1541 North Fourth / Abilene, TX 79601
915.676-7330

Charles Stanholm
P.O. Box 1032
Stanford, Texas 79553

IN-HOUSE STATEMENT

Description	Charge	Total
Computer Coordination : November		
27 Hours of Administration Consulting between Larry D. Danforth of MMC, and Cindy Love of C.H. Love. 27 Hours x \$30 x 1 person	810.00	

TOTAL APPLIED TO LOAN \$ 810.00

THANK YOU!

MMC

Media Management Consultants, Inc.

November 28, 1987

1541 North Fourth / Abilene, TX 79601
915.676-7330

Charles Stanholm
P.O. Box 1032
Stanford, Texas 79553

OUT-OF-HOUSE

DUE ON OR BEFORE December 10, 1987

Description	Charge	Total
New Covers List - Updated Monthly	68.00	
Photography - 11 x 14 Enlargements (2)	91.88	
Expenses for SCO Computer Training in Dallas:		
Food	144.33	
Room	726.17	
Tax on Room	61.36	
Gas	19.63	

TOTAL AMOUNT DUE \$ 951.49

THANK YOU!



Media Management Consultants, Inc.

October 28, 1987

1541 North Fourth / Abilene, TX 79601
915.676-7330

Charles Stenholm
P.O. Box 1032
Stamford, Texas 79553

IN-HOUSE STATEMENT

Description	Charge	Total
August - Coordination of:		
C H Love & Company Technical Meeting:		
System Development	350.00	
Field Parameters	200.00	
On Screen Menus	200.00	
System Flowchart	240.00	
Hand typing saluation on Jones Cnty letters		
254 letters @ .25 each	63.50	
Preliminary Computer Programming -		
Sept - 26 hrs @ 30	780.00	
Consisting of:		
Program Development Specification Overview		
Determining the degree of data entry validation required		
determining the audit trail, and degree of prompting		
Oct - 106 hours @ 30	3180.00	
Consisting of:		
Determining the degree of prompting		
Determining program performance bottlenecks		
Security and data recovery		
Flexibility vs. performance and development time.		
Determining volumes. Data that cannot be stored forever.		
Acquiring copies of all data entry documents		
Specifing field specifications		
Specifing different reporting techniques.		

TOTAL APPLIED TO LOAN \$ 5003.50

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THANK YOU!

90040791019



Media Management Consultants, Inc.

December 23, 1987

1541 North Fourth / Abilene, TX 79601
915.676-7330

Charles Stenholm
P.O. Box 1032
Stanford, Texas 79553

Description	Charge	Total
Newscomers List - Monthly Fee	68.00	
Photography - 2 11 x 14 color enlargements	91.81	
Computer Programming: Larry 64 hrs @ \$30	1,920.00	
Dagenhart 30 hrs @ \$30	900.00	
List Updating: Corrections and deletions on returned mailings from Funday to get ready for inputting 126 @ .50	63.00	
17th District Newspaper Rate Calling: Donna - 4 hrs @ \$30	120.00	
SUBTOTAL	3,162.81	
Letters to Superintendents of 17th District for Graduating Seniors:		
One time program set-up fee	30.00	
Letter set-up fee	20.00	
Three line address & salutation 125 @ .37	46.25	
Type personal letter & envelope 125 @ .39	48.75	
Fold & stuff 125 @ .06	7.50	
Place postage 125 @ .05	6.25	
One enclosure 125 @ .05	6.25	
Printing Signature on Letterhead	15.65	
SUBTOTAL	180.65	

00040791020



Media Management Consultants, Inc.

January 29, 1988

1541 North Foothill/Ablett, TX 79601
915.676-7330

Charles Stenholm
P.O. Box 1032
Stanford, Texas 79853

Description	Charge	Total
Graphics - Town Hall Ad and Veloxen	210.36	
Photography Library: Monte's time 2.5 @ \$35	87.50	
Photographer & Prints	1,056.04	
Designing PR Brochure - 6 hours @ \$35	210.00	
Credit Bureau - New Comer Monthly Fee	68.00	
New Comer Letters for the Months of Sept-Jan:		
One-time Program Set-up Fee	30.00	
Letter set-up Fee	20.00	
Three line Address and Salutation 440 @ .37	162.80	
Personalized letter & envelope 440 @ .39	171.60	
Fold/Stuff Letter 440 @ .06	26.40	
One Enclosure 440 @ .05	22.00	
Placing postage 440 @ .05	22.00	
Postage 440 @ .22	96.80	
Printing - Signature on Letterhead	24.69	
Thank you Letters to Superintendents:		
One-Time program Set-up fee	30.00	
Letter set-up fee	20.00	
Three line Address and Salutation 74 @ .37	27.38	
Corrections & Deletions 23 @ .50	11.50	
Personalized Letter & Envelope 74 @ .39	28.86	
Place Postage 74 @ .05	3.70	
Postage 74 @ .22	16.28	
Telephoning for Dr. Steven's Breakfast 4hrs @ \$30	120.00	
Larry's Time: 4 hrs @ \$30 consulting with Damon	120.00	
4 hrs @ \$30 consulting with C.H. Love	120.00	
David's Time: 6 hrs @ \$30 Saturday Jan 16	180.00	

TOTAL AMOUNT DUE \$ 2,885.91

THANK YOU!



Media Management Consultants, Inc.

1541 North Fourth /Abilene, TX 79601
915.676-7330

OHAR BURLESON INTERN FOUNDATION:

Inserts: Printing	136.18
Graphics	104.33
Brochure: Printing	861.45
Graphics	401.83
Envelopes: Printing	237.17
Graphics	105.00
Letter: Printing	226.45
Graphics	105.00
Receipt Book: Printing	252.47
Graphics	105.00
Thank You Card: Printing	232.27
Graphics	100.00

Mail-Out:

735 letters

One-time Letter set-up Fee	15.00
Program Set-Up Fee	25.00
Three Line address & Saluation 735 x .32	235.20
Fold & Stuff Letters 735 x .03	22.05
Place Postage 735 x .02	14.70
Additional Enclosures 735 x .02	14.70
Postage - There was enough postage left over	44.00
from Funday mailing to mail all but 44.00	
of Omar mailing.	

OHAR BURLESON SUBTOTAL ~~\$ 3237.80~~

TOTAL AMOUNT DUE ~~\$ 5,952.22~~

THANK YOU!



Media Management Consultants, Inc.

1541 North Fourth / Abilene, TX 79601
915.676-7330

Omar Burleson Mailing - "Tax Planning"

Letter Set-up fee	15.00
Corrections & Deletions 58 @ .50 ea	29.00
Type personalized letter 714 @ .20 ea	142.80
4 hours of staff time @ \$30	120.00
Printing additional Letterhead and Window Envelopes	192.28

SUBTOTAL

499.08

GRAND TOTAL

~~3,841.54~~

THANK YOU!

00040791023



Media Management Consultants, Inc.

1541 North Fourth / Abilene, TX 79601
915.676-7330

February 29, 1988

Charles Stenholm
P.O. Box 1023
Stamford, Texas 79553

DUE ON OR BEFORE March 10, 1988

Description	Charge	Total
Programming	1,919.00	
Newcomer Mailing	66.00	
Graduation Letters	161.35	

TOTAL AMOUNT DUE: \$2,146.35

Current: 30 Days: 60 Days:

MEDIA MANAGEMENT CONSULTANTS, INC. charges a 1.5% finance charge on unpaid balances over 30 days

INVOICE

March 29, 1988

Charles Stenholm
P.O. Box 1032
Stamford, Texas 79553

DUE ON OR BEFORE April 10, 1988

Programming Time:

Larry Danforth - 21 hours @ \$30 each 630.00

Newcomer Mailing:

One (1) roll of stamps	22.00
Personalized Letter & Envelope 80 @ .39	31.20
Folding & Stuffing 80 @ .06	4.80
One (1) enclosure 80 @ .05	4.00
Placing Postage 80 @ .05	4.00
Printing Signature on Letterhead	24.70

Graduation Letters:

Three line address & salutation - 3402 x .37 1390.09

TOTAL AMOUNT DUE \$ 2,110.79

THANK YOU!

90040791023

INVOICE

April 29, 1988

Charles Stenholm
P.O. Box 1032
Stamford, Texas 79553

DUE ON OR BEFORE May 10, 1988

Programming Time:

Larry Danforth - Stamford Installation
Larry Danforth - 21 hours @ \$30 each

n/c 420
~~630.00~~

Computer Costs:

C.H. Love - Link for Computer to Laser Printer
Insurance - Once a year premium coverage

69.55
~~686.00~~

Newcomer Mailing:

One (1) roll of stamps
Personalized Letter & Envelope 100 @ .39
Folding & Stuffing 100 @ .06
One (1) enclosure 100 @ .05
Placing Postage 100 @ .05
Newcomer Mailing List - Credit Bureau

25.00
39.00
6.00
5.00
5.00
68.00

Graduation Letters:

Three line address & salutation - 1596 x .37

590.52

TOTAL AMOUNT DUE \$

~~2,124.07~~

THANK YOU!

00040791020

INVOICE

May 29, 1988

Charles Stenholm
P.O. Box 1032
Stamford, Texas 79553

DUE ON OR BEFORE June 10, 1988

Programming Time:

Larry Danforth - 12 hours @ \$30 360.00

Computer Costs:

NEC Printer Ribbons for Stamford 40.29
Drum Cartridge for Laser Printer 208.65

Newcomer Mailing:

Personalized Letter & Envelope 40 @ .39 15.60
Folding & Stuffing 40 @ .06 2.40
One (1) enclosure 40 @ .05 2.00
Placing Postage 40 @ .05 2.00
Newcomer Mailing List - Credit Bureau 68.00

Graduation Letters:

Three line address & salutation - 1047 x .37 387.39
OUTPUT:
Personalized letter & env. 6045 x .39 2,357.55
Fold and Stuff 6045 x .06 362.70
Place Postage 6045 x .05 302.25
One additional enclosure 6045 x .05 302.25
Printing of signature on letter 133.22

Contributor List:

Inputting of Contributors, Host, and Coordinators
1200 x .37 444.00

TOTAL AMOUNT DUE \$ 4,988.30

THANK YOU!

00040791027

INVOICE

June 29, 1988

Charles Stenholm
P.O. Box 1032
Stamford, Texas 79553

DUE ON OR BEFORE July 10, 1988

Programming Time:

Larry Danforth -	16 hours @ \$30	480.00
John Propst	26 hours @ \$35 + Tax	955.50

Software Cost:

Software Support Agreement - SCO - 1 yr contract	600.00
--	--------

Newcomer Mailing:

Personalized Letter & Envelope	40 @ .39	15.60
Folding & Stuffing	40 @ .06	2.40
One (1) enclosure	40 @ .05	2.00
Placing Postage	40 @ .05	2.00
Newcomer Mailing List - Credit Bureau		68.00
Two (2) rolls of Stamps		50.00

Contributor List:

Inputting of Contributors, Host, and Coordinators	
833 x .45	374.85

Funday:

Graphics - Funday Invitations	350.00
Printing - Funday Invitations - 20M Quantity	2,334.00

Parker Party:

Graphics - Design for Charlie Invitation	210.00
--	--------

TOTAL AMOUNT DUE \$ 5,444.35

THANK YOU!

