



FEDERAL ELECTION COMMISSION

1125 K STREET NW
WASHINGTON, D.C. 20461

THIS IS THE END OF MUR # 527

Date Filmed 10/2/79 Camera No. --- 2

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FEDERAL ELECTION COMMISSION

*Memo from OGC staff members
to General Counsel - 3 paragraphs
attachments*

The above-described material was removed from this file pursuant to the following exemption provided in the Freedom of Information Act, 5 U.S.C. Section 552(b):

- | | |
|--|---|
| <input type="checkbox"/> (1) Classified Information | <input type="checkbox"/> (6) Personal privacy |
| <input type="checkbox"/> (2) Internal rules and practices | <input type="checkbox"/> (7) Investigatory files |
| <input type="checkbox"/> (3) Exempted by other statute | <input type="checkbox"/> (8) Banking Information |
| <input type="checkbox"/> (4) Trade secrets and commercial or financial information | <input type="checkbox"/> (9) Well Information (geographic or geophysical) |
| <input checked="" type="checkbox"/> (5) Internal Documents | |

Signed *John W. ...*
date *9/25/77*

FEC 9-21-77

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FEDERAL ELECTION COMMISSION

First General Counsel's Report
Withdrawn on April 3, 1978

The above-described material was removed from this file pursuant to the following exemption provided in the Freedom of Information Act, 5 U.S.C. Section 552(b):

- | | |
|--|---|
| <input type="checkbox"/> (1) Classified Information | <input type="checkbox"/> (6) Personal privacy |
| <input type="checkbox"/> (2) Internal rules and practices | <input type="checkbox"/> (7) Investigatory files |
| <input type="checkbox"/> (3) Exempted by other statute | <input type="checkbox"/> (8) Banking Information |
| <input type="checkbox"/> (4) Trade secrets and commercial or financial information | <input type="checkbox"/> (9) Well Information (geographic or geophysical) |
| <input checked="" type="checkbox"/> (5) Internal Documents | |

Signed Lois W. W. W.
date 9/25/77

FEC 9-21-77

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20461

September 25, 1979

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. R. Lonnie Flipppo
325 Nottingham Road
Florence, Alabama 35630

Re: MUR 527(78)

Dear Mr. Flipppo,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Carole L. Kuebler, Esquire. Enclosed is a copy of the signed agreement.

The file as to your involvement in this matter is now closed.

Sincerely,

A handwritten signature in dark ink, appearing to read "W. C. Oldaker", is written over the typed name.

William C. Oldaker
General Counsel

Enclosure
cc: Carole L. Kuebler, Esquire

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. R. Lonnie Flippo
325 Nottingham Road
Florence, Alabama 35630

Re: MUR 527(78)

Dear Mr. Flippo,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Carole L. Kuebler, Esquire. Enclosed is a copy of the signed agreement.

The file as to your involvement in this matter is now closed.

Sincerely,

William C. Oldaker
General Counsel

Enclosure
cc: Carole L. Kuebler, Esquire

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AW
9/25/78

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
R. Lonnie Flippo

)
)
)

MUR 527(78)

CONCILIATION AGREEMENT

This matter having been initiated by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. R. Lonnie Flippo (hereinafter "Respondent") has violated 2 U.S.C. § 441a(a)(1)(A) and 2 U.S.C. § 441g:

WHEREFORE, the Commission and the Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a)(5), do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. Respondent agrees that the pertinent facts in this matter are as follows:

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- 790401533863
- A. Respondent served as treasurer of the Committee to Elect Ronnie G. Flipppo (hereinafter "the Committee") during the 1976 election year.
 - B. On March 18, 1976, the Committee per R. Lonnie Flipppo, who signed the instrument "R. Lonnie Flipppo, Chairman", obtained a loan from the Shoals National Bank of Florence, Florence, Alabama, in the sum of \$33,000.
 - C. Two 30-day extension agreements pertaining to the above \$33,000 loan were negotiated on April 17, 1976, and May 17, 1976, on behalf of the Committee.
 - D. Each of the two extension agreements pertaining to the above loan was signed: "Maker: Committee to Elect Ronnie G. Flipppo; Dealer or Endorser: R. Lonnie Flipppo."
 - E. On April 19, 1976, the Committee obtained a loan from the Shoals National Bank of Florence, Florence, Alabama, in the sum of \$10,000.
 - F. The 90-day promissory note in support of the \$10,000 loan obtained by the Committee from the Shoals National Bank was signed "Committee to Elect Ronnie G. Flipppo; R. Lonnie Flipppo."
 - G. According to a statement prepared by the lending officer of Shoals National Bank, the Bank considered the personal assets of the Candidate as further

assurance in making the above \$33,000 and \$10,000 loans although the Candidate's signature did not appear on any of the instruments involved.

- H. On April 12, 1976, Respondent made a personal loan of \$5,000 to Mr. Ronnie G. Flipppo, (hereinafter "the Candidate"). Respondent and the Candidate are first cousins.
- I. On April 12, 1976, the Candidate made a loan of \$5,000 to the Committee.
- J. On April 20, 1976, the Candidate obtained a personal loan in the sum of \$30,000 from the First National Bank of Birmingham, Birmingham, Alabama.
- K. The 60-day promissory note in support of the above \$30,000 loan obtained by the Candidate was signed by the Candidate and signed on the back by the Respondent and Mr. William D. Biggs.
- L. On April 20, 1976, the Candidate made a loan of \$30,000 to the Committee.
- M. The loan obtained by the Candidate from the First National Bank of Birmingham was transferred to the Shoals National Bank of Florence after September 7, 1976.

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- N. On April 29, 1976, the Committee made the first payment on the \$33,000 and \$10,000 loans obtained from the Shoals National Bank; this first payment was in the sum of \$3,500.
- O. On April 22 and 24, 1976, the Committee repaid the \$5,000 loan obtained from the Candidate; the installments involved were \$2,000 and \$3,000, respectively.
- P. On July 26, 1976, the Committee made the first payment on the \$30,000 loan obtained from the Candidate; this first payment was in the sum of \$4,500.
- Q. The first four payments on the \$30,000 loan obtained by the Candidate were paid by the Committee to the Candidate, while the final three payments were made directly to the Shoals National Bank.
- R. On March 16, 1976, March 23, 1976, and April 2, 1976, Respondent made contributions in cash to the Committee. These contributions were in the sums of \$500, \$20, and \$400 respectively, for a total of \$920.

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WHEREFORE, Respondent agrees that:

- A. On March 18, 1976, Respondent signed a promissory note for a \$33,000 loan obtained by the Committee from the Shoals National Bank in a manner which indicated that he was signing in a representative capacity.
- B. On April 17, 1976, and May 17, 1976, Respondent signed two 30-day extension agreements pertaining to the \$33,000 loan obtained by the Committee from the Shoals National Bank of Florence, Florence, Alabama, in a manner which may be construed to have been in an individual capacity.
- C. Respondent signed the promissory note in support of the \$10,000 loan obtained by the Committee from the Shoals National Bank of Florence on April 19, 1976, in a manner which may be construed to have been in an individual capacity.
- D. On April 12, 1976, Respondent made a loan of \$5,000 to the Candidate.
- E. On April 12, 1976, the Candidate made a loan of \$5,000 to the Committee.
- F. The loan made by Respondent to the Candidate on April 12, 1976, in the sum of \$5,000 was made for the purpose of influencing the nomination for election of the Candidate to Federal office.

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- G. A loan made for the purpose of influencing the nomination for election of a candidate to Federal office constitutes a contribution under 2 U.S.C. § 431(e)(1).
- H. On April 20, 1976, the Respondent affixed his signature to the back of a promissory note in support of a \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham, Birmingham, Alabama. The Respondent's signature was one of two on the back of the note.
- I. On April 20, 1976, the Candidate made a loan of \$30,000 to the Committee.
- J. Respondent endorsed the promissory note supporting the \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham for purposes of influencing the Candidate's nomination for election to Federal office.
- K. An endorsement of a promissory note in support of a bank loan which is to be used for purposes of influencing the nomination for election of a person to Federal office constitutes a contribution to such person or to a committee under 2 U.S.C. § 431 (e)(1) and 11 C.F.R. § 100.4(a)(1)(i).

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- L. Endorsements of a bank loan to be used to influence the nomination for election of any person to Federal office are to be considered contributions by each endorser or guarantor in proportion to the unpaid balance thereof that each endorser or guarantor bears to the total number of endorsers or guarantors. 2 U.S.C. § 431(e)(5).
- M. Respondent's proportion of the unpaid balance of the \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham was initially \$15,000.
- N. On March 16, 1976, March 23, 1976, and April 2, 1976, Respondent made contributions in cash to the Committee totaling \$920.
- O. Cash contributions in excess of \$100 per campaign constitute a violation of 2 U.S.C. § 441g by the contributor.
- P. Contributions from an individual totaling in excess of \$1000 for one election constitute a violation of 2 U.S.C. § 441a(a)(1)(A).
- Q. Respondent violated 2 U.S.C. §§441a(a)(1)(A) and 441g.
- R. As to the \$5000 loan made by Respondent to the Candidate, it is Respondent's position that his violation of 2 U.S.C. §441a(a)(1)(A) was not willful in that Respondent erroneously believed that the Act

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contained different contribution limitations for family members of the Candidate and that family members included first cousins.

- S. Although Respondent violated 2 U.S.C. § 441g, his action did not constitute a willful violation.
- T. Respondent will pay a civil penalty of Two Thousand Dollars (\$2000) pursuant to 2 U.S.C. § 437g(a)(5)(B).
- U. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.

V. General Conditions

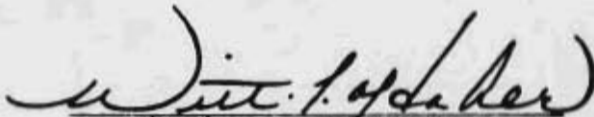
- A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter at issue herein, or on its own motion, may review compliance with this Agreement. If the Commission believes that this Agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.
- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.

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C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

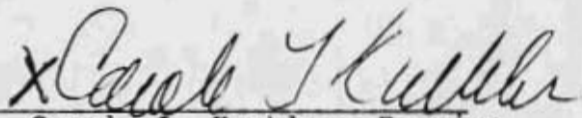
FEDERAL ELECTION COMMISSION

9/25/79
Date



William C. Oldaker
General Counsel
Federal Election Commission

9/12/79
Date



Carole L. Kuebler, Esquire
Attorney for Respondent,
R. Lonnie Flipppo

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FEDERAL ELECTION COMMISSION
WASHINGTON D.C. 20463

September 25, 1979

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. R. Lonnie Flipppo
Treasurer, Committee to Elect Ronnie G. Flipppo
325 Nottingham Road
Florence, Alabama 35630

Re: MUR 527(78)

Dear Mr. Flipppo,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on behalf of the Committee to Elect Ronnie G. Flipppo by Carole L. Kuebler, Esquire. Enclosed is a copy of the signed agreement.

The file as to the Committee's involvement in this matter is now closed.

Sincerely,

William C. Oldaker
General Counsel

Enclosure
cc: Carole L. Kuebler, Esquire

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FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. R. Lonnie Flippo
Treasurer, Committee to Elect Ronnie G. Flippo
325 Nottingham Road
Florence, Alabama 35630

Re: MUR 527(78)

Dear Mr. Flippo,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on behalf of the Committee to Elect Ronnie G. Flippo by Carole L. Kuebler, Esquire. Enclosed is a copy of the signed agreement.

The file as to the Committee's involvement in this matter is now closed.

Sincerely,

William C. Oldaker
General Counsel

Enclosure
cc: Carole L. Kuebler, Esquire

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AW 9/25/78

RECEIVED
OFFICE OF THE
GENERAL COUNSEL

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

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MUR 527 (78)

Committee to Elect Ronnie
G. Flippo

Conciliation Agreement

This matter having been initiated by the Commission in the ordinary course of carrying out its supervisory responsibilities; and, after an investigation, the Commission having found reasonable cause to believe that the Committee to Elect Ronnie G. Flippo (hereinafter "Respondent"), the principal campaign committee of Ronnie G. Flippo (hereinafter "the Candidate"), has violated 2 U.S.C. § 441a(f).

WHEREFORE, the Commission and the Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437 (a)(5), do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. The Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. The Respondent enters into this agreement with the Commission voluntarily.
- IV. Respondent agrees that the pertinent facts in this matter are as follow:
 - A. Respondent's treasurer during the 1976 election year was Mr. R. Lonnie Flippo.

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- B. On March 18, 1976, the Respondent per R. Lonnie Flipppo, who signed the instrument "R. Lonnie Flipppo, Chairman," obtained a loan from the Shoals National Bank of Florence, Florence, Alabama, in the sum of \$33,000.
- C. Two 30-day extension agreements pertaining to the above \$33,000 loan were negotiated on April 17, 1976, and May 17, 1976.
- D. Each of the two extension agreements pertaining to the above \$33,000 loan was signed: "Maker: Committee to Elect Ronnie G. Flipppo; Dealer or Endorser: R. Lonnie Flipppo."
- E. On April 19, 1976, the Respondent obtained a loan from the Shoals National Bank of Florence, Florence, Alabama, in the sum of \$10,000.
- F. The 90-day promissory note in support of the \$10,000 loan obtained by the Respondent from the Shoals National Bank was signed "Committee to Elect Ronnie G. Flipppo; R. Lonnie Flipppo."
- G. According to a statement prepared by the lending officer of Shoals National Bank, the bank considered the personal assets of the Candidate as further assurance in making the above \$33,000 and \$10,000 loans, although the Candidate's signature did not appear on any of the instruments involved.
- H. On April 12, 1976, Mr. R. Lonnie Flipppo, the Candidate's first cousin, made a loan of \$5,000 to the Candidate evidenced by written instrument.

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- I. On April 12, 1976, the Candidate made a loan of \$5,000 to Respondent.
- J. On April 20, 1976, the Candidate obtained a personal loan for use in his campaign of \$30,000 from the First National Bank of Birmingham, Birmingham, Alabama.
- K. The 60-day promissory note in support of the above \$30,000 loan obtained by the Candidate was signed by the Candidate and signed on the back by Mr. R. Lonnie Flipppo and Mr. William D. Biggs.
- L. On April 20, 1976, the Candidate made a loan of \$30,000 to Respondent.
- M. The loan obtained by the Candidate from the First National Bank of Birmingham was transferred to the Shoals National Bank of Florence after September 7, 1976.
- N. On April 29, 1976, the Respondent made the first payment on the \$33,000 and \$10,000 loans obtained from the Shoals National Bank; this first payment was in the sum of \$3,500.
- O. On April 22 and 24, 1976, the Respondent repaid the \$5,000 loan obtained from the Candidate, the installments being \$2,000 and \$3,000 respectively.

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- P. On July 26, 1976, Respondent made the first payment on the \$30,000 loan obtained from the Candidate; this first payment was in the sum of \$4,500.
- Q. The first four payments on the \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham and later transferred to the Shoals National Bank of Florence were paid by the Respondent to the Candidate, while the final three payments were made directly to the Shoals National Bank.
- R. On April 17, 1976, Mr. William D. Biggs made a contribution to the Respondent in the amount of \$1,000.
- S. On March 16, March 23, and April 2, 1976, Mr. R. Lonnie Flipppo made cash contributions to the Respondent totaling \$920.
- T. Between March and July, 1976, eighteen individuals contributed in excess of \$100 in cash to the Candidate's campaign. Respondent has refunded the amounts by which the contribution(s) from each individual exceeded \$100.

WHEREFORE, Respondent agrees that:

- A. On March 18, 1976, Mr. R. Lonnie Flipppo signed a promissory note for a \$33,000 loan obtained by

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Respondent from the Shoals National Bank in a manner which indicated that he was signing in a representative capacity.

- B. On April 17, 1976, and May 17, 1976, , Mr. R. Lonnie Flipppo signed two 30-day extension agreements pertaining to the \$33,000 loan obtained by Respondent from the Shoals National Bank of Florence in a manner which may be construed to have been in an individual capacity.
- C. On April 19, 1976, Mr. R. Lonnie Flipppo signed the promissory note in support of the \$10,000 loan obtained by Respondent from the Shoals National Bank of Florence in a manner which may be construed to have been in an individual capacity.
- D. On April 12, 1976, Mr. R. Lonnie Flipppo made a loan of \$5,000 to the Candidate, his first cousin, evidenced by written instrument.
- E. On April 12, 1976, the Candidate made a loan of \$5,000 to Respondent.
- F. The April 12, 1976, loan made by Mr. R. Lonnie Flipppo to the Candidate in the sum of \$5,000 was made for the purpose of influencing the nomination for election of the Candidate to federal office.
- G. Respondent had knowledge that the source of the \$5,000 loan obtained by Respondent on April 12, 1976, from the Candidate originated from the loan obtained

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by the Candidate from Mr. R. Lonnie Flipppo the same amount.

- H. A loan made for the purpose of influencing the nomination for election of a candidate to federal office constitutes a contribution under 2 U.S.C. § 431(e)(1).
- I. In that Mr. R. Lonnie Flipppo was unaware of the law concerning contributions made by family members, the receipt by Respondent of the subject \$5,000 loan from R. Lonnie Flipppo, the Candidate's first cousin, did not constitute a willful violation of the Federal Election Campaign Act of 1971, as amended ("the Act").
- J. On April 20, 1976, Mr. R. Lonnie Flipppo and Mr. William D. Biggs signed the back of a promissory note in support of a \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham.
- K. On April 20, 1976, the Candidate made a loan of \$30,000 to the Committee.
- L. Mr. R. Lonnie Flipppo and Mr. William D. Biggs signed the promissory note supporting the \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham for purposes of influencing the Candidate's nomination for election to Federal office.
- M. The endorsement of a promissory note in support of a bank note which is to be used for purposes of in-

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fluencing the nomination for election of a person to Federal office constitutes a contribution to such person or to a committee under 2 U.S.C. § 431(e)(1).

- N. Endorsements of a bank loan to be used to influence the nomination for election of any person to Federal office are to be considered contributions by each endorser or guarantor in proportion of the unpaid balance thereof that each endorser or guarantor bears to the total number of endorsers or guarantors. 2 U.S.C. § 431(e)(5).
- O. Mr. R. Lonnie Flipppo's and Mr. William D. Biggs' proportions of the unpaid balance of the \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham were initially \$15,000 each.
- P. Respondent had knowledge that the \$30,000 loan made by the Candidate to Respondent had its source in the \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham and that Mr. R. Lonnie Flipppo and Mr. William G. Biggs had endorsed the promissory note in support of the \$30,000 loan obtained by the Candidate.
- Q. The total contributions made by Mr. R. Lonnie Flipppo and Mr. William G. Biggs to the Candidate's campaign exceeded \$1,000 per election.
- R. Contributions from an individual in excess of \$1,000 per election constitute a violation of 2 U.S.C. § 441a(a)(1)(A) by the individual involved.

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- S. Acceptance by a committee of contributions which are in violation of 2 U.S.C. § 441a(a)(1)(A) places the committee in violation of 2 U.S.C. § 441a(f).
- T. Respondent is in violation of 2 U.S.C. § 441a(f) for having accepted excessive contributions from Mr. R. Lonnie Flipppo and Mr. William G. Biggs.
- U. Respondent's acceptance of these excessive contributions did not constitute a willful act.
- V. Respondent did not return on a timely basis cash contributions from eighteen individuals in excess of \$100. Respondent, therefore, assumes responsibility for the fact that these excessive contributions were made by the individuals involved in violation of 2 U.S.C. § 441g and agrees to pay the civil penalties attributable to these violations.
- W. Respondent assumes responsibility for the violation by William G. Biggs of 2 U.S.C. § 441a(a)(1)(A) and agrees to pay the civil penalty attributable to that violation.
- X. Respondent will pay civil penalties totaling Seven Thousand Eight Hundred Dollars (\$7,800) pursuant to 2 U.S.C. § 437g(a)(5)(B).
- Y. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.

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V. General Conditions

- A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter at issue herein, or on its own motion, may review compliance with this Agreement. If the Commission believes that this Agreement or any requirements thereof have been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.
- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.


FEDERAL ELECTION COMMISSION

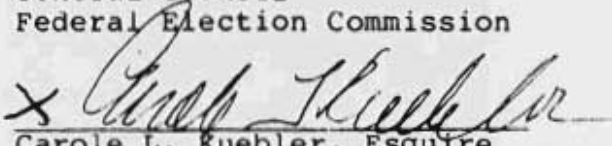
Date

9/25/79

Date

9/12/79


William C. Oldaker
General Counsel
Federal Election Commission

X 
Carole L. Kuebler, Esquire
Attorney for Respondent,
Committee to Elect
Ronnie G. Flipppo

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

September 25, 1979

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

The Honorable Ronnie G. Flipppo
U.S. House of Representatives
439 Cannon House Office Building
Washington, D.C. 20515

Re: MUR 527(78)

Dear Mr. Flipppo,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Carole L. Kuebler, Esquire. Enclosed is a copy of the signed agreement.

The file as to your involvement in this matter is now closed.

Sincerely,

A handwritten signature in dark ink, appearing to read "W. C. Oldaker", is written over a large, stylized closing parenthesis symbol ")", which is positioned to the right of the word "Sincerely,".

William C. Oldaker
General Counsel

Enclosure
cc: Carole L. Kuebler, Esquire

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FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

The Honorable Ronnie G. Flippo
U.S. House of Representatives
439 Cannon House Office Building
Washington, D.C. 20515

Re: MUR 527(78)

Dear Mr. Flippo,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Carole L. Kuebler, Esquire. Enclosed is a copy of the signed agreement.

The file as to your involvement in this matter is now closed.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

cc: Carole L. Kuebler, Esquire

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Rec'd 9/25/78

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Ronnie G. Flippo

)
)
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MUR 527 (78)

CONCILIATION AGREEMENT

This matter having been initiated by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. Ronnie G. Flippo (hereinafter "Respondent") has violated 2 U.S.C. § 441a(f):

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437 (a)(5) do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent facts in this matter are as follows:
 - A. In March, April and May, 1976, Respondent was a candidate for nomination for election to Federal office.
 - B. On April 12, 1976, Mr. R. Lonnie Flippo, the Candidate's first cousin, made a personal loan of \$5,000 to Respondent.

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- C. On April 12, 1976, Respondent made a loan of \$5,000 to the Committee to Elect Ronnie G. Flipppo (hereinafter "the Committee").
- D. On April 20, 1976, Respondent obtained a personal loan of \$30,000 from the First National Bank of Birmingham, Birmingham, Alabama.
- E. The 60-day promissory note in support of the above \$30,000 loan was signed by Respondent on the front of the instrument and signed on the back by Mr. R. Lonnie Flipppo and Mr. William D. Biggs, out of the presence of Respondent.
- F. The purpose of the endorsements provided by Mr. R. Lonnie Flipppo and Mr. William G. Biggs was to expedite the processing of Respondent's application for the above \$30,000 loan at a critical period during his campaign.
- G. It is Respondent's position that at the time he obtained the above \$30,000 loan he had sufficient personal assets to cover the proceeds of the loan, that his personal assets were the sole basis upon which this loan was obtained, and that he did not know that Mr. R. Lonnie Flipppo and Mr. William D. Biggs had signed the back of the promissory note.

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- H. Respondent was never asked to commit formally his assets as collateral for the above \$30,000 loan.
 - I. On April 20, 1976, Respondent made a loan of \$30,000 to the Committee.
 - J. The loan obtained by the Respondent from the First National Bank of Birmingham was transferred to the Shoals National Bank of Florence after September 7, 1976.
 - K. On April 22 and 24, 1976, the Committee repaid the \$5,000 loan obtained from Respondent, the installments involved being \$2,000 and \$3,000 respectively.
 - L. On July 26, 1976, the Committee made the first payment on the \$30,000 loan obtained from Respondent; this first payment was in the sum of \$4,500.
 - M. The first four payments on the \$30,000 loan obtained from Respondent were paid by the Committee to Respondent, while the final three payments were made directly to the Shoals National Bank.

WHEREFORE, Respondent agrees that:

- A. Respondent accepted a loan of \$5,000 from his first cousin, R. Lonnie Flipppo, on April 12, 1976.

- B. Respondent made a loan of \$5,000 to the Committee on April 12, 1976.
- C. The loan made by Mr. R. Lonnie Flipppo to the Respondent in the sum of \$5,000 was made for the purpose of influencing the nomination for election of the Respondent to Federal office.
- D. A loan made for the purpose of influencing the nomination for election of a person to Federal office constitutes a contribution under 2 U.S.C. § 431(e)(1).
- E. In that Respondent was unaware of the law concerning contributions made from family members, his acceptance of this \$5,000 loan from Mr. R. Lonnie Flipppo, his first cousin, did not constitute a willful violation of the Federal Election Campaign Act of 1971, as amended.
- F. Respondent obtained a loan of \$30,000 from the First National Bank of Birmingham on April 20, 1976, which Respondent understood to be backed by his personal assets.
- G. The promissory note in support of the \$30,000 loan accepted by Respondent from the First National Bank of Birmingham was signed on the back by Mr. R. Lonnie Flipppo and Mr. William D. Biggs.

79040153837

- H. Respondent made a loan of \$30,000 to the Committee on April 20, 1976.
- I. Mr. R. Lonnie Flippo and Mr. William D. Biggs endorsed the promissory note in support of the \$30,000 loan accepted by the Respondent from the First National Bank of Birmingham for purposes of influencing the nomination for election to Federal office of the Respondent.
- J. An endorsement of a promissory note in support of a bank loan which is to be used for purposes of influencing the nomination for election of a person to Federal office constitutes a contribution to such person under 2 U.S.C. § 431(e)(1) and 11 C.F.R. § 100.4(a)(1)(i).
- K. Endorsements of a bank loan to be used to influence the nomination for election of any person to Federal office are to be considered contributions by each endorser or guarantor in proportion of the unpaid balance thereof that each endorser or guarantor bears to the total number of endorsers or guarantors. 2 U.S.C. § 431(e)(5).

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- L. The proportions of the \$30,000 loan obtained by the Respondent from the First National Bank of Birmingham initially attributable to Mr. R. Lonnie Flipppo and to Mr. William D. Biggs as endorsers were \$15,000.
- M. Mr. R. Lonnie Flipppo's total contributions received by Respondent during the period prior to the 1976 primary election equaled \$20,000.
- N. Mr. William D. Biggs' contribution received by Respondent during the period prior to the 1976 primary election totaled \$15,000.
- O. Contributions of \$20,000 and \$15,000 for a single election place the contributors involved in violation of 2 U.S.C. § 441a(a)(1)(A) and the recipient candidate in violation of 2 U.S.C. § 441a(f).
- P. Receipt by Respondent of \$20,000 in contributions from Mr. R. Lonnie Flipppo and of \$15,000 in contributions from Mr. William D. Biggs places Respondent in violation of 2 U.S.C. § 441a(f).
- Q. Respondent's violations of 2 U.S.C. § 441a(f) were not willful, and it was not Respondent's intention to violate the Federal Election Campaign Act of 1971, as amended.
- R. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.


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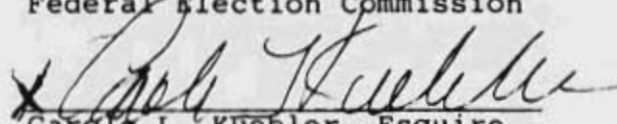
V. General Conditions

- A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437(a)(1), concerning the matter 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.
- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

9/25/79
Date

9/12/79
Date


William C. Oldaker
General Counsel
Federal Election Commission


Carol L. Kuebler, Esquire
Attorney for Respondent,
Ronnie G. Flipppo

79040153890



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

September 25, 1979

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. William D. Biggs
P.O. Box 245
Sheffield, Alabama 35660

Re: MUR 527(78)

Dear Mr. Biggs,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Carole L. Kuebler, Esquire. Enclosed is a copy of the signed agreement.

The file as to your involvement in this matter is now closed.

Sincerely,

A handwritten signature in dark ink, appearing to read "W. C. Oldaker", is written over the typed name.

William C. Oldaker
General Counsel

Enclosure
cc: Carole L. Kuebler, Esquire

79040153891



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. William D. Biggs
P.O. Box 245
Sheffield, Alabama 35660

Re: MUR 527(78)

Dear Mr. Biggs,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Carole L. Kuebler, Esquire. Enclosed is a copy of the signed agreement.

The file as to your involvement in this matter is now closed.

Sincerely,

William C. Oldaker
General Counsel

Enclosure
cc: Carole L. Kuebler, Esquire

79040153892

AW 9/25/77

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
William D. Biggs

)
)
)

MUR 527 (78)

CONCILIATION AGREEMENT

This matter having been initiated by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that William D. Biggs (hereinafter "Respondent") has violated 2 U.S.C. § 441a(a)(1)(A):

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a)(5), do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent facts in this matter are as follows:
 - A. On April 7, 1976, Respondent made a contribution of \$1,000 to the Committee to Elect Ronnie G. Flippo (hereinafter "the Committee"), the principal campaign committee of Ronnie G. Flippo (hereinafter "the Candidate").

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- B. On April 20, 1976, Respondent affixed his signature to the back of a promissory note in support of a \$30,000 loan to be obtained by the Candidate from the First National Bank of Birmingham. It is Respondent's position that he signed the note on his own volition and not at the request of the Candidate.
- C. On April 20, 1976, the Candidate made a loan of \$30,000 to the Committee.
- D. The above \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham was transferred to the Shoals National Bank of Florence after September 7, 1976.
- E. On July 26, 1976, the Committee began to make payments on the \$30,000 loan obtained from the Candidate. The first installment was paid to the Candidate in the amount of \$4,500, and on October 22, 1976, the Committee made the last payment to the Shoals National Bank in the amount of \$4,000.
- F. The final three installments made by the Committee on the \$30,000 loan obtained from the Candidate were paid directly to the Shoals National Bank of Florence.

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WHEREFORE, Respondent agrees that:

- A. Respondent affixed his signature to the back of a promissory note with regard to a \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham on April 20, 1976.
- B. On April 20, 1976, the Candidate made a \$30,000 loan to the Committee.
- C. Respondent endorsed the promissory note supporting the \$30,000 loan obtained by Mr. Ronnie G. Flippo from the First National Bank of Birmingham for purposes of influencing Mr. Flippo's nomination for election to Federal office.
- D. An endorsement of a bank loan to be used to influence the nomination for election of a person to Federal office constitutes a contribution to such person under 2 U.S.C. § 431(e)(1).
- E. Endorsements of a bank loan to be used to influence the nomination for election of any person to Federal office are to be considered contributions by each endorser in proportion of the unpaid balance thereof that each endorser or guarantor bears to the total number of endorsers or guarantors. 2 U.S.C. § 431(e)(5).

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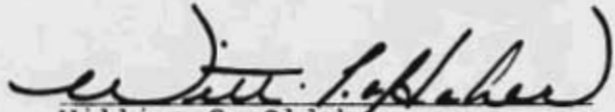
- F. Pursuant to 2 U.S.C. § 431(e)(5), Respondent's proportion of the unpaid balance of the \$30,000 loan obtained by Mr. Ronnie G. Flippo from the first National Bank of Birmingham was initially \$15,000.
- G. According to the letter of the law of which Respondent at the time of his signing was unaware, Respondent, as one of two endorsers of the promissory note with regard to the \$30,000 loan, made a contribution to the Candidate and the Committee of \$15,000.
- H. Respondent's total contributions to Mr. Ronnie G. Flippo and the Committee to Elect Ronnie G. Flippo were \$16,000.
- I. Total contributions of \$16,000 for one election constitute a violation of 2 U.S.C. § 441a(a)(1)(A).
- J. Respondent's violation of 2 U.S.C. § 441a(a)(1)(A) was not made willfully, and it was not Respondent's intention to violate the Act.
- K. Respondent is aware that the Committee has agreed to accept full responsibility for Respondent's violation of 2 U.S.C. § 441a(a)(1)(A) and to pay a civil penalty associated with this violation.
- L. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.

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V. General Conditions

- A. 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.
- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

9/25/79
Date


William C. Oldaker
General Counsel
Federal Election Committee

9/12/79
Date

X 
Carole L. Kuebler, Esquire
Attorney for Respondent,
William D. Biggs

79040153897



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

September 25, 1979

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Ed Estes
401 Meadow Hill Road
Sheffield, Alabama 35660

Re: MUR 527 (78)

Dear Mr. Estes:

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Clifton Peter Rose, Esquire. Enclosed is a copy of the signed agreement.

The file concerning your involvement in this matter is now closed.

Sincerely,

A handwritten signature in dark ink, appearing to read "William C. Oldaker", is written over the typed name.

William C. Oldaker
General Counsel

Enclosure

cc: Carole L. Kuebler, Esquire

79040153893



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Ed Estes
401 Meadow Hill Road
Sheffield, Alabama 35660

RE: MUR 527(78)

Dear Mr. Estes,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Clifton Peter Rose, Esquire. Enclosed is a copy of the signed agreement.

The file concerning your involvement in this matter is now closed.

Sincerely,

William C. Oldaker
General Counsel

Enclosure
cc: Carole L. Kuebler, Esquire

AW
9/25/77

79040133899

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 527 (78)
Mr. Ed Estes)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. Ed Estes (hereinafter "Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a) (5) do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent fact in this matter is as follows:
Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the sum of \$500.

79040153900

WHEREFORE, Respondent agrees that:

- A. Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$500.
- B. The making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.
- C. Respondent was unaware of the provisions of the law governing cash contributions and, therefore, did not willfully violate 2 U.S.C. § 441g.
- D. Respondent is aware that the Committee to Elect Ronnie G. Flipppo has agreed to accept full responsibility for Respondent's violation of 2 U.S.C. § 441g and to pay a civil penalty associated with this violation.
- E. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.
- V. General Conditions
 - A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

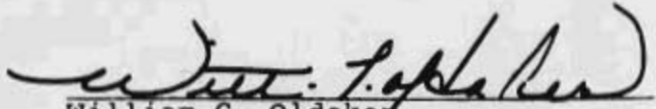
79040153901

- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

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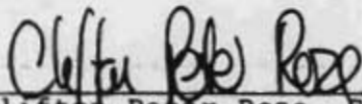
Date

9/25/79


William C. Oldaker
General Counsel
Federal Election Commission

Date

9/19/79


Clifton Peter Rose, Esquire
Attorney for Respondent,
Ed Estes



FEDERAL ELECTION COMMISSION

WASHINGTON D.C. 20463

September 25, 1979

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Bobby Weems
Post Office Box 6214A
Birmingham, Alabama 35217

RE: MUR 527(78)

Dear Mr. Weems,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Clifton Peter Rose, Esquire. Enclosed is a copy of the signed agreement.

The file concerning your involvement in this matter is now closed.

Sincerely,

A handwritten signature in dark ink, appearing to read "William C. Oldaker", is written over the typed name.

William C. Oldaker
General Counsel

Enclosure

cc: Carole L. Kuebler, Esquire

79040153903



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Bobby Weems
Post Office Box 6214A
Birmingham, Alabama 35217

RE: MUR 527(78)

Dear Mr. Weems,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Clifton Peter Rose, Esquire. Enclosed is a copy of the signed agreement.

The file concerning your involvement in this matter is now closed.

Sincerely,

William C. Oldaker
General Counsel

Enclosure
cc: Carole L. Kuebler, Esquire

79040153904

AW 9/25/79

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Mr. Bobby Weems

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)
)

MUR 527 (78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. Bobby Weems (hereinafter "Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a) (5) do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent fact in this matter is as follows:
Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the sum of \$200.

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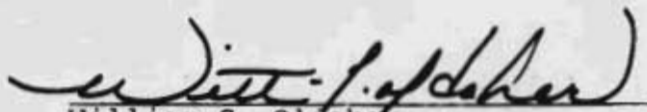
WHEREFORE, Respondent agrees that:

- A. Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$200.
- B. The making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.
- C. Respondent was unaware of the provisions of the law governing cash contributions and, therefore, did not willfully violate 2 U.S.C. § 441g.
- D. Respondent is aware that the Committee to Elect Ronnie G. Flipppo has agreed to accept full responsibility for Respondent's violation of 2 U.S.C. § 441g and to pay a civil penalty associated with this violation.
- E. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.
- V. General Conditions
 - A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

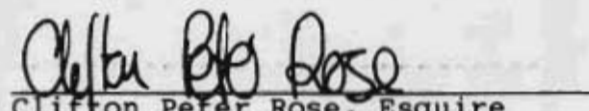
79040153906

- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

9/25/79
Date


William C. Oldaker
General Counsel
Federal Election Commission

9/13/79
Date


Clifton Peter Rose, Esquire
Attorney for Respondent,
Bobby Weems

79040153907



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

September 25, 1979

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Tom Thrasher
612 Wheeler Avenue, N.W.
Huntsville, Alabama 35801

RE: MUR 527(78)

Dear Mr. Thrasher

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Clifton Peter Rose, Esquire. Enclosed is a copy of the signed agreement.

The file concerning your involvement in this matter is now closed.

Sincerely,

A handwritten signature in dark ink, appearing to read "William C. Oldaker", is written over the typed name.

William C. Oldaker
General Counsel

Enclosure
cc: Carole L. Kuebler, Esquire

79040153908



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Tom Thrasher
612 Wheeler Avenue, N.W.
Huntsville, Alabama 35801

RE: MUR 527(78)

Dear Mr. Thrasher

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Clifton Peter Rose, Esquire. Enclosed is a copy of the signed agreement.