0004071023

INVOICE

July 27, 1988

Charles Stenholm
P.O. Box 1032
Stamford, Texas 79553

DUE ON OR BEFORE August 10, 1988

Programming Time:

Larry Danforth -	25 hours @ \$30	750.00
John Propst	28 hours @ \$35 + Tax	1000.00

Computer Supplies:

Drum	208.65
Paper - 14 7/8 x 11	36.00

Newcomer Mailing:

Newcomer Mailing List - Credit Bureau	68.00
---------------------------------------	-------

Contributor List:

Outputting Contributors - Abilene and Out of Town	
Personalized Letter and Envelope 2017 @ .39	786.63
Signature on Letterhead	124.69
Inputting Prospects List 938 x .37	347.06

Parker Party:

Printing - Charlie Invitations	1,112.00
Graphics - Response Card	35.00
Printing - Response Card	89.00

TOTAL AMOUNT DUE \$ 4,557.03

THANK YOU!

90040791029

INVOICE

August 27, 1988

Charles Stenholm
P.O. Box 1032
Stamford, Texas 79553

DUE ON OR BEFORE September 10, 1988

Programming Time:

Larry Danforth -	28 hours @ \$30	840.00
John Propst	38 hours @ \$35 + Tax	1,342.81

Computer Supplies:

Newcomer Mailing:

Newcomer Mailing List - Credit Bureau	68.00
Personalized Letter & Envelope 160 @ .39	62.40
Folding & Stuffing 160 @ .06	9.60
One (1) Enclosure 160 @ .05	8.00
Placing Postage 160 @ .05	8.00

Contributor List:

Inputting Prospects List 555 x .37	205.35
Outputting Prospects List:	
Type Personalized Letter & Envelope 1493 @ .39	582.27
Fold & Stuff 1493 @ .06	89.58
Enclosures 1493 @ .05	74.65
Placing Postage 1493 @ .05	74.65

Parker Party:

Graphics - Funday Program	313.00
---------------------------	--------

Newspaper Coordination:

7 1/2% commission, Graphics, Stats, Staff time	979.69
--	--------

TOTAL AMOUNT DUE \$ 4,658.00

THANK YOU!

90040791030



Media Management Consultants, Inc.

INVOICE

September 28, 1988

Charles Stenholm
P.O. Box 1032
Stamford, Texas 79553

DUE ON OR BEFORE October 10, 1988

Programming Time:

Larry Danforth - 13 hours @ \$30	390.00
John Propst - programming	686.00

Computer Supplies:

Newcomer Mailing:

Newcomer Mailing List - Credit Bureau	68.00
Personalized Letter & Envelope 100 @ .39	39.00
Folding & Stuffing 100 @ .06	6.00
One (1) Enclosure 100 @ .05	5.00
Placing Postage 100 @ .05	5.00

Funday:

Printing of Program	1,751.72
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Parker Party:

Staff Time 12 hours @ \$30	360.00
Sound System	150.00
Stage	25.00

Brochure:

Brochure and Map 16 hrs @ \$35	560.00
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TOTAL AMOUNT DUE \$ 4,045.72

THANK YOU!

360
3685.72



Media Management Consultants, Inc.

INVOICE

October 24, 1988

Charles Stenholm
P.O. Box 1032
Stamford, Texas 79553

DUE ON OR RECEIPT November 10, 1988

PROGRAMMING TIME:

Larry Danforth - 27 hrs @ \$30	810.00
John Propst 9.7 hrs @ \$35 + Tax	341.06

NEWCOMER MAILING:

Newcomer Mailing List - Credit Bureau	68.00
Personalized Letter & Envelope 100 @ .39	39.00
Folding & Stuffing 100 @ .06	6.00
One (1) Enclosure 100 @ .05	5.00
Placing Postage 100 @ .05	5.00
One (1) Roll of Stamps	25.00

INPUT:

New Contributors	288 @ .75	171.00
New Prospects	487 @ .75	365.25
New Coordinators	49 @ .75	36.75

CORRECTIONS/UPDATES/DELETIONS

Existing Contributors	370 @ .25	92.50
Existing Prospects	116 @ .25	29.00
Existing Coordinators	13 @ .25	3.25

OUTPUT:

Hardcopy hand ck for duplications		
Contributors	2436 @ .05	121.80
Prospects	1397 @ .05	69.85

List Print Out		
Contributors	2436 @ .05	121.80
Prospects	1397 @ .05	69.85
Coordinators	240 @ .07	16.80

TOTAL DUE \$ 2396.91
THANK YOU!

SPECIAL CALLED MEETING

Minutes

Media Management Consultants, Inc.

March 1, 1988

Media Management Consultants, Inc. Conference Room

Meeting was called to order at 2:00PM by President Larry D. Danforth.

Those in attendance were:

Larry D. Danforth
David R. Perry

The minutes were read from the previous meeting and were accepted as read.

Treasurers Report:

The accounts report was reviewed and accepted as current and accurate as presented. A copy of the accountants report is to remain on file.

Old Business:

No old business was discussed.

New Business:

The special meeting was requested by David R. Perry to discuss a change in the way the Stenholm computer equipment loan was needing to be handled. David R. Perry reported that he had met with Dale King about the computer system. Due to a conversation Dale had with the Federal Election Committee, the loan made to MMC, Inc. should have been made to an individual. The motion was made by David Perry to move the computer loan and assets into his name, and to lease back the computer to MMC, Inc for normal business use. The discussion followed concerning the use of MMC, Inc. facilities for housing the computer. It was decided to ammend the motion to state that the computer would be housed at the MMC, Inc. offices with the rent on the space to offset any lease expenses on the lease back of the computer from David Perry. Larry D. Danforth seconded the motion and the motion carried.

There was no other business discussed.

The meeting was adjourned at 4:15PM.

00040791033

00C 1908
RECEIVED
FEDERAL ELECTION COMMISSION
ADMINISTRATIVE DIVISION

89 FEB 21 AM 10:10

Mar 2732

February 3, 1989

Ms. Ivonne Cotto
c/o Federal Election Commission
999 E. Street N.W.
Washington D.C. 20436

89 FEB 21 PM 4:34

Dear Ivonne:

I hope this letter finds you well. It seems that a lot of colds and flu are floating around here at the moment.

Following our discussion the other day I started pulling together documentation surrounding the discussion with F.E.C. officials I was telling you about.

The information is as follows:

On November 11-12, 1987, a member of Congressman Stenholms' staff attended a conference in Austin, Texas sponsored jointly by the Secretary of State and the Federal Elections Commission. While there, the staff person personally talked with Bobbie Werfel, Chief of Information Services, Douglas Patton, Special Deputy to the Clerk of the House of Representatives and to John Surina, Staff Director. In each conversation he reviewed the dealings with Media Management Consultants, Inc. and in each case was assured that no problem was involved so long as a fair interest rate was involved.

An interest rate of 10% was then decided on because it would be more than the Stehholm Committee would be receiving on their CD's and would be less than the bank charges that M.M.C., Inc. would encounter.

Subsequently on 2/26/88 a letter was received by Stenholm's Committee discussing 11 CFR 100, 7(a)(1)(E) and more especially part 114. Mr. John Surina was then called on Wednesday, 2/24 and said that "yes" he did remember the earlier conversation in Austin and said that he would visit with Linda Tangney. Mr. Surina visited with Linda Tangney and also Mark Davis with the House Ethics Committee. Based upon these discussions the Stenholm Committee notified M.M.C., Inc. a chapter S corporation, that our original promissory and security agreement would have to be cancelled and a new arrangement be drawn up so as to comply with F.E.C. rules and regulations as they, the Stenholm Committee, had been instructed.

Concerning your question on reimbursement here is how the entire arrangement was set up.

00040741034

90040791035

The Stenholm for Congress Committee loaned me as an individual the money to buy a computer system to do work for them. I then sold my contract for work and leased the equipment to M.M.C., Inc. The proceeds of that sale and lease were used by me to pay the monthly principle and interest for my ownership of the equipment. Understand too, the contract I sold to M.M.C. included many other tasks unrelated to the computer system including graphic arts, printing and production of envelopes, pamphlets, brochures, yardsigns, billboards, newspaper, radio, and television ads. The terms of the agreement of lease and sale were arbitrarily set by me to be an amount sufficient to meet my personal obligation to pay for the equipment. the reason the amount I received from M.M.C., Inc. each month was equal to the amount that I paid for the equipment seemed pretty simple to me. Why would I charge my own company any amount more than my obligation since my profit was made by the work M.M.C., Inc. did?

So I guess, Ivonne, my confusion is this. After we reworked the paperwork in March of '88 using the F.E.C.'s instructions, I don't see where there is any violation. I, as an individual, received a loan from the Stenholm Committee. With this loan I bought equipment to do work for them. I then leased the equipment and sold my contract for work to M.M.C., Inc. who did the work, invoiced the Stenholm organization and from the proceeds of the entire corporation, not just the Stenholm work, paid me an amount equal to my obligation for the equipment. I cannot see any violation in this simple straight forward business arrangement. It was all done openly by personal checks and paper filed at the courthouse. Not exactly the way someone would procede, it seems to me, if they were trying to hide their tracks and violate a law.

I appreciate the fact, and am glad you and your organization are diligent in persuing possible violation of campaign laws. It is easy to see if there were no regulation in this area that there would be a large potential for chaos. But I think in the case at hand that when all the facts are laid out you will be able to see that the intent was and is impeccable and what was missing were some dotted I's and crossed T's.

I remain ready to answer any further question you may have.

Sincerely,


David R. Perry

00C 2044

CHARLES E. BROWNFIELD, JR.

Attorney at Law

114 N. SWENSON
STAMFORD, TEXAS 79559
TELEPHONE 773-2769
AREA CODE 915

March 1, 1989

Ms. Ivonne Cotto
Federal Election Commission
999 E. St. NW
Washington, D.C. 20463

Re: MUR 2773
Stenholm for Congress Committee
and Charles E. Brownfield, Jr.,
as Treasurer

Dear Ms. Cotto:

I last talked to you on the phone on January 18, 1989 at which time you indicated I would be receiving additional correspondence concerning this matter. I have not received anything. You can appreciate that I am anxious to get this matter resolved in an orderly fashion.

Stenholm For Congress Committee has refunded the entire amount received from Media Management in the amount of \$21,439.61 and have removed all company equipment to our office herein in Stamford, Texas.

Hopefully we can get on with the pre-probable cause conciliation.

Sincerely yours,

Charles E. Brownfield Jr.