The file concerning your involvement in this matter is now closed.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

cc: Carole L. Kuebler, Esquire

79040133909

9/25/79

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Mr. Tom Thrasher

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)
)

MUR 527 (78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. Tom Thrasher (hereinafter "Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a) (5) do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent fact in this matter is as follows:
Respondent made a cash contribution to the Committee to Elect Ronnie G. Flippo on April 28, 1976, in the sum of \$800.

79040153910

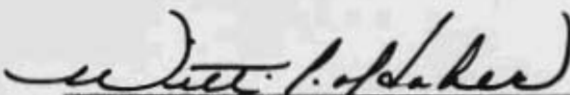
WHEREFORE, Respondent agrees that:

- A. Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$800.
- B. The making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.
- C. Respondent was unaware of the provisions of the law governing cash contributions and, therefore, did not willfully violate 2 U.S.C. § 441g.
- D. Respondent is aware that the Committee to Elect Ronnie G. Flipppo has agreed to accept full responsibility for Respondent's violation of 2 U.S.C. § 441g and to pay a civil penalty associated with this violation.
- E. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.
- V. General Conditions
 - A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

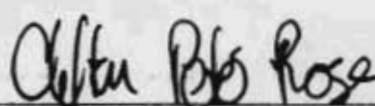
72040153911

- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

9/25/79
Date


William C. Oldaker
General Counsel
Federal Election Commission

9/13/79
Date


Clifton Peter Rose, Esquire
Attorney for Respondent,
Tom Thrasher

79040153912



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

September 25, 1979

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Howard Roberts
Post Office Box 757
Sheffield, Alabama 35660

RE: MUR 527(78)

Dear Mr. Roberts,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Clifton Peter Rose, Esquire. Enclosed is a copy of the signed agreement.

The file concerning your involvement in this matter is now closed.

Sincerely,

A handwritten signature in dark ink, appearing to read "William C. Oldaker", is written over a horizontal line.

William C. Oldaker
General Counsel

Enclosure

cc: Carole L. Kuebler, Esquire

79040153913



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Howard Roberts
Post Office Box 757
Sheffield, Alabama 35660

RE: MUR 527(78)

Dear Mr. Roberts,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Clifton Peter Rose, Esquire. Enclosed is a copy of the signed agreement.

The file concerning your involvement in this matter is now closed.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

cc: Carole L. Kuebler, Esquire

AW
9/25/78

79040153914

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Mr. Howard Roberts

)
)
)

MUR 527 (78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. Howard Roberts (hereinafter "Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a) (5) do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent fact in this matter is as follows:
Respondent made a cash contribution to the Committee to Elect Ronnie G. Flippo on April 28, 1976, in the sum of \$500.

79040153915

WHEREFORE, Respondent agrees that:

- A. Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$500.
- B. The making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.
- C. Respondent was unaware of the provisions of the law governing cash contributions and, therefore, did not willfully violate 2 U.S.C. § 441g.
- D. Respondent is aware that the Committee to Elect Ronnie G. Flipppo has agreed to accept full responsibility for Respondent's violation of 2 U.S.C. § 441g and to pay a civil penalty associated with this violation.
- E. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.
- V. General Conditions
 - A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

79040153916

- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

9/25/79
Date

William C. Oldaker
William C. Oldaker
General Counsel
Federal Election Commission

9/19/79
Date

Clifton Peter Rose
Clifton Peter Rose, Esquire
Attorney for Respondent,
Howard Roberts

79040153917



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

September 25, 1979

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. William Martin, Jr.
403 Park Boulevard
Sheffield, Alabama 35660

RE: MUR 527(78)

Dear Mr. Martin,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Clifton Peter Rose, Esquire. Enclosed is a copy of the signed agreement.

The file concerning your involvement in this matter is now closed.

Sincerely,

A handwritten signature in cursive script, which appears to read "William C. Oldaker", is written over the typed name.

William C. Oldaker
General Counsel

Enclosure
cc: Carole L. Kuebler, Esquire

79040153918



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. William Martin, Jr.
403 Park Boulevard
Sheffield, Alabama 35660

RE: MUR 527(78)

Dear Mr. Martin,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Clifton Peter Rose, Esquire. Enclosed is a copy of the signed agreement.

The file concerning your involvement in this matter is now closed.

Sincerely,

William C. Oldaker
General Counsel

Enclosure
cc: Carole L. Kuebler, Esquire

79040153919

AW
9/25/79

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 527 (78)
Mr. William Martin, Jr.)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. William Martin, Jr., (hereinafter "Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a) (5) do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent fact in this matter is as follows:
Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the sum of \$500.

79040153920


WHEREFORE, Respondent agrees that:

- A. Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$500.
- B. The making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.
- C. Respondent was unaware of the provisions of the law governing cash contributions and, therefore, did not willfully violate 2 U.S.C. § 441g.
- D. Respondent is aware that the Committee to Elect Ronnie G. Flipppo has agreed to accept full responsibility for Respondent's violation of 2 U.S.C. § 441g and to pay a civil penalty associated with this violation.
- E. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.
- V. General Conditions
 - A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

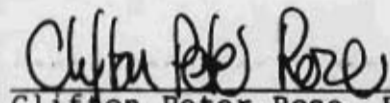
79040153921

- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

9/25/79
Date


William C. Oldaker
General Counsel
Federal Election Commission

9/19/79
Date


Clifton Peter Rose, Esquire
Attorney for Respondent,
William Martin, Jr.

79040153922



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

September 25, 1979

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Randy Lingo
Post Office Box 42
Pleasant Grove, Alabama 35127

RE: MUR 527(78)

Dear Mr. Lingo,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Clifton Peter Rose, Esquire. Enclosed is a copy of the signed agreement.

The file concerning your involvement in this matter is now closed.

Sincerely,

A handwritten signature in dark ink, appearing to read "William C. Oldaker", is written over the typed name.

William C. Oldaker
General Counsel

Enclosure
cc: Carole L. Kuebler, Esquire

79040153923



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Randy Lingo
Post Office Box 42
Pleasant Grove, Alabama 35127

RE: MUR 527(78)

Dear Mr. Lingo,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Clifton Peter Rose, Esquire. Enclosed is a copy of the signed agreement.

The file concerning your involvement in this matter is now closed.

Sincerely,

William C. Oldaker
General Counsel

Enclosure
cc: Carole L. Kuebler, Esquire

79040153924

AW 9/25/79

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Mr. Randy Lingo

)
)
)

MUR 527 (78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. Randy Lingo (hereinafter "Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a) (5) do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent fact in this matter is as follows:
Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the sum of \$200.

72010153925

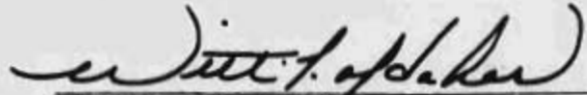
WHEREFORE, Respondent agrees that:

- A. Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$200.
- B. The making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.
- C. Respondent was unaware of the provisions of the law governing cash contributions and, therefore, did not willfully violate 2 U.S.C. § 441g.
- D. Respondent is aware that the Committee to Elect Ronnie G. Flipppo has agreed to accept full responsibility for Respondent's violation of 2 U.S.C. § 441g and to pay a civil penalty associated with this violation.
- E. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.
- V. General Conditions
 - A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

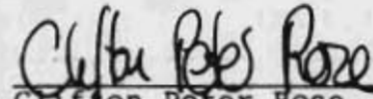
79010153926

- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

9/25/79
Date


William C. Oldaker
General Counsel
Federal Election Commission

9/13/79
Date


Clifton Peter Rose, Esquire
Attorney for Respondent,
Randy Lingo

79040153927



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

September 25, 1979

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. David Ladner
Shoals Acres
Sheffield, Alabama 35660

RE: MUR 527(78)

Dear Mr. Ladner,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Clifton Peter Rose, Esquire. Enclosed is a copy of the signed agreement.

The file concerning your involvement in this matter is now closed.

Sincerely,

A handwritten signature in dark ink, which appears to read "William C. Oldaker", is written over the typed name.

William C. Oldaker
General Counsel

Enclosure
cc: Carole L. Kuebler, Esquire

79040133928

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Mr. David Ladner

)
)
)

MUR 527 (78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. David Ladner (hereinafter "Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a) (5) do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent fact in this matter is as follows:
Respondent made a cash contribution to the Committee to Elect Ronnie G. Flippo on April 28, 1976, in the sum of \$502.

79010155929

WHEREFORE, Respondent agrees that:

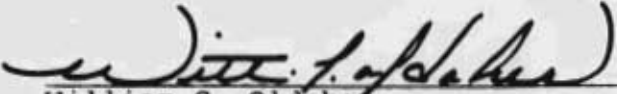
- A. Respondent made a cash contribution to the Committee to Elect Ronnie G. Flippo on April 28, 1976, in the amount of \$502.
- B. The making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.
- C. Respondent was unaware of the provisions of the law governing cash contributions and, therefore, did not willfully violate 2 U.S.C. § 441g.
- D. Respondent is aware that the Committee to Elect Ronnie G. Flippo has agreed to accept full responsibility for Respondent's violation of 2 U.S.C. § 441g and to pay a civil penalty associated with this violation.
- E. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.
- V. General Conditions
 - A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

79040153930

- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

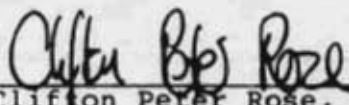
7 9 0 4 0 1 5 3 9 3 1
Date

9/25/79


William C. Oldaker
General Counsel
Federal Election Commission

Date

9/19/79


Clifton Peter Rose, Esquire
Attorney for Respondent,
David Ladner



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. David Ladner
Shoals Acres
Sheffield, Alabama 35660

RE: MUR 527(78)

Dear Mr. Ladner,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Clifton Peter Rose, Esquire. Enclosed is a copy of the signed agreement.

The file concerning your involvement in this matter is now closed.

Sincerely,

William C. Oldaker
General Counsel

Enclosure
cc: Carole L. Kuebler, Esquire

79040153932

RW 9/25/79



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

September 25, 1979

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. D.F. Johnson
625 Springdale Road
Birmingham, Alabama 35217

RE: MUR 527(78)

Dear Mr. Johnson,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Clifton Peter Rose, Esquire. Enclosed is a copy of the signed agreement.

The file concerning your involvement in this matter is now closed.

Sincerely,

A handwritten signature in dark ink, appearing to read "William C. Oldaker", is written over the typed name.

William C. Oldaker
General Counsel

Enclosure
cc: Carole L. Kuebler, Esquire

79040153933



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

September 25, 1979

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Jerry Johns
Post Office Box 6214A
Birmingham, Alabama 35217

RE: MUR 527(78)

Dear Mr. Johns,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Clifton Peter Rose, Esquire. Enclosed is a copy of the signed agreement.

The file concerning your involvement in this matter is now closed.

Sincerely,

A handwritten signature in dark ink, appearing to read "W. C. Oldaker", written over a horizontal line.

William C. Oldaker
General Counsel

Enclosure
cc: Carole L. Kuebler, Esquire

79040153934



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. D.F. Johnson
625 Springdale Road
Birmingham, Alabama 35217

RE: MUR 527(78)

Dear Mr. Johnson,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Clifton Peter Rose, Esquire. Enclosed is a copy of the signed agreement.

The file concerning your involvement in this matter is now closed.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

cc: Carole L. Kuebler, Esquire

79040153935

AW
9/25/79

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Mr. D. F. Johnson

)
)
) MUR 527 (78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. D. F. Johnson (hereinafter "Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a) (5) do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent fact in this matter is as follows:
Respondent made a cash contribution to the Committee to Elect Ronnie G. Flippo on April 28, 1976, in the sum of \$200.

79040153936

WHEREFORE, Respondent agrees that:

- A. Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$200.
- B. The making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.
- C. Respondent was unaware of the provisions of the law governing cash contributions and, therefore, did not willfully violate 2 U.S.C. § 441g.
- D. Respondent is aware that the Committee to Elect Ronnie G. Flipppo has agreed to accept full responsibility for Respondent's violation of 2 U.S.C. § 441g and to pay a civil penalty associated with this violation.
- E. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.
- V. General Conditions
 - A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

79040153937

- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

7 9 0 4 0 1 5 3 9 3 8
Date 9/15/79

William C. Oldaker
William C. Oldaker
General Counsel
Federal Election Commission

Date 9/25/79

Clifton Peter Rose
Clifton Peter Rose, Esquire
Attorney for Respondent,
D. F. Johnson



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Jerry Johns
Post Office Box 6214A
Birmingham, Alabama 35217

RE: MUR 527(78)

Dear Mr. Johns,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Clifton Peter Rose, Esquire. Enclosed is a copy of the signed agreement.

The file concerning your involvement in this matter is now closed.

Sincerely,

William C. Oldaker
General Counsel

Enclosure
cc: Carole L. Kuebler, Esquire

79040153939

9/25/78

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Mr. Jerry Johns

)
)
)

MUR 527 (78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. Jerry Johns (hereinafter "Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a) (5) do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent fact in this matter is as follows:
Respondent made a cash contribution to the Committee to Elect Ronnie G. Flippo on April 28, 1976, in the sum of \$200.

79040133940

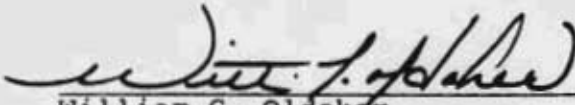
WHEREFORE, Respondent agrees that:

- A. Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$200.
- B. The making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.
- C. Respondent was unaware of the provisions of the law governing cash contributions and, therefore, did not willfully violate 2 U.S.C. § 441g.
- D. Respondent is aware that the Committee to Elect Ronnie G. Flipppo has agreed to accept full responsibility for Respondent's violation of 2 U.S.C. § 441g and to pay a civil penalty associated with this violation.
- E. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.
- V. General Conditions
 - A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

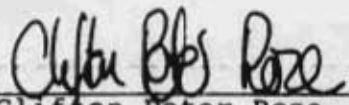
72040153941

- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

9/25/79
Date


William C. Oldaker
General Counsel
Federal Election Commission

9/19/79
Date


Clifton Peter Rose, Esquire
Attorney for Respondent,
Jerry Johns

79040153942



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

September 25, 1979

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Ellis Haddock
761 Sannoner Avenue
Florence, Alabama 35630

RE: MUR 527(78)

Dear Mr. Haddock,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Clifton Peter Rose, Esquire. Enclosed is a copy of the signed agreement.

The file concerning your involvement in this matter is now closed.

Sincerely,

A handwritten signature in cursive script, which appears to read "William C. Oldaker", is written over the typed name.

William C. Oldaker
General Counsel

Enclosure
cc: Carole L. Kuebler, Esquire

79040153943



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Ellis Haddock
761 Sannoner Avenue
Florence, Alabama 35630

RE: MUR 527(78)

Dear Mr. Haddock,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Clifton Peter Rose, Esquire. Enclosed is a copy of the signed agreement.

The file concerning your involvement in this matter is now closed.

Sincerely,

William C. Oldaker
General Counsel

Enclosure
cc: Carole L. Kuebler, Esquire

79040133944

AW
9/25/77

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Mr. Ellis Haddock

)
)
)

MUR 527 (78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. Ellis Haddock (hereinafter "Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a) (5) do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent fact in this matter is as follows:
Respondent made a cash contribution to the Committee to Elect Ronnie G. Flippo on April 28, 1976, in the sum of \$300.

79040153945

WHEREFORE, Respondent agrees that:

- A. Respondent made a cash contribution to the Committee to Elect Ronnie G. Flippo on April 28, 1976, in the amount of \$300.
- B. The making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.
- C. Respondent was unaware of the provisions of the law governing cash contributions and, therefore, did not willfully violate 2 U.S.C. § 441g.
- D. Respondent is aware that the Committee to Elect Ronnie G. Flippo has agreed to accept full responsibility for Respondent's violation of 2 U.S.C. § 441g and to pay a civil penalty associated with this violation.
- E. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.
- V. General Conditions
 - A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

79040153946

B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.

C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

9/25/79
Date

William C. Oldaker
William C. Oldaker
General Counsel
Federal Election Commission

9/19/79
Date

Clifton Peter Rose
Clifton Peter Rose, Esquire
Attorney for Respondent,
Ellis Haddock

79040153947



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

September 25, 1979

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Ed Grills
625 Springdale Road
Birmingham, Alabama 35217

RE: MUR 527(78)

Dear Mr. Grills,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Clifton Peter Rose, Esquire. Enclosed is a copy of the signed agreement.

The file concerning your involvement in this matter is now closed.

Sincerely,

A handwritten signature in dark ink, appearing to read "William C. Oldaker", is written over the typed name.

William C. Oldaker
General Counsel

Enclosure

cc: Carole L. Kuebler, Esquire

79040153948



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Ed Grills
625 Springdale Road
Birmingham, Alabama 35217

RE: MUR 527(78)

Dear Mr. Grills,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Clifton Peter Rose, Esquire. Enclosed is a copy of the signed agreement.

The file concerning your involvement in this matter is now closed.

Sincerely,

William C. Oldaker
General Counsel

Enclosure
cc: Carole L. Kuebler, Esquire

79010153949

AW
9/25/78

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

Mr. Ed Grills

)
)
)

MUR 527 (78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. Ed Grills (hereinafter "Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a) (5) do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent fact in this matter is as follows:
Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the sum of \$300.

79040153950

WHEREFORE, Respondent agrees that:

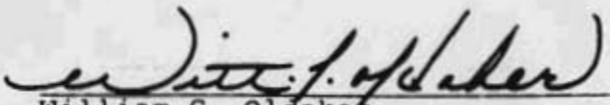
- A. Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$300.
- B. The making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.
- C. Respondent was unaware of the provisions of the law governing cash contributions and, therefore, did not willfully violate 2 U.S.C. § 441g.
- D. Respondent is aware that the Committee to Elect Ronnie G. Flipppo has agreed to accept full responsibility for Respondent's violation of 2 U.S.C. § 441g and to pay a civil penalty associated with this violation.
- E. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.
- V. General Conditions
 - A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

79040153951

- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

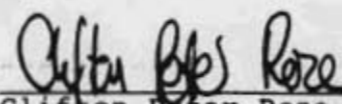
Date

9/25/79


William C. Oldaker
General Counsel
Federal Election Commission

Date

9/13/79


Clifton Peter Rose, Esquire
Attorney for Respondent,
Ed Grills

79040153952



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

September 25, 1979

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Bobby Griffin, Jr.
108 East Alabama
Florence, Alabama 35630

RE: MUR 527(78)

Dear Mr. Griffin,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Clifton Peter Rose, Esquire. Enclosed is a copy of the signed agreement.

The file concerning your involvement in this matter is now closed.

Sincerely,

A handwritten signature in dark ink, appearing to read "William C. Oldaker".

William C. Oldaker
General Counsel

Enclosure
cc: Carole L. Kuebler, Esquire

72040153953



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Bobby Griffin, Jr.
108 East Alabama
Florence, Alabama 35630

RE: MUR 527(78)

Dear Mr. Griffin,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Clifton Peter Rose, Esquire. Enclosed is a copy of the signed agreement.

The file concerning your involvement in this matter is now closed.

Sincerely,

William C. Oldaker
General Counsel

Enclosure
cc: Carole L. Kuebler, Esquire

79040153954

AD
2/25/79

79040153955

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MUR 527 (78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. Bobby Griffin, Jr. (hereinafter "Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a) (5) do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent fact in this matter is as follows:
Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the sum of \$150.

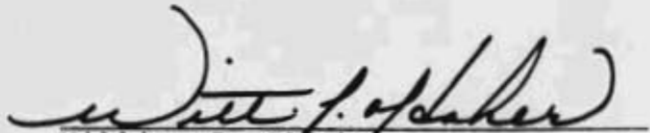
WHEREFORE, Respondent agrees that:

- A. Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$150.
- B. The making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.
- C. Respondent was unaware of the provisions of the law governing cash contributions and, therefore, did not willfully violate 2 U.S.C. § 441g.
- D. Respondent is aware that the Committee to Elect Ronnie G. Flipppo has agreed to accept full responsibility for Respondent's violation of 2 U.S.C. § 441g and to pay a civil penalty associated with this violation.
- E. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.
- V. General Conditions
 - A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

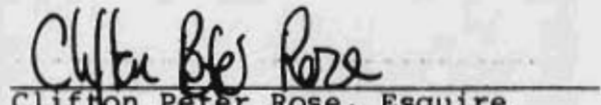
79040153956

- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

9/25/79
Date


William C. Oldaker
General Counsel
Federal Election Commission

9/19/79
Date


Clifton Peter Rose, Esquire
Attorney for Respondent,
Bobby Griffin, Jr.

79040153957



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

September 25, 1979

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Ms. Yvonne Flippo
325 Nottingham Road
Florence, Alabama 35630

RE: MUR 527(78)

Dear Ms. Flippo,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Clifton Peter Rose, Esquire. Enclosed is a copy of the signed agreement.

The file concerning your involvement in this matter is now closed.

Sincerely,

A handwritten signature in dark ink, appearing to read "W. C. Oldaker", is written over the typed name.

William C. Oldaker
General Counsel

Enclosure
cc: Carole L. Kuebler, Esquire

79040153958



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Ms. Yvonne Flippo
325 Nottingham Road
Florence, Alabama 35630

RE: MUR 527(78)

Dear Ms. Flippo,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Clifton Peter Rose, Esquire. Enclosed is a copy of the signed agreement.

The file concerning your involvement in this matter is now closed.

Sincerely,

William C. Oldaker
General Counsel

Enclosure
cc: Carole L. Kuebler, Esquire

79040133959

AW
9/25/79

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Ms. Yvonne Flippo

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MUR 527 (78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Ms. Yvonne Flippo (hereinafter "Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a) (5) do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent fact in this matter is as follows:
Respondent made a cash contribution to the Committee to Elect Ronnie G. Flippo on April 28, 1976, in the sum of \$450.

79040153960

WHEREFORE, Respondent agrees that:

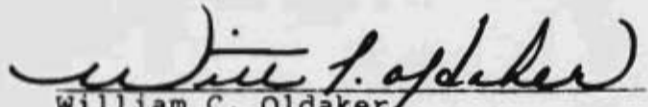
- A. Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$450.
- B. The making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.
- C. Respondent was unaware of the provisions of the law governing cash contributions and, therefore, did not willfully violate 2 U.S.C. § 441g.
- D. Respondent is aware that the Committee to Elect Ronnie G. Flipppo has agreed to accept full responsibility for Respondent's violation of 2 U.S.C. § 441g and to pay a civil penalty associated with this violation.
- E. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.
- V. General Conditions
 - A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

72040153961

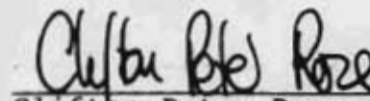
B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.

C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

79040133962
Date 9/25/79


William C. Oldaker
General Counsel
Federal Election Commission

Date 9/19/79


Clifton Peter Rose, Esquire
Attorney for Respondent,
Yvonne Flippo



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

September 25, 1979

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. E. L. Culver
Cloverdale Road
Florence, Alabama 35630

RE: MUR 527(78)

Dear Mr. Culver,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Clifton Peter Rose, Esquire. Enclosed is a copy of the signed agreement.

The file concerning your involvement in this matter is now closed.

Sincerely,

A handwritten signature in dark ink, which appears to read "William C. Oldaker", is written over the typed name.

William C. Oldaker
General Counsel

Enclosure
cc: Carole L. Kuebler, Esquire

79040153963



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. E. L. Culver
Cloverdale Road
Florence, Alabama 35630

RE: MUR 527(78)

Dear Mr. Culver,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Clifton Peter Rose, Esquire. Enclosed is a copy of the signed agreement.

The file concerning your involvement in this matter is now closed.

Sincerely,

William C. Oldaker
General Counsel

Enclosure
cc: Carole L. Kuebler, Esquire

72010133964

A/c
9/25/79

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Mr. E. L. Culver

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MUR 527 (78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. E. L. Culver (hereinafter "Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a) (5) do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent fact in this matter is as follows:
Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the sum of \$1,000.

79040153965

WHEREFORE, Respondent agrees that:

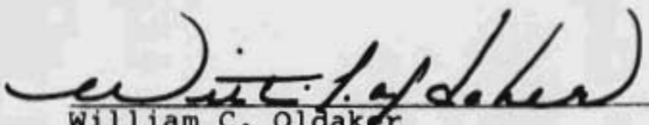
- A. Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$1,000.
- B. The making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.
- C. Respondent was unaware of the provisions of the law governing cash contributions and, therefore, did not willfully violate 2 U.S.C. § 441g.
- D. Respondent is aware that the Committee to Elect Ronnie G. Flipppo has agreed to accept full responsibility for Respondent's violation of 2 U.S.C. § 441g and to pay a civil penalty associated with this violation.
- E. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.
- V. General Conditions
 - A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

72040153966

- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

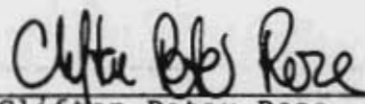
Date

9/25/79


William C. Oldaker
General Counsel
Federal Election Commission

Date

9/19/79


Clifton Peter Rose, Esquire
Attorney for Respondent,
E. L. Culver

79040153967



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

September 25, 1979

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. James R. Box
201 East 4th Street
Sheffield, Alabama 35217

RE: MUR 527(78)

Dear Mr. Box,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Clifton Peter Rose, Esquire. Enclosed is a copy of the signed agreement.

The file concerning your involvement in this matter is now closed.

Sincerely,

A handwritten signature in cursive script, which appears to read "William C. Oldaker", is written over the typed name.

William C. Oldaker
General Counsel

Enclosure
cc: Carole L. Kuebler, Esquire

79040153968



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. James R. Box
201 East 4th Street
Sheffield, Alabama 35217

RE: MUR 527(78)

Dear Mr. Box,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Clifton Peter Rose, Esquire. Enclosed is a copy of the signed agreement.

The file concerning your involvement in this matter is now closed.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

cc: Carole L. Kuebler, Esquire

79040153969

Ans
9/25/79

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

Mr. James R. Box

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MUR 527 (78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. James R. Box (hereinafter "Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a) (5) do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent fact in this matter is as follows:
Respondent made a cash contribution to the Committee to Elect Ronnie G. Flippo on April 28, 1976, in the sum of \$550.

79040153970

WHEREFORE, Respondent agrees that:

- A. Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$550.
- B. The making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.
- C. Respondent was unaware of the provisions of the law governing cash contributions and, therefore, did not willfully violate 2 U.S.C. § 441g.
- D. Respondent is aware that the Committee to Elect Ronnie G. Flipppo has agreed to accept full responsibility for Respondent's violation of 2 U.S.C. § 441g and to pay a civil penalty associated with this violation.
- E. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.
- V. General Conditions
 - A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

79040153971

- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

9/25/79

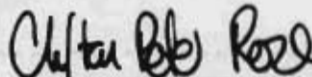
Date



William C. Oldaker
General Counsel
Federal Election Commission

9/19/79

Date



Clifton Peter Rose, Esquire
Attorney for Respondent,
James R. Box

79040153972

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
Committee to Elect Ronnie)
G. Flippo)
R. Lonnie Flippo)
Ronnie G. Flippo)
William D. Biggs)
Mr. James R. Box)
Mr. E. L. Culver)
Mr. Ed Estes)
Ms. Yvonne Flippo)
Mr. Bobby Griffin, Jr.)
Mr. Ed Grills)
Mr. Ellis Haddock)
Mr. Jerry Johns)
Mr. D. F. Johnson)
Mr. David Ladner)
Mr. Randy Lingo)
Mr. William Martin, Jr.)
Mr. Howard Roberts)
Mr. Tom Thrasher)
Mr. Bobby Weems)

MUR 527

CERTIFICATION

I, Marjorie W. Emmons, Secretary to the Federal Election Commission, do hereby certify that on September 25, 1979, the Commission determined by a vote of 5-1 to adopt the following recommendations, as set forth in the General Counsel's Memorandum dated September 13, 1979, regarding the above-captioned matter:

1. Approve the revised conciliation agreements attached to the above-named memorandum.

(Continued)

79040153973

MUR 527
Memorandum dated 9-13-79
CERTIFICATION

Page 2

2. Send the letters attached to the above-named memorandum

Voting for this determination were Commissioners Aikens, Friedersdorf, Harris, McGarry, and Tiernan with Commissioner Reiche dissenting.

Attest:

9/25/79
Date

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

Received in Office of the Commission Secretary: 9-13-79, 4:02
Circulated on 48 hour vote basis: 9-14-79, 2:00
This vote was taken in Executive Session on September 25, 1979

79040153974



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

MEMORANDUM TO: CHARLES STEELE *e*
FROM: MARJORIE W. EMMONS/MARGARET CHANEY *mc*
DATE: SEPTEMBER 18, 1979
SUBJECT: OBJECTION - MUR 527 - Memorandum from OGC
dated 9-13-79 with 19 Conciliation
Agreements and 19 Letters

The above-named document was circulated on a 48
hour vote basis at 2:00, September 14, 1979.

Commissioner Reiche submitted an objection at 1:51,
September 18, 1979, thereby placing MUR 527 on the
Executive Session Agenda for September 25, 1979.

79040133975

September 13, 1979

MEMORANDUM TO: Marge Emmons
FROM: Jane Colgrove
SUBJECT: MUR 527

Please have the attached Memo to the Commission on
MUR 527 distributed to the Commission on a 48 hour tally
basis.

Thank you.

79040153975



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

RECEIVED
OFFICE OF THE
CLERK OF THE
COMMISSION

79 SEP 13 P 4: 02

September 13, 1979

MEMORANDUM TO: The Commission

FROM: William C. Oldaker

SUBJECT: Conciliation Agreements Re: Committee to Elect
Ronnie G. Flippo

On June 27, 1979, the Commission found probable cause to believe that the Committee to Elect Ronnie G. Flippo and Ronnie G. Flippo had violated 2 U.S.C. § 441a(f), that William D. Biggs had violated 2 U.S.C. § 441a(a)(1)(A), that R. Lonnie Flippo had violated 2 U.S.C. §§ 441a(a)(1)(A) and 441g, and that sixteen additional named individuals had violated 2 U.S.C. § 441g. The Office of General Counsel was authorized to file suit against all of the above respondents.

During the discussion of this matter, certain Commissioners indicated a willingness to consider lower civil penalties than those which had been discussed during the negotiations between this Office and counsel for all respondents. Therefore this Office suggested to counsel that these negotiations be resumed.

Attached for Commission approval are nineteen conciliation agreements which resulted from the renewed conciliation process and which have been signed by counsel for the respondents involved. Civil penalties totaling \$9800 are included and have been paid. (See attached copies of checks.) One additional signed agreement is expected in the near future; upon its receipt it too will be presented to the Commission for approval.

RECOMMENDATION

1. That the Commission approve the revised conciliation agreements attached to this memorandum.
2. Send the attached letters.

Attachments:

Copies of checks
19 conciliation agreements
19 letters

79040133977

7 2 2 1 0 1 9 7 3

COMMITTEE TO ELECT
RONNIE G. FLIPPO

PO BOX 1221

FLORENCE, AL 35630

PAY TO THE
ORDER OF United States Treasury

\$7,800.00

September 11, 1979

51-130
622

Seven-Thousand Eight Hundred and 00/100's

DOLLARS

EMERALD NATIONAL BANK OF FLORENCE
AN ALABAMA BANK CORPORATION

Eleanor J. Korton

2008998

FOR

⑈000427⑈ -⑈0622⑈0130⑈

COMMITTEE TO ELECT
RONNIE G. FLIPPO

PO BOX 1221

FLORENCE, AL 35630

PAY TO THE
ORDER OF United States Treasury

\$2,000.00

September 11, 1979

51-130
622

Two-thousand and 00/100's

DOLLARS

EMERALD NATIONAL BANK OF FLORENCE
AN ALABAMA BANK CORPORATION

Eleanor J. Korton

2008998

⑈000426⑈ -⑈0622⑈0130⑈

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 527 (78)
Committee to Elect Ronnie)
G. Flippo)

Conciliation Agreement

This matter having been initiated by the Commission in the ordinary course of carrying out its supervisory responsibilities; and, after an investigation, the Commission having found reasonable cause to believe that the Committee to Elect Ronnie G. Flippo (hereinafter "Respondent"), the principal campaign committee of Ronnie G. Flippo (hereinafter "the Candidate"), has violated 2 U.S.C. § 441a(f).

WHEREFORE, the Commission and the Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437 (a)(5), do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. The Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. The Respondent enters into this agreement with the Commission voluntarily.
- IV. Respondent agrees that the pertinent facts in this matter are as follow:
 - A. Respondent's treasurer during the 1976 election year was Mr. R. Lonnie Flippo.

79040153979

- B. On March 18, 1976, the Respondent per R. Lonnie Flippo, who signed the instrument "R. Lonnie Flippo, Chairman," obtained a loan from the Shoals National Bank of Florence, Florence, Alabama, in the sum of \$33,000.
- C. Two 30-day extension agreements pertaining to the above \$33,000 loan were negotiated on April 17, 1976, and May 17, 1976.
- D. Each of the two extension agreements pertaining to the above \$33,000 loan was signed: "Maker: Committee to Elect Ronnie G. Flippo; Dealer or Endorser: R. Lonnie Flippo."
- E. On April 19, 1976, the Respondent obtained a loan from the Shoals National Bank of Florence, Florence, Alabama, in the sum of \$10,000.
- F. The 90-day promissory note in support of the \$10,000 loan obtained by the Respondent from the Shoals National Bank was signed "Committee to Elect Ronnie G. Flippo; R. Lonnie Flippo."
- G. According to a statement prepared by the lending officer of Shoals National Bank, the bank considered the personal assets of the Candidate as further assurance in making the above \$33,000 and \$10,000 loans, although the Candidate's signature did not appear on any of the instruments involved.
- H. On April 12, 1976, Mr. R. Lonnie Flippo, the Candidate's first cousin, made a loan of \$5,000 to the Candidate evidenced by written instrument.

79040133980

- I. On April 12, 1976, the Candidate made a loan of \$5,000 to Respondent.
- J. On April 20, 1976, the Candidate obtained a personal loan for use in his campaign of \$30,000 from the First National Bank of Birmingham, Birmingham, Alabama.
- K. The 60-day promissory note in support of the above \$30,000 loan obtained by the Candidate was signed by the Candidate and signed on the back by Mr. R. Lonnie Flipppo and Mr. William D. Biggs.
- L. On April 20, 1976, the Candidate made a loan of \$30,000 to Respondent.
- M. The loan obtained by the Candidate from the First National Bank of Birmingham was transferred to the Shoals National Bank of Florence after September 7, 1976.
- N. On April 29, 1976, the Respondent made the first payment on the \$33,000 and \$10,000 loans obtained from the Shoals National Bank; this first payment was in the sum of \$3,500.
- O. On April 22 and 24, 1976, the Respondent repaid the \$5,000 loan obtained from the Candidate, the installments being \$2,000 and \$3,000 respectively.

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- P. On July 26, 1976, Respondent made the first payment on the \$30,000 loan obtained from the Candidate; this first payment was in the sum of \$4,500.
- Q. The first four payments on the \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham and later transferred to the Shoals National Bank of Florence were paid by the Respondent to the Candidate, while the final three payments were made directly to the Shoals National Bank.
- R. On April 17, 1976, Mr. William D. Biggs made a contribution to the Respondent in the amount of \$1,000.
- S. On March 16, March 23, and April 2, 1976, Mr. R. Lonnie Flipppo made cash contributions to the Respondent totaling \$920.
- T. Between March and July, 1976, eighteen individuals contributed in excess of \$100 in cash to the Candidate's campaign. Respondent has refunded the amounts by which the contribution(s) from each individual exceeded \$100.

WHEREFORE, Respondent agrees that:

- A. On March 18, 1976, Mr. R. Lonnie Flipppo signed a promissory note for a \$33,000 loan obtained by

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Respondent from the Shoals National Bank in a manner which indicated that he was signing in a representative capacity.

- B. On April 17, 1976, and May 17, 1976, , Mr. R. Lonnie Flipppo signed two 30-day extension agreements pertaining to the \$33,000 loan obtained by Respondent from the Shoals National Bank of Florence in a manner which may be construed to have been in an individual capacity.
- C. On April 19, 1976, Mr. R. Lonnie Flipppo signed the promissory note in support of the \$10,000 loan obtained by Respondent from the Shoals National Bank of Florence in a manner which may be construed to have been in an individual capacity.
- D. On April 12, 1976, Mr. R. Lonnie Flipppo made a loan of \$5,000 to the Candidate, his first cousin, evidenced by written instrument.
- E. On April 12, 1976, the Candidate made a loan of \$5,000 to Respondent.
- F. The April 12, 1976, loan made by Mr. R. Lonnie Flipppo to the Candidate in the sum of \$5,000 was made for the purpose of influencing the nomination for election of the Candidate to federal office.
- G. Respondent had knowledge that the source of the \$5,000 loan obtained by Respondent on April 12, 1976, from the Candidate originated from the loan obtained

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by the Candidate from Mr. R. Lonnie Flipppo the same amount.