Charles E. Brownfield, Jr.
Treasurer for
Stenholm For Congress Committee

CEBjr:ss

RECEIVED
FEDERAL ELECTION COMMISSION
ADMINISTRATIVE DIVISION
89 MAR -6 AM 11:15

1989 MAR -6 PM 2:54

03016206000

DOC 2288

turn 2733

March 15, 1989

Ms. Ivonne Cotto
c/o Federal Election Commission
999 E Street N.W.
Washington D.C., 20436

Dear Ivonne:

Thank you for your patience in allowing me to get the enclosed information to you later than I had originally promised. Things are getting back to a semblance of normalcy.

I have included, per your request-

1. The UCC form filed at Taylor County Courthouse on March 11, 1988.
2. A reconstruction of the verbal agreement from March of 1988, alluded to in MMC's minutes dated March 1, 1988, sent to you in the original packet on 11/8/88; and again described in my letter dated February 3, 1989.
3. Copies of checks I wrote to the Stenholm organization in repayment of the computer loan.

Sincerely,

David R. Perry

FEDERAL ELECTION COMMISSION
89 MAR 27 PM 12:07

7
0
0
1
6
7
0
4
0
0
0

FILED FOR RECORD

1 O'CLOCK 25 MIN. PM

MAR 11 1988

1. Debtor(s) Name and Mailing Address: (Do not abbreviate)

DAVID R. PERRY
 810 G111
 Abilene, TX 79601

Microfilm Index Number: (Filing Officer's Use) JAMES LYONS

County Clerk, Taylor County, Texas
 Deputy

2. Secured Party(ies) Name and Mailing Address:

STERLING FOR CONGRESS COMMITTEE
 P.O. Box 1032
 Stamford, TX 79553

4. Assignee Name and Mailing Address:

5. This Financing Statement covers the following types (or items) of property.

(WARNING: If collateral is crops, fixtures, timber or minerals, read instructions on back.)

NUMBER	DESCRIPTION & MODEL NO.	SERIAL NO.
1	Emerald Systems Corp. XRX 6C-9000 (tape drive-compact disk)	29068782
1	AST 266 (compact disk)	042760
1	AST BND (screen)	005425
1	AST KB101 (keyboard unit)	012873
1	DEC Pinwriter CP7 FCC L.D. (Printer)	87289H)7
1	Epson EB12095-L (screen)	HL-70105624
1	Epson Equity I - 501A (compact disk)	102143
1	Epson Keyboard Unit - 503A	173273
1	UACADY - 230N	HL33
1	Microsoft In-Port Mouse FCC I.C.	C3K7PH9937
1	Power Conditioner (PS Sola) 25-00567	LR44950
1	Data Products LZR-1230 (laser printer)	03833
1	Data Products LZR-1230 (envelope feeder)	RC0822
1	Practical Peripherals Modem	707004
1	Tripp Lite battery Back-up System, Model # BC-1200	87263355
1	Wyse 60 (screen) Terminals	1F1008649
1	Wyse 60 (screen) Terminals	1F1008650

Check only
 if applicable

☐

Products of collateral are also covered.

☐

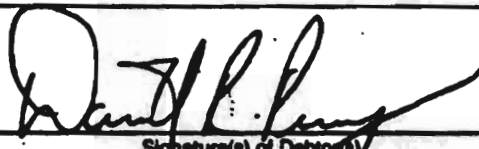
This Financing Statement is to be filed for record
 in the real estate records. Number of additional sheets presented _____

6. This Financing Statement is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or
- ☐ already subject to a financing statement filed in another county, or
- ☐ which is proceeds of the original collateral described above in which a security interest was perfected, or
- ☐ as to which the filing has lapsed, or
- ☐ acquired after a change of name, identity or corporate structure of the debtor.

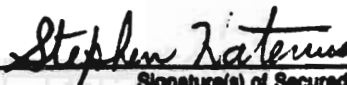
Use whichever signature line is applicable

By



Signature(s) of Debtor(s)

By



Signature(s) of Secured Party(ies)

DAVID R. PERRY

STEPHEN HATERIUS, Campaign Manager

This Financing Statement is presented to a Filing Office for filing pursuant to the Uniform Commercial Code—THE CODE COMPANY, P.O. BOX 20948, DALLAS, TEXAS 75220

(2) Filing Officer Copy—Acknowledgment

STANDARD FORM—FORM UCC-1 (Rev. 9/86) • 1988 OFFICE OF THE SECRETARY OF STATE OF TEXAS



MR. OR MRS. DAVID R. PERRY 6-00
 L.C. 8528212 8508215
 710 GILL PH. 677-1882
 ABILENE, TEXAS 79601

3448

Mar 1

88-117/1113

PAY TO THE
ORDER OF

Stenholm for Congress Committee
Two thousand eight hundred sixteen and 49/100 \$ 2813.49
 DOLLARS



First State Bank
 P.O. Box 3218 • Abilene, Texas 79604

MEMO *LOT 312-41 Paid 2501-*

David R. Perry

⑆⑆⑆⑆30⑆⑆77⑆⑆

43 772 7# 3448

⑆0000281349⑆



MR. OR MRS. DAVID R. PERRY 6-00
 L.C. 8528212 8508215
 710 GILL PH. 677-1882
 ABILENE, TEXAS 79601

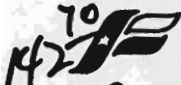
3461

March 4 1988

88-117/1113

PAY TO THE
ORDER OF

Stenholm for Congress Committee
One thousand one hundred seventy and 00/100 \$ 1,170.00
 DOLLARS



First State Bank
 P.O. Box 3218 • Abilene, Texas 79604

MEMO *Computer Payment*

David R. Perry

⑆⑆⑆⑆30⑆⑆77⑆⑆

43 772 7# 3461

⑆0000117000⑆



MR. OR MRS. DAVID R. PERRY 6-00
 L.C. 8528212 8508215
 710 GILL PH. 677-1882
 ABILENE, TEXAS 79601

3462

March 4 1988

88-117/1113

PAY TO THE
ORDER OF

Stenholm for Congress Committee
Eleven thousand two hundred fifty three and 27/100 \$ 11,253.27
 DOLLARS



First State Bank
 P.O. Box 3218 • Abilene, Texas 79604

MEMO *Computer Payment*

David R. Perry


⑆⑆⑆⑆30⑆⑆77⑆⑆

43 772 7# 3462

⑆00001125327⑆

900040791039

990040791040


FIRST STATE BANK
 D & V PERRY ASSOCIATES
 710 GILL, 677-1662
 ARLENE, TEXAS 79001
 299

PAY TO THE ORDER OF *Stephen L. Perry Committee*
April 4 1988
 Nine hundred six dollars and 18/100 \$ 906.18
 D & V PERRY ASSOCIATES
 DOLLARS

THIS CHECK IS VALID UNTIL THE FIRST OF JANUARY 1990
 Capital payment
 [for 136.18]
 [Per 750.00]

000299 • 1011301177 • 14 332 4*
 ⑈0000090618⑈

[illegible]

302
 D & V PERRY ASSOCIATES
 710 CHIL. 677-1662
 ABILENE, TEXAS 79601
 June 1 19 88
 PAY TO THE ORDER OF St. Mary's for Congress Committee
 Eight hundred ninety three and 00/100 \$893.00
 103.68 IN \$
 893.00
 Complete papers
 INSUFFICIENT FUNDS
 PERRY ASSOCIATES
 Dollars
 \$000302000113011770 14 332 LP
 000006893687

304

D & V PERRY ASSOCIATES
 710 GILL 677-1689
 ASILENE, TEXAS 79801

DATE 6/30/88 TIME 11:00 AM

TO THE ORDER OF St. Albans Country Club

Eight hundred eighty seven and 43/100 **DOLLARS**

THIS CHECK IS NON-NEGOTIABLE AND NOT VALID WITHOUT THE SIGNATURE OF THE ASSOCIATES

FIRST STATE BANK
 1000 MAIN STREET, TOLSON, OKLA.

1374.35 **PAID.**

750.00 **Paid.**

FIRST STATE BANK
ABILENE, TEXAS 79601

D & V PERRY ASSOCIATES
710 GILL 677-1662
ABILENE, TEXAS 79601

305

PAY TO THE ORDER OF

Stanholm for Congress Committee
Eight hundred eighty one and 18/100

Aug 10 1988

\$ 881.18

DOLLARS

Int.	131.18			
Prin.	750.00			

D & V PERRY ASSOCIATES
D. V. Perry

⑈000305⑈ ⑆111301177⑆ 14 332 4⑈

⑈0000088118⑈

FIRST STATE BANK
ABILENE, TEXAS 79601

D & V PERRY ASSOCIATES
710 GILL 677-1662
ABILENE, TEXAS 79601

307

PAY TO THE ORDER OF

Stanholm for Congress Committee
Eight hundred sixty eight and 68/100

Oct. 6 1988

\$ 868.68

DOLLARS

Int.	118.68			
Prin.	750.-			

INSUFFICIENT FUNDS BY ASSOCIATES

D. V. Perry

⑈000307⑈ ⑆111301177⑆ 14 332 4⑈

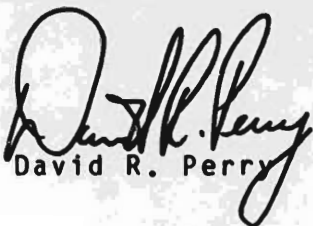
⑈0000086868⑈

March 1988

LETTER OF AGREEMENT

This letter of agreement is to serve as the written manifestation of the verbal agreement born out of the discussion in the "Special called Meeting" of Media Management Consultants, Inc. on March 1, 1988.

David Perry will lease his computer equipment to M.M.C., Inc. to perform contract work for the Stenholm for Congress Committee. In return M.M.C., Inc. will pay David Perry, as a monthly expense, an amount equal to his obligation for repayment of his loan to the Stenholm for Congress Committee. The equipment will be housed at the M.M.C., Inc. offices.


David R. Perry


Larry D. Danforth

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06C 2387

FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL

89 APR -7 PM 12:41

Turn 2733

3/29/89

Ms. Ivonne Cotto
c/o Federal Election Commission
999 E Street N.W.
Washington D.C., 20436

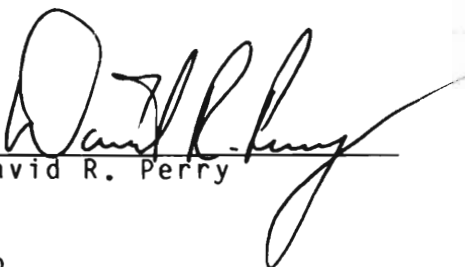
Dear Ivonne:

As per your request of this date I have enclosed the following information:

1. "Memorandum of Understanding"-
This understanding was assumed by M.M.C., Inc. when M.M.C., Inc. bought Marilyn Roberts' accounts in May of 1986. Subsequently I personally took over the Stenholm account, with the understanding of the Stenholm Committee, in March of 1988 and performed the exact same tasks as outlined in the memorandum.
2. "Checks from M.M.C., Inc. to David R. Perry"-
The three enclosed checks represent a portion of the payments made to me by M.M.C., Inc. for lease of my equipment and contract for work as we have previously discussed.

Should you require additional information please contact me.

Sincerely,


David R. Perry

dp
encl.

00040791044

First State Bank
P.O. Box 3218 • Abilene, Texas 79604

MMC

MEDIA MANAGEMENT CONSULTANTS, INC.
1541 N. 4TH 676-7330
ABILENE, TEXAS 79601

✓ 7846

PAY
TO THE
ORDER OF

David R. Perry

8/15 1988

88-117
1113

\$ 881

18

Eight Hundred eighty one & 18/100

DOLLARS

Stenholm Note

THIS CHECK IS DELIVERED FOR PAYMENT ON THE ACCOUNTS LISTED

Donna Palmer

⑈007846⑈ ⑆111301177⑆ 15 392 3⑈

⑈0000088118⑈

First State Bank
P.O. Box 3218 • Abilene, Texas 79604

MMC

MEDIA MANAGEMENT CONSULTANTS, INC.
1541 N. 4TH 676-7330
ABILENE, TEXAS 79601

7767

PAY
TO THE
ORDER OF

David R. Perry

7/5 1988

88-117
1113

\$ 887

43

Eight Hundred Eighty Seven & 43/100

DOLLARS

Stenholm Note

THIS CHECK IS DELIVERED FOR PAYMENT ON THE ACCOUNTS LISTED

Donna Palmer

⑈007767⑈ ⑆111301177⑆ 15 392 3⑈

⑈0000088743⑈

First State Bank
P.O. Box 3218 • Abilene, Texas 79604

MMC

MEDIA MANAGEMENT CONSULTANTS, INC.
1541 N. 4TH 676-7330
ABILENE, TEXAS 79601

✓ 7711

PAY
TO THE
ORDER OF

David R. Perry

6/8 1988

88-117
1113

\$ 893

68

Eight hundred ninety three & 68/100

DOLLARS

Stenholm Note

THIS CHECK IS DELIVERED FOR PAYMENT ON THE ACCOUNTS LISTED

Donna Palmer

⑈007711⑈ ⑆111301177⑆ 15 392 3⑈

⑈0000089368⑈

January 10, 1986

MEMORANDUM OF UNDERSTANDING: Marilyn Roberts & Associates
1052 North Fifth, Suite 109
Abilene, TX 79601

and

Stenholm for Congress Committee
P.O. Box 1032
Stanford, TX 79553

OBJECTIVES OF MEMORANDUM:

- (1) Provide a basic agreement for contracting the services of Marilyn Roberts to assist the Committee in planning, coordinating, and performing any action helpful to Congressman Stenholm.
- (2) This document is to prepare for any events that may develop and insure the services of a professional agency will be available. In the event of a contested election, the Committee and Marilyn Roberts will prepare a detailed contract.
- (3) Close cooperation must be maintained with the Committee and no action will be initiated by Marilyn without prior approval of the campaign manager.
- (4) Since it is illegal to use federal funds for campaign purposes and also illegal to use campaign funds for congressional activities, this is an attempt to clarify lines of responsibility outside the official duties of Congressman Stenholm and members of his staff.
- (5) As of this date, January 1986, we anticipate that there will be continuing reductions in funds for expenditures in congressional offices, more strict guidelines on the franking privileges, etc. With this agreement in place, we can move any activity deemed useful and appropriate to Marilyn smoothly and efficiently.

As examples of these possibilities: congratulatory letters to senior citizens on birthdays or direct mail similar to newsletters if these should be reduced or eliminated.

RESPONSIBILITIES OF MARILYN ROBERTS & ASSOCIATES:

- (6) Primarily in ABILENE to maintain high name identification for the Congressman supplemented with information about political activities aimed at individuals as opposed to the general media approach. Assist the Committee in making arrangements (when specifically requested) in ABILENE for public events.

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DIRECT MAIL to newcomers or unregistered voters with whatever enclosures are appropriate. This will necessitate securing mailing lists, collateral material preparation, writing letters, folding, mailing, etc.

Letterheads and envelopes with congressional headings have been purchased by the Committee imprinted "not printed at government expense". These will be kept in inventory for use by Marilyn.

Any portion of these functions deemed outside the sphere of legitimate congressional activity to the extent the decision is made to use funds from the Committee would be an example of those services Marilyn should perform.

- (7) Continue to assist the Committee with mailings to HIGH SCHOOL GRADUATING SENIORS from Abilene High School, Cooper High School, Wylie High School, and Abilene Christian Schools. A congratulatory letter for Congressman Stenholm's signature should be accompanied with a voter registration application and other materials.

Develop a plan for securing lists of graduates from other schools in the 17th District with the goal of including all as soon as it is possible to do so. It is understood that once a mailing is made to a community, it should be continued without interruption.

- (8) DIRECT MAIL as needed to any targeted group.

- (9) FUNDay, first Saturday after Labor Day each year.

Coordinate local arrangements for all guests of Congressman Stenholm. Design & layout support materials such as letterheads, logo, tickets, printed program, name tags, ribbons, decorations, et. Take bids on printing for consideration by the Committee.

- (10) MEDIA

Maintain current information on all newspapers, TV stations, & radio stations including political rates, deadlines, etc.

Arrange design and layout for ADVERTISING as needed.

- (11) NEWSPAPER POLITICAL COLUMNS in election years.

Contact all newspapers. Secure current information on charges. Send authorization as needed with enclosure of payment from Marilyn or Committee, whichever is dictated by circumstances.

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- (12) MARKETING PLANS for consideration by the Committee would be the responsibility of Marilyn for any media being considered including billboards, newspapers, radio, and television.
- (13) Begin work on a COLOR BROCHURE for general use similar to the one in use on the date of this memorandum.
- (14) Possible WORD PROCESSOR usage will include keeping current information on contributors including names, addresses and records of amounts. This duplicates records in the campaign office as a protection against loss.
- Do DIRECT MAIL from these records as needed.

TERMS:

- (15) This agreement is for ONE calendar year beginning January 1, 1986, and ending December 31, 1986. It will be reviewed on an annual basis or more often if requested by Marilyn or the Committee.
- (16) A RETAINER FEE of Four Hundred Dollars (\$400.00) will be paid to Marilyn each calendar month upon receipt of invoice.
- (17) Each monthly invoice will itemize SERVICES rendered during the month with extension and totals.
- (18) Advance work for activities not anticipated in this agreement will be negotiated and contracted at the time of the specific project. An example of this would be the Glenn visit to Abilene during the presidential campaign.
- (19) RATE SCHEDULE: (These rates are guaranteed through December 31, 1986).

General Word Processing Service = \$20.00 per hour

Other Word Processing Fees -

One-time program set-up fee	25.00
Letter set-up fee	15.00
Three Line address & salutation	.32 each
Additional lines (addresses)	.06 each
Corrections & deletions to list	.25 each
In put of new contributors or longer entries such as coordinators	.75 each

Direct Mail Fees -

Personalized letter & envelope	.35 each
Type envelope only	.20 each
Fold & stuff letter	.03 each
Place postage	.02 each
Staple, paper clip, etc	.02 each
Copies	.10 each

Each additional enclosure - folding & stuffing	.02 each
---	----------

Print Outs (Partial or complete lists) -

Up to 100 names & data	.10 each
101 to 250	.07 each
251 to 500	.06 each
over 500	.05 each

Consultation Fee	\$50.00 per hour
------------------	------------------

Additional art work, graphic design,
type setting, layout, mark ups,
at standard agency rates.

Additional pass through items such as
postage, purchases made for Committee,
etc with no mark up by Marilyn.

(20) This agreement is terminated in any month Marilyn Roberts &
Associates ceases to function and/or is unable to fulfill the
responsibilities enumerated in this memorandum.

SIGNED:

Stephen Haterius
Campaign Manager

date

Marilyn Roberts

date

90040791049

BEFORE THE FEDERAL ELECTION COMMISSION

89 AUG 30 PM 2:34

In the Matter of

Stenholm for Congress Committee and
Charles E. Brownfield, Jr., as treasurer
Media Management Consultants, Inc.

MUR 2733

SENSITIVE

GENERAL COUNSEL'S REPORT

I. BACKGROUND

On October 18, 1988, the Commission found reason to believe that the Stenholm for Congress Committee (hereinafter "Committee"), and Charles E. Brownfield, Jr., as treasurer, violated 2 U.S.C. § 441b and 11 C.F.R. § 100.7(a)(1)(i)(E), by accepting loan principal repayments and interest payments from the corporate treasury of Media Management Consultants, Inc. (hereinafter "MMC, Inc."). Additionally, the Commission found reason to believe that MMC, Inc., violated 2 U.S.C. § 441b by making payments of loan principal and interest to the Committee from its corporate treasury. The Committee responded to these findings and requested pre-probable cause conciliation on November 7, 1988. (Attachment 1). MMC, Inc. also has requested pre-probable cause conciliation. (Attachment 2). At the same time, however, MMC, Inc., provided information which raised questions as to whether additional violations of the Federal Election Campaign Act had occurred.

II. ANALYSIS

A. Statutory Provisions

11 C.F.R. § 100.7(a)(1)(i)(E) states that if a political committee makes a loan to any person such loan shall be subject to the limitations of 11 C.F.R. § 110. Repayment of the

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principal shall not be a contribution by the debtor to the lender committee, but repayment shall be made with funds which are subject to the prohibitions of 11 C.F.R. §§ 110.4(a) and 114. Pursuant to 2 U.S.C. § 441b(a) and 11 C.F.R. § 114, it is unlawful for any corporation to make a contribution or expenditure in connection with any federal election or for any candidate, political committee, or other person knowingly to accept or receive any corporate contribution.

2 U.S.C. § 441f prohibits the making of contributions in the name of another person, knowingly permitting one's name to be used to make such contributions, or knowingly accepting any such contribution.

B. Committee Reports

The Committee reported a total of \$30,200.00 in loans to MMC, Inc. in August and September, 1987. Later, in December, 1987 and January, 1988, the Committee reported the receipt of repayments totalling \$13,075.99 from MMC, Inc. When notified by RAD that the repayments could not come from impermissible sources, the Committee made refunds to MMC, Inc. of \$14,066.76 on February 29, 1988.

In its 1988 April Quarterly Report the Committee reported as "other receipts" in March a total of \$15,094.06 from David R. Perry for "principal" and \$141.70 for interest.

C. Responses to Reason to Believe Determinations

In response to the Commission's finding of reason to believe and to questions sent with the notification, the Committee explained that an agreement was reached in June, 1987, for it to

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loan money to MMC, Inc., for the purchase of computer equipment. According to the Committee, this loan was "to finance the project as this equipment was primarily to meet the needs of the committee." MMC, Inc., provided the computer equipment as collateral for the loan. (Attachment 1(2)).