- H. A loan made for the purpose of influencing the nomination for election of a candidate to federal office constitutes a contribution under 2 U.S.C. § 431(e)(1).
- I. In that Mr. R. Lonnie Flipppo was unaware of the law concerning contributions made by family members, the receipt by Respondent of the subject \$5,000 loan from R. Lonnie Flipppo, the Candidate's first cousin, did not constitute a willful violation of the Federal Election Campaign Act of 1971, as amended ("the Act").
- J. On April 20, 1976, Mr. R. Lonnie Flipppo and Mr. William D. Biggs signed the back of a promissory note in support of a \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham.
- K. On April 20, 1976, the Candidate made a loan of \$30,000 to the Committee.
- L. Mr. R. Lonnie Flipppo and Mr. William D. Biggs signed the promissory note supporting the \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham for purposes of influencing the Candidate's nomination for election to Federal office.
- M. The endorsement of a promissory note in support of a bank note which is to be used for purposes of in-

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fluencing the nomination for election of a person to Federal office constitutes a contribution to such person or to a committee under 2 U.S.C. § 431(e)(1).

- N. Endorsements of a bank loan to be used to influence the nomination for election of any person to Federal office are to be considered contributions by each endorser or guarantor in proportion of the unpaid balance thereof that each endorser or guarantor bears to the total number of endorsers or guarantors. 2 U.S.C. § 431(e)(5).
- O. Mr. R. Lonnie Flipppo's and Mr. William D. Biggs' proportions of the unpaid balance of the \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham were initially \$15,000 each.
- P. Respondent had knowledge that the \$30,000 loan made by the Candidate to Respondent had its source in the \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham and that Mr. R. Lonnie Flipppo and Mr. William G. Biggs had endorsed the promissory note in support of the \$30,000 loan obtained by the Candidate.
- Q. The total contributions made by Mr. R. Lonnie Flipppo and Mr. William G. Biggs to the Candidate's campaign exceeded \$1,000 per election.
- R. Contributions from an individual in excess of \$1,000 per election constitute a violation of 2 U.S.C. § 441a(a)(1)(A) by the individual involved.

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- S. Acceptance by a committee of contributions which are in violation of 2 U.S.C. § 441a(a)(1)(A) places the committee in violation of 2 U.S.C. § 441a(f).
- T. Respondent is in violation of 2 U.S.C. § 441a(f) for having accepted excessive contributions from Mr. R. Lonnie Flipppo and Mr. William G. Biggs.
- U. Respondent's acceptance of these excessive contributions did not constitute a willful act.
- V. Respondent did not return on a timely basis cash contributions from eighteen individuals in excess of \$100. Respondent, therefore, assumes responsibility for the fact that these excessive contributions were made by the individuals involved in violation of 2 U.S.C. § 441g and agrees to pay the civil penalties attributable to these violations.
- W. Respondent assumes responsibility for the violation by William G. Biggs of 2 U.S.C. § 441a(a)(1)(A) and agrees to pay the civil penalty attributable to that violation.
- X. Respondent will pay civil penalties totaling Seven Thousand Eight Hundred Dollars (\$7,800) pursuant to 2 U.S.C. § 437g(a)(5)(B).
- Y. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.

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V. General Conditions

- A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter at issue herein, or on its own motion, may review compliance with this Agreement. If the Commission believes that this Agreement or any requirements thereof have been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.
- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g (a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

FEDERAL ELECTION COMMISSION

Date _____

William C. Oldaker
General Counsel
Federal Election Commission

Date _____

Carole L. Ruebler
Carole L. Ruebler, Esquire
Attorney for Respondent,
Committee to Elect
Ronnie G. Flippo

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

R. Lonnie Flippo

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MUR 527(78)

CONCILIATION AGREEMENT

This matter having been initiated by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. R. Lonnie Flippo (hereinafter "Respondent") has violated 2 U.S.C. § 441a(a)(1)(A) and 2 U.S.C. § 441g:

WHEREFORE, the Commission and the Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a)(5), do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. Respondent agrees that the pertinent facts in this matter are as follows:

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- A. Respondent served as treasurer of the Committee to Elect Ronnie G. Flipppo (hereinafter "the Committee") during the 1976 election year.
- B. On March 18, 1976, the Committee per R. Lonnie Flipppo, who signed the instrument "R. Lonnie Flipppo, Chairman", obtained a loan from the Shoals National Bank of Florence, Florence, Alabama, in the sum of \$33,000.
- C. Two 30-day extension agreements pertaining to the above \$33,000 loan were negotiated on April 17, 1976, and May 17, 1976, on behalf of the Committee.
- D. Each of the two extension agreements pertaining to the above loan was signed: "Maker: Committee to Elect Ronnie G. Flipppo; Dealer or Endorser: R. Lonnie Flipppo."
- E. On April 19, 1976, the Committee obtained a loan from the Shoals National Bank of Florence, Florence, Alabama, in the sum of \$10,000.
- F. The 90-day promissory note in support of the \$10,000 loan obtained by the Committee from the Shoals National Bank was signed "Committee to Elect Ronnie G. Flipppo; R. Lonnie Flipppo."
- G. According to a statement prepared by the lending officer of Shoals National Bank, the Bank considered the personal assets of the Candidate as further

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assurance in making the above \$33,000 and \$10,000 loans although the Candidate's signature did not appear on any of the instruments involved.

- H. On April 12, 1976, Respondent made a personal loan of \$5,000 to Mr. Ronnie G. Flipppo, (hereinafter "the Candidate"). Respondent and the Candidate are first cousins.
- I. On April 12, 1976, the Candidate made a loan of \$5,000 to the Committee.
- J. On April 20, 1976, the Candidate obtained a personal loan in the sum of \$30,000 from the First National Bank of Birmingham, Birmingham, Alabama.
- K. The 60-day promissory note in support of the above \$30,000 loan obtained by the Candidate was signed by the Candidate and signed on the back by the Respondent and Mr. William D. Biggs.
- L. On April 20, 1976, the Candidate made a loan of \$30,000 to the Committee.
- M. The loan obtained by the Candidate from the First National Bank of Birmingham was transferred to the Shoals National Bank of Florence after September 7, 1976.

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- N. On April 29, 1976, the Committee made the first payment on the \$33,000 and \$10,000 loans obtained from the Shoals National Bank; this first payment was in the sum of \$3,500.
- O. On April 22 and 24, 1976, the Committee repaid the \$5,000 loan obtained from the Candidate; the installments involved were \$2,000 and \$3,000, respectively.
- P. On July 26, 1976, the Committee made the first payment on the \$30,000 loan obtained from the Candidate; this first payment was in the sum of \$4,500.
- Q. The first four payments on the \$30,000 loan obtained by the Candidate were paid by the Committee to the Candidate, while the final three payments were made directly to the Shoals National Bank.
- R. On March 16, 1976, March 23, 1976, and April 2, 1976, Respondent made contributions in cash to the Committee. These contributions were in the sums of \$500, \$20, and \$400 respectively, for a total of \$920.

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WHEREFORE, Respondent agrees that:

- A. On March 18, 1976, Respondent signed a promissory note for a \$33,000 loan obtained by the Committee from the Shoals National Bank in a manner which indicated that he was signing in a representative capacity.
- B. On April 17, 1976, and May 17, 1976, Respondent signed two 30-day extension agreements pertaining to the \$33,000 loan obtained by the Committee from the Shoals National Bank of Florence, Florence, Alabama, in a manner which may be construed to have been in an individual capacity.
- C. Respondent signed the promissory note in support of the \$10,000 loan obtained by the Committee from the Shoals National Bank of Florence on April 19, 1976, in a manner which may be construed to have been in an individual capacity.
- D. On April 12, 1976, Respondent made a loan of \$5,000 to the Candidate.
- E. On April 12, 1976, the Candidate made a loan of \$5,000 to the Committee.
- F. The loan made by Respondent to the Candidate on April 12, 1976, in the sum of \$5,000 was made for the purpose of influencing the nomination for election of the Candidate to Federal office.

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- G. A loan made for the purpose of influencing the nomination for election of a candidate to Federal office constitutes a contribution under 2 U.S.C. § 431(e)(1).
- H. On April 20, 1976, the Respondent affixed his signature to the back of a promissory note in support of a \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham, Birmingham, Alabama. The Respondent's signature was one of two on the back of the note.
- I. On April 20, 1976, the Candidate made a loan of \$30,000 to the Committee.
- J. Respondent endorsed the promissory note supporting the \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham for purposes of influencing the Candidate's nomination for election to Federal office.
- K. An endorsement of a promissory note in support of a bank loan which is to be used for purposes of influencing the nomination for election of a person to Federal office constitutes a contribution to such person or to a committee under 2 U.S.C. § 431 (e)(1) and 11 C.F.R. § 100.4(a)(1)(i).

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- L. Endorsements of a bank loan to be used to influence the nomination for election of any person to Federal office are to be considered contributions by each endorser or guarantor in proportion to the unpaid balance thereof that each endorser or guarantor bears to the total number of endorsers or guarantors. 2 U.S.C. § 431(e)(5).
- M. Respondent's proportion of the unpaid balance of the \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham was initially \$15,000.
- N. On March 16, 1976, March 23, 1976, and April 2, 1976, Respondent made contributions in cash to the Committee totaling \$920.
- O. Cash contributions in excess of \$100 per campaign constitute a violation of 2 U.S.C. § 441g by the contributor.
- P. Contributions from an individual totaling in excess of \$1000 for one election constitute a violation of 2 U.S.C. § 441a(a)(1)(A).
- Q. Respondent violated 2 U.S.C. §§441a(a)(1)(A) and 441g.
- R. As to the \$5000 loan made by Respondent to the Candidate, it is Respondent's position that his violation of 2 U.S.C. §441a(a)(1)(A) was not willful in that Respondent erroneously believed that the Act

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contained different contribution limitations for family members of the Candidate and that family members included first cousins.

- S. Although Respondent violated 2 U.S.C. § 441g, his action did not constitute a willful violation.
- T. Respondent will pay a civil penalty of Two Thousand Dollars (\$2000) pursuant to 2 U.S.C. § 437g(a)(5)(B).
- U. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.

V. General Conditions

- A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.
- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g (a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.

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C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

FEDERAL ELECTION COMMISSION

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

X Carol L. Kuebler

Carole L. Kuebler, Esquire
Attorney for Respondent,
R. Lonnie Flippo

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Ronnie G. Flippo

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MUR 527 (78)

CONCILIATION AGREEMENT

This matter having been initiated by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. Ronnie G. Flippo (hereinafter "Respondent") has violated 2 U.S.C. § 441a(f):

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437 (a)(5) do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent facts in this matter are as follows:
 - A. In March, April and May, 1976, Respondent was a candidate for nomination for election to Federal office.
 - B. On April 12, 1976, Mr. R. Lonnie Flippo, the Candidate's first cousin, made a personal loan of \$5,000 to Respondent.

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- C. On April 12, 1976, Respondent made a loan of \$5,000 to the Committee to Elect Ronnie G. Flippo (hereinafter "the Committee").
- D. On April 20, 1976, Respondent obtained a personal loan of \$30,000 from the First National Bank of Birmingham, Birmingham, Alabama.
- E. The 60-day promissory note in support of the above \$30,000 loan was signed by Respondent on the front of the instrument and signed on the back by Mr. R. Lonnie Flippo and Mr. William D. Biggs, out of the presence of Respondent.
- F. The purpose of the endorsements provided by Mr. R. Lonnie Flippo and Mr. William G. Biggs was to expedite the processing of Respondent's application for the above \$30,000 loan at a critical period during his campaign.
- G. It is Respondent's position that at the time he obtained the above \$30,000 loan he had sufficient personal assets to cover the proceeds of the loan, that his personal assets were the sole basis upon which this loan was obtained, and that he did not know that Mr. R. Lonnie Flippo and Mr. William D. Biggs had signed the back of the promissory note.

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- H. Respondent was never asked to commit formally his assets as collateral for the above \$30,000 loan.
 - I. On April 20, 1976, Respondent made a loan of \$30,000 to the Committee.
 - J. The loan obtained by the Respondent from the First National Bank of Birmingham was transferred to the Shoals National Bank of Florence after September 7, 1976.
 - K. On April 22 and 24, 1976, the Committee repaid the \$5,000 loan obtained from Respondent, the installments involved being \$2,000 and \$3,000 respectively.
 - L. On July 26, 1976, the Committee made the first payment on the \$30,000 loan obtained from Respondent; this first payment was in the sum of \$4,500.
 - M. The first four payments on the \$30,000 loan obtained from Respondent were paid by the Committee to Respondent, while the final three payments were made directly to the Shoals National Bank.

WHEREFORE, Respondent agrees that:

- A. Respondent accepted a loan of \$5,000 from his first cousin, R. Lonnie Flipppo, on April 12, 1976.

- B. Respondent made a loan of \$5,000 to the Committee on April 12, 1976.
- C. The loan made by Mr. R. Lonnie Flippo to the Respondent in the sum of \$5,000 was made for the purpose of influencing the nomination for election of the Respondent to Federal office.
- D. A loan made for the purpose of influencing the nomination for election of a person to Federal office constitutes a contribution under 2 U.S.C. § 431(e)(1).
- E. In that Respondent was unaware of the law concerning contributions made from family members, his acceptance of this \$5,000 loan from Mr. R. Lonnie Flippo, his first cousin, did not constitute a willful violation of the Federal Election Campaign Act of 1971, as amended.
- F. Respondent obtained a loan of \$30,000 from the First National Bank of Birmingham on April 20, 1976, which Respondent understood to be backed by his personal assets.
- G. The promissory note in support of the \$30,000 loan accepted by Respondent from the First National Bank of Birmingham was signed on the back by Mr. R. Lonnie Flippo and Mr. William D. Biggs.

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- H. Respondent made a loan of \$30,000 to the Committee on April 20, 1976.
- I. Mr. R. Lonnie Flipppo and Mr. William D. Biggs endorsed the promissory note in support of the \$30,000 loan accepted by the Respondent from the First National Bank of Birmingham for purposes of influencing the nomination for election to Federal office of the Respondent.
- J. An endorsement of a promissory note in support of a bank loan which is to be used for purposes of influencing the nomination for election of a person to Federal office constitutes a contribution to such person under 2 U.S.C. § 431(e)(1) and 11 C.F.R. § 100.4(a)(1)(i).
- K. Endorsements of a bank loan to be used to influence the nomination for election of any person to Federal office are to be considered contributions by each endorser or guarantor in proportion of the unpaid balance thereof that each endorser or guarantor bears to the total number of endorsers or guarantors. 2 U.S.C. § 431(e)(5).

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- L. The proportions of the \$30,000 loan obtained by the Respondent from the First National Bank of Birmingham initially attributable to Mr. R. Lonnie Flippo and to Mr. William D. Biggs as endorsers were \$15,000.
- M. Mr. R. Lonnie Flippo's total contributions received by Respondent during the period prior to the 1976 primary election equaled \$20,000.
- N. Mr. William D. Biggs' contribution received by Respondent during the period prior to the 1976 primary election totaled \$15,000.
- O. Contributions of \$20,000 and \$15,000 for a single election place the contributors involved in violation of 2 U.S.C. § 441a(a)(1)(A) and the recipient candidate in violation of 2 U.S.C. § 441a(f).
- P. Receipt by Respondent of \$20,000 in contributions from Mr. R. Lonnie Flippo and of \$15,000 in contributions from Mr. William D. Biggs places Respondent in violation of 2 U.S.C. § 441a(f).
- Q. Respondent's violations of 2 U.S.C. § 441a(f) were not willful, and it was not Respondent's intention to violate the Federal Election Campaign Act of 1971, as amended.
- R. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.

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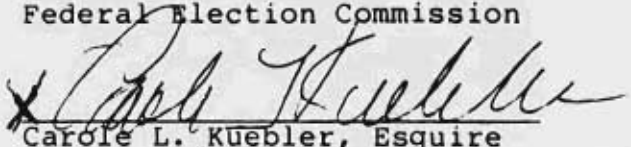
V. General Conditions

- A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437(a)(1), concerning the matter 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.
- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

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Date _____

Date _____

William C. Oldaker
General Counsel
Federal Election Commission


Carol L. Kuebler, Esquire
Attorney for Respondent,
Ronnie G. Flippo

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

William D. Biggs

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MUR 527 (78)

CONCILIATION AGREEMENT

This matter having been initiated by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that William D. Biggs (hereinafter "Respondent") has violated 2 U.S.C. § 441a(a)(1)(A):

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a) (5), do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent facts in this matter are as follows:
 - A. On April 7, 1976, Respondent made a contribution of \$1,000 to the Committee to Elect Ronnie G. Flippo (hereinafter "the Committee"), the principal campaign committee of Ronnie G. Flippo (hereinafter "the Candidate").

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- B. On April 20, 1976, Respondent affixed his signature to the back of a promissory note in support of a \$30,000 loan to be obtained by the Candidate from the First National Bank of Birmingham. It is Respondent's position that he signed the note on his own volition and not at the request of the Candidate.
- C. On April 20, 1976, the Candidate made a loan of \$30,000 to the Committee.
- D. The above \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham was transferred to the Shoals National Bank of Florence after September 7, 1976.
- E. On July 26, 1976, the Committee began to make payments on the \$30,000 loan obtained from the Candidate. The first installment was paid to the Candidate in the amount of \$4,500, and on October 22, 1976, the Committee made the last payment to the Shoals National Bank in the amount of \$4,000.
- F. The final three installments made by the Committee on the \$30,000 loan obtained from the Candidate were paid directly to the Shoals National Bank of Florence.

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WHEREFORE, Respondent agrees that:

- A. Respondent affixed his signature to the back of a promissory note with regard to a \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham on April 20, 1976.
- B. On April 20, 1976, the Candidate made a \$30,000 loan to the Committee.
- C. Respondent endorsed the promissory note supporting the \$30,000 loan obtained by Mr. Ronnie G. Flipppo from the First National Bank of Birmingham for purposes of influencing Mr. Flipppo's nomination for election to Federal office.
- D. An endorsement of a bank loan to be used to influence the nomination for election of a person to Federal office constitutes a contribution to such person under 2 U.S.C. § 431(e)(1).
- E. Endorsements of a bank loan to be used to influence the nomination for election of any person to Federal office are to be considered contributions by each endorser in proportion of the unpaid balance thereof that each endorser or guarantor bears to the total number of endorsers or guarantors. 2 U.S.C. § 431(e)(5).

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- F. Pursuant to 2 U.S.C. § 431(e)(5), Respondent's proportion of the unpaid balance of the \$30,000 loan obtained by Mr. Ronnie G. Flipppo from the first National Bank of Birmingham was initially \$15,000.
- G. According to the letter of the law of which Respondent at the time of his signing was unaware, Respondent, as one of two endorsers of the promissory note with regard to the \$30,000 loan, made a contribution to the Candidate and the Committee of \$15,000.
- H. Respondent's total contributions to Mr. Ronnie G. Flipppo and the Committee to Elect Ronnie G. Flipppo were \$16,000. --
- I. Total contributions of \$16,000 for one election constitute a violation of 2 U.S.C. § 441a(a)(1)(A).
- J. Respondent's violation of 2 U.S.C. § 441a(a)(1)(A) was not made willfully, and it was not Respondent's intention to violate the Act.
- K. Respondent is aware that the Committee has agreed to accept full responsibility for Respondent's violation of 2 U.S.C. § 441a(a)(1)(A) and to pay a civil penalty associated with this violation.
- L. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.

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V. General Conditions

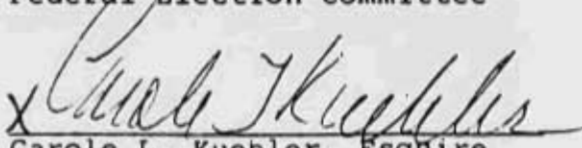
- A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matters at issue herein, or on its own motion, may review compliance with this Agreement. If the Commission believes that this Agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.
- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

79040154003

Date

Date

William C. Oldaker
General Counsel
Federal Election Committee

X 
Carole L. Kuebler, Esquire
Attorney for Respondent,
William D. Biggs

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Mr. James R. Box

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MUR 527 (78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. James R. Box (hereinafter "Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a) (5) do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent fact in this matter is as follows:
Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the sum of \$550.

79040154009

WHEREFORE, Respondent agrees that:

- A. Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$550.
- B. The making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.
- C. Respondent was unaware of the provisions of the law governing cash contributions and, therefore, did not willfully violate 2 U.S.C. § 441g.
- D. Respondent is aware that the Committee to Elect Ronnie G. Flipppo has agreed to accept full responsibility for Respondent's violation of 2 U.S.C. § 441g and to pay a civil penalty associated with this violation.
- E. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.
- V. General Conditions
 - A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

79040154010

- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

79040154011

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Clifton Peter Rose

Clifton Peter Rose, Esquire
Attorney for Respondent,
James R. Box

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

Mr. E. L. Culver

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MUR 527 (78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. E. L. Culver (hereinafter "Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a) (5) do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent fact in this matter is as follows:
Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the sum of \$1,000.

79040154012

WHEREFORE, Respondent agrees that:

- A. Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$1,000.
- B. The making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.
- C. Respondent was unaware of the provisions of the law governing cash contributions and, therefore, did not willfully violate 2 U.S.C. § 441g.
- D. Respondent is aware that the Committee to Elect Ronnie G. Flipppo has agreed to accept full responsibility for Respondent's violation of 2 U.S.C. § 441g and to pay a civil penalty associated with this violation.
- E. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.
- V. General Conditions
 - A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

79040154013

- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

79040154014
Date _____

William C. Oldaker
General Counsel
Federal Election Commission

Date _____

Clifton Peter Rose

Clifton Peter Rose, Esquire
Attorney for Respondent,
E. L. Culver

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Mr. Ed Estes

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MUR 527 (78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. Ed Estes (hereinafter "Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a) (5) do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent fact in this matter is as follows:
Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the sum of \$500.

79040154015

WHEREFORE, Respondent agrees that:

- A. Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$500.
- B. The making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.
- C. Respondent was unaware of the provisions of the law governing cash contributions and, therefore, did not willfully violate 2 U.S.C. § 441g.
- D. Respondent is aware that the Committee to Elect Ronnie G. Flipppo has agreed to accept full responsibility for Respondent's violation of 2 U.S.C. § 441g and to pay a civil penalty associated with this violation.
- E. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.
- V. General Conditions
 - A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

79040154018

- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

79040154017

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Clifton Peter Rose

Clifton Peter Rose, Esquire
Attorney for Respondent,
Ed Estes

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Ms. Yvonne Flippo

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MUR 527 (78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Ms. Yvonne Flippo (hereinafter "Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a) (5) do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent fact in this matter is as follows:
Respondent made a cash contribution to the Committee to Elect Ronnie G. Flippo on April 28, 1976, in the sum of \$450.

79040154018

WHEREFORE, Respondent agrees that:

- A. Respondent made a cash contribution to the Committee to Elect Ronnie G. Flippo on April 28, 1976, in the amount of \$450.
- B. The making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.
- C. Respondent was unaware of the provisions of the law governing cash contributions and, therefore, did not willfully violate 2 U.S.C. § 441g.
- D. Respondent is aware that the Committee to Elect Ronnie G. Flippo has agreed to accept full responsibility for Respondent's violation of 2 U.S.C. § 441g and to pay a civil penalty associated with this violation.
- E. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.
- V. General Conditions
 - A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

79040154019

- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

79040134020

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Clifton Peter Rose

Clifton Peter Rose, Esquire
Attorney for Respondent,
Yvonne Flippo

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 527 (78)
Mr. Bobby Griffin, Jr.)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. Bobby Griffin, Jr. (hereinafter "Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a) (5) do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent fact in this matter is as follows:
Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the sum of \$150.

79040154021

WHEREFORE, Respondent agrees that:

- A. Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$150.
- B. The making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.
- C. Respondent was unaware of the provisions of the law governing cash contributions and, therefore, did not willfully violate 2 U.S.C. § 441g.
- D. Respondent is aware that the Committee to Elect Ronnie G. Flipppo has agreed to accept full responsibility for Respondent's violation of 2 U.S.C. § 441g and to pay a civil penalty associated with this violation.
- E. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.
- V. General Conditions
 - A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

79040134022

- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

79040134023

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Clifton Peter Rose

Clifton Peter Rose, Esquire
Attorney for Respondent,
Bobby Griffin, Jr.

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Mr. Ed Grills

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MUR 527 (78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. Ed Grills (hereinafter "Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a) (5) do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent fact in this matter is as follows:
Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the sum of \$300.

79040154024

WHEREFORE, Respondent agrees that:

- A. Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$300.
- B. The making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.
- C. Respondent was unaware of the provisions of the law governing cash contributions and, therefore, did not willfully violate 2 U.S.C. § 441g.
- D. Respondent is aware that the Committee to Elect Ronnie G. Flipppo has agreed to accept full responsibility for Respondent's violation of 2 U.S.C. § 441g and to pay a civil penalty associated with this violation.
- E. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.
- V. General Conditions
 - A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

79040154025

B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.

C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

79040154026

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Clifton Peter Rose

Clifton Peter Rose, Esquire
Attorney for Respondent,
Ed Grills

79040154027

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MUR 527 (78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. Ellis Haddock (hereinafter "Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a) (5) do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent fact in this matter is as follows:
Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the sum of \$300.

WHEREFORE, Respondent agrees that:

- A. Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$300.
- B. The making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.
- C. Respondent was unaware of the provisions of the law governing cash contributions and, therefore, did not willfully violate 2 U.S.C. § 441g.
- D. Respondent is aware that the Committee to Elect Ronnie G. Flipppo has agreed to accept full responsibility for Respondent's violation of 2 U.S.C. § 441g and to pay a civil penalty associated with this violation.
- E. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.
- V. General Conditions
 - A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

79040134028

- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

79040154029

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Clifton Peter Rose
Clifton Peter Rose, Esquire
Attorney for Respondent,
Ellis Haddock

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Mr. Jerry Johns

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MUR 527 (78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. Jerry Johns (hereinafter "Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a) (5) do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent fact in this matter is as follows:
Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the sum of \$200.

79040154030

WHEREFORE, Respondent agrees that:

- A. Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$200.
- B. The making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.
- C. Respondent was unaware of the provisions of the law governing cash contributions and, therefore, did not willfully violate 2 U.S.C. § 441g.
- D. Respondent is aware that the Committee to Elect Ronnie G. Flipppo has agreed to accept full responsibility for Respondent's violation of 2 U.S.C. § 441g and to pay a civil penalty associated with this violation.
- E. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.
- V. General Conditions
 - A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

79040154031

- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

79040154032

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Clifton Peter Rose

Clifton Peter Rose, Esquire
Attorney for Respondent,
Jerry Johns

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Mr. D. F. Johnson

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MUR 527 (78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. D. F. Johnson (hereinafter "Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a) (5) do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent fact in this matter is as follows:
Respondent made a cash contribution to the Committee to Elect Ronnie G. Flippo on April 28, 1976, in the sum of \$200.

79040154033

WHEREFORE, Respondent agrees that:

- A. Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$200.
- B. The making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.
- C. Respondent was unaware of the provisions of the law governing cash contributions and, therefore, did not willfully violate 2 U.S.C. § 441g.
- D. Respondent is aware that the Committee to Elect Ronnie G. Flipppo has agreed to accept full responsibility for Respondent's violation of 2 U.S.C. § 441g and to pay a civil penalty associated with this violation.
- E. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.
- V. General Conditions
 - A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

79040154034

- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

79040134035

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Clifton Peter Rose
Clifton Peter Rose, Esquire
Attorney for Respondent,
D. F. Johnson

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Mr. David Ladner

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MUR 527 (78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. David Ladner (hereinafter "Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a) (5) do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent fact in this matter is as follows:
Respondent made a cash contribution to the Committee to Elect Ronnie G. Flippo on April 28, 1976, in the sum of \$502.

79040154036

WHEREFORE, Respondent agrees that:

- A. Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$502.
- B. The making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.
- C. Respondent was unaware of the provisions of the law governing cash contributions and, therefore, did not willfully violate 2 U.S.C. § 441g.
- D. Respondent is aware that the Committee to Elect Ronnie G. Flipppo has agreed to accept full responsibility for Respondent's violation of 2 U.S.C. § 441g and to pay a civil penalty associated with this violation.
- E. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.
- V. General Conditions
 - A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

79040154037

- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

79040154038

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Clifton Peter Rose

Clifton Peter Rose, Esquire
Attorney for Respondent,
David Ladner

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

Mr. Randy Lingo

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MUR 527 (78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. Randy Lingo (hereinafter "Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a) (5) do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent fact in this matter is as follows:
Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the sum of \$200.

79010154039

WHEREFORE, Respondent agrees that:

- A. Respondent made a cash contribution to the Committee to Elect Ronnie G. Flippo on April 28, 1976, in the amount of \$200.
- B. The making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.
- C. Respondent was unaware of the provisions of the law governing cash contributions and, therefore, did not willfully violate 2 U.S.C. § 441g.
- D. Respondent is aware that the Committee to Elect Ronnie G. Flippo has agreed to accept full responsibility for Respondent's violation of 2 U.S.C. § 441g and to pay a civil penalty associated with this violation.
- E. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.
- V. General Conditions
 - A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

79040154040

- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

79040154041

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Clifton Peter Rose

Clifton Peter Rose, Esquire
Attorney for Respondent,
Randy Lingo

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Mr. William Martin, Jr.

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) MUR 527 (78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. William Martin, Jr., (hereinafter "Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a) (5) do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent fact in this matter is as follows:
Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the sum of \$500.

79010154042

WHEREFORE, Respondent agrees that:

- A. Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$500.
- B. The making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.
- C. Respondent was unaware of the provisions of the law governing cash contributions and, therefore, did not willfully violate 2 U.S.C. § 441g.
- D. Respondent is aware that the Committee to Elect Ronnie G. Flipppo has agreed to accept full responsibility for Respondent's violation of 2 U.S.C. § 441g and to pay a civil penalty associated with this violation.
- E. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.
- V. General Conditions
 - A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

79010154043

- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

79040154044

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Clifton Peter Rose

Clifton Peter Rose, Esquire
Attorney for Respondent,
William Martin, Jr.

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Mr. Howard Roberts

)
)
)

MUR 527 (78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. Howard Roberts (hereinafter "Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a) (5) do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent fact in this matter is as follows:
Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the sum of \$500.

79040154045

WHEREFORE, Respondent agrees that:

- A. Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$500.
- B. The making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.
- C. Respondent was unaware of the provisions of the law governing cash contributions and, therefore, did not willfully violate 2 U.S.C. § 441g.
- D. Respondent is aware that the Committee to Elect Ronnie G. Flipppo has agreed to accept full responsibility for Respondent's violation of 2 U.S.C. § 441g and to pay a civil penalty associated with this violation.
- E. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.
- V. General Conditions
 - A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

79040154045

- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

79040154047

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Clifton Peter Rose

Clifton Peter Rose, Esquire
Attorney for Respondent,
Howard Roberts

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Mr. Tom Thrasher

)
)
)

MUR 527 (78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. Tom Thrasher (hereinafter "Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a) (5) do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent fact in this matter is as follows:
Respondent made a cash contribution to the Committee to Elect Ronnie G. Flippo on April 28, 1976, in the sum of \$800.

79010154048

WHEREFORE, Respondent agrees that:

- A. Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$800.
- B. The making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.
- C. Respondent was unaware of the provisions of the law governing cash contributions and, therefore, did not willfully violate 2 U.S.C. § 441g.
- D. Respondent is aware that the Committee to Elect Ronnie G. Flipppo has agreed to accept full responsibility for Respondent's violation of 2 U.S.C. § 441g and to pay a civil penalty associated with this violation.
- E. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.
- V. General Conditions
 - A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

79040154049

- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

79040154050
Date _____

William C. Oldaker
General Counsel
Federal Election Commission

Date _____

Clifton Peter Rose
Clifton Peter Rose, Esquire
Attorney for Respondent,
Tom Thrasher

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

Mr. Bobby Weems

)

)

)

MUR 527 (78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. Bobby Weems (hereinafter "Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a) (5) do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent fact in this matter is as follows:
Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the sum of \$200.

79040154051

WHEREFORE, Respondent agrees that:

- A. Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$200.
- B. The making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.
- C. Respondent was unaware of the provisions of the law governing cash contributions and, therefore, did not willfully violate 2 U.S.C. § 441g.
- D. Respondent is aware that the Committee to Elect Ronnie G. Flipppo has agreed to accept full responsibility for Respondent's violation of 2 U.S.C. § 441g and to pay a civil penalty associated with this violation.
- E. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.
- V. General Conditions
 - A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

79040154052

- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

79040154053

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Clifton Peter Rose

Clifton Peter Rose, Esquire
Attorney for Respondent,
Bobby Weems



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. R. Lonnie Flippo
Treasurer, Committee to Elect Ronnie G. Flippo
325 Nottingham Road
Florence, Alabama 35630

Re: MUR 527(78)

Dear Mr. Flippo,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on behalf of the Committee to Elect Ronnie G. Flippo by Carole L. Kuebler, Esquire. Enclosed is a copy of the signed agreement.

The file as to the Committee's involvement in this matter is now closed.

Sincerely,

William C. Oldaker
General Counsel

Enclosure
cc: Carole L. Kuebler, Esquire

79040154054



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. R. Lonnie Flippo
325 Nottingham Road
Florence, Alabama 35630

Re: MUR 527(78)

Dear Mr. Flippo,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Carole L. Kuebler, Esquire. Enclosed is a copy of the signed agreement.

The file as to your involvement in this matter is now closed.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

cc: Carole L. Kuebler, Esquire

79040154055



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

The Honorable Ronnie G. Flipppo
U.S. House of Representatives
439 Cannon House Office Building
Washington, D.C. 20515

Re: MUR 527(78)

Dear Mr. Flipppo,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Carole L. Kuebler, Esquire. Enclosed is a copy of the signed agreement.

The file as to your involvement in this matter is now closed.

Sincerely,

William C. Oldaker
General Counsel

Enclosure
cc: Carole L. Kuebler, Esquire

79010154055



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. William D. Biggs
P.O. Box 245
Sheffield, Alabama 35660

Re: MUR 527(78)

Dear Mr. Biggs,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Carole L. Kuebler, Esquire. Enclosed is a copy of the signed agreement.

The file as to your involvement in this matter is now closed.

Sincerely,

William C. Oldaker
General Counsel

Enclosure
cc: Carole L. Kuebler, Esquire

79040154057



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. James R. Box
201 East 4th Street
Sheffield, Alabama 35217

RE: MUR 527(78)

Dear Mr. Box,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Clifton Peter Rose, Esquire. Enclosed is a copy of the signed agreement.

The file concerning your involvement in this matter is now closed.

Sincerely,

William C. Oldaker
General Counsel

Enclosure
cc: Carole L. Kuebler, Esquire

79010154058



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. E. L. Culver
Cloverdale Road
Florence, Alabama 35630

RE: MUR 527(78)

Dear Mr. Culver,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Clifton Peter Rose, Esquire. Enclosed is a copy of the signed agreement.

The file concerning your involvement in this matter is now closed.

Sincerely,

William C. Oldaker
General Counsel

Enclosure
cc: Carole L. Kuebler, Esquire

79040154059



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Ed Estes
401 Meadow Hill Road
Sheffield, Alabama 35660

RE: MUR 527(78)

Dear Mr. Estes,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Clifton Peter Rose, Esquire. Enclosed is a copy of the signed agreement.

The file concerning your involvement in this matter is now closed.

Sincerely,

William C. Oldaker
General Counsel

Enclosure
cc: Carole L. Kuebler, Esquire

79040134060



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Ms. Yvonne Flippo
325 Nottingham Road
Florence, Alabama 35630

RE: MUR 527(78)

Dear Ms. Flippo,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Clifton Peter Rose, Esquire. Enclosed is a copy of the signed agreement.

The file concerning your involvement in this matter is now closed.

Sincerely,

William C. Oldaker
General Counsel

Enclosure
cc: Carole L. Kuebler, Esquire

79040154061



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Bobby Griffin, Jr.
108 East Alabama
Florence, Alabama 35630

RE: MUR 527(78)

Dear Mr. Griffin,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Clifton Peter Rose, Esquire. Enclosed is a copy of the signed agreement.

The file concerning your involvement in this matter is now closed.

Sincerely,

William C. Oldaker
General Counsel

Enclosure
cc: Carole L. Kuebler, Esquire

79040154062



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Ed Grills
625 Springdale Road
Birmingham, Alabama 35217

RE: MUR 527(78)

Dear Mr. Grills,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Clifton Peter Rose, Esquire. Enclosed is a copy of the signed agreement.

The file concerning your involvement in this matter is now closed.

Sincerely,

William C. Oldaker
General Counsel

Enclosure
cc: Carole L. Kuebler, Esquire

79040154063



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Ellis Haddock
761 Sannoner Avenue
Florence, Alabama 35630

RE: MUR 527(78)

Dear Mr. Haddock,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Clifton Peter Rose, Esquire. Enclosed is a copy of the signed agreement.

The file concerning your involvement in this matter is now closed.

Sincerely,

William C. Oldaker
General Counsel

Enclosure
cc: Carole L. Kuebler, Esquire

79040134064



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Jerry Johns
Post Office Box 6214A
Birmingham, Alabama 35217

RE: MUR 527(78)

Dear Mr. Johns,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Clifton Peter Rose, Esquire. Enclosed is a copy of the signed agreement.

The file concerning your involvement--in this matter is now closed.