As a result of RAD's request for information in February, 1988 regarding the loan repayments and interest payments received from MMC, Inc., the Committee refunded those payments to the corporation. According to respondents, in order to resolve the problem of the Committee's inability to accept loan repayments and interest payments from MMC, Inc., David R. Perry and Larry Danforth, the principal owners of MMC, decided at a special meeting held on March 1, 1988, to transfer ownership of the computer equipment to Mr. Perry so future repayments and interest payments would come from permissible sources, and to "lease back the computer to MMC, Inc. for normal business use." The minutes of the meeting state further that "the computer would be housed at MMC, Inc. offices with the rent on the space to offset any lease expenses on the lease back of the computer from David Perry." (Attachment 2(7)). Mr. Perry then began, on March 1, making payments to the Committee from his own account. (Attachments 1(5) and 5(3)).

The Committee made an additional \$2,645.00 loan to Mr. Perry on March 7, 1988. According to MMC, Inc., this latter loan was made to Mr. Perry "as an individual and not as an agent of MMC, Inc." (Attachment 2(5)). The Committee has stated that this loan

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was not to be used by MMC, Inc., but rather "was to be used by Mr. Perry on the premises of MMC., Inc." (Attachment 4).

In its response to the Commission's interrogatories, MMC, Inc., also stated that Mr. Perry had been partially reimbursed by the corporation for his loan repayments and interest payments to the Committee. MMC, Inc. further stated that Mr. Perry would be reimbursed for any additional repayments and interest payments made to the Committee on the \$2,645.50 loan. (Attachment 2(5)). As part of the Committee's response, Mr. Dale King, field representative for the Committee, stated that "it is apparent that funds [for the repayments] came indirectly from MMC, Inc." (Attachment 1(10)).

D. Additional Responses

The above information concerning the reimbursements of Mr. Perry by MMC, Inc., raised the possibility of an additional violation of 2 U.S.C. § 441b by the Committee and the corporation. On January 18, 1989, this Office contacted Mr. Perry with regard to his receipt of said reimbursements from MMC, Inc. During the discussion Mr. Perry stated that he would send a letter with a more detailed explanation pertaining to his substitution as the payee on the loan to the Committee and to the related payments which he had received from MMC, Inc.

Based on letters dated February 3, 1989, and March 29, 1989, from Mr. Perry (Attachments 3(1) and 4(1)), the following information has been gleaned. At the time Mr. Perry was substituted as the borrower on the loan from the Committee, he

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also held a work contract with the Stenholm Committee which had come to him following the purchase by MMC, Inc. of accounts held by Marilyn Roberts when she joined the corporation as an employee in 1986. (According to a telephone conversation with Mr. Perry, the Stenholm account became his and he took it "outside the corporation."^{1/}) It is not clear exactly when he took over the account, although the letter to this Office from Mr. Perry dated March 29, 1989, sets the date as March, 1988. (Attachment 4(1)).

In March, 1988 Mr. Perry sold his work contract with the Committee to MMC, Inc., and leased the computer equipment back to MMC, Inc., for which transactions he received payments from the corporation equal to the loan-related payments he was making to the Committee. In his February 3, 1989, letter to this Office, Mr. Perry stated that "[t]he proceeds of that sale were used by me to pay the monthly principle [sic] and interest for my ownership of the equipment." He further stated that the "terms of the agreement of lease and sale were arbitrarily set by me to be an amount sufficient to meet my personal obligation to pay for the equipment. The reason the amount I received from MMC, Inc., each month was equal to the amount that I paid for the equipment seemed pretty simple to me. Why would I charge my own company more than my obligation since my profit was made by the work MMC, Inc.,

^{1/} The provisions of the work contract are set out in a Memorandum of Understanding initially entered into by the Stenholm for Congress Committee and Marilyn Roberts' Associates. (Attachment 4(3-6)).

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did?" (Attachment 3(2)). Mr. Perry stresses in his letter that this was a "straight forward business agreement" and that "it was all done openly by personal checks and paper filed at the court house." On March 15, 1989, Mr. Perry furnished this Office with a copy of the Financing Statement filed on March 11, 1988, at the Taylor County Courthouse. (Attachment 5(2)). This form describes in detail the computer equipment being used as collateral, with the Committee as the "secured party" and Mr. Perry as the "debtor."

This Office has also been sent copies of checks made payable to the Committee for loan repayments totalling \$21,439.61 which were written on Mr. Perry's personal checking account (Attachment 1(5), 5(3-6)); copies of three checks from MMC, Inc. to Mr. Perry bearing the notation "Stenholm Note" and written for the same amounts as three of the checks from Mr. Perry to the Committee (Attachment 4(2)); and a reconstruction of the March, 1988, agreement signed by Mr. Perry and Mr. Danforth concerning the leasing of the computer to MMC, Inc., and the payment to Perry of monthly amounts equal to his obligations to the Committee. (Attachment 5(7)).

In a letter received from the Committee received on March 6, 1989, Mr. Brownfield stated that the Committee has refunded all payments received from MMC, Inc., totalling \$21,439.61 (the total of Mr. Perry's payments to the Committee) and has transferred the computer equipment to its own office.^{2/} (Attachment 6).

^{2/} The Committee's 1989 Mid-Year Report discloses refunds to Mr. Perry on January 26, 1989, totalling \$21,4339.61 for principal and interest on the loan at issue.

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E. Discussion

Pursuant to 2 U.S.C. § 441b(b)(2), a "contribution or expenditure" shall include any direct or indirect payment, distribution, loan, advance, deposit, or gift of money, or any services, or anything of value ... to any candidate, campaign committee, or political party or organization, in connection with any election" for federal office. Loan repayments from a corporation to a principal campaign committee constitute payments in connection with an election and thus are prohibited by Section 441b. If MMC, Inc. made reimbursements to Mr. Perry for his loan repayments to the Committee, a violation of 2 U.S.C. § 441b would result in addition to the violation occasioned by MMC's initial direct repayments to the Committee. In addition, MMC, Inc., and the Committee would be in violation of 2 U.S.C. § 441f by making and accepting contributions in the name of David J. Perry. Further, David Perry would be in apparent violation of 2 U.S.C. § 441f by permitting his name to be used to make a corporate contribution, and David Perry and Larry Danforth, as officers of MMC, Inc., would be in apparent violation of 2 U.S.C. § 441b for consenting to a prohibited contribution. Additionally, the Commission has interpreted Section 441f to apply to those who actively assist in the making of contributions in the name of another. Therefore, Larry Danforth would be in apparent violation of 2 U.S.C. § 441f as a result of his actions in voting to transfer the debt obligation to David Perry and otherwise assisting in the making of MMC, Inc., payments to the Committee in the name of

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Mr. Perry.^{3/}

It is apparently MMC, Inc.'s position that there was no violation of law in the situation involving the repayments of the Committee loan by Mr. Perry because the MMC, Inc. payments to him were installment payments for the leasing of the computer and for the work contract with the Committee. Thus Mr. Perry's payments to the Committee were assertedly made with personal funds which he had received as payments for a debt owed to him by MMC, Inc., and thus they did not constitute reimbursements for his payments on the Committee's loan.

It is the position of this Office that while the debt owed the Committee for the computer-related loan became the obligation of David Perry, and while MMC, Inc., apparently incurred obligations to make payments to David Perry for the lease of the computer and for his rights to the Stenholm work contract, these various obligations were in fact only the end result of a series of steps designed to facilitate the corporation's repayment of the Committee for a loan which ultimately benefited the corporation by furnishing it with a computer it could not otherwise obtain. This position is supported by the notation, "Stenholm Note", on checks used to make MMC's payments to David

^{3/} As noted above, 11 C.F.R. § 100.7(a)(1)(i)(E) explicitly exempts repayments of a loan to a political committee from the definition of "contribution". However, according to the Explanation and Justification for the regulations promulgated pursuant to the 1977 Amendments to the FECA, House Document No. 95-44, January 12, 1977, this regulatory exemption was included only for purposes of the limitations at 2 U.S.C § 441a. There is nothing in the regulatory language which would permit application of the exemption to corporate contributions prohibited by 2 U.S.C. § 441b or to the making of contributions in the name of another prohibited by 2 U.S.C. § 441f.

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Perry in 1988. The corporation in fact remained the ultimate source of the monies to be used by Mr. Perry to make the repayments. Therefore, even though the loan repayments and interest payments made to the Committee in 1988 by David Perry were made from his personal account, the fact that he received payments from the corporation admittedly closely tied to his payments to the Committee in dates, amounts and intent results in indirect corporate payments to the Committee and thus in a violation of 2 U.S.C. § 441b by MMC, Inc. Because the Committee was aware that repayments from David Perry were coming indirectly from MMC, Inc., it violated 2 U.S.C. § 441b by accepting those repayments as well as by accepting the earlier repayments made by MMC, Inc., directly.

After learning that the corporation could not make direct loan repayments to the Committee, David Perry and Larry Danforth, acting as officers of MMC, Inc. at the March 1, 1988 special meeting of the corporation, voted to transfer the computer loan and assets to David Perry. (See Attachment 2(7)). Thus the mechanism by which the prohibited contributions were made to the Committee was set up as a result of the actions of these two officers of MMC, Inc. Accordingly, this Office further recommends that the Commission find reason to believe that Larry Danforth and David Perry, as officers of MMC, Inc., violated 2 U.S.C. § 441b(a) by consenting to prohibited contributions.

Because the mechanism used by MMC, Inc., to make repayments to the Committee resulted in money being passed from MMC, Inc. to

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the Committee under David Perry's name, this Office also recommends that the Commission find reason to believe that the Committee violated 2 U.S.C. § 441f by accepting corporate contributions made by MMC, Inc. in the name of David Perry, that David Perry violated 2 U.S.C. § 441f by knowingly permitting his name to be used to effect a corporate contribution from MMC, Inc., that Larry Danforth violated § 441f by assisting in the making of corporate contributions in the name of David Perry, and that MMC, Inc., violated § 441f by making corporate contributions to the Committee in the name of David Perry.

The Committee and MMC, Inc., have requested pre-probable cause conciliation and have agreed to the incorporation of new violations into any proposed agreements. Accordingly, this Office recommends that the Commission enter into pre-probable cause conciliation with the Stenholm for Congress Committee and Charles E. Brownfield, Jr., as treasurer, and with Media Management Consultants, Inc., the proposed agreements to include the findings of additional violations being recommended in this report.

III. DISCUSSION OF CONCILIATION AND CIVIL PENALTY

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IV. RECOMMENDATIONS


1. Find reason to believe that the Stenholm for Congress Committee and Charles E. Brownfield, Jr., as treasurer, violated 2 U.S.C. § 441f.
2. Find reason to believe that David Perry violated 2 U.S.C. § 441f.
3. Find reason to believe that MMC, Inc. violated 2 U.S.C. § 441f.
4. Find reason to believe that Larry Danforth violated 2 U.S.C. § 441f.
5. Find reason to believe Larry Danforth and David Perry, as officers of Media Management Consultants, Inc., violated 2 U.S.C. § 441b(a).
6. Enter into conciliation with the Stenholm for Congress Committee and Charles E. Brownfield, Jr., as treasurer, prior to a finding of probable cause to believe.
7. Enter into conciliation with Media Management Consultants, Inc., prior to a finding of probable cause to believe.