Sincerely,

William C. Oldaker
General Counsel

Enclosure
cc: Carole L. Kuebler, Esquire

79040154065



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. D.F. Johnson
625 Springdale Road
Birmingham, Alabama 35217

RE: MUR 527(78)

Dear Mr. Johnson,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Clifton Peter Rose, Esquire. Enclosed is a copy of the signed agreement.

The file concerning your involvement in this matter is now closed.

Sincerely,

William C. Oldaker
General Counsel

Enclosure
cc: Carole L. Kuebler, Esquire

79040154066



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. David Ladner
Shoals Acres
Sheffield, Alabama 35660

RE: MUR 527(78)

Dear Mr. Ladner,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Clifton Peter Rose, Esquire. Enclosed is a copy of the signed agreement.

The file concerning your involvement in this matter is now closed.

Sincerely,

William C. Oldaker
General Counsel

Enclosure
cc: Carole L. Kuebler, Esquire

79040154067



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Randy Lingo
Post Office Box 42
Pleasant Grove, Alabama 35127

RE: MUR 527(78)

Dear Mr. Lingo,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Clifton Peter Rose, Esquire. Enclosed is a copy of the signed agreement.

The file concerning your involvement in this matter is now closed.

Sincerely,

William C. Oldaker
General Counsel

Enclosure
cc: Carole L. Kuebler, Esquire

79040154068



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. William Martin, Jr.
403 Park Boulevard
Sheffield, Alabama 35660

RE: MUR 527(78)

Dear Mr. Martin,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Clifton Peter Rose, Esquire. Enclosed is a copy of the signed agreement.

The file concerning your involvement in this matter is now closed.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

cc: Carole L. Kuebler, Esquire

79040154069



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Howard Roberts
Post Office Box 757
Sheffield, Alabama 35660

RE: MUR 527(78)

Dear Mr. Roberts,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Clifton Peter Rose, Esquire. Enclosed is a copy of the signed agreement.

The file concerning your involvement in this matter is now closed.

Sincerely,

William C. Oldaker
General Counsel

Enclosure
cc: Carole L. Kuebler, Esquire

79040134070



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Tom Thrasher
612 Wheeler Avenue, N.W.
Huntsville, Alabama 35801

RE: MUR 527(78)

Dear Mr. Thrasher

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Clifton Peter Rose, Esquire. Enclosed is a copy of the signed agreement.

The file concerning your involvement in this matter is now closed.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

cc: Carole L. Kuebler, Esquire

79040134071



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Bobby Weems
Post Office Box 6214A
Birmingham, Alabama 35217

RE: MUR 527(78)

Dear Mr. Weems,

The Federal Election Commission has agreed to accept the conciliation agreement which was signed on your behalf by Clifton Peter Rose, Esquire. Enclosed is a copy of the signed agreement.

The file concerning your involvement in this matter is now closed.

Sincerely,

William C. Oldaker
General Counsel

Enclosure
cc: Carole L. Kuebler, Esquire

79040154072



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

September 14, 1979

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Lawrence Goins
Bridge Road
Killen, Alabama 35645

Re: MUR 527(78)

Dear Mr. Goins:

On July 31, 1979, the Commission decided to take no further action with regard to your violation of 2 U.S.C. § 441a(a)(1)(A) in view of the small amount by which your cash contribution to the Committee to Elect Ronnie G. Flippe exceeded the statutory limitation of \$100 per campaign.

The file in this matter is now closed.

Sincerely

William C. Oldaker
William C. Oldaker
General Counsel

P.S. We attempted to inform you of this action in August of this year; however, the address in our possession was apparently incorrect.

79040134073

COMMITTEE TO ELECT
RONNIE G. FLIPPO

PO BOX 1221
FLORENCE, AL 36630

427

September 11 1979

61-130
622

PAY TO THE
ORDER OF United States Treasury

\$7,800.00

Seven-Thousand Eight Hundred and 00/100's-----DOLLARS



SHOALS NATIONAL BANK OF FLORENCE
AN ALABAMA BANK CORPORATION AFFILIATE

FOR

Eleanor J. Keaton

000427

1062201301

2008998

79010154075

**COMMITTEE TO ELECT
RONNIE G. FLIPPO**

PO BOX 1221

FLORENCE, AL 35630

426

September 11 19 79

61-130
622

PAY TO THE
ORDER OF United States Treasury

\$2,000.00

Two-thousand and 00/100's-----DOLLARS



SHOALS NATIONAL BANK OF FLORENCE
AN ALABAMA BANK CORPORATION AFFILIATE

FOR

Eleanor J. Keston

000426 1062201301

2008998



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

September 5, 1979

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. William Martin, Jr.
403 Park Boulevard
Sheffield, Alabama 35660

Re: MUR 527

Dear Mr. Martin:

Pursuant to an understanding reached with your counsel, Carole L. Kuebler, concerning the resolution of MUR 527, you will find enclosed a revised conciliation agreement. You are asked to sign this agreement in the space provided and to return it to this Office as soon as possible. The agreement will then be presented to the members of the Commission for final approval.

Provided that the Commission approves the agreement, the file concerning your involvement in this matter will be closed.

If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,

A handwritten signature in dark ink, appearing to read "W. C. Oldaker", is written over the typed name.

William C. Oldaker
General Counsel

79040154076

MUR 527 (78)

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent fact in this matter is as follows:
Respondent made a cash contribution to the Committee to Elect Ronnie G. Flippo on April 28, 1976, in the sum of \$500.

WHEREFORE, Respondent agrees that:

- A. Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$500.
- B. The making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.
- C. Respondent was unaware of the provisions of the law governing cash contributions and, therefore, did not willfully violate 2 U.S.C. § 441g.
- D. Respondent is aware that the Committee to Elect Ronnie G. Flipppo has agreed to accept full responsibility for Respondent's violation of 2 U.S.C. § 441g and to pay a civil penalty associated with this violation.
- E. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.
- V. General Conditions
 - A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

79040154078

- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

79040134079

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Mr. William Martin, Jr.



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

September 5, 1979

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. James R. Box
201 East 4th Street
Sheffield, Alabama 35217

Re: MUR 527

Dear Mr. Box:

Pursuant to an understanding reached with your counsel, Carole L. Kuebler, concerning the resolution of MUR 527, you will find enclosed a revised conciliation agreement. You are asked to sign this agreement in the space provided and to return it to this Office as soon as possible. The agreement will then be presented to the members of the Commission for final approval.

Provided that the Commission approves the agreement, the file concerning your involvement in this matter will be closed.

If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,

A handwritten signature in dark ink, appearing to read "W. C. Oldaker", is written over the typed name.

William C. Oldaker
General Counsel

79040154030

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

Mr. James R. Box

)

)

)

MUR 527 (78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. James R. Box (hereinafter "Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a) (5) do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent fact in this matter is as follows:
Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the sum of \$550.

79040154081

WHEREFORE, Respondent agrees that:

- A. Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$550.
- B. The making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.
- C. Respondent was unaware of the provisions of the law governing cash contributions and, therefore, did not willfully violate 2 U.S.C. § 441g.
- D. Respondent is aware that the Committee to Elect Ronnie G. Flipppo has agreed to accept full responsibility for Respondent's violation of 2 U.S.C. § 441g and to pay a civil penalty associated with this violation.
- E. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.
- V. General Conditions
 - A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

79040154082

- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

79040154083

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Mr. James R. Box



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

September 5, 1979

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Ellis Haddock
761 Sannoner Avenue
Florence, Alabama 35630

Re: MUR 527

Dear Mr. Haddock:

Pursuant to an understanding reached with your counsel, Carole L. Kuebler, concerning the resolution of MUR 527, you will find enclosed a revised conciliation agreement. You are asked to sign this agreement in the space provided and to return it to this Office as soon as possible. The agreement will then be presented to the members of the Commission for final approval.

Provided that the Commission approves the agreement, the file concerning your involvement in this matter will be closed.

If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,

A handwritten signature in dark ink, appearing to read "W. C. Oldaker", is written over the typed name.

William C. Oldaker
General Counsel

790401:4084

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Mr. Ellis Haddock

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MUR 527 (78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. Ellis Haddock (hereinafter "Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a) (5) do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent fact in this matter is as follows:
Respondent made a cash contribution to the Committee to Elect Ronnie G. Flippo on April 28, 1976, in the sum of \$300.

79010154085

WHEREFORE, Respondent agrees that:

- A. Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$300.
- B. The making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.
- C. Respondent was unaware of the provisions of the law governing cash contributions and, therefore, did not willfully violate 2 U.S.C. § 441g.
- D. Respondent is aware that the Committee to Elect Ronnie G. Flipppo has agreed to accept full responsibility for Respondent's violation of 2 U.S.C. § 441g and to pay a civil penalty associated with this violation.
- E. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.
- V. General Conditions
 - A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

79040154086

- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

79040154087

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Mr. Ellis Haddock



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

September 5, 1979

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Bobby Weems
Post Office Box 6214A
Birmingham, Alabama 35217

Re: MUR 527

Dear Mr. Weems:

Pursuant to an understanding reached with your counsel, Carole L. Kuebler, concerning the resolution of MUR 527, you will find enclosed a revised conciliation agreement. You are asked to sign this agreement in the space provided and to return it to this Office as soon as possible. The agreement will then be presented to the members of the Commission for final approval.

Provided that the Commission approves the agreement, the file concerning your involvement in this matter will be closed.

If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,

A handwritten signature in dark ink, appearing to read "W. C. Oldaker", is written over the typed name.

William C. Oldaker
General Counsel

79040154088

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Mr. Bobby Weems

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MUR 527 (78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. Bobby Weems (hereinafter "Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a) (5) do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent fact in this matter is as follows:
Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the sum of \$200.

79040154032

WHEREFORE, Respondent agrees that:

- A. Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$200.
- B. The making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.
- C. Respondent was unaware of the provisions of the law governing cash contributions and, therefore, did not willfully violate 2 U.S.C. § 441g.
- D. Respondent is aware that the Committee to Elect Ronnie G. Flipppo has agreed to accept full responsibility for Respondent's violation of 2 U.S.C. § 441g and to pay a civil penalty associated with this violation.
- E. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.
- V. General Conditions
 - A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

79040154090

- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

79040154091

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Mr. Bobby Weems



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

September 5, 1979

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Ed Grills
625 Springdale Road
Birmingham, Alabama 35217

Re: MUR 527

Dear Mr. Grills:

Pursuant to an understanding reached with your counsel, Carole L. Kuebler, concerning the resolution of MUR 527, you will find enclosed a revised conciliation agreement. You are asked to sign this agreement in the space provided and to return it to this Office as soon as possible. The agreement will then be presented to the members of the Commission for final approval.

Provided that the Commission approves the agreement, the file concerning your involvement in this matter will be closed.

If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,

A handwritten signature in dark ink, which appears to read "W. C. Oldaker", is written over the typed name.

William C. Oldaker
General Counsel

79010154092

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

Mr. Ed Grills

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MUR 527 (78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. Ed Grills (hereinafter "Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a) (5) do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent fact in this matter is as follows:
Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the sum of \$300.

79040154093

WHEREFORE, Respondent agrees that:

- A. Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$300.
- B. The making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.
- C. Respondent was unaware of the provisions of the law governing cash contributions and, therefore, did not willfully violate 2 U.S.C. § 441g.
- D. Respondent is aware that the Committee to Elect Ronnie G. Flipppo has agreed to accept full responsibility for Respondent's violation of 2 U.S.C. § 441g and to pay a civil penalty associated with this violation.
- E. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.
- V. General Conditions
 - A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

79040154094

- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

79040154095

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Mr. Ed Grills



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

September 5, 1979

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Howard Roberts
Post Office Box 757
Sheffield, Alabama 35660

Re: MUR 527

Dear Mr. Roberts:

Pursuant to an understanding reached with your counsel, Carole L. Kuebler, concerning the resolution of MUR 527, you will find enclosed a revised conciliation agreement. You are asked to sign this agreement in the space provided and to return it to this Office as soon as possible. The agreement will then be presented to the members of the Commission for final approval.

Provided that the Commission approves the agreement, the file concerning your involvement in this matter will be closed.

If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,

A handwritten signature in cursive script, which appears to read "William C. Oldaker", is written over the typed name.

William C. Oldaker
General Counsel

79040154096

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Mr. Howard Roberts

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MUR 527 (78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. Howard Roberts (hereinafter "Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a) (5) do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent fact in this matter is as follows:
Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the sum of \$500.

79040154097

WHEREFORE, Respondent agrees that:

- A. Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$500.
- B. The making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.
- C. Respondent was unaware of the provisions of the law governing cash contributions and, therefore, did not willfully violate 2 U.S.C. § 441g.
- D. Respondent is aware that the Committee to Elect Ronnie G. Flipppo has agreed to accept full responsibility for Respondent's violation of 2 U.S.C. § 441g and to pay a civil penalty associated with this violation.
- E. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.
- V. General Conditions
 - A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

79040154098

- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

79040154099

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Mr. Howard Roberts



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

September 5, 1979

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Bobby Griffin, Jr.
108 East Alabama
Florence, Alabama 35630

Re: MUR 527

Dear Mr. Griffin:

Pursuant to an understanding reached with your counsel, Carole L. Kuebler, concerning the resolution of MUR 527, you will find enclosed a revised conciliation agreement. You are asked to sign this agreement in the space provided and to return it to this Office as soon as possible. The agreement will then be presented to the members of the Commission for final approval.

Provided that the Commission approves the agreement, the file concerning your involvement in this matter will be closed.

If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,

A handwritten signature in cursive script, which appears to read "W. C. Oldaker", is written over the typed name.

William C. Oldaker
General Counsel

79040154100

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Mr. Bobby Griffin, Jr.

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MUR 527 (78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. Bobby Griffin, Jr. (hereinafter "Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a) (5) do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent fact in this matter is as follows:
Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the sum of \$150.

79040154101

WHEREFORE, Respondent agrees that:

- A. Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$150.
- B. The making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.
- C. Respondent was unaware of the provisions of the law governing cash contributions and, therefore, did not willfully violate 2 U.S.C. § 441g.
- D. Respondent is aware that the Committee to Elect Ronnie G. Flipppo has agreed to accept full responsibility for Respondent's violation of 2 U.S.C. § 441g and to pay a civil penalty associated with this violation.
- E. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.
- V. General Conditions
 - A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

79040154102

- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

79040134103

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Mr. Bobby Griffin, Jr.



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

September 5, 1979

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. D. F. Johnson
625 Springdale Road
Birmingham, Alabama 35217

Dear Mr. Johnson:

Pursuant to an understanding reached with your counsel, Carole L. Kuebler, concerning the resolution of MUR 527, you will find enclosed a revised conciliation agreement. You are asked to sign this agreement in the space provided and to return it to this Office as soon as possible. The agreement will then be presented to the members of the Commission for final approval.

Provided that the Commission approves the agreement, the file concerning your involvement in this matter will be closed.

If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,

A handwritten signature in cursive script, which appears to read "W. C. Oldaker", is written over the typed name.

William C. Oldaker
General Counsel

79040134104

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Mr. D. F. Johnson

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)
) MUR 527 (78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. D. F. Johnson (hereinafter "Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a) (5) do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent fact in this matter is as follows:
Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the sum of \$200.

79040154105

WHEREFORE, Respondent agrees that:

- A. Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$200.
- B. The making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.
- C. Respondent was unaware of the provisions of the law governing cash contributions and, therefore, did not willfully violate 2 U.S.C. § 441g.
- D. Respondent is aware that the Committee to Elect Ronnie G. Flipppo has agreed to accept full responsibility for Respondent's violation of 2 U.S.C. § 441g and to pay a civil penalty associated with this violation.
- E. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.
- V. General Conditions
 - A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

79040154106

- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Mr. D. F. Johnson

79040154107



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

September 5, 1979

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Jerry Johns
Post Office Box 6214A
Birmingham, Alabama 35217

Re: MUR 527

Dear Mr. Johns:

Pursuant to an understanding reached with your counsel, Carole L. Kuebler, concerning the resolution of MUR 527, you will find enclosed a revised conciliation agreement. You are asked to sign this agreement in the space provided and to return it to this Office as soon as possible. The agreement will then be presented to the members of the Commission for final approval.

Provided that the Commission approves the agreement, the file concerning your involvement in this matter will be closed.

If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,

A handwritten signature in dark ink, appearing to read "William C. Oldaker", is written over a horizontal line.

William C. Oldaker
General Counsel

79040154109

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Mr. Jerry Johns

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)

MUR 527 (78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. Jerry Johns (hereinafter "Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a) (5) do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent fact in this matter is as follows:
Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the sum of \$200.

79040154109

WHEREFORE, Respondent agrees that:

- A. Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$200.
- B. The making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.
- C. Respondent was unaware of the provisions of the law governing cash contributions and, therefore, did not willfully violate 2 U.S.C. § 441g.
- D. Respondent is aware that the Committee to Elect Ronnie G. Flipppo has agreed to accept full responsibility for Respondent's violation of 2 U.S.C. § 441g and to pay a civil penalty associated with this violation.
- E. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.
- V. General Conditions
 - A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

79040154110

- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

79040154111

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Mr. Jerry Johns



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

September 5, 1979

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Randy Lingo
Post Office Box 42
Pleasant Grove, Alabama 35127

Re: MUR 527

Dear Mr. Lingo:

Pursuant to an understanding reached with your counsel, Carole L. Kuebler, concerning the resolution of MUR 527, you will find enclosed a revised conciliation agreement. You are asked to sign this agreement in the space provided and to return it to this Office as soon as possible. The agreement will then be presented to the members of the Commission for final approval.

Provided that the Commission approves the agreement, the file concerning your involvement in this matter will be closed.

If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,

A handwritten signature in cursive script, which appears to read "W. C. Oldaker", is written over the typed name.

William C. Oldaker
General Counsel

79040154112

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Mr. Randy Lingo

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)

MUR 527 (78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. Randy Lingo (hereinafter "Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a) (5) do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent fact in this matter is as follows:
Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the sum of \$200.

79040154113

WHEREFORE, Respondent agrees that:

- A. Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$200.
- B. The making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.
- C. Respondent was unaware of the provisions of the law governing cash contributions and, therefore, did not willfully violate 2 U.S.C. § 441g.
- D. Respondent is aware that the Committee to Elect Ronnie G. Flipppo has agreed to accept full responsibility for Respondent's violation of 2 U.S.C. § 441g and to pay a civil penalty associated with this violation.
- E. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.
- V. General Conditions
 - A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

79040154114

- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

7 9 0 4 0 1 5 4 1 1 5

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Mr. Randy Lingo



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

September 5, 1979

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. E. L. Culver
Cloverdale Road
Florence, Alabama 35630

Re: MUR 527

Dear Mr. Culver:

Pursuant to an understanding reached with your counsel, Carole L. Kuebler, concerning the resolution of MUR 527, you will find enclosed a revised conciliation agreement. You are asked to sign this agreement in the space provided and to return it to this Office as soon as possible. The agreement will then be presented to the members of the Commission for final approval.

Provided that the Commission approves the agreement, the file concerning your involvement in this matter will be closed.

If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,

A handwritten signature in cursive script, which appears to read "W. C. Oldaker", is written over the typed name.

William C. Oldaker
General Counsel

79040154116

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Mr. E. L. Culver

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MUR 527 (78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. E. L. Culver (hereinafter "Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a) (5) do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent fact in this matter is as follows:
Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the sum of \$1,000.

79040154117

WHEREFORE, Respondent agrees that:

- A. Respondent made a cash contribution to the Committee to Elect Ronnie G. Flippo on April 28, 1976, in the amount of \$1,000.
- B. The making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.
- C. Respondent was unaware of the provisions of the law governing cash contributions and, therefore, did not willfully violate 2 U.S.C. § 441g.
- D. Respondent is aware that the Committee to Elect Ronnie G. Flippo has agreed to accept full responsibility for Respondent's violation of 2 U.S.C. § 441g and to pay a civil penalty associated with this violation.
- E. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.
- V. General Conditions
 - A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

79040154118

- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Mr. E. L. Culver

79040154119



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

September 5, 1979

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. David Ladner
Shoals Acres
Sheffield, Alabama 35660

Dear Mr. Ladner:

Pursuant to an understanding reached with your counsel, Carole L. Kuebler, concerning the resolution of MUR 527, you will find enclosed a revised conciliation agreement. You are asked to sign this agreement in the space provided and to return it to this Office as soon as possible. The agreement will then be presented to the members of the Commission for final approval.

Provided that the Commission approves the agreement, the file concerning your involvement in this matter will be closed.

If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,

A handwritten signature in cursive script, which appears to read "W. C. Oldaker", is written over the typed name.

William C. Oldaker
General Counsel

79040154120

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Mr. David Ladner

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MUR 527 (78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. David Ladner (hereinafter "Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a) (5) do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent fact in this matter is as follows:
Respondent made a cash contribution to the Committee to Elect Ronnie G. Flippo on April 28, 1976, in the sum of \$502.

79040154121

WHEREFORE, Respondent agrees that:

- A. Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$502.
- B. The making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.
- C. Respondent was unaware of the provisions of the law governing cash contributions and, therefore, did not willfully violate 2 U.S.C. § 441g.
- D. Respondent is aware that the Committee to Elect Ronnie G. Flipppo has agreed to accept full responsibility for Respondent's violation of 2 U.S.C. § 441g and to pay a civil penalty associated with this violation.
- E. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.
- V. General Conditions
 - A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

79010134122

- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

79040154123

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Mr. David Ladner



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

September 5, 1979

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Ed Estes
401 Meadow Hill Road
Sheffield, Alabama 35660

Re: MUR 527

Dear Mr. Estes:

Pursuant to an understanding reached with your counsel, Carole L. Kuebler, concerning the resolution of MUR 527, you will find enclosed a revised conciliation agreement. You are asked to sign this agreement in the space provided and to return it to this Office as soon as possible. The agreement will then be presented to the members of the Commission for final approval.

Provided that the Commission approves the agreement, the file concerning your involvement in this matter will be closed.

If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,

A handwritten signature in dark ink, appearing to read "W. C. Oldaker", is written over the typed name.

William C. Oldaker
General Counsel

79040154124

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Mr. Ed Estes

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MUR 527 (78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. Ed Estes (hereinafter "Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a) (5) do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent fact in this matter is as follows:
Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the sum of \$500.

79040154125

WHEREFORE, Respondent agrees that:

- A. Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$500.
- B. The making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.
- C. Respondent was unaware of the provisions of the law governing cash contributions and, therefore, did not willfully violate 2 U.S.C. § 441g.
- D. Respondent is aware that the Committee to Elect Ronnie G. Flipppo has agreed to accept full responsibility for Respondent's violation of 2 U.S.C. § 441g and to pay a civil penalty associated with this violation.
- E. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.
- V. General Conditions
 - A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

79040154126

- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

79040154127

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Mr. Ed Estes



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

September 5, 1979

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Ms. Yvonne Flipppo
325 Nottingham Road
Florence, Alabama 35630

Dear Ms. Flipppo:

Pursuant to an understanding reached with your counsel, Carole L. Kuebler, concerning the resolution of MUR 527, you will find enclosed a revised conciliation agreement. You are asked to sign this agreement in the space provided and to return it to this Office as soon as possible. The agreement will then be presented to the members of the Commission for final approval.

Provided that the Commission approves the agreement, the file concerning your involvement in this matter will be closed.

If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,

A handwritten signature in dark ink, appearing to read "W. C. Oldaker", is written over the typed name.

William C. Oldaker
General Counsel

79040154128

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Ms. Yvonne Flippo

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MUR 527 (78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Ms. Yvonne Flippo (hereinafter "Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a) (5) do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent fact in this matter is as follows:
Respondent made a cash contribution to the Committee to Elect Ronnie G. Flippo on April 28, 1976, in the sum of \$450.

79040154129

WHEREFORE, Respondent agrees that:

- A. Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$450.
- B. The making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.
- C. Respondent was unaware of the provisions of the law governing cash contributions and, therefore, did not willfully violate 2 U.S.C. § 441g.
- D. Respondent is aware that the Committee to Elect Ronnie G. Flipppo has agreed to accept full responsibility for Respondent's violation of 2 U.S.C. § 441g and to pay a civil penalty associated with this violation.
- E. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.
- V. General Conditions
 - A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

79040154130

- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

79040154131

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Ms. Yvonne Flipppo



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Tom Fowler
Baggett Transportation Company
2-32nd Avenue, South
Birmingham, Alabama 35202

Dear Mr. Fowler:

Pursuant to an understanding reached with your counsel, Carole L. Kuebler, concerning the resolution of MUR 527, you will find enclosed a revised conciliation agreement. You are asked to sign this agreement in the space provided and to return it to this Office as soon as possible. The agreement will then be presented to the members of the Commission for final approval.

Provided that the Commission approves the agreement, the file concerning your involvement in this matter will be closed.

If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,

A handwritten signature in dark ink, appearing to read "W. C. Oldaker", is written over the typed name.

William C. Oldaker
General Counsel

79040154132

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

Mr. Tom Fowler

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MUR 527 (78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. Tom Fowler (hereinafter "Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a) (5) do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent fact in this matter is as follows:
Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the sum of \$200.

79040154133

WHEREFORE, Respondent agrees that:

- A. Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$200.
- B. The making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.
- C. Respondent was unaware of the provisions of the law governing cash contributions and, therefore, did not willfully violate 2 U.S.C. § 441g.
- D. Respondent is aware that the Committee to Elect Ronnie G. Flipppo has agreed to accept full responsibility for Respondent's violation of 2 U.S.C. § 441g and to pay a civil penalty associated with this violation.
- E. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.
- V. General Conditions
 - A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

79040154134

- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

7 2 0 1 0 1 5 4 1 3 5

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Mr. Tom Fowler



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

September 5, 1979

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Tom Thrasher
612 Wheeler Avenue, N.W.
Huntsville, Alabama 35801

Re: MUR 527

Dear Mr. Thrasher:

Pursuant to an understanding reached with your counsel, Carole L. Kuebler, concerning the resolution of MUR 527, you will find enclosed a revised conciliation agreement. You are asked to sign this agreement in the space provided and to return it to this Office as soon as possible. The agreement will then be presented to the members of the Commission for final approval.

Provided that the Commission approves the agreement, the file concerning your involvement in this matter will be closed.

If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,

A handwritten signature in cursive script, which appears to read "W. C. Oldaker", is written over the typed name.

William C. Oldaker
General Counsel

72040154136

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

Mr. Tom Thrasher

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MUR 527 (78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. Tom Thrasher (hereinafter "Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a) (5) do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent fact in this matter is as follows:
Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the sum of \$800.

79040154137

WHEREFORE, Respondent agrees that:

- A. Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$800.
- B. The making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.
- C. Respondent was unaware of the provisions of the law governing cash contributions and, therefore, did not willfully violate 2 U.S.C. § 441g.
- D. Respondent is aware that the Committee to Elect Ronnie G. Flipppo has agreed to accept full responsibility for Respondent's violation of 2 U.S.C. § 441g and to pay a civil penalty associated with this violation.
- E. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.
- V. General Conditions
 - A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

79040154138

- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

79040154139

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Mr. Tom Thrasher



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

September 5, 1979

The Honorable Ronnie G. Flipppo
U.S. House of Representatives
439 Cannon House Office Building
Washington, D.C. 20515

Re: MUR 527

Dear Mr. Flipppo,

Pursuant to an understanding reached with your counsel, Carole L. Kuebler, concerning the resolution of MUR 527, you will find enclosed a revised conciliation agreement. You are asked to sign this agreement in the space provided and to return it to this Office as soon as possible. The agreement will then be presented to the members of the Commission for final approval.

Provided that the Commission approves the agreement, the file concerning your involvement in this matter will be closed.

If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,

A handwritten signature in dark ink, which appears to read "William C. Oldaker", is written over a horizontal line.

William C. Oldaker
General Counsel

79040154140

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Ronnie G. Flippo

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MUR 527 (78)

CONCILIATION AGREEMENT

This matter having been initiated by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. Ronnie G. Flippo (hereinafter "Respondent") has violated 2 U.S.C. § 441a(f):

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437 (a)(5) do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent facts in this matter are as follows:
 - A. In March, April and May, 1976, Respondent was a candidate for nomination for election to Federal office.
 - B. On April 12, 1976, Mr. R. Lonnie Flippo, the Candidate's first cousin, made a personal loan of \$5,000 to Respondent.

79040154141

- C. On April 12, 1976, Respondent made a loan of \$5,000 to the Committee to Elect Ronnie G. Flippo (hereinafter "the Committee").
- D. On April 20, 1976, Respondent obtained a personal loan of \$30,000 from the First National Bank of Birmingham, Birmingham, Alabama.
- E. The 60-day promissory note in support of the above \$30,000 loan was signed by Respondent on the front of the instrument and signed on the back by Mr. R. Lonnie Flippo and Mr. William D. Biggs, out of the presence of Respondent.
- F. The purpose of the endorsements provided by Mr. R. Lonnie Flippo and Mr. William G. Biggs was to expedite the processing of Respondent's application for the above \$30,000 loan at a critical period during his campaign.
- G. It is Respondent's position that at the time he obtained the above \$30,000 loan he had sufficient personal assets to cover the proceeds of the loan, that his personal assets were the sole basis upon which this loan was obtained, and that he did not know that Mr. R. Lonnie Flippo and Mr. William D. Biggs had signed the back of the promissory note.

79040154142

- H. Respondent was never asked to commit formally his assets as collateral for the above \$30,000 loan.
- I. On April 20, 1976, Respondent made a loan of \$30,000 to the Committee.
- J. The loan obtained by the Respondent from the First National Bank of Birmingham was transferred to the Shoals National Bank of Florence after September 7, 1976.
- K. On April 22 and 24, 1976, the Committee repaid the \$5,000 loan obtained from Respondent, the installments involved being \$2,000 and \$3,000 respectively.
- L. On July 26, 1976, the Committee made the first payment on the \$30,000 loan obtained from Respondent; this first payment was in the sum of \$4,500.
- M. The first four payments on the \$30,000 loan obtained from Respondent were paid by the Committee to Respondent, while the final three payments were made directly to the Shoals National Bank.

WHEREFORE, Respondent agrees that:

- A. Respondent accepted a loan of \$5,000 from his first cousin, R. Lonnie Flipppo, on April 12, 1976.

79040154143

- B. Respondent made a loan of \$5,000 to the Committee on April 12, 1976.
- C. The loan made by Mr. R. Lonnie Flipppo to the Respondent in the sum of \$5,000 was made for the purpose of influencing the nomination for election of the Respondent to Federal office.
- D. A loan made for the purpose of influencing the nomination for election of a person to Federal office constitutes a contribution under 2 U.S.C. § 431(e)(1).
- E. In that Respondent was unaware of the law concerning contributions made from family members, his acceptance of this \$5,000 loan from Mr. R. Lonnie Flipppo, his first cousin, did not constitute a willful violation of the Federal Election Campaign Act of 1971, as amended.
- F. Respondent obtained a loan of \$30,000 from the First National Bank of Birmingham on April 20, 1976, which Respondent understood to be backed by his personal assets.
- G. The promissory note in support of the \$30,000 loan accepted by Respondent from the First National Bank of Birmingham was signed on the back by Mr. R. Lonnie Flipppo and Mr. William D. Biggs.

79040134144

- H. Respondent made a loan of \$30,000 to the Committee on April 20, 1976.
- I. Mr. R. Lonnie Flipppo and Mr. William D. Biggs endorsed the promissory note in support of the \$30,000 loan accepted by the Respondent from the First National Bank of Birmingham for purposes of influencing the nomination for election to Federal office of the Respondent.
- J. An endorsement of a promissory note in support of a bank loan which is to be used for purposes of influencing the nomination for election of a person to Federal office constitutes a contribution to such person under 2 U.S.C. § 431(e)(1) and 11 C.F.R. § 100.4(a)(1)(i).
- K. Endorsements of a bank loan to be used to influence the nomination for election of any person to Federal office are to be considered contributions by each endorser or guarantor in proportion of the unpaid balance thereof that each endorser or guarantor bears to the total number of endorsers or guarantors. 2 U.S.C. § 431(e)(5).

79040154145

- L. The proportions of the \$30,000 loan obtained by the Respondent from the First National Bank of Birmingham initially attributable to Mr. R. Lonnie Flippo and to Mr. William D. Biggs as endorsers were \$15,000.
- M. Mr. R. Lonnie Flippo's total contributions received by Respondent during the period prior to the 1976 primary election equaled \$20,000.
- N. Mr. William D. Biggs' contribution received by Respondent during the period prior to the 1976 primary election totaled \$15,000.
- O. Contributions of \$20,000 and \$15,000 for a single election place the contributors involved in violation of 2 U.S.C. § 441a(a)(1)(A) and the recipient candidate in violation of 2 U.S.C. § 441a(f).
- P. Receipt by Respondent of \$20,000 in contributions from Mr. R. Lonnie Flippo and of \$15,000 in contributions from Mr. William D. Biggs places Respondent in violation of 2 U.S.C. § 441a(f).
- Q. Respondent's violations of 2 U.S.C. § 441a(f) were not willful, and it was not Respondent's intention to violate the Federal Election Campaign Act of 1971, as amended.
- R. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.

79040154146

V. General Conditions

- A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437(a)(1), concerning the matter 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.
- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

79010134147

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Carole L. Kuebler, Esquire
Attorney for Respondent,
Ronnie G. Flipppo



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

September 5, 1979

Mr. R. Lonnie Flipppo
325 Nottingham Road
Florence, Alabama 35630

Re: MUR 527

Dear Mr. Flipppo,

Pursuant to an understanding reached with your counsel, Carole L. Kuebler, concerning the resolution of MUR 527, you will find enclosed a revised conciliation agreement. You are asked to sign this agreement in the space provided and to return it to this Office as soon as possible. The agreement will then be presented to the members of the Commission for final approval.

Provided that the Commission approves the agreement and that the civil penalty included therein is paid, the file concerning your involvement in this matter will be closed.

If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,

A handwritten signature in cursive script, which appears to read "W. C. Oldaker", is written over the typed name.

William C. Oldaker
General Counsel

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
R. Lonnie Flipppo

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)
)

MUR 527(78)

CONCILIATION AGREEMENT

This matter having been initiated by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. R. Lonnie Flipppo (hereinafter "Respondent") has violated 2 U.S.C. § 441a(a) (1)(A) and 2 U.S.C. § 441g:

WHEREFORE, the Commission and the Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a)(5), do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. Respondent agrees that the pertinent facts in this matter are as follows:

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- A. Respondent served as treasurer of the Committee to Elect Ronnie G. Flippo (hereinafter "the Committee") during the 1976 election year.
- B. On March 18, 1976, the Committee per R. Lonnie Flippo, who signed the instrument "R. Lonnie Flippo, Chairman", obtained a loan from the Shoals National Bank of Florence, Florence, Alabama, in the sum of \$33,000.
- C. Two 30-day extension agreements pertaining to the above \$33,000 loan were negotiated on April 17, 1976, and May 17, 1976, on behalf of the Committee.
- D. Each of the two extension agreements pertaining to the above loan was signed: "Maker: Committee to Elect Ronnie G. Flippo; Dealer or Endorser: R. Lonnie Flippo."
- E. On April 19, 1976, the Committee obtained a loan from the Shoals National Bank of Florence, Florence, Alabama, in the sum of \$10,000.
- F. The 90-day promissory note in support of the \$10,000 loan obtained by the Committee from the Shoals National Bank was signed "Committee to Elect Ronnie G. Flippo; R. Lonnie Flippo."
- G. According to a statement prepared by the lending officer of Shoals National Bank, the Bank considered the personal assets of the Candidate as further

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assurance in making the above \$33,000 and \$10,000 loans although the Candidate's signature did not appear on any of the instruments involved.

- H. On April 12, 1976, Respondent made a personal loan of \$5,000 to Mr. Ronnie G. Flippo, (hereinafter "the Candidate"). Respondent and the Candidate are first cousins.
- I. On April 12, 1976, the Candidate made a loan of \$5,000 to the Committee.
- J. On April 20, 1976, the Candidate obtained a personal loan in the sum of \$30,000 from the First National Bank of Birmingham, Birmingham, Alabama.
- K. The 60-day promissory note in support of the above \$30,000 loan obtained by the Candidate was signed by the Candidate and signed on the back by the Respondent and Mr. William D. Biggs.
- L. On April 20, 1976, the Candidate made a loan of \$30,000 to the Committee.
- M. The loan obtained by the Candidate from the First National Bank of Birmingham was transferred to the Shoals National Bank of Florence after September 7, 1976.

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- N. On April 29, 1976, the Committee made the first payment on the \$33,000 and \$10,000 loans obtained from the Shoals National Bank; this first payment was in the sum of \$3,500.
- O. On April 22 and 24, 1976, the Committee repaid the \$5,000 loan obtained from the Candidate; the installments involved were \$2,000 and \$3,000, respectively.
- P. On July 26, 1976, the Committee made the first payment on the \$30,000 loan obtained from the Candidate; this first payment was in the sum of \$4,500.
- Q. The first four payments on the \$30,000 loan obtained by the Candidate were paid by the Committee to the Candidate, while the final three payments were made directly to the Shoals National Bank.
- R. On March 16, 1976, March 23, 1976, and April 2, 1976, Respondent made contributions in cash to the Committee. These contributions were in the sums of \$500, \$20, and \$400 respectively, for a total of \$920.

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WHEREFORE, Respondent agrees that:

- A. On March 18, 1976, Respondent signed a promissory note for a \$33,000 loan obtained by the Committee from the Shoals National Bank in a manner which indicated that he was signing in a representative capacity.
- B. On April 17, 1976, and May 17, 1976, Respondent signed two 30-day extension agreements pertaining to the \$33,000 loan obtained by the Committee from the Shoals National Bank of Florence, Florence, Alabama, in a manner which may be construed to have been in an individual capacity.
- C. Respondent signed the promissory note in support of the \$10,000 loan obtained by the Committee from the Shoals National Bank of Florence on April 19, 1976, in a manner which may be construed to have been in an individual capacity.
- D. On April 12, 1976, Respondent made a loan of \$5,000 to the Candidate.
- E. On April 12, 1976, the Candidate made a loan of \$5,000 to the Committee.
- F. The loan made by Respondent to the Candidate on April 12, 1976, in the sum of \$5,000 was made for the purpose of influencing the nomination for election of the Candidate to Federal office.

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- G. A loan made for the purpose of influencing the nomination for election of a candidate to Federal office constitutes a contribution under 2 U.S.C. § 431(e)(1).
- H. On April 20, 1976, the Respondent affixed his signature to the back of a promissory note in support of a \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham, Birmingham, Alabama. The Respondent's signature was one of two on the back of the note.
- I. On April 20, 1976, the Candidate made a loan of \$30,000 to the Committee.
- J. Respondent endorsed the promissory note supporting the \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham for purposes of influencing the Candidate's nomination for election to Federal office.
- K. An endorsement of a promissory note in support of a bank loan which is to be used for purposes of influencing the nomination for election of a person to Federal office constitutes a contribution to such person or to a committee under 2 U.S.C. § 431 (e)(1) and 11 C.F.R. § 100.4(a)(1)(i).

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- L. Endorsements of a bank loan to be used to influence the nomination for election of any person to Federal office are to be considered contributions by each endorser or guarantor in proportion to the unpaid balance thereof that each endorser or guarantor bears to the total number of endorsers or guarantors. 2 U.S.C. § 431(e)(5).
- M. Respondent's proportion of the unpaid balance of the \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham was initially \$15,000.
- N. On March 16, 1976, March 23, 1976, and April 2, 1976, Respondent made contributions in cash to the Committee totaling \$920.
- O. Cash contributions in excess of \$100 per campaign constitute a violation of 2 U.S.C. § 441g by the contributor.
- P. Contributions from an individual totaling in excess of \$1000 for one election constitute a violation of 2 U.S.C. § 441a(a)(1)(A).
- Q. Respondent violated 2 U.S.C. §§441a(a)(1)(A) and 441g.
- R. As to the \$5000 loan made by Respondent to the Candidate, it is Respondent's position that his violation of 2 U.S.C. §441a(a)(1)(A) was not willful in that Respondent erroneously believed that the Act

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contained different contribution limitations for family members of the Candidate and that family members included first cousins.

- S. Although Respondent violated 2 U.S.C. § 441g, his action did not constitute a willful violation.
- T. Respondent will pay a civil penalty of Two Thousand Dollars (\$2000) pursuant to 2 U.S.C. § 437g(a)(5)(B).
- U. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.

V. General Conditions

- A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.
- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.

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C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

FEDERAL ELECTION COMMISSION

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Carole L. Kuebler, Esquire
Attorney for Respondent,
R. Lonnie Flipppo

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FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

September 5, 1979

Mr. William D. Biggs
P.O. Box 245
Sheffield, Alabama 35660

Re: MUR 527

Dear Mr. Biggs,

Pursuant to an understanding reached with your counsel, Carole L. Kuebler, concerning the resolution of MUR 527, you will find enclosed a revised conciliation agreement. You are asked to sign this agreement in the space provided and to return it to this Office as soon as possible. The agreement will then be presented to the members of the Commission for final approval.

Provided that the Commission approves the agreement, the file concerning your involvement in this matter will be closed.

If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,

A handwritten signature in dark ink, appearing to read "W. C. Oldaker", is written over the typed name.

William C. Oldaker
General Counsel

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
William D. Biggs

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)
)

MUR 527 (78)

CONCILIATION AGREEMENT

This matter having been initiated by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that William D. Biggs (hereinafter "Respondent") has violated 2 U.S.C. § 441a(a)(1)(A):

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a) (5), do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent facts in this matter are as follows:
 - A. On April 7, 1976, Respondent made a contribution of \$1,000 to the Committee to Elect Ronnie G. Flippo (hereinafter "the Committee"), the principal campaign committee of Ronnie G. Flippo (hereinafter "the Candidate").

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- B. On April 20, 1976, Respondent affixed his signature to the back of a promissory note in support of a \$30,000 loan to be obtained by the Candidate from the First National Bank of Birmingham. It is Respondent's position that he signed the note on his own volition and not at the request of the Candidate.
- C. On April 20, 1976, the Candidate made a loan of \$30,000 to the Committee.
- D. The above \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham was transferred to the Shoals National Bank of Florence after September 7, 1976.
- E. On July 26, 1976, the Committee began to make payments on the \$30,000 loan obtained from the Candidate. The first installment was paid to the Candidate in the amount of \$4,500, and on October 22, 1976, the Committee made the last payment to the Shoals National Bank in the amount of \$4,000.
- F. The final three installments made by the Committee on the \$30,000 loan obtained from the Candidate were paid directly to the Shoals National Bank of Florence.

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WHEREFORE, Respondent agrees that:

- A. Respondent affixed his signature to the back of a promissory note with regard to a \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham on April 20, 1976.
- B. On April 20, 1976, the Candidate made a \$30,000 loan to the Committee.
- C. Respondent endorsed the promissory note supporting the \$30,000 loan obtained by Mr. Ronnie G. Flipppo from the First National Bank of Birmingham for purposes of influencing Mr. Flipppo's nomination for election to Federal office.
- D. An endorsement of a bank loan to be used to influence the nomination for election of a person to Federal office constitutes a contribution to such person under 2 U.S.C. § 431(e)(1).
- E. Endorsements of a bank loan to be used to influence the nomination for election of any person to Federal office are to be considered contributions by each endorser in proportion of the unpaid balance thereof that each endorser or guarantor bears to the total number of endorsers or guarantors. 2 U.S.C. § 431(e)(5).

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- F. Pursuant to 2 U.S.C. § 431(e)(5), Respondent's proportion of the unpaid balance of the \$30,000 loan obtained by Mr. Ronnie G. Flipppo from the first National Bank of Birmingham was initially \$15,000.
- G. According to the letter of the law of which Respondent at the time of his signing was unaware, Respondent, as one of two endorsers of the promissory note with regard to the \$30,000 loan, made a contribution to the Candidate and the Committee of \$15,000.
- H. Respondent's total contributions to Mr. Ronnie G. Flipppo and the Committee to Elect Ronnie G. Flipppo were \$16,000.
- I. Total contributions of \$16,000 for one election constitute a violation of 2 U.S.C. § 441a(a)(1)(A).
- J. Respondent's violation of 2 U.S.C. § 441a(a)(1)(A) was not made willfully, and it was not Respondent's intention to violate the Act.
- K. Respondent is aware that the Committee has agreed to accept full responsibility for Respondent's violation of 2 U.S.C. § 441a(a)(1)(A) and to pay a civil penalty associated with this violation.
- L. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.

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V. General Conditions

- A. 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.
- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

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Date _____

William C. Oldaker
General Counsel
Federal Election Committee

Date _____

Carole L. Kuebler, Esquire
Attorney for Respondent,
William D. Biggs



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

September 5, 1979

Mr. R. Lonnie Flippo
Treasurer, Committee to Elect Ronnie G. Flippo
325 Nottingham Road
Florence, Alabama 35630

Re: MUR 527

Dear Mr. Flippo,

Pursuant to an understanding reached with your counsel, Carole L. Kuebler, concerning the resolution of MUR 527, you will find enclosed a revised conciliation agreement. You are asked to sign this agreement in the space provided and to return it to this Office as soon as possible. The agreement will then be presented to the members of the Commission for final approval.

Provided that the Commission approves the agreement and that the civil penalty included therein is paid, the file concerning the Committee's involvement in this matter will be closed.

If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,

A handwritten signature in dark ink, which appears to read "W. C. Oldaker", is written over the typed name.

William C. Oldaker
General Counsel

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 527 (78)
Committee to Elect Ronnie)
G. Flippo)

Conciliation Agreement

This matter having been initiated by the Commission in the ordinary course of carrying out its supervisory responsibilities; and, after an investigation, the Commission having found reasonable cause to believe that the Committee to Elect Ronnie G. Flippo (hereinafter "Respondent"), the principal campaign committee of Ronnie G. Flippo (hereinafter "the Candidate"), has violated 2 U.S.C. § 441a(f).

WHEREFORE, the Commission and the Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437 (a)(5), do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. The Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. The Respondent enters into this agreement with the Commission voluntarily.
- IV. Respondent agrees that the pertinent facts in this matter are as follow:
 - A. Respondent's treasurer during the 1976 election year was Mr. R. Lonnie Flippo.

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- B. On March 18, 1976, the Respondent per R. Lonnie Flipppo, who signed the instrument "R. Lonnie Flipppo, Chairman," obtained a loan from the Shoals National Bank of Florence, Florence, Alabama, in the sum of \$33,000.
- C. Two 30-day extension agreements pertaining to the above \$33,000 loan were negotiated on April 17, 1976, and May 17, 1976.
- D. Each of the two extension agreements pertaining to the above \$33,000 loan was signed: "Maker: Committee to Elect Ronnie G. Flipppo; Dealer or Endorser: R. Lonnie Flipppo."
- E. On April 19, 1976, the Respondent obtained a loan from the Shoals National Bank of Florence, Florence, Alabama, in the sum of \$10,000.
- F. The 90-day promissory note in support of the \$10,000 loan obtained by the Respondent from the Shoals National Bank was signed "Committee to Elect Ronnie G. Flipppo; R. Lonnie Flipppo."
- G. According to a statement prepared by the lending officer of Shoals National Bank, the bank considered the personal assets of the Candidate as further assurance in making the above \$33,000 and \$10,000 loans, although the Candidate's signature did not appear on any of the instruments involved.
- H. On April 12, 1976, Mr. R. Lonnie Flipppo, the Candidate's first cousin, made a loan of \$5,000 to the Candidate evidenced by written instrument.

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- I. On April 12, 1976, the Candidate made a loan of \$5,000 to Respondent.
- J. On April 20, 1976, the Candidate obtained a personal loan for use in his campaign of \$30,000 from the First National Bank of Birmingham, Birmingham, Alabama.
- K. The 60-day promissory note in support of the above \$30,000 loan obtained by the Candidate was signed by the Candidate and signed on the back by Mr. R. Lonnie Flipppo and Mr. William D. Biggs.
- L. On April 20, 1976, the Candidate made a loan of \$30,000 to Respondent.
- M. The loan obtained by the Candidate from the First National Bank of Birmingham was transferred to the Shoals National Bank of Florence after September 7, 1976.
- N. On April 29, 1976, the Respondent made the first payment on the \$33,000 and \$10,000 loans obtained from the Shoals National Bank; this first payment was in the sum of \$3,500.
- O. On April 22 and 24, 1976, the Respondent repaid the \$5,000 loan obtained from the Candidate, the installments being \$2,000 and \$3,000 respectively.

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- P. On July 26, 1976, Respondent made the first payment on the \$30,000 loan obtained from the Candidate; this first payment was in the sum of \$4,500.
- Q. The first four payments on the \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham and later transferred to the Shoals National Bank of Florence were paid by the Respondent to the Candidate, while the final three payments were made directly to the Shoals National Bank.
- R. On April 17, 1976, Mr. William D. Biggs made a contribution to the Respondent in the amount of \$1,000.
- S. On March 16, March 23, and April 2, 1976, Mr. R. Lonnie Flippo made cash contributions to the Respondent totaling \$920.
- T. Between March and July, 1976, eighteen individuals contributed in excess of \$100 in cash to the Candidate's campaign. Respondent has refunded the amounts by which the contribution(s) from each individual exceeded \$100.

WHEREFORE, Respondent agrees that:

- A. On March 18, 1976, Mr. R. Lonnie Flippo signed a promissory note for a \$33,000 loan obtained by

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Respondent from the Shoals National Bank in a manner which indicated that he was signing in a representative capacity.

- B. On April 17, 1976, and May 17, 1976, , Mr. R. Lonnie Flipppo signed two 30-day extension agreements pertaining to the \$33,000 loan obtained by Respondent from the Shoals National Bank of Florence in a manner which may be construed to have been in an individual capacity.
- C. On April 19, 1976, Mr. R. Lonnie Flipppo signed the promissory note in support of the \$10,000 loan obtained by Respondent from the Shoals National Bank of Florence in a manner which may be construed to have been in an individual capacity.
- D. On April 12, 1976, Mr. R. Lonnie Flipppo made a loan of \$5,000 to the Candidate, his first cousin, evidenced by written instrument.
- E. On April 12, 1976, the Candidate made a loan of \$5,000 to Respondent.
- F. The April 12, 1976, loan made by Mr. R. Lonnie Flipppo to the Candidate in the sum of \$5,000 was made for the purpose of influencing the nomination for election of the Candidate to federal office.
- G. Respondent had knowledge that the source of the \$5,000 loan obtained by Respondent on April 12, 1976, from the Candidate originated from the loan obtained

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by the Candidate from Mr. R. Lonnie Flipppo the same amount.

- H. A loan made for the purpose of influencing the nomination for election of a candidate to federal office constitutes a contribution under 2 U.S.C. § 431(e)(1).
- I. In that Mr. R. Lonnie Flipppo was unaware of the law concerning contributions made by family members, the receipt by Respondent of the subject \$5,000 loan from R. Lonnie Flipppo, the Candidate's first cousin, did not constitute a willful violation of the Federal Election Campaign Act of 1971, as amended ("the Act").
- J. On April 20, 1976, Mr. R. Lonnie Flipppo and Mr. William D. Biggs signed the back of a promissory note in support of a \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham.
- K. On April 20, 1976, the Candidate made a loan of \$30,000 to the Committee.
- L. Mr. R. Lonnie Flipppo and Mr. William D. Biggs signed the promissory note supporting the \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham for purposes of influencing the Candidate's nomination for election to Federal office.
- M. The endorsement of a promissory note in support of a bank note which is to be used for purposes of in-

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fluencing the nomination for election of a person to Federal office constitutes a contribution to such person or to a committee under 2 U.S.C. § 431(e)(1).

- N. Endorsements of a bank loan to be used to influence the nomination for election of any person to Federal office are to be considered contributions by each endorser or guarantor in proportion of the unpaid balance thereof that each endorser or guarantor bears to the total number of endorsers or guarantors. 2 U.S.C. § 431(e)(5).
- O. Mr. R. Lonnie Flipppo's and Mr. William D. Biggs' proportions of the unpaid balance of the \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham were initially \$15,000 each.
- P. Respondent had knowledge that the \$30,000 loan made by the Candidate to Respondent had its source in the \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham and that Mr. R. Lonnie Flipppo and Mr. William G. Biggs had endorsed the promissory note in support of the \$30,000 loan obtained by the Candidate.
- Q. The total contributions made by Mr. R. Lonnie Flipppo and Mr. William G. Biggs to the Candidate's campaign exceeded \$1,000 per election.
- R. Contributions from an individual in excess of \$1,000 per election constitute a violation of 2 U.S.C. § 441a(a)(1)(A) by the individual involved.

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- S. Acceptance by a committee of contributions which are in violation of 2 U.S.C. § 441a(a)(1)(A) places the committee in violation of 2 U.S.C. § 441a(f).
- T. Respondent is in violation of 2 U.S.C. § 441a(f) for having accepted excessive contributions from Mr. R. Lonnie Flipppo and Mr. William G. Biggs.
- U. Respondent's acceptance of these excessive contributions did not constitute a willful act.
- V. Respondent did not return on a timely basis cash contributions from eighteen individuals in excess of \$100. Respondent, therefore, assumes responsibility for the fact that these excessive contributions were made by the individuals involved in violation of 2 U.S.C. § 441g and agrees to pay the civil penalties attributable to these violations.
- W. Respondent assumes responsibility for the violation by William G. Biggs of 2 U.S.C. § 441a(a)(1)(A) and agrees to pay the civil penalty attributable to that violation.
- X. Respondent will pay civil penalties totaling Seven Thousand Eight Hundred Dollars (\$7,800) pursuant to 2 U.S.C. § 437g(a)(5)(B).
- Y. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.

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V. General Conditions

- A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter at issue herein, or on its own motion, may review compliance with this Agreement. If the Commission believes that this Agreement or any requirements thereof have been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.
- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g (a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

FEDERAL ELECTION COMMISSION

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Carole L. Kuebler, Esquire
Attorney for Respondent,
Committee to Elect
Ronnie G. Flipppo

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FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

August 2, 1979

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Lawrence Goins
Bridge Road
Florence, Alabama 35630

Re: MUR 527(78)

Dear Mr. Goins:

The Federal Election Commission has decided to take no further action with regard to your violation of 2 U.S.C. § 441a(a)(1)(A) in view of the small amount by which your cash contribution to the Committee to Elect Ronnie G. Flipppo exceeded the statutory limitation of \$100 per campaign.

The file in this matter is now closed.

Sincerely,

A handwritten signature in dark ink, appearing to read "William C. Oldaker", is written over the typed name.

William C. Oldaker
General Counsel

cc: Carole L. Kuebler, Esquire
Williams and Jensen
1101 Connecticut Avenue, N.W.
Washington, D.C. 20036

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Lawrence Goins
Bridge Road
Florence, Alabama 35630

Re: MUR 527(78)

Dear Mr. Goins:

The Federal Election Commission has decided to take no further action with regard to your violation of 2 U.S.C. § 441a(a)(1)(A) in view of the small amount by which your cash contribution to the Committee to Elect Ronnie G. Flipppo exceeded the statutory limitation of \$100 per campaign.

The file in this matter is now closed.

Sincerely,

William C. Oldaker
General Counsel

cc: Carole L. Kuebler, Esquire
Williams and Jensen
1101 Connecticut Avenue, N.W.
Washington, D.C. 20036

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
Committee to Elect) MUR 527 (78)
Ronnie G. Flippo, et al)

CERTIFICATION

I, Marjorie W. Emmons, Secretary to the Federal Election Commission, do hereby certify that on July 31, 1979, the Commission approved by a vote of 4-0 to take the following actions as recommended in the General Counsel's Report dated July 24, 1979:

1. Take no further action with regard to the violation by Lawrence Goins of U.S.C. §441g.
2. Send the letters attached to the above-named report.

Voting for this determination were Commissioners Friedersdorf, Aikens, Tiernan and McGarry.

Attest:

7/31/79
Date

Lena L. Stafford
for Marjorie W. Emmons
Secretary to the Commission

Received by the Office of Commission Secretary:
Circulated on 48 hour basis:

7-27-79, 10:03
7-27-79, 2:00

79040154176

July 21, 1979

MEMORANDUM TO: Marge Emmons
FROM: Elissa T. Garr
SUBJECT: MUR 527

Please have the attached General Counsel's Report on MUR 527 distributed to the Commission on a 48 hour tally basis.

Thank you.

79040134177

BEFORE THE FEDERAL ELECTION COMMISSION

RECEIVED
OFFICE OF THE
COMMISSION SECRETARY

79 JUL 27 A10: 03

In the Matter of)
)
Committee to Elect)
Ronnie G. Flippo, et al)

MUR 527 (78)

General Counsel's Report

On June 27, 1979, the Commission found probable cause to believe that R. Lonnie Flippo and William D. Biggs had violated 2 U.S.C. § 441a(a)(1)(A) and that Ronnie G. Flippo and the Committee to Elect Ronnie G. Flippo ("the Committee") had violated 2 U.S.C. § 441a(f). The Commission also voted to take no further action with regard to the violation of 2 U.S.C. § 432(c) by the Committee and to find no probable cause to believe that three contributors to the Committee had violated 2 U.S.C. § 441g.

It is the opinion of this Office that one additional individual contributor should no longer be retained as a respondent in this matter. Mr. Lawrence Goins contributed \$102.00 in cash to the Committee in 1976, thus placing him in violation of 2 U.S.C. § 441g. Because this violation is de minimus, it is recommended that the Commission take no further action against Mr. Goins and that the file be closed with regard to this particular violation.

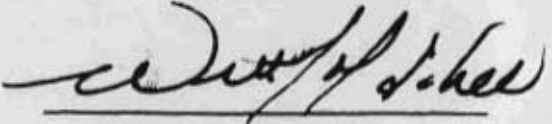
RECOMMENDATION

1. Take no further action with regard to the violation by Lawrence Goins of 2 U.S.C. § 441g.

79040154178

2. Send attached letter.

7/24/79
Date


William C. Oldaker
General Counsel

79040154179



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Lawrence Goins
Bridge Road
Florence, Alabama 35630

Re: MUR 527(78)

Dear Mr. Goins:

The Federal Election Commission has decided to take further action with regard to your violation of 2 U.S.C. § 441a(a)(1)(A) in view of the small amount by which your cash contribution to the Committee to Elect Ronnie G. Flipppo exceeded the statutory limitation of \$100 per campaign.

The file in this matter is now closed.

Sincerely,

William C. Oldaker
General Counsel

cc: Carole L. Kuebler, Esquire
Williams and Jensen
1101 Connecticut Avenue, N.W.
Washington, D.C. 20036

79040154180



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

July 2, 1979

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Preston Trammell
2630 8th Avenue, N
Birmingham, Alabama

Re: MUR 527(78)

Dear Mr. Trammell,

This letter is to inform you that the Federal Election Commission has found no probable cause to believe that you have violated 2 U.S.C. § 441g. The file in this matter is now closed.

Your cooperation in resolving this issue is appreciated.

Sincerely,

A handwritten signature in dark ink, appearing to read "William C. Oldaker", is written over the typed name.

William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flipppo
Carole L. Kuebler, Esquire

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CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Preston Trammell
2630 8th Avenue, N
Birmingham, Alabama

Re: MUR 527(78)

Dear Mr. Trammell,

This letter is to inform you that the Federal Election Commission has found no ~~probable~~ cause to believe that you have violated 2 U.S.C. § 441g. The file in this matter is now closed.

Your cooperation in resolving this issue is appreciated.

Sincerely,

William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flipppo
Carole L. Kuebler, Esquire

AW
6/28/79



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

July 2, 1979

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Richard Edwards,
P.O. Box 152
Calera, Alabama 35040

Re: MUR 527 (78)

Dear Mr. Edwards,

letter is to inform you that the Federal Commission has found no probable cause to at you have violated 2 U.S.C. § 441g. The is matter is now closed.

cooperation in resolving this issue is appre-

Sincerely,

William C. Oldaker
William C. Oldaker
General Counsel

able Ronnie G. Flippo
Kuebler, Esquire

527

SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
☐ Show to whom and date delivered.
☐ Show to whom, date, and address of delivery.
☐ RESTRICTED DELIVERY
Show to whom and date delivered.
☐ RESTRICTED DELIVERY
Show to whom, date, and address of delivery.
(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Mr. Richard Edwards

3. ARTICLE DESCRIPTION:
REGISTERED NO. CERTIFIED NO.
(Always obtain signature of addressee.)

I have received the article described above.
SIGNATURE *Richard Edwards* ☐ Addressee ☐ Authorized Agent

DATE OF DELIVERY *7/12/79*

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

POSTAL SERVICE
U.S. MAIL
FIRST CLASS
PERMIT NO. 1000
WASHINGTON, D.C. 20463

★GPO: 1977-0-596-500

7 9 0 1 0 1 5 4 1 9 4

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Richard Edwards,
P.O. Box 152
Calera, Alabama 35000

Re: MUR 527(78)

Dear Mr. Edwards,

This letter is to inform you that the Federal Election Commission has found no probable cause to believe that you have violated 2 U.S.C. § 441g. The file in this matter is now closed.

Your cooperation in resolving this issue is appreciated.

Sincerely,

William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flipppo
Carole L. Kuebler, Esquire

AW
6/29/79



FEDERAL ELECTION COMMISSION

1125 K STREET N.W.
WASHINGTON, D.C. 20463

July 2, 1979

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Larry Clayton
2901 3rd Avenue, N.
Birmingham, Alabama

Re: MUR 527 (78)

Dear Mr. Clayton,

Letter is to inform you that the Federal
Commission has found no probable cause to
you have violated 2 U.S.C. § 441g. The
matter is now closed.

Cooperation in resolving this issue is

Sincerely,

William C. Oldaker
William C. Oldaker
General Counsel

able Ronnie G. Flippo
Kuebler, Esquire

AW MUR 527

SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on
reverse.

1. The following service is requested (check one):
☐ Show to whom and date delivered.
☐ Show to whom, date, and address of delivery.
☐ RESTRICTED DELIVERY
Show to whom and date delivered.
☐ RESTRICTED DELIVERY
Show to whom, date, and address of delivery.
(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Mr. Larry Clayton

3. ARTICLE DESCRIPTION:
REGISTERED NO. CERTIFIED NO. INSURED NO.

(Always obtain signature of addressee or agent)

I have received the article described above:
SIGNATURE *[Signature]* ☒ Addressee ☐ Authorized agent

DATE OF DELIVERY
7-6-79

5. ADDRESS (Complete only if not on label)
BIRMINGHAM, AL 35203

6. UNABLE TO DELIVER BECAUSE:
CLERK'S INITIALS

RPD 1877-0-245-505

7 9 0 4 0 1 5 4 1 8 6

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Larry Clayton
2901 3rd Avenue, N.
Birmingham, Alabama

Re: MUR 527(78)

Dear Mr. Clayton,

This letter is to inform you that the Federal Election Commission has found no probable cause to believe that you have violated 2 U.S.C. § 441g. The file in this matter is now closed.

Your cooperation in resolving this issue is appreciated.

Sincerely,

William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flipppo
Carole L. Kuebler, Esquire

AW
4/29/79

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)

MUR 527 (78)

)
Committee to Elect Ronnie G. Flippo)

Ronnie G. Flippo

R. Lonnie Flippo

William D. Biggs

James R. Box

Larry Clayton

E. L. Culver

Richard Edwards

Ed Estes

Yvonne Flippo

Tom Fowler

Bobby Griffin, Jr.

Ed Gills

Lawrence Goins

Ellis Haddock

Jerry Johns

D. F. Johnson

David Ladner

Randy Lingo

William Martin, Jr.

Howard Roberts

Tom Thrasher

Preston Trammell

Bobby Weems

CERTIFICATION

I, Marjorie W. Emmons, Secretary to the Federal Election Commission, certify that on June 27, 1979, the Commission, meeting in an executive session at which a quorum was present, determined by a vote of 6-0 to adopt the recommendation of the General Counsel to take the following actions in MUR 527 (78):

1. Find Probable Cause to Believe that R. Lonnie Flippo violated 2 U.S.C. §441a(a)(1)(A).

CONTINUED

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2. Find probable cause to believe that William D. Biggs violated 2 U. S. C. §441a(a) (1) (A).
3. Find probable cause to believe that the Committee to Elect Ronnie G. Flippo violated 2 U.S.C. §441a(f).
4. Find probable cause to believe that Ronnie G. Flippo violated 2 U. S. C. §441a(f).
5. Authorize the filing of civil actions against R. Lonnie Flippo, William G. Biggs, the Committee to Elect Ronnie G. Flippo, and Ronnie G. Flippo.
6. Take no further actions with regard to violation by the Committee to Elect Ronnie G. Flippo of 2 U.S.C. §432(c).
7. Find no probable cause to believe that Larry Clayton, James P. Trammel and Richard E. Edwards violated 2 U.S.C. §441g and send the letters attached to the General Counsel's June 25, 1979 report in this matter.
8. Instruct the Office of the General Counsel to continue conciliation efforts with regard to excessive cash contributions made to the Committee to Elect Ronnie G. Flippo.

Attest:

6/28/79

Date

Marjorie W. Emmons

Marjorie W. Emmons
Secretary to the Commission

79040154188

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)

MUR 527(78)

Committee to Elect Ronnie G. Flipppo)
Ronnie G. Flipppo
R. Lonnie Flipppo
William D. Biggs
James R. Box
Larry Clayton
E.L. Culver
Richard Edwards
Ed Estes
Yvonne Flipppo
Tom Fowler
Bobby Griffin, Jr.
Ed Gills
Lawrence Goins
Ellis Haddock
Jerry Johns
D.F. Johnson
David Ladner
Randy Lingo
William Martin, Jr.
Howard Roberts
Tom Thrasher
Preston Trammell
Bobby Weems

GENERAL COUNSEL'S REPORT

On September 28, 1978, the Commission found reasonable cause to believe that R. Lonnie Flipppo and William D. Biggs had violated 2 U.S.C. § 441a(a)(1)(A) by making contributions to the Committee to Elect Ronnie G. Flipppo ("the Committee") in excess of \$1,000 per election; that the Committee and Ronnie G. Flipppo ("the Candidate") had violated 2 U.S.C. § 441a(f) by accepting excessive contributions from R. Lonnie Flipppo and William D. Biggs; that the Committee had violated 2 U.S.C. § 432(c) by failing to keep detailed and exact accounts of all contributions made to or for the Committee; and that James R. Box, Larry Clayton, E.L. Culver, Richard Edwards, Ed Estes, R. Lonnie Flipppo, Yvonne Flipppo, Tom Fowler, Bobby Griffin, Jr., Ed Gills, Lawrence Goins, Ellis Haddock, Jerry Johns, D.F. Johnson, David

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Ladner, Randy Lingo, William Martin, Jr., Howard Roberts, Tom Thrasher, Preston Trammell, and Bobby Weems had violated 2 U.S.C. § 441g by making excessive cash contributions to the Committee. Letters and proposed conciliation agreements were sent to all respondents. Responses have been received concerning all of the issues involved in this matter and extensive negotiations have been held in an attempt to reach conciliation. The following is a discussion of the issues together with recommendations for Commission action.

I. Loans made to the Committee

A. Loans from Shoals National Bank of Florence

1. Loan of \$33,000

On March 18, 1976, the Committee obtained a loan from the Shoals National Bank of Florence in the sum of \$33,000. The loan involved a 30-day promissory note which was signed "Committee to Elect Ronnie G. Flipppo: R. Lonnie Flipppo, Chairman". Two 30-day extension agreements were also negotiated, one on April 17, 1976, and one on May 17, 1976. Each of the extension agreements was signed "Maker: Committee to Elect Ronnie G. Flipppo (or Ronnie Flipppo); Dealer or Endorser: R. Lonnie Flipppo". (See Attachment I). The first payment on this note was made on April 29, 1976, in the sum of \$3,500. The entire loan was extinguished as of July 22, 1976. 2 U.S.C. § 431(e)(5)(G) provides that a loan of money made by a national or State bank in accordance with applicable banking law and in the ordinary course of business is not a "contribution by that institution, but rather is to be considered a loan and thus a contribution by each endorser or guarantor in the proportion of the unpaid balance thereof that each

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endorser or guarantor bears to the total number of endorsers or guarantors." 11 CFR 100.4(a)(1)(i) defines a loan to include "a guarantee, endorsement, and any other form of security where the risk of nonpayment rests with the surety, guarantor, or endorser as well as with a political committee, candidate, or other primary obligor."

Here R. Lonnie Flippo signed the promissory note and the two 30-day extension agreements. The issue is whether or not he incurred personal liability on the instruments by virtue of his signatures. A finding of personal liability would place him in violation of 2 U.S.C. § 441a(a)(1)(A).

Article 3-403(3) of the Alabama Commercial Code states,

Except as otherwise established, the name of an organization preceded or followed by the name and office of an authorized individual is a signature in a representative capacity.

The person signing in this manner does not become personally obligated on the instrument. Therefore, under Alabama law, R. Lonnie Flippo did not become personally liable on the promissory note signed on March 18, 1976, because the note shows the name of the Committee followed by Mr. Flippo's name and Committee office. However, his signatures on the two extension agreements do not include a designation of representative capacity. The agreements show only the name of the Committee and Mr. Flippo's signature over the printed designation "Dealer or Endorser".

Article 3-403(2)(b) of the Alabama Commercial Code reads:

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An authorized representative who signs his own name to an instrument, except as otherwise established between the immediate parties, is personally obligated if the instrument names the person represented but does not show that the representative signed in a representative capacity...

Article 3-403, Official Comment 3, states that in a situation such as that set forth in Article 3-403(2)(b), parole evidence would be permitted in litigation between the immediate parties to the note to prove that the agent signed in his representative capacity. In the present situation, such evidence would relate to the understanding among the bank, the Committee, and R. Lonnie Flipppo as to the latter's liability or non-liability on the extension agreements.

The type of evidence which might be admissible would be statements from the bank officers and the parties to the instruments. The evidence now in hand indicates that it was the bank officer's understanding that R. Lonnie Flipppo would stand behind the loan. (See Attachment II). R. Lonnie Flipppo contests his personal liability, stating that he never intended to sign the extension agreements in a different capacity than he did the original loan agreement. (See Attachment III). Counsel for the respondents argues that the bankers involved with this loan defined "ordinary course of business" as meaning "that there are assets to make good the loans and...they knew that Ronnie Flipppo (the candidate) would make good those loans with his personal assets which were adequate to cover the balance." However, the Candidate's signature does not appear on any of the documents.

It is the opinion of the Office of General Counsel that R. Lonnie Flipppo has not proven that he did not incur personal

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liability by failing to designate a representative capacity after his signature on the extension agreements. 1/

2. Loan of \$10,000

On April 19, 1976, the Committee obtained a second loan from the Shoals National Bank; this one in the amount of \$10,000. The promissory note contained two signature lines with the name of the Committee to Elect Ronnie G. Flipppo appearing on the first line and the signature of R. Lonnie Flipppo on the second.

1/ Questions also arise as to whether the bank could be deemed to have made a contribution to the committee in the form of a loan not made in the ordinary course of business. At the time the original loan was obtained, the Committee faced a deficit of \$8,537 while as of April 19, two days after the first extension agreement was signed, the Committee had cash on hand of \$1,523.46 and outstanding liabilities of \$8,000. In addition, as stated by R. Lonnie Flipppo, the bank's president was a fundraiser for the Committee, thus presenting the possibility that the transactions were motivated by personal rather than business interest. On the other hand, it could also be argued that because of his knowledge of the Committee's fundraising potential, the bank president was in a position to determine that the loan and extension agreements were commercially reasonable.

As a general rule, courts will not sustain a challenge to an officer's decision to extend credit unless there is some evidence that the decision was made in bad faith or for personal reasons. See Miller v. AT & T, 507 F.2d 757 (C.A. 3, 1974). When a transaction serves a legitimate corporate purpose, i.e. is in the best interest of the corporation, even if another improper motive is present, the corporate action is not invalid. See, e.g., Cummings v. United Artist Theatre Circuit, Inc., 204 A.2d 795, 805 (Md., 1964). The concern of the Comptroller of the Currency is with the general health of a bank, and if, as in the present instance, a loan has been repaid, such loan will usually not be criticized. For these reasons, it would be difficult for the Commission to prove that the loan here at issue was not granted in the ordinary course of business.

79040154193

No indication of representative capacity on the part of R. Lonnie Flipppo is included. (See Attachment IV).

As with the two extension agreement discussed above, the instrument in the present instance names the party represented and also contains the signature of an authorized representative. The instrument does not, however, show that R. Lonnie Flipppo signed in a representative capacity. Again, the Alabama Commercial Code views this type of situation as ambiguous, and a court would be permitted to look beyond the face of the instrument to determine the intent of the parties as to the personal liability of the signing agent.

R. Lonnie Flipppo argues that this loan was an extension of the \$33,000 loan from the same bank and he did not intentionally sign the second loan agreement in a capacity different from that involved in the first loan. (See Attachment III). The bank officer only alludes to this second loan with regard to repayment. (See Attachment II). The instrument in this instance is not related to any other which indicated a representative capacity on the part of R. Lonnie Flipppo; thus, a finding of personal liability and corresponding excessive contribution by R. Lonnie Flipppo is more supportable than such a finding pertaining to the \$33,000 loan.

B. Loan from R. Lonnie Flipppo to the Candidate;
Loan from the Candidate to the Committee

On April 12, 1976, R. Lonnie Flipppo made a loan of \$5,000 to the Candidate. (See Attachment V). The promissory note does not indicate that the loan was intended for campaign purposes;

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however, on the same day the Candidate made a loan of the same amount to the Committee.

R. Lonnie Flippo, the Candidate and their counsel all acknowledge that R. Lonnie Flippo made this loan to the Candidate and defend this action in terms of Mr. Flippo's relationship to the Candidate and of the overall uncertainty concerning limitations on contributions from family members in early 1976.

R. Lonnie Flippo has written:

The loan from me to the candidate of \$5,000 made on April 12, 1976, was made with the thought that this would be no different than the many other personal loans we had made to each other over all of our lives. We are first cousins who were reared like brothers, and I had read newspapers stories about a Supreme Court case which seemed to sanction a candidate's family support in an unlimited way. (See Attachment III).