Lawrence M. Noble
General Counsel

Date

8-30-89

By:


Lois G. Lerner
Associate General Counsel

Attachments

1. Request for conciliation from Stenholm for Congress Committee and answers to interrogatories
2. Request for conciliation from Media Management Consultants, Inc. and answers to interrogatories
3. Letter from Mr. Perry dated February 3, 1989
4. Letter from Mr. Perry dated March 29, 1989
5. Letter from Mr. Perry dated March 15, 1989

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6. Letter from Charles E. Brownfield, Jr. dated March 6, 1989
7. Factual and Legal Analyses (4)
8. Proposed conciliation agreements and letters to MMC, Inc., and the Stenholm for Congress Committee
9. Letters to Larry Danforth and David Perry

Staff Assigned: Anthony Buckley

90040791061



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

MEMORANDUM

TO: LAWRENCE M. NOBLE
GENERAL COUNSEL

FROM: MARJORIE W. EMMONS /DELORES R. HARRIS *DPN*
COMMISSION SECRETARY

DATE: SEPTEMBER 5, 1989

SUBJECT: MUR 2733 - GENERAL COUNSEL'S REPORT
DATED AUGUST 30, 1989

The above-captioned document was circulated to the
Commission on Thursday, August 31, 1989 at 11:00 a.m..

Objection(s) have been received from the Commissioner(s)
as indicated by the name(s) checked below:

Commissioner Aikens	_____
Commissioner Elliott	_____
Commissioner Josefiak	_____ <i>xxxx</i> _____
Commissioner McDonald	_____ <i>xxxx</i> _____
Commissioner McGarry	_____
Commissioner Thomas	_____

This matter will be placed on the meeting agenda
for Tuesday, September 19, 1989 at 10:00 a.m..

Please notify us who will represent your Division before the
Commission on this matter.

90040791062

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

Stenholm for Congress Committee
and Charles E. Brownfield, Jr., as
treasurer; Media Management
Consultants, Inc.

MUR 2733

CERTIFICATION

I, Hilda Arnold, recording secretary for the Federal
Election Commission executive session of September 19, 1989,
do hereby certify that the Commission decided by a vote of
5-1 to take the following actions in MUR 2733:

1. Reject Recommendations Numbered 1, 2, 3,
4 and 5 in the General Counsel's Report
dated August 30, 1989.
2. Enter into conciliation with the Stenholm
for Congress Committee and Charles E.
Brownfield, Jr., as treasurer, prior to a
finding of probable cause to believe.
3. Enter into conciliation with Media Management
Consultants, Inc., prior to a finding of
probable cause to believe.
- 4.
5. Send the appropriate conciliation agreements
and letters.

Commissioners Aikens, Elliott, Josefiak, McDonald and
McGarry voted affirmatively for the decision: Commissioner
Thomas dissented.

Attest:

9/20/89
Date

Hilda Arnold
Hilda Arnold
Administrative Assistant
Office of the Secretariat

90040791065



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

September 25, 1989

Charles E. Brownfield, Jr., Treasurer
Stenholm for Congress Committee
Box 1032
Stamford, TX 79553

RE: MUR 2733
Stenholm for Congress Committee
and Charles E. Brownfield, Jr.,
as treasurer

Dear Mr. Brownfield:

On October 18, 1988, the Federal Election Commission found reason to believe that the Stenholm for Congress Committee and you, as treasurer, violated 2 U.S.C. § 441b and 11 C.F.R. § 100.7(a)(1)(i)(E). At your request, on September 19, 1989, the Commission determined to enter into negotiations directed towards reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe.

Enclosed is a conciliation agreement that the Commission has approved in settlement of this matter. If you agree with the provisions of the enclosed agreement, please sign and return it, along with the civil penalty, to the Commission. In light of the fact that conciliation negotiations, prior to a finding of probable cause to believe, are limited to a maximum of 30 days, you should respond to this notification as soon as possible.

If you have any questions or suggestions for changes in the agreement, or if you wish to arrange a meeting in connection with a mutually satisfactory conciliation agreement, please contact Anthony Buckley, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

Lois G. Lerner
BY: Lois G. Lerner
Associate General Counsel

Enclosure
Conciliation Agreement

90040791064



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

September 25, 1989

David R. Perry
Media Management Consultants, Inc.
1541 N. 4th Street
Abilene, TX 79601

RE: MUR 2733
Media Management
Consultants, Inc.

Dear Mr. Perry:

On October 18, 1988, the Federal Election Commission found reason to believe that Media Management Consultants, Inc. ("MMC, Inc.") violated 2 U.S.C. § 441b. At your request, on September 19, 1989, the Commission determined to enter into negotiations directed towards reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe.

Enclosed is a conciliation agreement that the Commission has approved in settlement of this matter. If you agree with the provisions of the enclosed agreement, please sign and return it, along with the civil penalty, to the Commission. In light of the fact that conciliation negotiations, prior to a finding of probable cause to believe, are limited to a maximum of 30 days, you should respond to this notification as soon as possible.

If you have any questions or suggestions for changes in the agreement, or if you wish to arrange a meeting in connection with a mutually satisfactory conciliation agreement, please contact Anthony Buckley, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

Lois G. Lerner
BY: Lois G. Lerner
Associate General Counsel

Enclosure
Conciliation Agreement

00040791063



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

October 20, 1989

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Charles E. Brownfield, Jr., Treasurer
Stenholm for Congress Committee
Box 1032
Stamford, TX 79553

RE: MUR 2733
Stenholm for Congress
Committee and Charles E.
Brownfield, Jr., as treasurer

Dear Mr. Brownfield:

On September 25, 1989, you were notified that, at your request, the Federal Election Commission determined to enter into negotiations directed toward reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe. On that same date you were sent a conciliation agreement offered by the Commission in settlement of this matter.

Please note that conciliation negotiations entered into prior to a finding of probable cause to believe are limited to a maximum of 30 days. To date, you have not responded to the proposed agreement. The 30 day period for negotiations will soon expire. Unless we receive a response from you within five days, this Office will consider these negotiations terminated and will proceed to the next stage of the enforcement process.

Should you have any questions, please contact Anthony Buckley, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

BY: Lois G. Lerner
Associate General Counsel

00040791060



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

October 20, 1989

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

David R. Perry
Media Management Consultants, Inc.
1541 N. 4th Street
Abilene, TX 79601

RE: MUR 2733
Media Management
Consultants, Inc.

Dear Mr. Perry:

On September 25, 1989, you were notified that, at your request, the Federal Election Commission determined to enter into negotiations directed toward reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe. On that same date you were sent a conciliation agreement offered by the Commission in settlement of this matter.

Please note that conciliation negotiations entered into prior to a finding of probable cause to believe are limited to a maximum of 30 days. To date, you have not responded to the proposed agreement. The 30 day period for negotiations will soon expire. Unless we receive a response from you within five days, this Office will consider these negotiations terminated and will proceed to the next stage of the enforcement process.

Should you have any questions, please contact Anthony Buckley, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

BY: *Lois G. Lerner*
Lois G. Lerner
Associate General Counsel

0004071067

OGC 4332

RECEIVED
FEDERAL ELECTION COMMISSION
MAIL ROOM

CHARLES E. BROWNFIELD, JR.

89 OCT 23 AM 9:53
Attorney at Law

114 N. SWENSON
STAMFORD, TEXAS 79559
TELEPHONE 778-2769
AREA CODE 815

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL

89 OCT 23 PM 1:37

October 16, 1989

Mr. Anthony Buckley
Federal Election Commission
999 East Street, NW
Washington, D.C. 20463

Re: MUR 2733
Stenholm for Congress Committee and Charles E. Brownfield, Jr., as
Treasurer

Dear Mr. Buckley:

I am in receipt of your Conciliation Agreement in the above matter. I received it September 27, 1989.

This matter first came to my attention by notice on October 21, 1988. Thereafter we answered interrogatories and visited with the attorney handling the matter by phone. On November 3, 1988 by letter to your Commission I requested the right to pursue pre-probable cause conciliation. My file reflects that I talked to the attorney handling the matter on January 18, 1989 at which time I was advised that my office would be receiving additional information in the above matter. I indicated to Counsel at that time that I thought that the proper solution was for the Stenholm For Congress Committee to refund the entire amount of money that we had received from Media Management and/or David R. Perry as payment on the loan. We did refund the entire principal and interest we had received in the amount of \$21,439.61 by check dated January 26, 1989, payable to David R. Perry. On March 1, 1989 I wrote Counsel for your Commission indicating my anxiousness to resolve the matter in an orderly fashion. On March 14, 1989 I was contacted by Counsel for your Commission in response to my letter dated March 1, 1989. I was advised to not get impatient, that I would hear from the commission after a while. I heard nothing until May 9, 1989 in response to a call I had made. I was informed by Counsel for your Commission that there was no recommendation yet, that there is no time period, but hopefully you would have something soon. On July 27, 1989, when I called for Counsel I had been talking to previously, I was told she was no longer with the Commission. I talked to the Counsel who had been assigned this file. I again expressed my

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CHARLES E. BROWNFIELD, JR.

ATTORNEY AT LAW

October 16, 1989

Mr. Anthony Buckley

Page 2

concern, because of the time involved. She told me she was swamped, but that it should go to the Commission in the next week or so. Thereafter on September 25, 1989 I received your Conciliation Agreement. I re-iterate this time schedule so that you may know the total length of time that I have been involved with this process.

Sincerely yours,

Charles E. Brownfield Jr.

Charles E. Brownfield, Jr.

CEBjr:ss

cc: Congressman Charles Stenholm
1226 Longworth Office Bldg.
Washington, D.C. 20515

90040791069

RECEIVED
FEDERAL ELECTION COMMISSION
MAIL ROOM

69 OCT 26 AM 10:34

DEC 4390

10/20/89

Mr. Tony Buckley
Federal Election Commission
999 E Street North West
Washington, D.C. 20463

RE: MUR 2733

Dear Tony:

Per your request of this date I submit this letter regarding MUR 2733.

In June of 1987 Media Management Consultants, Inc. approached, then client, The Stenholm for Congress Committee, with a potential solution for a growing perceived problem of the committee. That problem being the timely and efficient communication with constituents in the 17th Congressional District. Since M.M.C., Inc. was already handling all direct mailings, radio, television and newspaper promotion for the committee it seemed a logical conclusion for M.M.C., Inc. to incorporate a state-of-the-art computer system to streamline growing communications needs. One main drawback was that although M.M.C., Inc. had the technical expertise to handle such a system it did not have adequate capital to purchase the equipment. At that point the Committee offered to advance M.M.C., Inc. the funds necessary.

Retrospect, of course, is a great teacher and looking back now, naturally, it can be seen what should have been done differently. But looking at it then, we were working with a congressman whose staff had been in place for almost a decade with some members of it who had worked in Washington circles for several decades. Although we realized that there were regulations that needed to be adhered to, what reason was there for a small business such as ours to second guess the Committee staff? All we wanted was the equipment in order to do the work. So we simply followed the direction of the Committee staff never giving thought to any eventual problems.

After setting up the equipment we were given every indication by the Committee that M.M.C., Inc. was performing its work on the equipment in an exemplary manner given the frustrations of bringing everyone up to speed on new hardware and software. Even

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FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL
69 OCT 26 PM 12:03

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at the point that M.M.C., Inc. was "dropped" by the Committee we were told we were doing a good job. Shortly after we received our first communication from the F.E.C. concerning possible problems in the way the equipment process had been handled, we were told, "You have done great work for us on this and other projects over the years, but now for purely political reasons we will not be able to use your services further."

As I mentioned on the phone today there have been several instances in my career where I have lost accounts for producing campaigns which didn't work for a client. Accounts tend to be volatile in the advertising field as a rule. But this was the first time that I had been dropped because of something that was going well!

Subsequently M.M.C., Inc. found itself.. 1. without its major client and major source of revenue. 2. in the midst of an economic downturn in the Southwest U.S. economy, and 3. staring at a inch tall stack of paper from an organization called the Federal Election Commission saying in essence that "we" had messed up.

Academically I then realized that we were in the midst of one of those "ignorance is no excuse of the law" situations and didn't really know how we had gotten there. I knew the "intent" of the Committee and M.M.C., Inc. at the inception and had left all bases to be covered by the Committee. I was soon to find also that we were to "swim" by ourselves since the attorney for the Committee was merely interested in his own "political fallout" rather than being concerned too that M.M.C.'s plight was of their making.

All things considered, M.M.C., Inc. was in no financial position to secure legal counsel in October 1988 even if there had been an attorney in the Abilene area who was versed in F.E.C. matters. I must say quite sincerely at this point that my pre-conceived ideas of Washington bureaucracy have been positively tempered by those at the F.E.C. with whom I have come in contact. Ivonne Cotto was especially patient and kind as I have tried to work through a most unfamiliar process, by myself, this past year.

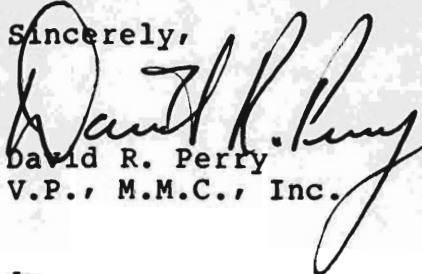
The resulting situation is this. In February of this year M.M.C., Inc. ceased business. The corporation will be dissolved as soon as all applicable matters have been resolved. There are no employees and there is no bank account. The only assets are a couple of desks and chairs. I now work by myself maintaining and selling direct mail lists for this area. The combined income of myself and my wife, who is a first grade teacher, is barely

sufficient to maintain our family of five. I say this to say that if there has to be some kind of monetary penalty then whatever it is I will undoubtedly need to appeal for a pay-out of a few months if that is possible.

In concluding, and if I could be presumptuous by being my own judge for a moment, I wish to point out that in the interest of serving justice, possibly I have already paid by losing my business and by that losing a six year source of secure income which no longer exists.

If you should judge though that further penalty is deemed necessary in this case then I will continue to work with you as quickly as possible to work toward a speedy and amicable resolution to this matter.

Sincerely,



David R. Perry
V.P., M.M.C., Inc.

drp

00040791072

RECEIVED

90 JAN -5 AM 9:54

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)

Stenholm for Congress Committee)
and Charles E. Brownfield, Jr.,)
as treasurer)

Media Management Consultants, Inc.)

MUR 2733

SENSITIVE

GENERAL COUNSEL'S REPORT

I. BACKGROUND

Attached are two conciliation agreements. (Attachments 1 and 2). The first agreement has been signed by Charles E. Brownfield, Jr., the treasurer of the Stenholm for Congress Committee ("the Committee"), regarding the Committee's violation of 2 U.S.C. § 441b and 11 C.F.R. § 100.7(a)(1)(i)(E). The second agreement has been signed by David Perry of Media Management Consultants, Inc. ("MMC, Inc."), and regards that company's violation of 2 U.S.C. § 441b.

A. Stenholm for Congress Committee

00040791073

90040791074

B. Media Management Consultants, Inc.

90040791075

II. RECOMMENDATIONS

1. Accept the attached conciliation agreement with Media Management Consultants, Inc.
2. Close the file as to this respondent.
3. Reject the attached counter-proposed agreement submitted by Stenholm for Congress Committee and Charles E. Brownfield, Jr., as treasurer.
4. Approve the attached revised agreement and letters.

Lawrence M. Noble
General Counsel

Date

1/4/90

BY:


Lois G. Lerner

Associate General Counsel

Attachments

1. Conciliation Agreement for Stenholm for Congress Committee and Charles E. Brownfield, Jr., as treasurer
2. Conciliation Agreement for Media Management Consultants, Inc.
3. Letter from Charles E. Brownfield, Jr.
4. Letter from David Perry
5. Proposed Conciliation Agreement
6. Proposed Letters (2)

Staff Assigned: A. Buckley

00040791070

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
Stenholm for Congress Committee) MUR 2733
and Charles E. Brownfield, Jr.,)
as treasurer)
Media Management Consultants,)
Inc.)

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on January 9, 1990, the Commission decided by a vote of 5-1 to take the following actions in MUR 2733:

1. Accept the conciliation agreement with Media Management Consultants, Inc., as recommended in the General Counsel's Report dated January 4, 1990.
2. Close the file as to this respondent.
3. Reject the counter-proposed agreement submitted by Stenholm for Congress Committee and Charles E. Brownfield, Jr., as treasurer, as recommended in the General Counsel's Report dated January 4, 1990.
4. Approve the revised agreement and letters, as recommended in the General Counsel's Report dated January 4, 1990.

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

Attest:

1-10-90
Date

Marjorie W. Emmons
Marjorie W. Emmons
Secretary to the Commission

Received in the Secretariat: Fri., Jan. 5, 1990 9:54 a.m.
Circulated to the Commission: Fri., Jan. 5, 1990 12:00 p.m.
Deadline for vote: Tues., Jan. 9, 1990 4:00 p.m.

90040791077



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

January 16, 1990

David R. Perry
710 Gill
Abilene, TX 79601

RE: MUR 2733
Media Management
Consultants, Inc.

Dear Mr. Perry:

On January 9, 1990, the Federal Election Commission accepted the signed conciliation agreement submitted on behalf of Media Management Consultants, Inc. ("MMC, Inc.") in settlement of a violation of 2 U.S.C. § 441b, a provision of the Federal Election Campaign Act of 1971, as amended, and 11 C.F.R. § 100.7(a)(1)(i)(E), a provision of the Commission's regulations. Accordingly, the file has been closed in this matter as it pertains to MMC, Inc. This matter will become a part of the public record within 30 days after it has been closed with respect to all other respondents involved. If you wish to submit any factual or legal materials to appear on the public record, please do so within ten days. Such materials should be sent to the Office of the General Counsel.

Please be advised that information derived in connection with any conciliation attempt will not become public without the written consent of the respondent and the Commission. See 2 U.S.C. § 437g(a)(4)(B). The enclosed conciliation agreement, however, will become a part of the public record.

The Commission reminds you that the confidentiality provisions of 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A) remain in effect until the entire matter has been closed. The Commission will notify you when the entire file has been closed.

00040791078

David R. Perry
Page 2

Enclosed you will find a copy of the fully executed conciliation agreement for your files. If you have any questions, please contact Anthony Buckley, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel



BY: Lois G. Lerner
Associate General Counsel

Enclosure
Conciliation Agreement

90040791079

89 NOV 17 AM 11:45

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
Media Management Consultants, Inc.) MUR 2733
)

CONCILIATION AGREEMENT

This matter was initiated by the Federal Election Commission ("Commission"), pursuant to information ascertained in the normal course of carrying out its supervisory responsibilities. The Commission found reason to believe that Media Management Consultants, Inc., ("Respondent") violated 2 U.S.C. SS 441b.

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

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

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

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

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

1. Media Management Consultants, Inc. is a corporation.

2. Stenholm for Congress is a political committee within the meaning of 2 U.S.C. S 431 (4).

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FEDERAL ELECTION COMMISSION
OFFICE OF LEGAL COUNSEL
89 NOV 17 PM 1:58

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3. Pursuant to 2 U.S.C. s 441b (a), it is unlawful for any corporation whatever to make a contribution or expenditure in connection with any Federal election. Pursuant to 11 C.F.R. s 100.7(a) (1) (i) (E), if a political committee makes a loan to any person such loan shall be subject to the limitations of 11 C.F.R. Part 110. Repayment of the principal shall not be a contribution by the debtor to the lender committee, but repayments shall be made with funds which are subject to the prohibitions of 11 C.F.R. SS 110.4(a) and 114.

4. Respondent used its corporate treasury funds to make repayments on a \$14,066.76 loan received from the Stenholm for Congress Committee.

VI. Respondent made loan repayments to the Stenholm for Congress Committee from its corporate treasury funds in violation of 2 U.S.C. S 441b.

VII. Respondent will pay a civil penalty to the Federal Election Commission in the amount of One Hundred Dollars (\$100.00), pursuant to 2 U.S.C. S 437g (a) (5) (A).

VIII. The Commission, on request of anyone filing a complaint under 2 U.S.C. S 437g (a) (1) concerning the matters at issue herein or on its own motion, may review compliance with this agreement. If the Commission believes that this agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

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

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

XI. This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party, that is not contained in this written agreement shall be enforceable.

FOR THE COMMISSION:

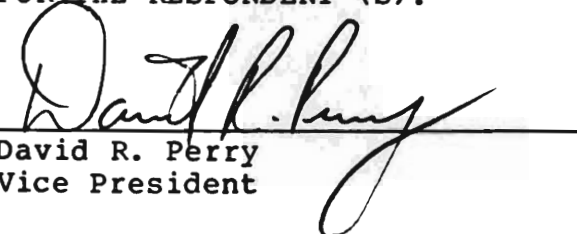
Lawrence M. Noble
General Counsel

BY: 

Lois G. Lerner
Associate General Counsel

1-12-90
Date

FOR THE RESPONDENT (S):


David R. Perry
Vice President

11/13/89
Date



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

January 16, 1990

Charles E. Brownfield, Jr., Treasurer
Stenholm for Congress Committee
Box 1032
Stamford, TX 79553

RE: MUR 2733
Stenholm for Congress
Committee and Charles E.
Brownfield, Jr., as treasurer

Dear Mr. Brownfield:

This letter is to confirm the Federal Election Commission's receipt of the counter-proposed conciliation agreement submitted on behalf of Stenholm for Congress Committee ("Committee") and you, as treasurer, on November 29, 1989. The Commission has reviewed and rejected the counterproposal.