Although the Court in Buckley v. Valeo, 424 U.S. 1(1975), explicitly found that the \$1,000 contribution limitation applies to members of candidates' families, the Commission recognized that candidates and committees could have been confused about this issue in early 1976 and, therefore, determined that it would take no action concerning excessive contributions made by immediate family members before May 11, 1976. (See AO 76-26 and AO 77-15). However, since the enactment of the 1974 amendments to the Federal Election Campaign Act, the persons coming within the designation of "immediate family" have been statutorily delineated. This delineation does not include first cousins. Thus, R. Lonnie Flippo's relationship to the Candidate never placed him within the exempting provisions in the Act.

C. Loan from the First National Bank of Birmingham to the Candidate; Loan from the Candidate to the Committee

On April 20, 1976, the Candidate obtained a loan of \$30,000 from the First National Bank of Birmingham. The Candidate signed

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the 60-day promissory note, which was endorsed by R. Lonnie Flippo and William D. Biggs. On the same day the Committee received a loan of \$30,000 from the Candidate. (See Attachments VI-A and VI-B).

None of the respondents denies the campaign-related nature of this loan. In his response to the Commission's findings, R. Lonnie Flippo acknowledges his endorsement of this note, saying that he volunteered his endorsement in order to expedite receipt of the loan monies. (See Attachment III). He states that it was his belief and that of his attorney that because the loan was being made to the Candidate personally and not directly to the Committee, "it would not be in violation of regulations."

William D. Biggs, the second endorser, has written that because of a time lag between receipt of contributions and the Committee's need to purchase media time, the Candidate made arrangements to borrow funds from the First National Bank of Birmingham and he was asked to endorse the note in order to facilitate its handling. (See Attachment VII). The Candidate argues that he believed the loan was being made to him personally and that he did not know until the audit of his committee that the note had been endorsed. (See Attachment VIII). The bank officer who extended the loan to the Candidate has presented similar arguments. (See Attachment IX).

In summary, these responses from the various persons involved with this loan indicate that the \$30,000 loan was initially intended to be a loan to the Candidate for which he was to pledge personal assets; however, in order to shorten the processing time, R. Lonnie Flippo and William D. Biggs endorsed the note, thereby incurring liabilities on the instrument in the amounts of \$15,000 each. Although the Candidate denies knowledge of the endorsements until the audit of

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the Committee, he had to have had constructive knowledge that some other arrangement besides a pledge of his own assets had been made because he apparently was never asked to sign a security agreement. Therefore, he apparently had knowledge of the excessive contributions made as a result of the endorsements. Because the Committee's treasurer was one of the endorsers, the Committee also had knowledge of the excessive contributions.

II. Excessive Cash Contributions

As stated above, the Commission on September 28, 1978, found reasonable cause to believe that 21 individuals had made cash contributions in excess of \$100 to the Committee in violation of 2 U.S.C. § 441g. Counsel for all respondents involved has submitted information indicating that several of these contributions were actually made by more than one person. Larry Clayton has written that the \$200 cash contribution attributed to him came in equal parts from himself and from his brother, Lane Clayton. (See Attachment X). James P. Trammel has written that \$120 of the \$200 cash contribution attributed to him was collected in \$20 increments from six named individuals with the remainder having been donated by himself. (See Attachment XI). Richard E. (Dick) Edwards has written that of the \$200 cash contribution attributed to him, \$100 came from Leon Morgan. (See Attachment XII).

The Committee has refunded all of the excessive cash contributions. Counsel asserts that while there were technical violations of Section 441g committed by the remaining contributors, they represented an "honest ignorance of the law which does not merit harsh punishment."

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III. Recordkeeping

At the time this matter was instituted, the auditors had found the Committee's records insufficiently detailed and inaccurate as to the identities of persons who had contributed a total of \$24,323.10. In response to the letter of audit findings, the Committee submitted information with regard to \$21,727.29 in contributions, information which included the names and addresses of contributors, the amount of each contribution, and the month the contribution was made. A comparison of this new information with that supplied earlier on the Committee's contributor cards and sheets revealed \$1,603.89 in duplications. Therefore, while \$20,123.40 of the \$24,323.10 had been accounted for, the contributors of \$4,200.60 remained unidentified in the Committee's records.

More recently, a comparison has been made between the reports of contributions filed by the Committee and the Committee's contributor records. The reports contain fourteen contributions totaling \$3,689.81 which are not itemized in the contributor records or on the Committee's deposit slips. By accepting the information on the Committee's reports as a form of contributor records, the amount of contributions still missing from the Committee's contributor records is reduced to \$510.79.

IV. Conciliation Efforts

Extensive negotiations with counsel for all respondents have failed to produce conciliation agreements which are mutually acceptable. The primary unresolved issues concern the amounts of civil penalties to be included in any agreements, in particular those concerned with the excessive contributions involved in the loans

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obtained by the Candidate and the Committee.

It is the recommendation of the Office of General Counsel that this Office continue to attempt to resolve the issue concerning the cash contributions received by the Committee through conciliation. However, with regard to the excessive contributions made by R. Lonnie Flipppo and William D. Biggs and received by the Candidate and the Committee, it is the recommendation of this Office that the Commission find probable cause to believe that violations of 2 U.S.C. § 441a (a) (1) (A) and 2 U.S.C. § 441a(f) have occurred and that the filing of civil actions be authorized. As a result of the reduction of the figure for missing contribution information in the Committee's records, the Office of General Counsel recommends that no further action be taken in this regard.

Recommendations

1. Find probable cause to believe that R. Lonnie Flipppo violated 2 U.S.C. § 441a(a) (1) (A).
2. Find probable cause to believe that William D. Biggs violated 2 U.S.C. § 441a(a) (1) (A).
3. Find probable cause to believe that the Committee to Elect Ronnie G. Flipppo violated 2 U.S.C. § 441a(f).
4. Find probable cause to believe that Ronnie G. Flipppo violated 2 U.S.C. § 441a(f).
5. Authorize the filing of civil actions against R. Lonnie Flipppo, William G. Biggs, the Committee to Elect Ronnie G. Flipppo, and Ronnie G. Flipppo.
6. Take no further action with regard to violation by the Committee to Elect Ronnie G. Flipppo of 2 U.S.C. § 432(c).
7. Find no probable cause to believe that Larry Clayton, James P. Trammel and Richard E. Edwards violated 2 U.S.C. § 441g and send attached letters.
8. Instruct the Office of General Counsel to continue conciliation efforts with regard to excessive cash contributions made to the Committee to Elect Ronnie G. Flipppo.

72040154199

6/25/79

Date

William C. Oldaker

William C. Oldaker
General Counsel

ATTACHMENTS:

1. Copy of promissory note and extension agreements - \$33,000 loan
2. Letter from Charles W. Edwards, Jr., former president of Shoals National Bank of Florence, Alabama
3. Letter from R. Lonnie Flippo
4. Copy of promissory note - \$10,000 loan
5. Copy of promissory note - \$5000 loan
6. Copies of front and back of promissory note - \$30,000 loan
7. Letter from William D. Biggs
8. Letter from Ronnie G. Flippo
9. Letter from James L. Holloway, former senior vice president and commercial loan officer of First National Bank of Birmingham, Birmingham, Alabama
10. Letters from Carole L. Kuebler and Larry Clayton
11. Letter from James P. Trammel
12. Letter from Richard E. Edwards
13. Letters to be sent to Larry Clayton, Richard Edwards and Preston Trammell

79040154200

EXTENSION AGREEMENT

Florence, Alabama

Attachment 2

The undersigned parties, being the makers and holders of the attached promissory note, dated 5-17-76 in the original principal amount of \$33,000, both of whom sign this agreement as an acceptance of the terms of the extension granted, subject to an earlier maturity for breach of any conditions that might be contained in the Mortgage or Security Agreement, securing payment of said indebtedness, agree to the schedule of payment on the attached note being revised to read as follows:

principal amount \$33,000
maturity extended 30 days

It is further understood and agreed by the makers that the attached note and payments as set out above will bear interest from the 8 PERCENT of this extension at the rate of 8 percent per annum, interest due and payable at the time the principal payments are to be made.

It is also further agreed, and understood by the maker that all conditions and obligations of the said note, Mortgage or Security Agreement securing payment of said indebtedness or any financial agreements made in connection with this Original Note by any of the parties hereto will remain in full force and effect and that any property that might have been conveyed by said Mortgage or Security Agreement securing said indebtedness is legally owned by the undersigned makers.

Shoals National Bank of Florence
FLORENCE, ALABAMA

BY [Signature]
HOLDER

Committee to Elect Ronnie H. Higgs
R. Ronnie Higgs
MAKER
DEALER OR ENDORSE

\$33,000 Florence, Ala., 3-18, 1976
30 Days After Date For value received, jointly and severally promise to pay to
Shoals National Bank of Florence or order
DOLLARS
negotiable and payable without offset at Shoals National Bank of Florence, Alabama, having deposited with said Bank, to be held by it, or should it re-discount or assign the same, its assigns, as collateral security for the payment of this note and any other sum we may owe the payee before this note is paid the following collateral or such as may hereafter be substituted in lieu thereof, or any other collateral held on any other note by the present or any future holder hereof:

and hereby give the holder hereof full power and authority to sell, transfer, or collect at expense all or any portion thereof at any place, either in the City of Florence or elsewhere, at public or private sale at option, on non-performance of above promise, and at any time thereafter, without advertising the same, or otherwise giving like due notice. Subject to call for additional collateral security, and in case of failure or refusal to respond to such call, the holder may sell the collaterals pledged in the manner heretofore indicated. In case of public sale, the holder may purchase without being liable to account for more than the net proceeds of such sale. We, the maker or makers, endorser or endorsers, of this note hereby waive protest, presentation, demand, and notice of dishonor of the same and we also hereby waive all rights of exemption under the Constitution and laws of Alabama or any other State or of the United States. We also agree to pay all costs of collection, including a reasonable attorney's fee in case of non-payment at maturity.

FL 1221, Florence, Ala. 35630
Address

Signature R. Ronnie Higgs - Chairman

Address

Signature

EXTENSION AGREEMENT

Florence, Alabama

4-17-76

The undersigned parties, being the makers and holders of the attached promissory note, dated 3-18-76 in the original principal amount of \$33,000, both of whom sign this agreement as an acceptance of the terms of the extension granted, subject to an earlier maturity for breach of any conditions that might be contained in the Mortgage or Security Agreement, securing payment of said indebtedness, agree to the schedule of payment on the attached note being revised to read as follows:

principal amount \$33,000
maturity extended 30 days

It is further understood and agreed by the makers that the attached note and payments as set out above will bear interest from the 8 PERCENT of this extension at the rate of 8 percent per annum, interest due and payable at the time the principal payments are to be made.

It is also further agreed, and understood by the maker that all conditions and obligations of the said note, Mortgage or Security Agreement securing payment of said indebtedness or any financial agreements made in connection with this Original Note by any of the parties hereto will remain in full force and effect and that any property that might have been conveyed by said Mortgage or Security Agreement securing said indebtedness is legally owned by the undersigned makers.

Shoals National Bank of Florence
FLORENCE, ALABAMA

Committee to Elect Ronnie Higgs
R. Ronnie Higgs
MAKER

131 Council Road
Louisville, Kentucky 40207
December 5, 1978

To: The Federal Election Commission

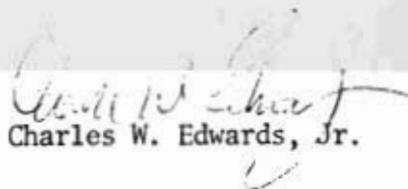
Subject: Committee to Elect Ronnie G. Flipppo
MUR 527(78)

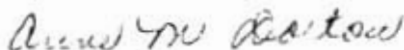
During Ronnie Flipppo's 1976 campaign for Congress, I was President of Shoals National Bank of Florence, Alabama. I personally handled a loan to his campaign made March 18, 1976. This loan was a loan to his campaign committee directly, with only the Treasurer's signature. I was informed by the campaign Treasurer that he had verified with counsel, that this would not be a violation of any statute.

I had known Ronnie Flipppo since his graduation from the University of Alabama, at which he received a Masters Degree in Business Administration, and was familiar with his personal financial affairs. He had done business with our bank, both personally, and in his professional capacity, as a Certified Public Accountant.

I knew that he would personally stand good for any possible unpaid loan to the campaign committee, and knew that given a reasonable time period for repayment, he had the capacity to do so. I had attended an organizational meeting of the campaign committee, knew those who were active in his fund raising campaign, and of their ability to raise funds to pay for the cost of the campaign. I was informed of the funds raised at the time of the primary election, and of the committee's indebtedness to the First National Bank of Birmingham. I felt safe in extending this loan to Ronnie Flipppo. I had the added assurance that the campaign Treasurer would utilize his talents and position to see that this loan was retired in an expedient fashion, and would stand behind Ronnie Flipppo, if the bank desired, to enable Ronnie Flipppo to have time to sell his investment real estate for debt retiring, or to provide Ronnie Flipppo time to retire the debt from his C.P.A. practice income.

This loan, as well as another made by another bank officer, was repaid in a prompt and orderly manner.


Charles W. Edwards, Jr.



Notary Public, State of Texas, No.
My Commission expires Nov. 1, 1981

79040154202

325 Nottingham Road
Florence, AL 35630
February 12, 1979

TO: The Federal Election Commission

SUBJECT: Committee to Elect Ronnie G. Flippo
MUR 527(78)

Since the inception of the Committee to Elect Ronnie G. Flippo in early 1976, I have been the committee Treasurer. This was my first such experience, and I admit to being uninformed at the outset of the campaign with regard to Federal Election Commission regulations. We sought legal counsel in these matters from the beginning but there was no attorney in our area that was familiar with these matters. We did appoint Mr. Robert Walker of Florence as our counsel, and we tried to get the latest publications from the FEC. These did not arrive until after the primary election was completed. Therefore, even though we relied upon the best available counsel and attempted to become informed, we must admit that we were not fully informed when we transacted the loan agreements that are being contested by the FEC.

There were four loans during the campaign, and I will explain my actions pertaining to each.

- 1) The loan from me to the candidate of \$5,000.00 made on April 12, 1976, was made with the thought that this would be no different than the many other personal loans we had made each other over all of our lives. We are first cousins who were reared like brothers, and I had read newspaper stories about a Supreme Court case which seemed to sanction a candidate's family's support in an unlimited way.
- 2) The second loan was from The First National Bank of Birmingham, Alabama, of \$30,000 made on April 20, 1976, to the candidate. This loan was endorsed by William D. Biggs and me. We volunteered these endorsements so that funds could be raised quickly to meet television and radio deadlines for advertising schedules. We had certain knowledge that contributions were being collected that would cover these expenses but we had a short-term cash flow problem. The candidate had adequate investments in the form of real estate to cover this loan but executing the loan in the form of a second mortgage would have required that mortgage documents be prepared

79040154203

and would have taken too much time; therefore, I decided that personal endorsements would expedite matters and recommended this to Mr. Biggs and the banker, Mr. Holloway. I thought that these endorsements of a personal loan from the bank to the candidate would be acceptable to the FEC. I told Mr. Biggs and all other parties to the transaction that, since it was not a direct loan to the committee but to Ronnie personally, it would not be a violation of regulations. Our attorney agreed with this interpretation.

- 3) On March 18, 1976, I, as the committee Treasurer, negotiated a loan from the Shoals National Bank of Florence, Alabama, for \$33,000. The loan was made directly to the committee, and I signed it only as Treasurer, not individually or personally. Here again, we relied upon counsel who could find no fault with this arrangement.

This note was renewed several times while we were paying it down, and if I ever signed the renewals in any manner different than Treasurer, it was an unintentional, clerical error. I intended only to sign in a representative capacity.

- 4) A loan of \$10,000 was obtained from the Shoals National Bank on April 17, 1976. This loan was, in reality, an extension of the arrangements made pertaining to the \$33,000 loan discussed in (3) above. Again, I can only say that if I signed this note or any extension thereof in any way other than as Treasurer of the committee, it was unintentional. It was our agreement that these loans were being made directly to the committee with no additional security. Mr. Charles Edwards, Shoals National Bank President, who made these loans on behalf of the bank, was one of the committee's fund raisers. He had personal knowledge that funds were coming in and that the loans were safe and only needed to bridge a short-term cash flow shortfall.

I admit to being ill prepared when I assumed the Treasurer functions for the committee. I would remind the Commission that, at the time we started the campaign, regulations had not been published or at least we were not able to obtain them until the primary was over. We acted in good faith with advice of counsel, and reported every transaction in a timely manner to the Commission.

79040154204

Page 3
February 12, 1979

If we violated any regulations or laws, it was unintentional and, if the occasion ever arises where we participate in future federal elections, we will certainly not make the same mistakes again.

R. Lonnie Flipppo
R. Lonnie Flipppo

Brenda W. Patterson
Notary, State at Large, Alabama
My Commission Expires 12/27/80

79040154205

90 cm in dia.

For value received,

SHQALS NATIONAL BANK OF FLORENCE

or order
DOLLARS.

[illegible]

hereby give the holder hereof full power and authority to sell, transfer, or collect at _____ ☐ cash, or at _____ ☐ option, on non-per-

[illegible]

Box 1221

Address

Address 16000 Highway

Sigmarthre

Signature James H. King
 Grade 9

Судебный отдел по делу Попова б. Федорова

77766154015

\$5000.00

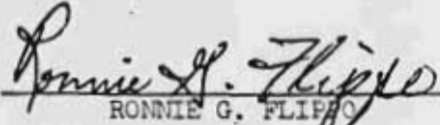
PROMISSORY NOTE

Florence, Alabama

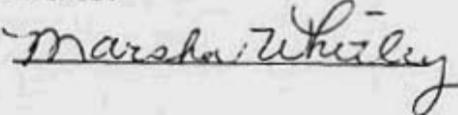
April 12, 1976

FOR VALUE RECEIVED, the undersigned promises to pay to the order of R. LONNIE FLIPPO the principal sum of FIVE THOUSAND AND NO/100 (\$5000.00) DOLLARS, with interest from date at the rate of nine (9%) per cent per annum on the unpaid balance until paid; the principal and interest being payable in current legal tender money of the United States of America on July 12, 1976.

All parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally waives as to this debt, all right of exemptions under the Constitution and Laws of Alabama, or any other State, as to personal property and each severally agrees to pay all costs of collecting or attempting to collect or secure the note, including an attorney's fee, whether the same be collected or secured by suit, or otherwise; and the maker, endorser, surety or guarantor of this note severally waive demand, presentment, protest, notice of protest and all other requirements necessary to hold them. In case of failure to pay any of the installments on the date the same falls due, all of the installments, whether due or not, shall become immediately due and payable.


RONNIE G. FLIPPO

ATTEST:


Marshall Whitley


Pd in full
All

79040154207

✓B-A

4511

as of APR 2, 1976 BIRMINGHAM, ALA 1976 376.03 30000.00

For value received, 60 days after date, the undersigned (if more than one, jointly and severally) promise(s) to pay to the order of THE FIRST NATIONAL BANK OF BIRMINGHAM, at The First National Bank of Birmingham, Birmingham, Alabama, Thirty Thousand and no/100 - - - - Dollars

with interest from maturity at the rate of 7 1/2% per annum until paid.

Each of the parties to this instrument, whether maker, endorser, surety or guarantor, hereby severally (a) waives as to this debt or any renewal thereof any rights of exemption under the Constitution or laws of Alabama or any other state as to personal property; (b) agrees to pay all costs of collecting or securing or attempting to collect or secure this note, including a reasonable attorney's fee, provided, however, that if this note is subject to the Alabama Consumer Credit Act (Act No. 2052 of the 1971 Regular Session of the Alabama Legislature), the recovery of attorney's fees shall be limited as provided in said act; (c) waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold him; (d) agrees that time of payment may be extended or renewal note taken or other indulgence granted without notice of or consent to such action, without release of liability as to any party to this instrument; and (e) acknowledges receipt of a duplicate copy of this note. The Bank at which this note is payable is hereby authorized to apply, on or after maturity, to the payment of this debt, any funds or credit held by said bank, on deposit, in trust, or otherwise, for account of the maker, endorser, surety, guarantor, or any of them, but shall not be required to make such application unless it shall so elect, nor be liable for any failure or omission in respect thereof. In the event of death of, insolvency of, general assignment by, judgment against, filing of petition in bankruptcy by or against, filing of application in any court for receiver for, or issuance of writ of garnishment or attachment in a suit or action against any party liable hereon or against any of the assets of any such party liable hereon, whether maker, endorser, surety or guarantor, or on the happening of any one or more of said events, the indebtedness evidenced hereby shall immediately become due and payable with interest to date or if interest has been prepaid, with accrued interest credited, unless the holder shall on notice of such event elect to waive such acceleration by written notation hereon.

END

RONNIE G. FURPO

05484

CAUTION-IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE YOU SIGN IT

No. 6-21-76 (61 day)

Ronnie G. Furpo (SEAL) 1008 Florence Avenue (SEAL) Florence, Ala 37630

FORM 00-77-30-M-86-C-872

Endorse

7900 011208

For value received and in consideration of the credit given or discount, loan, or extension made by or upon the within note (the "Note"), which the undersigned requested, the undersigned (a) more than one, jointly and severally hereby (i) unconditionally guarantee to the payee hereof, its, his or her successors and assigns, and every subsequent holder of the Note (all collectively called the "Holder"), irrespective of the genuineness, validity, regularity or enforceability thereof, or of the obligation evidenced thereby, or of any collateral thereto, or of the existence or extent of any such collateral, and irrespective of any other circumstances or conditions, that all sums stated therein to be payable thereunder (principal, interest and charges) shall be promptly paid in full when due, in accordance with the provisions thereof at maturity, by acceleration or otherwise, and, in case of extension of time of payment in whole or in part, all said sums shall be promptly paid when due according to such extension or extensions at maturity by acceleration or otherwise; (ii) consents that from time to time, without notice to this Note, or in part by indulgence hereof, by renewal note or notes or otherwise, paid also that any of said collateral may be sold, exchanged, surrendered or otherwise dealt with as the Holder may determine, and that the Holder may take or refrain from taking any other action authorized by the Note, all without notice to, consent of or release of liability on the part of the undersigned; (iii) agrees to all the provisions of the Note and (iv) agrees that the obligation of the undersigned shall be and remain unaffected, (a) by any understanding or agreement that any other person, firm or corporation was or is to sign or become bound on or for the Note; or (b) by resort on the part of the Holder to any other security or remedy for the collection of the indebtedness evidenced by the Note; or (c) by the death or bankruptcy of any one or more of the undersigned, if more than one, and in case of any such death or bankruptcy, by failure of the Holder to file claim against the estate of said decedent or bankrupt, as the case may be, for the amount of such decedent's or bankrupt's liability hereunder. This instrument is executed under the seal of each of the undersigned.

CAUTION-IT IS IMPORTANT THAT YOU THOROUGHLY
READ THIS CONTRACT BEFORE YOU SIGN IT.

William D. Biggs (SEAL)

R. Lonnie Flippo (SEAL)

FORM 00-77-70-0

William D Biggs
R Lonnie Flippo

Federal Election Commission
Washington
District of Columbia

Re: Ronnie G. Flippo

Gentlemen:

During the month of April, 1976, I was interested in the campaign to elect Ronnie G. Flippo to Congress from this district. I had known Ronnie Flippo for many years prior to his election campaign, and we were personal friends.

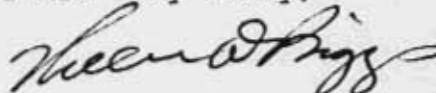
During the course of the campaign it was communicated to me by a member of the campaign committee that the committee would need a large amount of funds in order to meet the media schedule, and although contributions were coming in well, there was a time lag between receipt of funds and the need to purchase the media time. On one of these occasions Ronnie Flippo had made arrangements to borrow funds from The First National Bank of Birmingham, and because of the press of time I was requested, by the Committee treasurer, to endorse the note to facilitate the handling of the loan.

I had no reservation about endorsing this note, because I knew Ronnie Flippo had the resources and was of such character that the note would be repaid.

If this loan constituted a violation of any election law regulation I was not aware of it at the time, and I certainly do not believe that the persons who requested that I endorse it were aware that this was any possible violation.

I am convinced, as I have stated above, that, the loan to Mr. Flippo was justified on his own personal credit, and I simply endorsed it so that it would hasten the process of the loan for the distribution of the funds.

Yours very truly,



William D. Biggs

STATE OF ALABAMA
COUNTY OF LAUDERDALE

Subscribed and sworn to before me this 28th day of February, 1979.

B. J. D. W. Patterson
Notary Public

My Commission expires December 27, 1980.

79040154210

COMMITTEE TO ELECT



C. Jerry Wheelchel, Chairman
Post Office Box 1221
Florence, Ala. 35630

RONNIE G. FLIPPO



Congressman
Ronnie G. Flippo
Fifth District, Alabama

February 27, 1979

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Re: MUR 527(78)

Dear Mr. Oldaker:

In this letter, I want to provide you with some of the background to my 1976 campaign and of my knowledge of those events which may assist you in understanding some of the issues which have been raised in the above-named inquiry. In early February, 1976 I was a member of the Alabama State Senate and had every intention of continuing in that post in the foreseeable future. On February 9, 1976 the man who had ably represented the 5th District of Alabama in Congress for as long as I could remember, Robert E. Jones, announced to the surprise of all, that he would not seek reelection. The filing deadline for the primary was less than three weeks away. Consequently, when my family, friends, and supporters began to discuss with me the possibility of my entrance in the primary we had very little time in which to make that fundamental decision and only three months to plan, organize, and run a campaign for the May 4, 1976 primary.

Right away, the campaign staff and I attempted to determine the requirements of the federal campaign laws as an integral part of our preparation, but we were hampered in our attempt by several factors. First of all, as I now understand it, major changes were made in the law beginning on January 1, 1975. As a result very few people in our District knew very much about this new law. Representative Jones had never run a very elaborate campaign and, in any event had not run under the 1974 Amendments. It had never occurred to me or my family to become experts in the federal campaign law before February, 1976 because I had not expected to run for federal office. I know that my campaign

79040154211

February 27, 1979

staff in fact sought advice on election law matters from a Florence, Alabama attorney, but unfortunately, because of the confusion existing in early 1976 apparently they did not receive the most accurate advice. Secondly, my campaign staff has told me that on numerous occasions in the Spring of 1976 they attempted to obtain information and briefing from the Federal Election Commission but they received very little, if any, assistance. I now understand that the Supreme Court's decision in Buckley v. Valeo in January, 1976 may have contributed to that uncertainty and confusion which existed at the Commission until the new amendments to the law were enacted in May of that year. During our primary and run-off campaigns my staff says that it was very difficult to receive complete or timely explanations from the Commission staff who did not help to educate them as well as I hoped. I might add that this is not anyone's fault nor am I being critical of the Commission - it is simply a fact that these circumstances adversely affected the ability of me and my campaign staff to determine the exact requirements of the law in the first part of 1976.

As I look back on my 1976 campaign, I realize that there were times when my staff and I, on occasion, took actions based on our understanding, which may have been an erroneous perception of what the campaign law required. My first cousin, R. Lonnie Flippo, served as my campaign treasurer during 1976. Lonnie and I were raised together, almost like brothers, and he is one of the family members to whom I am closest. On April 12, 1976 I went to Lonnie and borrowed \$5,000 personally from him; on the same day I made a loan of \$5,000 to my committee. At that time, I understood that family members of candidates could lawfully make such loans to the candidate and that this was within the Supreme Court's decision that a candidate and his family could make unlimited expenditures toward his own campaign. At that time I certainly had no idea that my cousin Lonnie would be limited to a \$1,000 contribution including loans to me in the primary, in the same way as any member of the general public.

Similarly, it was my understanding that after reading newspaper accounts of the Buckley decision I could spend as much of my own money on my own campaign as I wished. With this in mind, in April, 1976 I talked to Lonnie about taking out a personal loan against my personal assets from the First National Bank of Birmingham, Birmingham, Alabama. As campaign treasurer, Lonnie handled all of the financial details of the campaign, so he also handled the negotiations involved in this transaction and obtained a promissory note from the bank for me which I signed on the front as an individual. In signing this note for \$30,000, it was my complete understanding that I was pledging my personal assets, which at the time included my home (worth about \$80,000), my interest in some land near Florence, Alabama (worth about \$100,000), and a one-half interest in my accounting firm which had significant value as a going concern. After I signed the note I entrusted it to Lonnie and I assumed that Lonnie, personally, had taken it to the bank and obtained the loan of the \$30,000 on my signature pledged against my personal assets. In fact I did receive the \$30,000 from the bank and subsequently loaned that amount to my campaign committee.

79040154212

February 27, 1979

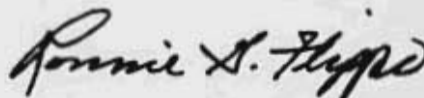
I did not learn until after the routine audit of my campaign was conducted that the back of this \$30,000 note was signed after I had signed it by Lonnie for the campaign committee and by Mr. William D. Biggs, a friend and business associate of Lonnie's. I did not ask either of these individuals to sign or endorse the note and I do not know why they signed. I was not asked by the bank to obtain any endorsers and as far as I understood, they were willing to make the loan on my signature.

Following the confusion of the 1976 campaign, I have personally organized the record keeping and campaign law compliance functions of my campaign committee so that even the most minor details of the campaign reports and activities are checked and double checked by my campaign staff and ultimately by me and my wife so that every detail is accurate and proper. I only wish we had had the opportunity and the background instruction that would have permitted us to do this in 1976 but unfortunately the circumstances did not allow it.

I appreciate very much the time which your staff auditors have spent with my campaign staff and the patience which they have shown in answering their questions and in listening to their explanations. I also know that these auditors have spent considerable time reviewing records with the campaign staff of the individuals who were my opponents in the 1976 primary and run-off elections and I think all this activity has made a great contribution as a political campaign law education program in the Fifth District of Alabama. This is no doubt a thankless job but I am glad to say that I think the central purpose of the law is being well served.

If I can provide any information in addition to that contained in this letter please do not hesitate to contact me.

Sincerely,



Ronnie G. Flippo

F:vw

79040154213

CONFIDENTIAL



FEDERAL ELECTION COMMISSION

FEB 22 PM 3:39

CENTRAL BANK OF ALABAMA, N.A. P.O. BOX 127 HUNTSVILLE, ALABAMA 35804 205/532-6011

February 16, 1979

Federal Election Commission
Washington, D. C.

RE: Ronnie G. Flippo

Gentlemen:

In 1976, I was a Senior Vice President and Commercial Loan Officer with The First National Bank of Birmingham, Birmingham, Alabama, and on or about April 20, 1976, as a Commercial Loan Officer with that bank I extended to Ronnie G. Flippo a loan of \$30,000. I understand that this loan has come up for review and scrutiny with the Federal Election Commission.

Please allow me to assure you that as far as I was concerned this was a personal loan to Mr. Flippo in the ordinary course of business. Mr. Flippo had adequate assets to secure the loan and it was paid on a timely basis. The endorsements of Lonnie Flippo and William Biggs were volunteered by them and were not solicited or required by the bank. Mr. Flippo needed the money for immediate use. The time delay to draw and process more traditional security documents would have delayed the loan and personal endorsements were adequate for the bank's purpose on the short term transaction and hastened the completion of the loan on the date requested.

If this loan was in any way a violation of any regulation, I was not aware of it at the time, and I do not believe the borrowers or endorsers were aware of any violations. I also feel that the loan to Mr. Flippo could have been justified as an extension of credit, unsecured and without endorsers at the time if it had been so requested.

Sincerely,

James V. Holloway
Administrative Vice President
Senior Loan Officer

JLH/jwr

cc: Carol Cuber
Ronnie G. Flippo

Dennis W. Sears
Notary Public, State at Large, Alabama
My Commission Expires 4/5/82

79040154214

Williams (X) 9360

WILLIAMS & JENSEN
A PROFESSIONAL CORPORATION
LAWYERS

1101 CONNECTICUT AVENUE, N.W.
WASHINGTON, D. C. 20036
February 14, 1979

FEDERAL ELECTION COMMISSION
179 FEB 16 PM 1:49
TELEPHONE (202) 659-8201

PAUL ARNESON
MICHAEL BAUER
GAIL E. BOWMAN
WINFIELD P. CRIGLER
DONALD C. EVANS, JR.
ROBERT E. GLENNON
ROBERT E. JENSEN
CAROLE L. KUEBLER
FORBES MANER
JOHN J. MEMACKIN, JR.*
GEORGE G. OLSEN
J. D. WILLIAMS

*NOT ADMITTED IN D.C.

900000

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

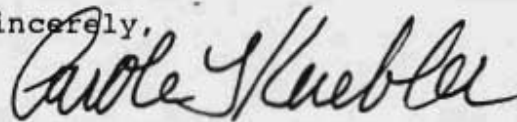
Re: MUR 527(78)

Dear Mr. Oldaker:

With respect to the above-captioned matter I am forwarding some correspondence with my client Mr. Larry Clayton. One letter withdraws his earlier approval of a conciliation agreement proposal. The second contains his explanation to me that of the \$200 cash donation attributed to him by the campaign committee, \$100 was a contribution from Mr. Clayton's brother and business associate Lane Clayton. Apparently, this information was not received and/or recorded by the campaign record-keepers.

Please let me know if there are any questions about this information.

Sincerely,



Carole L. Kuebler

CLK:lg

Enclosures

cc: Hon. Ronnie G. Flipppo

79040154215

79040154216

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Re: MUR 527(78)
Committee to Elect
Ronnie G. Flipppo

Dear Mr. Oldaker:

Earlier in response to your mailing of a proposed conciliation agreement to me, I misunderstood the situation, mistakenly signed the agreement and returned it to you.

Upon advice of my attorney I am withdrawing my approval of that agreement, pending further negotiations. I understand that a counter-offer to the Commission proposal has been submitted on my behalf.

Sincerely,



cc: Hon. Ronnie G. Flipppo
Carole L. Kuebler, Esq.

February 2, 1979

Ms. Carole L. Kuebler
Williams & Jensen
1101 Connecticut Avenue N.W.
Washington, D.C. 20036

Dear Ms. Kuebler:

In reference to your letter dated November 28, 1978, concerning the \$200.00 Donation, This should be applied as follows:

| | |
|-------------------|----------|
| Mr. Lane Clayton | \$100.00 |
| Mr. Larry Clayton | \$100.00 |

If You would make the above adjustment, we would appreciate it very much. -

Yours truly,

CITY TRUCK AND TRAILER PARTS, INC.

Larry Clayton
Larry Clayton,

LC/bh

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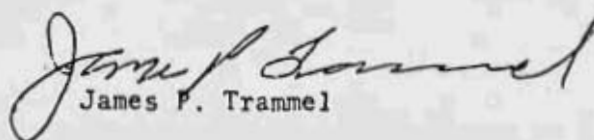
October 16, 1978

Ms. Carole L. Kuebler
c/o Williams & Jensen
1101 Connecticut Avenue N.W.
Washington, D.C. 20036

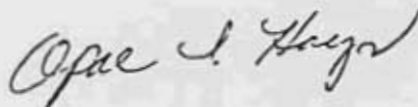
Dear Ms. Kuebler:

In reference to the donation given to Ronnie G. Flipppo and the Committee to Elect Ronnie G. Flipppo in the 1976 campaign. The contribution was collected as follows: Mr. Tom Hooper \$20, Mr. Bill Selby \$20, Mr. David Strickland \$20, Mr. Russell Clemons \$20, Miss Jan Ramsuer \$20 and Mr. Carlo Martin \$20. The remainder of the \$200 was donated by myself and presented to Mr. Flipppo as a gift.

Yours truly,


James P. Trammel

JPT/jsh



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Wissen 5333 XI
SOUTHERN HAULERS, INC.

P. O. Box 152
Calera, Alabama 35040

Phone 668-2271

17 October 1978

78 OCT 27 PM 2:13

Carole L. Kuebler, Esquire
Williams & Jensen
1101 Connecticut Avenue, N.W.
Washington, D.C. 20036

807375

Re: MUR 527(78)

Dear Sir:

In reference to the above-captioned matter,
attached is a duly notarized statement regarding my
contribution to the 1976 campaign of the Honorable
Ronnie G. Flippo.

Sincerely,

R.E. Edwards (lg) 10-23-78
Richard E. Edwards
President

REE/lbg

attachment

cc: William C. Oldaker, Esq. ✓
Hon. Ronnie G. Flippo

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SOUTHERN HAULERS, INC.

P. O. Box 152
Calera, Alabama 35040
Phone 668-2271


17 October 1978

Statement of RICHARD E. (DICK) EDWARDS regarding contributions to the 1976 Campaign Committee to Elect Ronnie G. Flippo:

Of the amount in question (\$200.00), I contributed \$100 in cash to the 1976 Campaign Committee to Elect Ronnie G. Flippo. The remainder (\$100.00) was a cash contribution made by Mr. Leon Morgan who was at that time President of Southern Haulers, Inc. Mr. Morgan is now deceased. The contributions were given to a campaign worker for the Committee to Elect Ronnie G. Flippo.



Richard E. Edwards
President, Southern Haulers, Inc.


Notary Public

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FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Larry Clayton
2901 3rd Avenue, N.
Birmingham, Alabama

Re: MUR 527(78)

Dear Mr. Clayton,

This letter is to inform you that the Federal Election Commission has found no probable cause to believe that you have violated 2 U.S.C. § 441g. The file in this matter is now closed.

Your cooperation in resolving this issue is appreciated.