The Commission is still hopeful that this matter can be settled through a conciliation agreement. Insofar as the 30-day period for pre-probable cause conciliation has elapsed, you should respond within five days of your receipt of this notification. If a response is not received within this period, this matter will proceed to the next stage of the enforcement process.


90040791085

Charles E. Brownfield, Jr., Treasurer
Page 2

Should you have any further questions, please contact
Anthony Buckley, the attorney assigned to this matter, at (202)
376-8200.

Sincerely,

Lawrence M. Noble
General Counsel


BY: Lois G. Lerner.
Associate General Counsel

Enclosure
Conciliation Agreement

90040791084



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

May 3, 1990

Charles E. Brownfield, Jr., Treasurer
Stenholm for Congress Committee
Box 1032
Stamford, TX 79553

RE: MUR 2733
Stenholm for Congress
Committee and Charles E.
Brownfield, Jr., as treasurer

Dear Mr. Brownfield:

This letter is in response to your conversation with Tony Buckley of this Office on April 23, 1990, during which you requested information regarding any possible future findings by the Federal Election Commission as to monies transferred to the Stenholm for Congress Committee in satisfaction of the debt originally owed by Media Management Consultants, Inc. Your request went to those monies which are not part of the payments for which the Commission has already found reason to believe.

On September 19, 1989, the Commission rejected the recommendations of the Office of the General Counsel that it make additional findings of reason to believe as to those monies which had not been addressed in its previous findings. It is unlikely that the Commission will elect to pursue this matter further. A copy of the certification of the Commission's action is enclosed. The redacted portions of the certification are irrelevant to the issue of additional findings by the Commission concerning your committee.

Should you have any further questions, please contact Tony Buckley at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

BY: Lois G. Lerner
Associate General Counsel

Enclosure
Certification

00040791085

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

Stenholm for Congress Committee
and Charles E. Brownfield, Jr., as
treasurer; Media Management
Consultants, Inc.

)
)
)
) MUR 2733 -
)
)

CERTIFICATION

I, Hilda Arnold, recording secretary for the Federal
Election Commission executive session of September 19, 1989,
do hereby certify that the Commission decided by a vote of
5-1 to take the following actions in MUR 2733:

1. Reject Recommendations Numbered 1, 2, 3,
4 and 5 in the General Counsel's Report
dated August 30, 1989.
2. Enter into conciliation with the Stenholm
for Congress Committee and Charles E.
Brownfield, Jr., as treasurer, prior to a
finding of probable cause to believe.
- 3
- 4
- 5

Commissioners Aikens, Elliott, Josefiak, McDonald and
McGarry voted affirmatively for the decision: Commissioner
Thomas dissented.

Attest:

9/20/89
Date

Hilda Arnold
Hilda Arnold
Administrative Assistant
Office of the Secretariat

0004071080



Charles

STENHOLM

Democrat • 17th District • U.S. Congress

Stenholm for Congress Committee P.O. Box 1032 Stamford, Texas 79553 916/773-5521

06C6242

May 7. 1990

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

RE: MUR 2733

Stenholm for Congress Committee

Attn: Lois G. Lerner, Associate General Counsel

Dear Lois:

Enclosed is a check for one thousand, five hundred dollars (\$1,500.00) from the Stenholm for Congress Committee as settlement of civil penalty on MUR 2733.

Please send us a signed copy of the Conciliation Agreement for our file

Sincerely,

Mary Kainer

Mary Kainer
Office Secretary

MK/dk

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90MAY 15 PM 12:19

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FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL

90MAY 15 01:11:43

90 MAY 18 PM 12:21

BEFORE THE FEDERAL ELECTION COMMISSION

SENSITIVE

In the Matter of)
Stenholm for Congress Committee)
and Charles E. Brownfield, Jr.,) MUR 2733
as treasurer)

GENERAL COUNSEL'S REPORT

I. BACKGROUND

Attached is a conciliation agreement which has been signed by Charles E. Brownfield, Jr., the treasurer of the Stenholm for Congress Committee. (Attachment 1).

The attached agreement contains no changes from the agreement approved by the Commission on May 2, 1990. A check for the civil penalty has been received.

II. RECOMMENDATIONS

1. Accept the attached conciliation agreement with the Stenholm for Congress Committee and Charles E. Brownfield, Jr., as treasurer.
2. Close the file.
3. Approve the attached letters.

Lawrence M. Noble
General Counsel

5/18/90
Date

BY: Lois G. Lerner (JP)
Lois G. Lerner
Associate General Counsel

Attachments

1. Conciliation Agreement
2. Photocopy of civil penalty check, if appropriate
3. Letters to Respondents (2)

Staff Assigned: T. Buckley

900040791088

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
Stenholm for Congress Committee) MUR 2733
and Charles E. Brownfield, Jr.)
as treasurer)

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on May 23, 1990, the Commission decided by a vote of 5-0 to take the following actions in MUR 2733:

1. Accept the conciliation agreement with the Stenholm for Congress Committee and Charles E. Brownfield, Jr., as treasurer, as recommended in General Counsel's Report dated May 18, 1990.
2. Close the File.
3. Approve the letters, as recommended in the General Counsel's Report dated May 18, 1990.

Commissioners Elliott, Josefiak, McDonald, McGarry and Thomas voted affirmatively for the decision; Commissioner Aikens did not cast a vote.

Attest:

May 23, 1990
Date

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

Received in the Secretariat: Fri., May 18, 1990 12:21 p.m.
Circulated to the Commission: Mon., May 21, 1990 11:00 a.m.
Deadline of vote: Wed., May 23, 1990 11:00 a.m.

dr

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

(C)
CLOSED

May 30, 1990

David R. Perry
710 Gill
Abilene, TX 79601

RE: MUR 2733

Dear Mr. Perry:

00040791090
This is to advise you that the entire file in this matter has now been closed and will become part of the public record within 30 days. Should you wish to submit any legal or factual materials to be placed on the public record in connection with this matter, please do so within ten days. Such materials should be sent to the Office of the General Counsel.

Should you have any questions, contact Tony Buckley, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

BY: Lois G. Lerner
Associate General Counsel



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

May 30, 1990

Charles E. Brownfield, Jr., Treasurer
Stenholm for Congress Committee
Box 1032
Stamford, TX 79553

RE: MUR 2733
Stenholm for Congress
Committee and Charles E.
Brownfield, Jr., as treasurer

Dear Mr. Brownfield:

On May 23, 1990, the Federal Election Commission accepted the signed conciliation agreement and civil penalty submitted on your behalf in settlement of a violation of 2 U.S.C. § 441b, a provision of the Federal Election Campaign Act of 1971, as amended, and 11 C.F.R. § 100.7(a)(1)(i)(E), a provision of the Commission's regulations. Accordingly, the file has been closed in this matter.

This matter will become a part of the public record within 30 days. If you wish to submit any factual or legal materials to appear on the public record, please do so within ten days. Such materials should be sent to the Office of the General Counsel. Please be advised that information derived in connection with any conciliation attempt will not become public without the written consent of the respondent and the Commission. See 2 U.S.C. § 437g(a)(4)(B). The enclosed conciliation agreement, however, will become a part of the public record.

Enclosed you will find a copy of the fully executed conciliation agreement for your files. If you have any questions, please contact Tony Buckley, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

BY: Lois G. Lerner
Associate General Counsel

Enclosure
Conciliation Agreement

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 2733
Stenholm for Congress Committee)
and Charles E. Brownfield, Jr.,)
as treasurer)

CONCILIATION AGREEMENT

This matter was initiated by the Federal Election Commission ("Commission"), pursuant to information ascertained in the normal course of carrying out its supervisory responsibilities. The Commission found reason to believe that the Stenholm for Congress Committee and Charles E. Brownfield, Jr., as treasurer, ("Respondents") violated 2 U.S.C. § 441b and 11 C.F.R. § 100.7(a)(1)(i)(E).

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

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

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

III. Respondents enter voluntarily into this agreement with the Commission.

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

1. Stenholm for Congress Committee is a political committee within the meaning of 2 U.S.C. § 431(4).
2. Charles E. Brownfield, Jr. is the treasurer of the Stenholm for Congress Committee.
3. Media Management Consultants, Inc. ("MMC, Inc.") is a corporation.
4. Pursuant to 2 U.S.C. § 441b(a) and 11 C.F.R. § 114, it is unlawful for any corporation whatever to make a contribution or expenditure in connection with any Federal election and for any candidate, political committee, or other person knowingly to accept or receive contributions prohibited by this section.
5. Pursuant to 11 C.F.R. § 100.7(a)(1)(i)(E), if a political committee makes a loan to any person such loan shall be subject to the limitations of 11 C.F.R. Part 110. Repayment of the principal shall not be a contribution by the debtor to the lender committee, but repayment loan shall be made with funds which are subject to the prohibitions of 11 C.F.R. § 110.4(a) and Part 114.
6. In August and September, 1987, Respondents made three loans to MMC, Inc. totalling \$30,200.00. In December 1987, and January 1988, Respondents accepted loan repayments and interest payments from MMC, Inc. totalling \$14,066.76.

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7. The Committee has reimbursed MMC, Inc. for all principal and interest payments received.

V. Respondents accepted loan repayments and interest payments from MMC, Inc.'s corporate treasury funds, in violation of 2 U.S.C. § 441b and 11 C.F.R. § 100.7(a)(1)(i)(E).

VI. Respondents contend that they did not knowingly and willfully violate 2 U.S.C. § 441b and 11 C.F.R. § 100.7(a)(1)(i)(E).

VII. Respondents will pay a civil penalty to the Federal Election Commission in the amount of One Thousand, Five Hundred Dollars (\$1,500.00), pursuant to 2 U.S.C. § 437g(a)(5)(A).

VIII. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1) concerning the matters at issue herein or on its own motion, may review compliance with this agreement. If the Commission believes that this agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

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

X. Respondents shall have no more than 30 days from the date this agreement becomes effective to comply with and implement the requirement contained in this agreement and to so notify the Commission.

XI. This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised herein, and

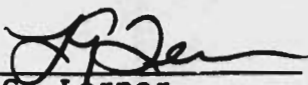
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no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party, that is not contained in this written agreement shall be enforceable.

FOR THE COMMISSION:

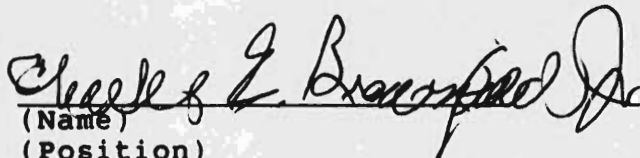
Lawrence M. Noble
General Counsel

BY:


Lois G. Lerner
Associate General Counsel

5/29/90
Date

FOR THE RESPONDENTS:


(Name)
(Position)
Charles E. Brownfield, Jr
Treasurer, Stenholm for Congress Committee

May 2, 1990
Date

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

THIS IS THE END OF MUR # 2733

DATE FILMED 6/22/90 CAMERA NO. 4

CAMERAMAN AS

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