Sincerely,

William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flipppo
Carole L. Kuebler, Esquire



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Richard Edwards,
P.O. Box 152
Calera, Alabama 35040

Re: MUR 527(78)

Dear Mr. Edwards,

This letter is to inform you that the Federal Election Commission has found no probable cause to believe that you have violated 2 U.S.C. § 441g. The file in this matter is now closed.

Your cooperation in resolving this issue is appreciated.

Sincerely,

William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flipppo
Carole L. Kuebler, Esquire



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Preston Trammell
2630 8th Avenue, N
Birmingham, Alabama

Re: MUR 527 (78)

Dear Mr. Trammell,

This letter is to inform you that the Federal Election Commission has found no probable cause to believe that you have violated 2 U.S.C. § 441g. The file in this matter is now closed.

Your cooperation in resolving this issue is appreciated.

Sincerely,

William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flipppo
Carole L. Kuebler, Esquire



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

June 26, 1979

MEMORANDUM TO: The Commission

FROM: William C. Oldaker *Bill*

SUBJECT: Submission for Commission Consideration
of Memorandum and Supporting Documentation
Submitted by Counsel for the Committee to
Elect Ronnie G. Flipppo, et. al.
Re: MUR 527(78)

At the request of Carole L. Kuebler, counsel for the Committee to Elect Ronnie G. Flipppo and for all other respondents involved in MUR 527(78), we are submitting for the Commission's consideration a memorandum prepared by Ms. Kuebler on behalf of her clients. In this memorandum she reiterates the arguments presented during the conciliation process and adds new ones concerning the lack of information available to political committees in the spring of 1976 and a comparison of the civil penalties proposed by the Office of General Counsel in this matter with those imposed in prior FEC enforcement actions.

Negotiations between this Office and counsel for the respondents have reached an impasse over the amounts of civil penalties to be included in conciliation agreements. When negotiations were suspended, this Office had offered the following figures:

\$25,000 for the Committee
\$10,920 for R. Lonnie Flipppo
\$ 1,500 for William G. Biggs

This Office continued to insist that Ronnie G. Flipppo sign an agreement as the recipient of excessive contributions, but agreed that he should not be assessed a civil penalty because his violations involved two of the same transactions as did the Committee's. This Office also offered to permit the Committee to pay any civil penalties levied against the contributors of excessive cash contributions to the Committee.

Counsel now argues that the above figures are too high and offers only a \$3500 civil penalty to be paid by the



Committee, this figure presumably representing 10% of the amounts involved in the \$30,000 promissory note endorsed by R. Lonnie Flippo and William G. Biggs, and in the \$5000 loan made by R. Lonnie Flippo to the Candidate. According to counsel's offer, Ronnie G. Flippo would sign no conciliation agreement, and while all contributors of excessive cash contributions would sign such agreements, there would be no civil penalties levied against them.

Counsel uses as the basis for her proposal of \$3500 a history of civil penalties imposed by the Commission in other enforcement actions. She singles out in particular the agreement reached in MUR 218(76) involving the Barnard for Congress Committee in which a \$10,000 bank loan was found not to have been made in the ordinary course of business and with regard to which no civil penalty was levied. She also cites the agreements entered into in MUR 254(76) involving the J. Ray McDermott Company in which \$4800 in contributions were found to have been made in the name of another, resulting in a \$10,000 civil penalty paid by the company and \$1000 civil penalties paid by each of three individuals. When comparing the Flippo matter with these earlier MURS, it must be noted that the present matter involves \$78,000 in loans, with R. Lonnie Flippo having been involved in all four transactions and William G. Biggs having assumed liability for one half of the \$30,000 promissory note by virtue of his endorsement. This Office believes that the large amounts of money in the present matter warrant the large civil penalties which were insisted upon during negotiations.

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WILLIAMS & JENSEN
A PROFESSIONAL CORPORATION
LAWYERS

1101 CONNECTICUT AVENUE, N.W.
WASHINGTON, D.C. 20036

TELEPHONE
(202) 659-6201

PAUL ARNESON
GAIL E. BOWMAN
JAMES P. CLARK
WINFIELD P. CRIGLER
DONALD C. EVANS, JR.
ROBERT E. GLENNON
ROBERT E. JENSEN
CAROLE L. KUEBLER
FORBES MANER
JOHN J. McMACKIN, JR.
GEORGE G. OLSEN
CLIFTON PETER ROSE
MARY LYNNE WHALEN
J. D. WILLIAMS

June 20, 1979

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

RE: MUR 527 (78)
Committee to Elect
Ronnie G. Flipppo, et al.

Dear Mr. Oldaker:

With this letter, I transmit a document, with exhibits, pertaining to the above-captioned matter to be submitted to the Commissioners for their consideration.

This step is necessary because Respondents and the Commission are unable to reach a settlement. This document includes the respondents' answers to the several allegations of violations made by the staff of the Audit Division after the audit of the 1976 election in the 5th Congressional District of Alabama pursuant to 2 USC §438(a)(8). It also includes proposals by Respondents for a reasonable settlement including draft conciliation agreements and recommendation fines, as appropriate. As evidence of the reasonableness of Respondents proposals, we include citations to specific Matters Under Review (MURs) and Commission decisions and agreements thereon, as precedent.

I understand that I will be notified of any recommendations made by the Commission in this matter, so that I may inform the Respondents individually.

Please have someone on your staff contact me if there are questions or if additional discussion is necessary.

Sincerely,



Carole L. Kuebler

CLK/bi
Enclosure

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WILLIAMS & JENSEN
A PROFESSIONAL CORPORATION
LAWYERS

1101 CONNECTICUT AVENUE, N.W.
WASHINGTON, D.C. 20036

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GEORGE G. OLSEN
CLIFTON PETER ROSE
MARY LYNNE WHALEN
J. D. WILLIAMS

June 20, 1979

MEMORANDUM

TO: Federal Election Commission
FROM: Carole L. Kuebler, Esq., Counsel for Respondents
RE: MUR 527 (78), Committee to Elect Ronnie G. Flipppo, et al.

SUMMARY: Respondents, through counsel, have attempted conciliation negotiations with the Commission staff concerning alleged violations of the Federal Election Campaign Act ("The Act"). Respondents conclude that the staff position and settlement offer proposed to date is completely unreasonable and not in conformance with previous conciliation agreements signed by the Commission in situations analogous to the instant case. Respondents therefore submit this memorandum summarizing all material submitted to them to date, with appropriate exhibits, as well as draft conciliation agreements and a proposed fine. Respondents also submit examples of precedents set by this Commission in support of their proposals.

BACKGROUND

This Matter Under Review arises out of a staff audit of candidates in the primary, run-off, and general election held in the 5th Congressional District of Alabama in 1976 for the office of U.S. Representative. Respondent candidate Ronnie G. Flipppo, in his first try for federal office, had the misfortune of running immediately after the Supreme Court, in Buckley v. Valeo, invalidated the authority of the Commission, among other things, to issue advisory opinions and explanatory regulations.

The respondents had no prior knowledge of the details of the Act when the popular incumbent of thirty years unexpectedly announced on February 9, 1976, that he would not be a candidate for re-election in the May 4, 1976, Democratic primary. The incumbent had never conducted extensive re-election campaigns and the federal campaign rules were neither widely known nor publicized within the district. No election had been held in

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the 5th District under the provisions of the 1974 Amendments, P.L. 93-443.

The relatively brief period from the notice of a vacancy until the primary (85 days), dictated that within a very few days decisions be made on whether to run, how to create an effective campaign organization, and how to devise the procedures for raising, spending and accounting for the large amounts of money necessary to make a creditable race.

From the standpoint of the technicalities of the Act, the problems of the unexpected campaign in the 6th Alabama Congressional District were aggravated by uncertainties of the Commission itself during the active campaign period (February 9 - May 4, 1976, and May 4 - May 25, 1976)

The annual reports of the FEC for 1975 and 1976 are enlightening on this point. The 1975 report commented on the ambiguities and complexities of the law and the need for clarifying regulations. (See Exhibit A). Yet the Supreme Court in Buckley cast doubt on the authority of the Commission to issue these rules and regulations. The FEC's 1976 report acknowledged the difficulties the ruling caused from the perspective of the Commission. (See Exhibit B). The local attorney consulted by the Committee has stated that after reviewing the statute, he was unable even after telephoning officials in Washington, D.C. to obtain adequate explanations and was told that the Commission's regulations probably would be the earliest available explanation. Final regulations were not proposed until their Federal Register publication in July and August, 1976, well after the time when the Committee was conducting active campaigning.

In short, allowance must be made by the Commission for the difficulties encountered by the Respondents due to the timing of the election.

I. Alleged Violations

Involved in MUR 527 (78) are numerous respondents and allegations of violations. For ease of review, this presentation will be grouped into three areas including issues arising out of recordkeeping (2 USC §432(c)), cash contributions in excess of \$100 (2 USC §441g) and loans (2 USC §441a(l) (A), and §441a(f)).

A. Recordkeeping, 2 USC §432(c).

Because of documentation supplied to the audit division by the Committee, the allegation that the recordkeeping requirements imposed by 2 USC §432(c) has been violated, essentially by failure

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to keep detailed and exact account of all contributions so as to permit verification, has been substantially remedied. Per a telephone conversation in May, 1979 with the Commission auditor, Russ Bruner, \$510.79 or 2.09% of the Committee's receipts remains "unverifiable".

Because of the de minimus amount involved, the fact that similar difficulties were encountered in audits of other candidates in the 5th District race, and the cooperation of the Committee personnel in working with the auditors to make necessary corrections, Respondents submit that no further action be taken by the Commission on this matter.

B. Excess Cash Contributions, 2 USC §441g.

This section provides that no person shall make contributions of currency of the United States which in the aggregate exceeds \$100.00 with respect to any campaign or election to federal office. Unfortunately, this section does not provide a sanction for receiving such a contribution even though a candidate's committee probably bears a greater responsibility for knowing about this prohibition than would a contributor who is almost completely uninvolved with the federal election process.

The Committee was unaware of the provisions of §441g during the 1976 campaign. All contributions involved in this charge were fully reported in the Committee's original reports to the Commission. At the auditor's recommendation prompt refunds were issued by the Committee to each contributor. Exhibit C includes copies of these cancelled checks.

The discussion of the 21 Respondents charged with 441(g) violations in this action, as well as recommendations for Commission action follows:

(1) Four individuals should be dropped from further proceedings: Lawrence Goins (\$102.00 contribution) should be dropped from further proceedings because of the trivial nature of the amount - \$2.00 over. Three other individuals, Larry Clayton (\$200.00 contribution), Richard Edwards (\$200.00 contribution), and Preson Trammel (\$200.00 contribution) should be dropped from further proceedings because each has provided letters indicating that he had assisted in collecting funds for the campaign and that the campaign worker neglected to note the names of the other contributors when listing the contribution. Each has provided the details of these events to the Commission. See Exhibit D (Larry Clayton letter), Exhibit E (Richard Edwards letter) and Exhibit F (James Preston Trammel letter).

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2. Seventeen individuals should sign conciliation agreements admitting that they unknowingly violated §441g. Although the contributors listed all committed a technical violation of §441g, this represents an honest ignorance of the law which does not merit harsh punishment. The Committee promptly and willingly remedied the mistake by refunding the amounts over \$100 and these individuals have all been subject to intense shock and embarrassment just by being accused of being law-breakers by a remote federal agency and having to go through the conciliation process. Equity, fairness, and past settlements by the Commission suggest subjecting them to the signing of an agreement that they violated §441g and that they will never again do so, will be punishment adequate to the situation. For example, the audit division found multiple §441g violations in its audit of the Potts for Congress Committee (one of Flipppo's primary opponents) and found that refunding the overage was a sufficient remedy for the violation. The individuals listed and details of the contributions and refunds are listed below:

| <u>Date of Contribution</u> | <u>Contributor</u> | <u>Amount of Contribution</u> | <u>Amount Refunded</u> |
|-----------------------------|---|-------------------------------|------------------------|
| April 1, 2, 28, 1976 | James R. Box | 550 | 450 |
| May 24, 1976 | E.L. Culver | 1000 | 900 |
| May 20, 1976 | Ed Estes | 500 | 400 |
| 1976 | Lonnie Flipppo | 920 | 820 |
| April 2, 1976 | Yvonne Flipppo (Mrs. Lonnie Flipppo) | 450 | 350 |
| April 28, 1976 | Tom Fowler | 200 | 100 |
| April 21, 1976 | Ed Grills | 300 | 200 |
| May 19, 1976 | Bobby Griffin, Jr. | 150 | 50 |
| May 13, 1976 | Ellis Haddock | 300 | 200 |
| April 28, 1976 | Jerry Johns | 200 | 100 |
| April 28, 1976 | D.F. Johnson | 200 | 100 |
| March 5, 1976 | David Ladner | 502 | 402 |
| April 28, 1976 | Randy Lingo | 200 | 100 |

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| <u>Date of Contribution</u> | <u>Contributor</u> | <u>Amount of Contribution</u> | <u>Amount Refunded</u> |
|-----------------------------|--------------------|-------------------------------|------------------------|
| May 17, 1976 | William Martin | 500 | 400 |
| May 31, 1976 | Howard Roberts | 500 | 400 |
| May 13 and July, 1976 | Tom Thrasher | 800 | 700 |
| April 28, 1976 | Bobby Weems | 200 | 100 |

Attached, as Exhibit G is a prototype conciliation agreement which is proposed by Respondents to be signed by the seventeen individuals listed above.

C. Loans, 2 USC §441a(a)(1)(A), and §441a(f).

Essentially, several alleged violations charged against Respondents William Biggs, Ronnie G. Flipppo, R. Lonnie Flipppo (Committee Treasurer) and the Committee to Elect Ronnie G. Flipppo, involving giving and/or receiving contributions in excess of the limits imposed by the Act, arise out of four transactions:

Transaction No. 1

March 18, 1976
Holder: Shoals National Bank of Florence, Alabama
Maker: Committee to Elect Ronnie G. Flipppo
Signed by: R. Lonnie Flipppo, Chairman
Amount: \$33,000

On April 17 and May 17, 1976 Extension agreements of this note were executed by the Committee to Elect Ronnie G. Flipppo, per R. Lonnie Flipppo on the same terms as the original note. These documents are attached as Exhibit H.

Transaction No. 2

April 12, 1976
Holder: R. Lonnie Flipppo
Maker: Ronnie G. Flipppo
Amount: \$5,000
The instrument is attached as Exhibit I.

Transaction No. 3

April 19, 1976
Holder: Shoals National Bank of Florence, Alabama
Maker: Committee to Elect Ronnie G. Flipppo per R. Lonnie Flipppo
Amount: \$10,000
The instrument is attached as Exhibit J

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Transaction No. 4

April 21, 1976

Holder: First National Bank of Birmingham, Birmingham, Alabama

Maker: Ronnie G. Flippo

(The instrument is endorsed on the back by R. Lonnie Flippo and William Biggs)

Amount: \$30,000

This instrument is attached as Exhibit K.

DISCUSSION

The Commission staff, at the beginning of conciliation negotiations, stated flatly that the loans were evidence that "Lonnie Flippo bought himself a campaign." This statement was made despite Respondent's good faith efforts to locate the bank loan officers involved and to determine from them first hand under what circumstances the transactions were negotiated. Respondents admit that the circumstances of these transactions include some technical violations of the Act but at the time, Respondents thought they were complying with the law.

With respect to Transactions 1 and 3 at Shoals National Bank, Respondent submits the letters of Charles W. Edwards, Jr., President of Shoals National Bank at the time of the transaction and R. Lonnie Flippo, Exhibits L and M, respectively, as explanatory evidence. All parties intended that these loans (\$33,000 and \$10,000) be made to the Committee with the assets of the candidate, Ronnie G. Flippo, backing up the Committee.

The participants thought that this arrangement of the loans was legal and proper. They had been advised that a bank could loan money to a campaign committee in the ordinary course of business. To the bank, "ordinary course of business" meant that there were assets to make good the loans and the Shoals Bank knew that if necessary Ronnie Flippo would make good those loans with his personal assets which were adequate to cover the balance. (See discussion of Ronnie Flippo net worth, below.)

All parties recognized the signature of R. Lonnie Flippo on the instruments as having been made in his official capacity as a Committee officer. Neither party intended or in fact did involve personal assets of R. Lonnie Flippo in the transaction.

Because the evidence submitted by Respondent relating to these notes is clear, no penalty or fine should be assessed concerning these transactions.

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With respect to transaction No. 2, the personal note for \$5,000 given by Ronnie Flipppo to Lonnie Flipppo, their family relationship formed the basis for this transaction (they are first cousins). Prior to the Buckley v. Valeo decision by the Supreme Court in January, 1976, a candidate and his immediate family could together give \$25,000 toward a House of Representatives election bid. Neither Ronnie Flipppo nor Lonnie Flipppo were aware that a first cousin would not qualify as "immediate family." When this provision (18 USC §608(a)) was declared unconstitutional in Buckley, it was totally unclear whether the candidate's family was unlimited in its ability to contribute or whether they were individually subject to the \$1000 limit. The resolution of this question (the latter interpretation) did not occur until the enactment of the 1976 Amendments on May 11, 1976.

Respondents submit statements of Lonnie Flipppo (Exhibit M, above) as evidence of intent.

Because of the lack of intent to violate the Act and the confusion surrounding the issue of family contributions to a candidate in April, 1976 Respondent submits that no penalty should be assessed against either Ronnie Flipppo or Lonnie Flipppo arising from this transaction.

Finally, with respect to Transaction No. 4, the \$30,000 loan by the First National Bank of Birmingham, this was intended by the bank as a personal loan to the Candidate Ronnie G. Flipppo, backed by his personal assets. Respondent submits Exhibit O, a letter from James L. Holloway who at the time of this transaction was Senior Vice President and Commercial Loan Officer at the bank and who made the loan. Mr. Holloway states that "this was a personal loan to Mr. Flipppo in the ordinary course of business."

In fact, Ronnie G. Flipppo, at the time of this transaction, had personal assets sufficient to back these loans. His net worth included 50% interest in a thriving Florence, Alabama CPA firm, home worth \$80,000 with a \$36,000 mortgage and part interest in 18 acres of land estimated to be worth \$100,000. Rep. Flipppo estimates that his net worth at that time was between \$70 and \$80,000.

As Mr. Holloway continues in his letter, the endorsements by Lonnie Flipppo and William Biggs on the back of this note were volunteered by those individuals and not requested by the bank. Ronnie Flipppo had signed the face of the note and given it to Lonnie Flipppo to return to the bank; Ronnie Flipppo did not request and was unaware of the subsequent endorsements. (See Ronnie Flipppo letter, Exhibit N.)

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June 20, 1979

William Biggs has submitted a statement (Exhibit P) confirming that he volunteered his endorsement at the request of Lonnie Flipppo "to facilitate the handling of the loan."

At the time of this transaction, neither Lonnie Flipppo, William Biggs, nor the First National Bank of Birmingham, was aware of the requirement of the Act that a separate endorser was required for each \$1,000 of a loan. Obviously, if they had been they could have easily sought out the requisite number of individuals as endorsers. Because of this error, Respondent admits that a violation of the Act occurred, and agrees that the Committee to Elect Ronnie G. Flipppo, which accepted the proceeds of this loan should pay a fine of \$3500. In addition, conciliation agreements, each admitting unknowing violations are submitted for William Biggs, R. Lonnie Flipppo, and the Committee to Elect Ronnie G. Flipppo, attached as Exhibits Q, R, and S, respectively.

Finally, Respondent submits that the Commission staff has maintained, in negotiation that "but for these loans, Ronnie Flipppo would not have been elected to Congress." Respondent submits that this is a patently erroneous assumption and reflects the staff bias against Respondent. We submit as Exhibit T a chart compiled from FEC reports filed by the five most active candidates in the 1976 primary and the two in the run-off, which clearly shows that Ronnie Flipppo was neither the largest spender nor the largest borrower in the election. There seemed to be very little, if any, correlation between money spent and votes obtained in these elections.

To summarize the loan issues, Respondents initially obtained some erroneous advice about how to handle bank loans: They thought that a loan by the bank to the Committee made in the ordinary course of business, i.e. backed by the candidate's assets would not be counted as a contribution and, similarly, thought that the candidate could borrow funds directly from a bank in a proper, arms-length transaction. Because Respondents got three bank loans, these same mistakes were multiplied. Recall that all of the bank loans were made by the appropriate bank officers, all transactions were evidenced by written instruments and accrued interest at going rates. They were reported by the Committee as required on FEC disclosure reports. There is no evidence that, as the Commission staff suggests there were insider, sweetheart loans or that "Lonnie bought a campaign." Respondents have never maintained that their conduct was completely error-free and in fact, will agree to publicly admit violations and pay a reasonable fine. In at least one

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recent instance the Commission approved a conciliation agreement involving a \$10,000 insider loan made out of the ordinary course of business to a bank officer-federal candidate and levied no fine whatsoever. Respondent's offer of settlement looks entirely reasonable in light of this and other Commission decisions.

II. Commission Precedent

Respondent has researched, using the Commission's public documents, the settlements including conciliation agreements made in similar Matters Under Review and submits that its suggested compliance agreements and fine (\$3,500 to the Committee) is squarely in line with other Commission actions. These are briefly reviewed below, for your convenience.

One conciliation agreement approved by the Commission fairly recently (signed December 7, 1978) which is almost squarely on point is MUR 218(76) In the Matter of The Barnard for Congress Committee. Briefly, this involved a bank loan of \$10,000 in May, 1976 made to candidate Barnard (now the incumbent), who was at that time the Executive Vice President of the same bank which made the loan. The loan interest was lower than the going rate for unsecured business loans. The bank's Board Chairman, Barnard's superior, approved the loan personally and no formal application was ever submitted. The Chairman of the Barnard Campaign Committee, a Mr. Connolly, signed the note on behalf of the Committee and Connolly's (not Barnard's) net worth appears on the loan data sheet as evidence that in the event of default, Connolly would "see to it that the loan was paid." The Commission concluded that the loan was made "outside the ordinary course of business," and one could easily interpret the facts listed in the agreement to indicate that the loan was actually made to the campaign by Mr. Connolly who's net worth was clearly considered by the bank to be the security for the loan.

Given this set of facts which describe a loan situation Respondent believes is much more egregious than any of the facts concerning the loans in Respondent's case, Respondent is heartened by the Commission's decision in that situation. No penalty or fine was required of the Barnard Committee and they admitted to an unknowing, nonwillful violation and promised never to accept a similar loan again. Instead of asking for treatment identical to that given to the Barnard Committee, under arguably more questionable circumstances than those in Respondent's case, Respondent has agreed to accept a significant monetary penalty of \$3,500.

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Other loan situations concluding in conciliation agreements are interesting to review:

*In MUR 526, In the Matter of Robert J. Owens, Respondent obtained a note for \$10,000 in August, 1976 with only seven endorsers (i.e. a \$1,400 contribution each from seven individuals) and was fined \$50 for its transgression. The seven contributors were each fined \$50, as well.

*In the Matter of Holland for Congress, MUR 525(78), signed September, 1978, the Respondent paid a civil penalty of \$200 after an audit of the 1976 election revealed at least 9 corporate contributions, proceeds of a fund raiser that were deposited from 3-7 months after the event, some \$800 in contributions that were never deposited, and cash expenditures exceeding \$100.

*In numerous conciliation agreements arising out of the 1976 election bid of former Rep. John Rarick MUR 597(78), settlements were fairly low: Seven endorsers of a \$20,000 unsecured loan (i.e. \$2,500 contribution) paid \$250 each, an individual (Sam Fuller) who appeared to contribute some \$20,000 to the Campaign, paid a \$500 fine. In several agreements involving various corporate contributions (via salary advances) loans and contributions in excess of \$1,000, fines ranging from \$150 to \$500 were agreed upon.

*In the series of conciliation agreements arising from the unfortunate 1976 election bid of former Rep. Richard Tonry MUR 337 (for whom the Commission understandably waived a fine considering his guilty plea to criminal charges) numerous individuals were found to have made loans to the campaign ranging from amounts of \$5,000, \$10,000, \$15,000, and two for \$25,000, Commission penalties assessed against the individuals ranged from \$100 - \$1,500.

So, in other cases involving the somewhat chaotic (from an election law standpoint) 1976 election the Commission appears to have been willing to reorganize the youth of the Act, of its staff and organization, and the general unfamiliarity of some well-intentioned (and not so well-intentioned) but preoccupied candidates and individuals in setting penalties. Respondent contends that equal consideration should be shown to its evidence adduced and proposals for settlement.

Finally, Respondent was startled to discover, in its research that even in the recent case of a corporate laundering scheme (In

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Memorandum
June 20, 1979

the Matter of J. Ray McDermott, MUR 254(76)) involving a purposeful method of converting corporate funds to individual corporate employee contributions to federal candidates, the Commission fined the two individuals responsible for the scheme \$1,000 each and the corporation, a Fortune 500 international construction company with deep pockets, \$10,000. The Commission staff has maintained to Respondent that it should be fined more, for a case involving unknowing, unwitting technical violations of a new law, than a fine assessed against a major corporation caught in a deliberated fund laundering scheme - a course of conduct that has been a federal criminal violation for some fifty years. Respondent maintains that the Commission certainly must be concerned with consistency and reasonableness in the assessment of penalties. Respondent submits that its proposed settlement is squarely in line with Commission precedent.

79040154237

MUR 527(78)-Respondent Exhibit A

79040154238

608(e)), since these provisions place substantial and direct restrictions on the ability of candidates, citizens, and associations to engage in protected political expression.

The Court did not invalidate campaign expenditure limitations for candidates who accept public financing. This fact, along with the still intact contribution limitations, means that many of the policy and procedural determinations of the Commission during 1975 are still relevant, to a great extent. Such considerations will continue to consume the time and attention of the FEC, candidates and committees alike.¹¹ This would be particularly true should the Congress, as it is considering in legislation presently before it, extend public financing to candidates for the House and Senate.

Policy Development¹²

A review of the limits imposed by the 1974 Act might lead the reader to the erroneous conclusion that the Act is clear on its face as to how its limitations affect the conduct of political activity.¹³ Unfortunately, the complexities of American politics, the ambiguities in our Federal system of elections, and the ingenious ability of humans to invent seemingly endless variations in the method of financing campaigns, all combine to pose an obstacle to the implementation of campaign limitations which cannot be overcome by any statute, no matter how complex. Thus the Commission felt compelled in its first year of operation to supplement the statute through detailed regulations in order to break this obstacle into comprehensive portions, Advisory Opinions to clarify and interrelate these portions, and an information process to explain the Act's effects in layman's terms. The Commission also began to develop the processes and mechanisms necessary to ensure that candidates and political committees comply with the Act's campaign limitations.

Difficulty
of Implementing
the Act.

Emphasis
on Policy
Interpre-
tations

Advisory
Opinions

Nearly all of the requests for Advisory Opinions concerned campaign limitations. Candidates and committees alike were clearly uncertain as to the impact of the Act on specified situations. These requests were on matters as diverse as:

- the application of the limitations to the Federal election activities of State and local political parties (AO 1975-2);
- whether a loan constitutes a contribution when made to a political party telethon (AO 1975-4);

¹¹For example, the Commission recently considered the question of what limits, if any, would be imposed on a candidate who received public monies as a Presidential candidate, but who, as a candidate for the U.S. Senate was presumably no longer subject to any expenditure limitations.

¹²All policy discussions relate to the provisions of the Act prior to *Buckley v. Valeo*.

¹³See chapter on Establishment and Organization of the FEC for a summary of the limits.

MUR 527(78)-Respondent Exhibit B

79040154240

initially granted a 30-day stay until February 29, in the effective date of this suspension of executive powers. Although this stay was subsequently extended until March 22 without comment from the Court, a request for a further stay was denied. The final stay expired on March 22, and the Commission's executive powers were thus suspended until the Congress and the President acted to reconstitute the Commission and reappoint the Commissioners on May 21.

While it is difficult to assess precisely the impact of this suspension of powers on operations of the FEC and campaigns, it is clear that there were some adverse effects. During this hiatus, the FEC was unable to certify additional primary matching funds to those Presidential candidates who had received initial payment in January and who had planned their campaigns in expectation of receiving further funds on a regular basis. In addition, those candidates who were requesting initial certification for the matching fund program, could not get into the system, and had to conduct their campaigns without knowing when or if the matching program funds might be available. In order to minimize the impact of the delay, the Commission decided to continue processing all submissions for matching payment and eligibility certification, so that money would continue to be in the pipeline and could flow immediately upon reconstitution.

Commission powers to issue rules and regulations and advisory opinions were also suspended. Without these regulations and opinions which interpret the law and its effect on certain campaign activities, candidates and committees were unsure how to organize and operate their campaigns. The Commission attempted to meet this need by issuing Opinions of Counsel wherever appropriate, and continuing to provide general and specific information to its clients through its public communications program.

The Court's decision also suspended the Commission's enforcement powers. Although this did not immediately affect the progress of campaigns, it did create uncertainty about enforcement of the Act, and delayed the development of enforcement policies and procedures, some of which could not be implemented until the 1976 election was almost over.

In addition to the resolution of the constitutional questions of executive appointment and the striking of expenditure limitations, the major changes in the statute by the May 1976 Amendments were in the area of enforcement. Specifically, the FEC gained exclusive jurisdiction over civil enforcement of the law.¹ Further, the law spelled out in much greater detail the steps which must be taken in any enforcement action, including attempts to achieve compliance through conciliation. The scope of advisory opinions was reduced, which had the effect of shifting Commission emphasis away from issuing advisory opinions to the development of rules and regulations.

¹ Under the 1974 law, the Commission had to refer those matters in Title 18 to the Justice Department for enforcement. When these portions of the Act were transferred to Title 2 of the United States Code, the Commission gained exclusive civil jurisdiction.

MUR 527(78)-Respondent Exhibit C

79040154242

MUR 527(78)-Respondent Exhibit C

As of the date of this memorandum, Respondent has been assured that copies of the cancelled checks are in the Commission's possession. However, Respondent is able to include only a partial selection of the checks, see attached note and documents from commission attorney Anne Weissenborn.

79040154243

FEDERAL ELECTION COMMISSION
WASHINGTON, DC 20543

TO: Carol Kuebler

DATE: 7/12/78

FROM: Anne Wiersma

| | | |
|---|---|---|
| <input type="checkbox"/> APPROVAL | <input type="checkbox"/> IMMEDIATE ACTION | <input type="checkbox"/> RECOMMENDATION |
| <input type="checkbox"/> AS REQUESTED | <input type="checkbox"/> INITIALS | <input type="checkbox"/> SEE ME |
| <input type="checkbox"/> CONCURRENCE | <input type="checkbox"/> NECESSARY ACTION | <input type="checkbox"/> SIGNATURE |
| <input type="checkbox"/> CORRECTION | <input type="checkbox"/> NOTE AND RETURN | <input type="checkbox"/> YOUR COMMENT |
| <input type="checkbox"/> FILING | <input type="checkbox"/> PER OUR CONVERSATION | <input type="checkbox"/> YOUR INFORMATION |
| <input type="checkbox"/> FULL REPORT | <input type="checkbox"/> PER TELEPHONE CONVERSATION | <input type="checkbox"/> |
| <input type="checkbox"/> HANDLE DIRECT | | |
| <input type="checkbox"/> ANSWER OR ACKNOWLEDGE ON OR BEFORE _____ | | |
| <input type="checkbox"/> PREPARE REPLY FOR THE SIGNATURE OF _____ | | |

REMARKS:

Here is the list of additional contributors of excessive cash contributions. Those checked are the ones for which we have cancelled refund checks.

Please ask the Committee if they can provide a more complete address for Tom Fowler. Thank you.

79040154244

ATTACHMENT

F10PG

| <u>Name and Address of Contributor</u> | <u>Date of Currency Contribution</u> | <u>Amount</u> | |
|--|--|---------------|---|
| Dick Edwards P.O. Box 152 Calera, AL 35040 | 4/28/76 | \$200.00 | |
| Ed Grills 625 Springdale Road Birmingham, AL 35217 | 4/21/76 | \$300.00 | |
| Jerry Johns P.O. Box 6214A Birmingham, AL 35217 | 4/28/76 | \$200.00 | ✓ |
| D. F. Johnson 625 Springdale Road Birmingham, AL 35217 | 4/28/76 | \$200.00 | ✓ |
| Randy Lingo P.O. Box 42 Pleasant Grove, AL 35127 | 4/28/76 | \$200.00 | ✓ |
| Bobby Weems P.O. Box 6214A Birmingham, AL 35217 | 4/28/76 | \$200.00 | ✓ |
| Larry Clayton 2901 3rd Avenue, N. Birmingham, AL | 4/28/76 | \$200.00 | ✓ |
| Preston Trammell 2630 8th Avenue, N. Birmingham, AL | 4/28/76 | \$200.00 | |
| Tom Fowler Birmingham, AL | 4/28/76 | \$200.00 | |

79040154245

MUR 527(78)-Respondent Exhibit C

COMMITTEE TO ELECT RONNIE G. FLIPPO

P.O. BOX 1147
FLORENCE, ALA. 36630

285

61-130
622

January 31

19 78

PAY TO THE
ORDER OF

Lawrence Goins

\$ 2.00

Two and no/100

DOLLARS



SHOALS NATIONAL BANK OF FLORENCE
AN ALABAMA BANKCORPORATION AFFILIATE

FOR

R. Ronnie Flippo

⑈000285⑈ ⑈0622⑈0130⑈

2008998⑈

⑈00000000200⑈

7904015426

790404504 247
Aluma

0040 49891

PAY TO
CENTRAL BANK OF
ALABAMA N.A.
QUAD-CITY OF ALABAMA
HOOVER, ALABAMA
0627 0988-0

FOR DEPOSIT ONLY
To the Account of
SERVOMATION OF NORTH ALABAMA
SHEFFIELD, ALABAMA

FOR DEPOSIT ONLY
To the Account of
SERVOMATION OF NORTH ALABAMA
SHEFFIELD, ALABAMA

STAMP

COMMITTEE TO ELECT RONNIE G. FLIPPO

P.O. BOX 1147
FLORENCE, ALA. 35630

284

61-130
622

January 31 19 78

PAY TO THE
ORDER OF Ellis Haddock

\$200.00

Two hundred and no/100 ----- DOLLARS


SHOALS NATIONAL BANK OF FLORENCE
AN ALABAMA BANK CORPORATION AFFILIATE

FOR
#000284# ⑆0622⑆0130⑆

R. Ronnie Flippe
2008998# #0000020000#

COMMITTEE TO ELECT RONNIE G. FLIPPO

P.O. BOX 1147
FLORENCE, ALA. 35630

275

61-130
622

January 31 19 78

PAY TO THE
ORDER OF Tom Thrasher

\$700.00

Seven hundred and no/100 ----- DOLLARS


SHOALS NATIONAL BANK OF FLORENCE
AN ALABAMA BANK CORPORATION AFFILIATE

FOR contribution refund
#000275# ⑆0622⑆0130⑆

R. Ronnie Flippe
2008998# #0000070000#

William Walker

444 67545

LES 17 79 ~~_____~~

FEB 21 78

MUR 727 (780)-Respondent's Exhibit 4 9

January 31 19 78

PAY TO THE
ORDER OF

F. L. Culver

\$ 900.00

Nine hundred and no/100

DOLLARS

SHOALS NATIONAL BANK OF FLORENCE
AN ALABAMA BANK CORPORATION AFFILIATE

FOR Contribution refund

⑈000274⑈ -⑈0622⑈0130⑈

2008998⑈

⑈0000090000⑈

R. Ronnie Flippo

COMMITTEE TO ELECT RONNIE G. FLIPPO

276

P.O. BOX 1147

FLORENCE, ALA. 35630

January 31 19 78

61-130
622PAY TO THE
ORDER OF

Bill Martin

\$ 400.00

Four hundred and no/100

DOLLARS

SHOALS NATIONAL BANK OF FLORENCE
AN ALABAMA BANK CORPORATION AFFILIATE

FOR contribution refund

⑈000276⑈ -⑈0622⑈0130⑈

2008998⑈

⑈0000040000⑈

R. Ronnie Flippo

COMMITTEE TO ELECT RONNIE G. FLIPPO

277

P.O. BOX 1147

FLORENCE, ALA. 35630

January 31 19 78

61-130
622PAY TO THE
ORDER OF

Bobby Griffin, Jr.

\$ 50.00

Fifty and no/100

DOLLARS

SHOALS NATIONAL BANK OF FLORENCE
AN ALABAMA BANK CORPORATION AFFILIATE

FOR contribution refund

⑈000277⑈ -⑈0622⑈0130⑈

2008998⑈

⑈000005000⑈

R. Ronnie Flippo

COMMITTEE TO ELECT RONNIE G. FLIPPO

278

P.O. BOX 1147

FLORENCE, ALA. 35630

January 31 19 78

61-130
622PAY TO THE
ORDER OF

Ed Estes

\$ 400.00

Four hundred and no/100

DOLLARS

SHOALS NATIONAL BANK OF FLORENCE
AN ALABAMA BANK CORPORATION AFFILIATE

FOR contribution refund

⑈000278⑈ -⑈0622⑈0130⑈

2008998⑈

⑈0000040000⑈

R. Ronnie Flippo

COMMITTEE TO ELECT RONNIE G. FLIPPO

P.O. BOX 1147

FLORENCE, ALA. 35630

282

61-130
622

January 31 1978

PAY TO THE
ORDER OF

Howard Roberts

\$ 400.00

Four hundred and no/100

DOLLARS



SHOALS NATIONAL BANK OF FLORENCE
AN ALABAMA BANK CORPORATION AFFILIATE

FOR contribution refund

⑈000282⑈ ⑆0622⑈0130⑆

2008998⑈

⑈0000040000⑈

R. Ronnie Flippo

FOR DEPOSIT ONLY
WRIGHT'S INSURANCE AGENCY, INC.

2175 633 6333

[Handwritten signature]

For deposit only
Bill Martin

Billy Martin

E. E. Eder

FOR DEPOSIT ACCOUNT
GENERAL CONCRETE & CONSTRUCTION CO.
FLORENCE, ALA.

0039 62834

PAY TO THE ORDER OF
CENTRAL BANK OF
ALABAMA
QUADRASTATION CIR
FLORENCE, ALABAMA
0001 1238-0

FEB-273 111 3652

FEB-9 78

FEB 9 78

61-579

PAY ANY BANK, P.E.D.
First Colbert
National Bank
SHREVEPORT, ALABAMA
0001

61-579

02508

MUR 57 (78) - Respondent Exhibit 252

January 31 19 78

61-130
622PAY TO THE
ORDER OF

Jimmy Box

\$ 550.00

Five hundred fifty and no/100

DOLLARS

SHOALS NATIONAL BANK OF FLORENCE
AN ALABAMA BANK CORPORATION AFFILIATE

FOR contribution refund

⑈000279⑈ -⑈0622⑈0130⑈

2008998⑈

⑈0000055000⑈

COMMITTEE TO ELECT RONNIE G. FLIPPO

P.O. BOX 1147

FLORENCE, ALA. 35630

280

61-130
622

January 31 19 78

PAY TO THE
ORDER OF

David C. Ladner

\$ 402.00

Four hundred two and no/100

DOLLARS

SHOALS NATIONAL BANK OF FLORENCE
AN ALABAMA BANK CORPORATION AFFILIATE

FOR contribution refund

⑈000280⑈ -⑈0622⑈0130⑈

2008998⑈

⑈0000040200⑈

COMMITTEE TO ELECT RONNIE G. FLIPPO

P.O. BOX 1147

FLORENCE, ALA. 35630

281

61-130
622

January 31 19 78

PAY TO THE
ORDER OF

R. Lonnie Flipppo

\$ 820.00

Eight hundred twenty and no/100

DOLLARS

SHOALS NATIONAL BANK OF FLORENCE
AN ALABAMA BANK CORPORATION AFFILIATE

FOR contribution refund

⑈000281⑈ -⑈0622⑈0130⑈

2008998⑈

⑈0000082000⑈

COMMITTEE TO ELECT RONNIE G. FLIPPO

P.O. BOX 1147

FLORENCE, ALA. 35630

283

61-130
622

January 31 19 78

PAY TO THE
ORDER OF

Yvonne Flipppo

\$ 350.00

Three hundred fifty and no/100

DOLLARS

SHOALS NATIONAL BANK OF FLORENCE
AN ALABAMA BANK CORPORATION AFFILIATE

FOR contribution refund

⑈000283⑈ -⑈0622⑈0130⑈

2008998⑈

⑈0000035000⑈

MUR 527(78)-Respondent Exhibit D

79040154255

February 2, 1979

Ms. Carole L. Kuebler
Williams & Jensen
1101 Connecticut Avenue N.W.
Washington, D.C. 20036

Dear Ms. Kuebler:

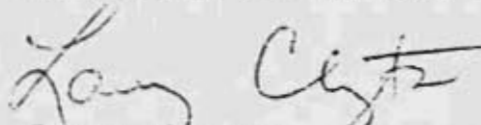
In reference to your letter dated November 28, 1978, concerning the \$200.00 Donation, This should be applied as follows:

| | |
|-------------------|----------|
| Mr. Lane Clayton | \$100.00 |
| Mr. Larry Clayton | \$100.00 |

If You would make the above adjustment, we would appreciate it very much.

Yours truly,

CITY TRUCK AND TRAILER PARTS, INC.


Larry Clayton,

LC/bh

79040154256

MUR 527(78)-Respondent Exhibit E

79040154257

he copy
(musfile)

SOUTHERN HAULERS, INC.

P. O. Box 152
Calera, Alabama 35040
Phone 668-2271
17 October 1978

Carole L. Kuebler, Esquire
Williams & Jensen
1101 Connecticut Avenue, N.W.
Washington, D.C. 20036

Re: MUR 527(78)

Dear Sir:

In reference to the above-captioned matter,
attached is a duly notarized statement regarding my
contribution to the 1976 campaign of the Honorable
Ronnie G. Flippo.

Sincerely,

R.E. Edwards (lg) 10-23-78
Richard E. Edwards
President

REE/lbg
attachment
cc: William C. Oldaker, Esq.
Hon. Ronnie G. Flippo

79040154258

SOUTHERN HAULERS, INC.

P. O. Box 152

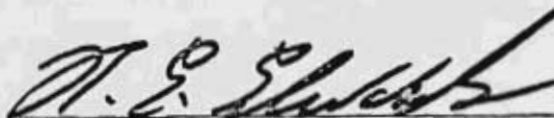
Calera, Alabama 35040

Phone 668-2271

17 October 1978

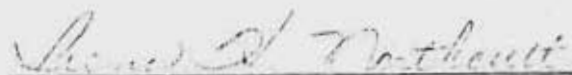
Statement of RICHARD E. (DICK) EDWARDS regarding contributions to the 1976 Campaign Committee to Elect Ronnie G. Flipppo:

Of the amount in question (\$200.00), I contributed \$100 in cash to the 1976 Campaign Committee to Elect Ronnie G. Flipppo. The remainder (\$100.00) was a cash contribution made by Mr. Leon Morgan who was at that time President of Southern Haulers, Inc. Mr. Morgan is now deceased. The contributions were given to a campaign worker for the Committee to Elect Ronnie G. Flipppo.



Richard E. Edwards

President, Southern Haulers, Inc.


Notary Public

Notary Public, State of Alabama at Large

My Commission Expires: 12/31/1979

Bonded by Western Surety

79040154259

MUR 527(78)-Respondent Exhibit F

79040154260



MUR 527(78)-Respondent Exhibit F

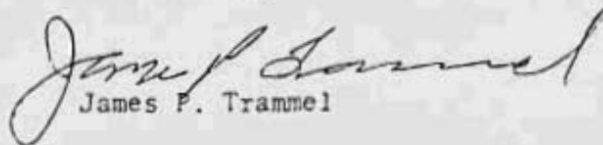
October 16, 1978

Ms. Carole L. Kuebler
c/o Williams & Jensen
1101 Connecticut Avenue N.W.
Washington, D.C. 20036

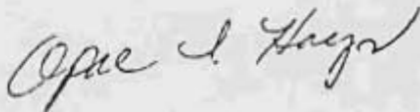
Dear Ms. Kuebler:

In reference to the donation given to Ronnie G. Flippo and the Committee to Elect Ronnie G. Flippo in the 1976 campaign. The contribution was collected as follows: Mr. Tom Hooper \$20, Mr. Bill Selby \$20, Mr. David Strickland \$20, Mr. Russell Clemons \$20, Miss Jan Ramsuer \$20 and Mr. Carlo Martin \$20. The remainder of the \$200 was donated by myself and presented to Mr. Flippo as a gift.

Yours truly,


James P. Trammel

JPT/jsh



79010154261

MUR 527(78)-Respondent Exhibit G

79040154262

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
)
James R. Box^{*/})
)

MUR 527(78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that James R. Box (hereinafter "the Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a)(5) do hereby agree as follows:

I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.

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

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

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

The Respondent made cash contributions to the Committee to Elect Ronnie G. Flipppo on April 1, April 2 and April 28, 1976, totaling \$550.

*/ Same text proposed for: Culver, Estes, L. Flipppo, Y. Flipppo, Fowler, Grills, Griffin, Haddock, Johns, Johnson, Ladner, Lingo, Martin, Roberts, Trasher, Weems

79040154263

WHEREFORE, the Respondent agrees:

A. That the Respondent made cash contributions to the Committee to Elect Ronnie G. Flipppo on April 1, April 2 and April 28, 1976, totaling \$550.

B. That the making of cash contributions in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.

C. That Respondent was completely unaware of this provision of the Federal Election Campaign Act of 1971, as amended, at the time of the violation, and, as such, at no time relevant hereto had any intention to violate 2 U.S.C. § 441g, or any other provision of the Federal Election Campaign Act of 1971, as amended.

D. That the Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.

V. General Conditions

A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.

79040154264

C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

James R. Box

79040154265

MUR 527(78)-Respondent Exhibit H

79040154266

\$33,000

MUR 52 (78) - Respondent

EXHIBIT A

3-18, 1976

For value received,

jointly and severally promise to pay to

SHOALS NATIONAL BANK OF FLORENCE

or order
DOLLARS

negotiable and payable without effect at Shoals National Bank of Florence, Alabama, having deposited with said bank, to be held by it, or agent, it re-discount or assign the same, its assigns, as collateral security for the payment of this note and any other sum we may owe the bank before this note is paid the following collateral or such as may hereafter be substituted in lieu thereof, or any other collateral held on any other note by the present or any future holder hereof.

and hereby give the holder hereof full power and authority to sell, transfer, or collect at _____ expense all or any portion thereof at any place, either in the City of Florence or elsewhere, at public or private sale at _____ option, on non-performance of above promise, and at any time thereafter, without advertising the same, or otherwise giving like due notice, subject to call for additional collateral security, and in case of failure or refusal to respond to such call the holder may sell the collateral's proceeds in the manner hereafter indicated. In case of public sale, the holder may purchase without being liable to account for more than the net proceeds of such sale. We, the maker or makers, endorser or endorser, of this note hereby waive protest, presentation, demand, and notice of dishonor of the same and we also hereby waive all rights of exemption under the Constitution and laws of Alabama or any other State or the United States. We also agree to pay all costs of collection, including a reasonable attorney's fee in case of non-payment at maturity.

Address

Signature

Address

Signature

EXTENSION AGREEMENT

Florence, Alabama

4-17, 1976

3-18, 1976

The undersigned parties, being the makers and holders of the attached promissory note, dated _____, in the original principal amount of \$33,000, both of whom sign this agreement as an acceptance of the terms of the extension granted, subject to an earlier maturity for breach of any conditions that might be contained in the Mortgage or Security Agreement, securing payment of said indebtedness, agree to the schedule of payment on the attached note being revised to read as follows:

Principal amount \$33,000

Maturity extended 30 days

It is further understood and agreed by the makers that the attached note and payments as set out above will bear interest from the

DATE of this extension at the rate of 8 percent per annum, interest due and payable at the time the principal payments are to be made.

It is also further agreed and understood by the maker that all conditions and obligations of the said note, Mortgage or Security Agreement securing payment of said indebtedness or any collateral agreement made in connection with this Original Note by any of the parties herein will remain in full force and effect and that any property that might have been conveyed by said Mortgage or Security Agreement securing said indebtedness is legally owned by the undersigned makers.

Shoals National Bank of Florence
FLORENCE, ALABAMA

BY _____
HOLDER

Committee to Elect R. L. Hays
R. L. Hays
CLERK OF COURSE

EXTENSION AGREEMENT

Florence, Alabama

5-17, 1976

3-18, 1976

The undersigned parties, being the makers and holders of the attached promissory note, dated _____, in the original principal amount of \$33,000, both of whom sign this agreement as an acceptance of the terms of the extension granted, subject to an earlier maturity for breach of any conditions that might be contained in the Mortgage or Security Agreement, securing payment of said indebtedness, agree to the schedule of payment on the attached note being revised to read as follows:

Principal amount \$33,000

Maturity extended 30 days

It is further understood and agreed by the makers that the attached note and payments as set out above will bear interest from the

DATE of this extension at the rate of 8 percent per annum, interest due and payable at the time the principal payments are to be made.

It is also further agreed and understood by the maker that all conditions and obligations of the said note, Mortgage or Security Agreement securing payment of said indebtedness or any collateral agreement made in connection with this Original Note by any of the parties herein will remain in full force and effect and that any property that might have been conveyed by said Mortgage or Security Agreement securing said indebtedness is legally owned by the undersigned makers.

Shoals National Bank of Florence
FLORENCE, ALABAMA

BY _____
HOLDER

Committee to Elect R. L. Hays
R. L. Hays
CLERK OF COURSE

MUR 527(78)-Respondent Exhibit I

79010154268

MUR 527(78)-Respondent Exhibit I

\$5000.00

PROMISSORY NOTE

Florence, Alabama

April 12, 1976

FOR VALUE RECEIVED, the undersigned promises to pay to the order of R. LONNIE FLIPPO the principal sum of FIVE THOUSAND AND NO/100 (\$5000.00) DOLLARS, with interest from date at the rate of nine (9%) per cent per annum on the unpaid balance until paid; the principal and interest being payable in current legal tender money of the United States of America on July 12, 1976.

All parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally waives as to this debt, all right of exemptions under the Constitution and Laws of Alabama, or any other State, as to personal property and each severally agrees to pay all costs of collecting or attempting to collect or secure the note, including an attorney's fee, whether the same be collected or secured by suit, or otherwise; and the maker, endorser, surety or guarantor of this note severally waive demand, presentment, protest, notice of protest and all other requirements necessary to hold them. In case of failure to pay any of the installments on the date the same falls due, all of the installments, whether due or not, shall become immediately due and payable.

Ronnie G. Flippo
RONNIE G. FLIPPO

ATTEST:

Marsha Whitley

Ad in full
ALL

MUR 527(78)-Respondent Exhibit J

79040154270

79040154271

10,000.00 FIVE
 90 days from date For value received, jointly and severally promise to pay to
 or order
 SHIALS NATIONAL BANK OF FLORENCE
 DOLLARS,
 4-19, 1976
 Florence, Ala.
 payable and payable without effect at Shioals National Bank of Florence, Alabama, bearing deposited with said Bank, to be held by it, or should
 it discount or assign the same, its assigns, as collateral security, for the payment of this note and any other sums we may owe the payee before this
 note is paid the following collateral or such as may hereafter be substituted in lieu thereof, or any other collateral held on any other note by the
 present or any future holder hereof:
 and hereby give the holder full power and authority to sell, transfer, or collect at expense
 all or any portion thereof at any place, either in the City of Florence or elsewhere, at public or private sale, at option, on non-per-
 formance of above promise, and at any time thereafter, without advertising, in the same, or otherwise giving like due notice. Subject to call for addi-
 tional collateral security, and in case of failure or refusal to respond to such call, the holder may sell the collateral pledged in the manner herebefore
 indicated in case of public sale, the holder may purchase without being liable to account for more than the net proceeds of such sale. We, the maker
 of makers, endorser or endorsers of this note hereby waive all rights of redemption, demand, and notice of dishonor of the same, and we also hereby
 waive all rights of exemption under the Constitution and laws of Alabama or any other State or the United States. We also agree to pay all costs
 of collection, including a reasonable attorney's fee in case of non-payment at maturity.
 Box 1221
 Address
 Lawrence, Arkansas
 Signature of R. James Shigoo
 Comm. 11/14 to Curt Ronnie 6-11-1900

MUR 527(78)-Respondent Exhibit K

79040134272

MUR 527(78)-Respondent Exhibit K

as of APR 2, 1976 2nd 376.03
BIRMINGHAM, ALA 1976 \$30,000.00

For value received, 60 days after date, the undersigned (if more than one, jointly and severally) promise(s) to pay to the order of THE FIRST NATIONAL BANK OF BIRMINGHAM, at The First National Bank of Birmingham, Birmingham, Alabama, Thirty Thousand and no/100 - - - - Dollars

with interest from maturity at the rate of 1 1/2% per annum until paid.

Each of the parties to this instrument, whether maker, endorser, surety or guarantor, hereby severally (a) waives as to this debt or any renewal thereof any rights of exemption under the Constitution or laws of Alabama or any other state as to personal property; (b) agrees to pay all costs of collecting or securing or attempting to collect or secure this note, including a reasonable attorney's fee, provided, however, that if this note is subject to the Alabama Consumer Credit Act (Act No. 2052 of the 1971 Regular Session of the Alabama Legislature), the recovery of attorney's fees shall be limited as provided in said act; (c) waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold him; (d) agrees that time of payment may be extended or renewal note taken or other indulgence granted without notice of or consent to such action, without release of liability as to any party to this instrument; and (e) acknowledges receipt of a duplicate copy of this note. The Bank at which this note is payable is hereby authorized to apply, on or after maturity, to the payment of this debt, any funds or credit held by said bank, on deposit, in trust, or otherwise, for account of the maker, endorser, surety, guarantor, or any of them, but shall not be required to make such application unless it shall so elect, not be liable for any failure or omission in respect thereof. In the event of death of, insolvency of, general assignment by, judgment against, filing of petition in bankruptcy by or against, filing of application in any court for receiver for, or issuance of writ of garnishment or attachment in a suit or action against any party liable hereon or against any of the assets of any such party liable hereon, whether maker, endorser, surety or guarantor, or on the happening of any one or more of said events, the indebtedness evidenced hereby shall immediately become due and payable with interest to date or if interest has been prepaid, with unpaid interest credited, unless the holder shall on notice of such event elect to waive such acceleration by written notation hereon.

CAUTION-IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE YOU SIGN IT

No. 05484
Due 6-21-76 (61 days)
FORM 00-77-30-M-88-C-4-72

Endowed

Ronnie G. Fuddo (SEAL)
1008 Florence Avenue (SEAL)
Florence, Ala 36630

RONNIE G. FUDDO

END

7900

For value received and in consideration of the credit given or discount, loan, or extension made by or upon the within note (the "Note"), which the undersigned requested, the undersigned (if more than one, jointly and severally) hereby (1) unconditionally guarantee to the payee hereof, its, his or her successors and assigns, and every subsequent holder of the Note (all collectively called the "Holder"), irrespective of the genuineness, validity, regularity or enforceability thereof, or of the diligence evidenced thereby, or of any collateral thereto, or of the existence or extent of any such collateral, and irrespective of any other circumstance or condition, that all sums stated therein to be payable thereunder (principal, interest and charges) shall be promptly paid in full when due, in accordance with the provisions thereof at maturity, by acceleration or otherwise, and, in case of extension of time of payment in whole or in part, all said sums shall be promptly paid when due according to such extension or extension at maturity by acceleration or otherwise; (2) covenants that from time to time, without notice to the undersigned, payment of any of said sums may be extended in whole or in part by indulgence hereof, by renewal note or notes or otherwise, and also that any of said collateral may be sold, exchanged, surrendered or otherwise dealt with as the Holder may determine, and that the Holder may take or refrain from taking any other action authorized by the Note, all without notice to, consent of or release of liability on the part of the undersigned; (3) agrees to all the provisions of the Note; and (4) agrees that the obligation of the undersigned shall be and remain unaffected: (a) by any understanding or agreement that any other person, firm or corporation was or is to sign or become bound on or for the Note; or (b) by part on the part of the Holder to any other security or remedy for the collection of the indebtedness evidenced by the Note; or (c) by the death or bankruptcy of any one or more of the undersigned, if more than one, and in case of any such death or bankruptcy, by failure of the Holder to file claim against the estate of said decedent or bankrupt, as the case may be, for the amount of such decedent's or such bankrupt's liability hereunder. This instrument is executed under the seal of each of the undersigned.

CAUTION-IT IS IMPORTANT THAT YOU THOROUGHLY
READ THIS CONTRACT BEFORE YOU SIGN IT.

William D Biggs (SEAL)
R. Louise Biggs (SEAL)
FORM 00-77-78-C

William D Biggs
R Louise Biggs

7 9 0 4 0 1 3 4 2 7 4

MUR 527(78)-Respondent Exhibit L

79040154273

To: The Federal Election Commission

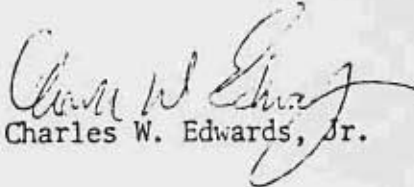
Subject: Committee to Elect Ronnie G. Flippo
MUR 527(78)

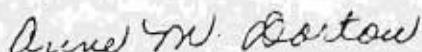
During Ronnie Flippo's 1976 campaign for Congress, I was President of Shoals National Bank of Florence, Alabama. I personally handled a loan to his campaign made March 18, 1976. This loan was a loan to his campaign committee directly, with only the Treasurer's signature. I was informed by the campaign Treasurer that he had verified with counsel, that this would not be a violation of any statute.

I had known Ronnie Flippo since his graduation from the University of Alabama, at which he received a Masters Degree in Business Administration, and was familiar with his personal financial affairs. He had done business with our bank, both personally, and in his professional capacity, as a Certified Public Accountant.

I knew that he would personally stand good for any possible unpaid loan to the campaign committee, and knew that given a reasonable time period for repayment, he had the capacity to do so. I had attended an organizational meeting of the campaign committee, knew those who were active in his fund raising campaign, and of their ability to raise funds to pay for the cost of the campaign. I was informed of the funds raised at the time of the primary election, and of the committee's indebtedness to the First National Bank of Birmingham. I felt safe in extending this loan to Ronnie Flippo. I had the added assurance that the campaign Treasurer would utilize his talents and position to see that this loan was retired in an expedient fashion, and would stand behind Ronnie Flippo, if the bank desired, to enable Ronnie Flippo to have time to sell his investment real estate for debt retiring, or to provide Ronnie Flippo time to retire the debt from his C.P.A. practice income.

This loan, as well as another made by another bank officer, was repaid in a prompt and orderly manner.


Charles W. Edwards, Jr.



Notary Public, State of Large, Ky.
My Commission expires Nov. 1, 1981.

79040154275

MUR 527(78)-Respondent Exhibit M

79040154277

MUR 527(78)-Respondent Exhibit M

325 Nottingham Road
Florence, AL 35630
February 12, 1979

TO: The Federal Election Commission

SUBJECT: Committee to Elect Ronnie G. Flippo
MUR 527(78)

Since the inception of the Committee to Elect Ronnie G. Flippo in early 1976, I have been the committee Treasurer. This was my first such experience, and I admit to being uninformed at the outset of the campaign with regard to Federal Election Commission regulations. We sought legal counsel in these matters from the beginning but there was no attorney in our area that was familiar with these matters. We did appoint Mr. Robert Walker of Florence as our counsel, and we tried to get the latest publications from the FEC. These did not arrive until after the primary election was completed. Therefore, even though we relied upon the best available counsel and attempted to become informed, we must admit that we were not fully informed when we transacted the loan agreements that are being contested by the FEC.

There were four loans during the campaign, and I will explain my actions pertaining to each.

- 1) The loan from me to the candidate of \$5,000.00 made on April 12, 1976, was made with the thought that this would be no different than the many other personal loans we had made each other over all of our lives. We are first cousins who were reared like brothers, and I had read newspaper stories about a Supreme Court case which seemed to sanction a candidate's family's support in an unlimited way.
- 2) The second loan was from The First National Bank of Birmingham, Alabama, of \$30,000 made on April 20, 1976, to the candidate. This loan was endorsed by William D. Biggs and me. We volunteered these endorsements so that funds could be raised quickly to meet television and radio deadlines for advertising schedules. We had certain knowledge that contributions were being collected that would cover these expenses but we had a short-term cash flow problem. The candidate had adequate investments in the form of real estate to cover this loan but executing the loan in the form of a second mortgage would have required that mortgage documents be prepared

79040154279

Page 2
February 12, 1979

and would have taken too much time; therefore, I decided that personal endorsements would expedite matters and recommended this to Mr. Biggs and the banker, Mr. Holloway. I thought that these endorsements of a personal loan from the bank to the candidate would be acceptable to the FEC. I told Mr. Biggs and all other parties to the transaction that, since it was not a direct loan to the committee but to Ronnie personally, it would not be a violation of regulations. Our attorney agreed with this interpretation.

- 3) On March 18, 1976, I, as the committee Treasurer, negotiated a loan from the Shoals National Bank of Florence, Alabama, for \$33,000. The loan was made directly to the committee, and I signed it only as Treasurer, not individually or personally. Here again, we relied upon counsel who could find no fault with this arrangement.

This note was renewed several times while we were paying it down, and if I ever signed the renewals in any manner different than Treasurer, it was an unintentional, clerical error. I intended only to sign in a representative capacity.

- 4) A loan of \$10,000 was obtained from the Shoals National Bank on April 17, 1976. This loan was, in reality, an extension of the arrangements made pertaining to the \$33,000 loan discussed in (3) above. Again, I can only say that if I signed this note or any extension thereof in any way other than as Treasurer of the committee, it was unintentional. It was our agreement that these loans were being made directly to the committee with no additional security. Mr. Charles Edwards, Shoals National Bank President, who made these loans on behalf of the bank, was one of the committee's fund raisers. He had personal knowledge that funds were coming in and that the loans were safe and only needed to bridge a short-term cash flow shortfall.

I admit to being ill prepared when I assumed the Treasurer functions for the committee. I would remind the Commission that, at the time we started the campaign, regulations had not been published or at least we were not able to obtain them until the primary was over. We acted in good faith with advice of counsel, and reported every transaction in a timely manner to the Commission.

79040154279

Page 3
February 12, 1979

If we violated any regulations or laws, it was unintentional and, if the occasion ever arises where we participate in future federal elections, we will certainly not make the same mistakes again.

R. Lonnie Flippo
R. Lonnie Flippo

B. L. Pittman
Notary, State at Large, Alabama
My Commission Expires 12/27/80

79040154280

MUR 527(78)-Respondent Exhibit N

79040154281

COMMITTEE TO ELECT



C. Jerry Wheelchel, Chairman
Post Office Box 1221
Florence, Ala. 35630

RONNIE G. FLIPPO



Congressman
Ronnie G. Flippo
Fifth District, Alabama

February 27, 1979

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Re: MUR 527(78)

Dear Mr. Oldaker:

In this letter, I want to provide you with some of the background to my 1976 campaign and of my knowledge of those events which may assist you in understanding some of the issues which have been raised in the above-named inquiry. In early February, 1976 I was a member of the Alabama State Senate and had every intention of continuing in that post in the foreseeable future. On February 9, 1976 the man who had ably represented the 5th District of Alabama in Congress for as long as I could remember, Robert E. Jones, announced to the surprise of all, that he would not seek reelection. The filing deadline for the primary was less than three weeks away. Consequently, when my family, friends, and supporters began to discuss with me the possibility of my entrance in the primary we had very little time in which to make that fundamental decision and only three months to plan, organize, and run a campaign for the May 4, 1976 primary.

Right away, the campaign staff and I attempted to determine the requirements of the federal campaign laws as an integral part of our preparation, but we were hampered in our attempt by several factors. First of all, as I now understand it, major changes were made in the law beginning on January 1, 1975. As a result very few people in our District knew very much about this new law. Representative Jones had never run a very elaborate campaign and, in any event had not run under the 1974 Amendments. It had never occurred to me or my family to become experts in the federal campaign law before February, 1976 because I had not expected to run for federal office. I know that my campaign

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William C. Oldaker, Esq.

-2-

February 27, 1979

staff in fact sought advice on election law matters from a Florence, Alabama attorney, but unfortunately, because of the confusion existing in early 1976 apparently they did not receive the most accurate advice. Secondly, my campaign staff has told me that on numerous occasions in the Spring of 1976 they attempted to obtain information and briefing from the Federal Election Commission but they received very little, if any, assistance. I now understand that the Supreme Court's decision in Buckley v. Valeo in January, 1976 may have contributed to that uncertainty and confusion which existed at the Commission until the new amendments to the law were enacted in May of that year. During our primary and run-off campaigns my staff says that it was very difficult to receive complete or timely explanations from the Commission staff who did not help to educate them as well as I hoped. I might add that this is not anyone's fault nor am I being critical of the Commission - it is simply a fact that these circumstances adversely affected the ability of me and my campaign staff to determine the exact requirements of the law in the first part of 1976.

As I look back on my 1976 campaign, I realize that there were times when my staff and I, on occasion, took actions based on our understanding, which may have been an erroneous perception of what the campaign law required. My first cousin, R. Lonnie Flippo, served as my campaign treasurer during 1976. Lonnie and I were raised together, almost like brothers, and he is one of the family members to whom I am closest. On April 12, 1976 I went to Lonnie and borrowed \$5,000 personally from him; on the same day I made a loan of \$5,000 to my committee. At that time, I understood that family members of candidates could lawfully make such loans to the candidate and that this was within the Supreme Court's decision that a candidate and his family could make unlimited expenditures toward his own campaign. At that time I certainly had no idea that my cousin Lonnie would be limited to a \$1,000 contribution including loans to me in the primary, in the same way as any member of the general public.

Similarly, it was my understanding that after reading newspaper accounts of the Buckley decision I could spend as much of my own money on my own campaign as I wished. With this in mind, in April, 1976 I talked to Lonnie about taking out a personal loan against my personal assets from the First National Bank of Birmingham, Birmingham, Alabama. As campaign treasurer, Lonnie handled all of the financial details of the campaign, so he also handled the negotiations involved in this transaction and obtained a promissory note from the bank for me which I signed on the front as an individual. In signing this note for \$30,000, it was my complete understanding that I was pledging my personal assets, which at the time included my home (worth about \$80,000), my interest in some land near Florence, Alabama (worth about \$100,000), and a one-half interest in my accounting firm which had significant value as a going concern. After I signed the note I entrusted it to Lonnie and I assumed that Lonnie, personally, had taken it to the bank and obtained the loan of the \$30,000 on my signature pledged against my personal assets. In fact I did receive the \$30,000 from the bank and subsequently loaned that amount to my campaign committee.

79040154283

William C. Oldaker, Esq.

-3-

February 27, 1979

I did not learn until after the routine audit of my campaign was conducted that the back of this \$30,000 note was signed after I had signed it by Lonnie for the campaign committee and by Mr. William D. Biggs, a friend and business associate of Lonnie's. I did not ask either of these individuals to sign or endorse the note and I do not know why they signed. I was not asked by the bank to obtain any endorsers and as far as I understood, they were willing to make the loan on my signature.

Following the confusion of the 1976 campaign, I have personally organized the record keeping and campaign law compliance functions of my campaign committee so that even the most minor details of the campaign reports and activities are checked and double checked by my campaign staff and ultimately by me and my wife so that every detail is accurate and proper. I only wish we had had the opportunity and the background instruction that would have permitted us to do this in 1976 but unfortunately the circumstances did not allow it.

I appreciate very much the time which your staff auditors have spent with my campaign staff and the patience which they have shown in answering their questions and in listening to their explanations. I also know that these auditors have spent considerable time reviewing records with the campaign staff of the individuals who were my opponents in the 1976 primary and run-off elections and I think all this activity has made a great contribution as a political campaign law education program in the Fifth District of Alabama. This is no doubt a thankless job but I am glad to say that I think the central purpose of the law is being well served.

If I can provide any information in addition to that contained in this letter please do not hesitate to contact me.

Sincerely,

Ronnie G. Flippo

Ronnie G. Flippo

F:vw

79040154284

MUR 527(78)-Respondent Exhibit O

79040154285



CENTRAL BANK OF ALABAMA, N.A. P. O. BOX 127 HUNTSVILLE, ALABAMA 35804 205/533-6262

February 16, 1979

Federal Election Commission
Washington, D. C.

RE: Ronnie G. Flippo

Gentlemen:

In 1976, I was a Senior Vice President and Commercial Loan Officer with The First National Bank of Birmingham, Birmingham, Alabama, and on or about April 20, 1976, as a Commercial Loan Officer with that bank I extended to Ronnie G. Flippo a loan of \$30,000. I understand that this loan has come up for review and scrutiny with the Federal Election Commission.

Please allow me to assure you that as far as I was concerned this was a personal loan to Mr. Flippo in the ordinary course of business. Mr. Flippo had adequate assets to secure the loan and it was paid on a timely basis. The endorsements of Lonnie Flippo and William Biggs were volunteered by them and were not solicited or required by the bank. Mr. Flippo needed the money for immediate use. The time delay to draw and process more traditional security documents would have delayed the loan and personal endorsements were adequate for the bank's purpose on the short term transaction and hastened the completion of the loan on the date requested.

If this loan was in any way a violation of any regulation, I was not aware of it at the time, and I do not believe the borrowers or endorsers were aware of any violations. I also feel that the loan to Mr. Flippo could have been justified as an extension of credit, unsecured and without endorsers at the time if it had been so requested.

Sincerely,

James L. Holloway
Administrative Vice President
Senior Loan Officer

JLH/jwr

cc: Carol Cuber
Ronnie G. Flippo

Donna W. Sears

Notary Public, State at Large, Alabama
My Commission Expires 4-5-82

77-040154285

MUR 527(78)-Respondent Exhibit P

79040154287

Federal Election Commission
Washington
District of Columbia

Re: Ronnie G. Flipppo

Gentlemen:

During the month of April, 1976, I was interested in the campaign to elect Ronnie G. Flipppo to Congress from this district. I had known Ronnie Flipppo for many years prior to his election campaign, and we were personal friends.

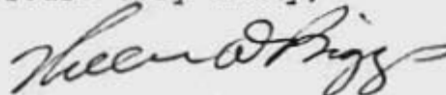
During the course of the campaign it was communicated to me by a member of the campaign committee that the committee would need a large amount of funds in order to meet the media schedule, and although contributions were coming in well, there was a time lag between receipt of funds and the need to purchase the media time. On one of these occasions Ronnie Flipppo had made arrangements to borrow funds from The First National Bank of Birmingham, and because of the press of time I was requested, by the Committee treasurer, to endorse the note to facilitate the handling of the loan.

I had no reservation about endorsing this note, because I knew Ronnie Flipppo had the resources and was of such character that the note would be repaid.

If this loan constituted a violation of any election law regulation I was not aware of it at the time, and I certainly do not believe that the persons who requested that I endorse it were aware that this was any possible violation.

I am convinced, as I have stated above, that, the loan to Mr. Flipppo was justified on his own personal credit, and I simply endorsed it so that it would hasten the process of the loan for the distribution of the funds.

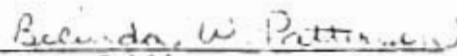
Yours very truly,



William D. Biggs

STATE OF ALABAMA
COUNTY OF LAUDERDALE

Subscribed and sworn to before me this 28th day of February, 1979.


Notary Public

My Commission expires December 27, 1980.

79040154289

MUR 527(78)-Respondent Exhibit Q

79040154289

Respondent's Proposed Draft
(additions to Commission draft are underlined)

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
)
William D. Biggs)

MUR 527(78)

CONCILIATION AGREEMENT

This matter having been initiated by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that William D. Biggs (hereinafter "the Respondent") has violated 2 U.S.C. § 441a(a)(1)(A):

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a)(5), do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. The Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. The Respondent enters into this agreement with the Commission voluntarily.

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

- A. On April 7, 1976, the Respondent made a contribution to the Committee to Elect Ronnie G. Flippo in the amount of \$1000.
- B. On April 20, 1976, the Respondent affixed his signature to the back of a promissory note in support of a \$30,000 loan to be obtained by Mr. Ronnie G. Flippo from the First National Bank of Birmingham.
- C. Respondent affixed his signature to the back of the note on his own volition, not at the request of the candidate or any official of the First National Bank of Birmingham.
- D. Respondent, by affixing his signature to the back of the note did not know or intend that his action would have legal significance under the Federal Election Campaign Act, as amended, in particular, 2 U.S.C. § 431(e)(1).
- E. On April 20, 1976, Mr. Ronnie G. Flippo made a loan of \$30,000 to the Committee to Elect Ronnie G. Flippo.
- F. The above \$30,000 loan accepted by Mr. Ronnie G. Flippo from the First National Bank of Birmingham was transferred to the Shoals National Bank of Florence after September 7, 1976.

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- G. On July 26, 1976, the Committee to Elect Ronnie G. Flipppo began making payments on the \$30,000 loan accepted from Mr. Ronnie G. Flipppo. The first installment was paid to Mr. Flipppo in the amount of \$4500, and on October 22, 1976, the Committee made the last payment to the Shoals National Bank in the amount of \$4000.
- H. The final three installments made by the Committee to Elect Ronnie G. Flipppo on the \$30,000 loan obtained from Mr. Ronnie G. Flipppo were paid directly to the Shoals National Bank of Florence.

WHEREFORE, the Respondent agrees:

- A. That the Respondent affixed his signature to the back of a promissory note with regard to a \$30,000 loan obtained by Mr. Ronnie G. Flipppo from the First National Bank of Birmingham on April 20, 1976.
- B. That Respondent's action had legal significance under 2 U.S.C. § 431(e)(1) of which Respondent was not aware.
- C. That on April 20, 1976, Mr. Ronnie G. Flipppo made a \$30,000 loan to the Committee to Elect Ronnie G. Flipppo.

- 72040154293
- D. That the Respondent endorsed the promissory note supporting the \$30,000 loan obtained by Mr. Ronnie G. Flipppo from the First National Bank of Birmingham for purposes of influencing Mr. Flipppo's nomination for election to Federal office.
- E. That an endorsement of a bank loan to be used to influence the nomination for election of a person to Federal office constitutes a contribution to such person under 2 U.S.C. § 431(e)(1).
- F. That endorsements of a bank loan to be used to influence the nomination for election of any person to Federal office are to be considered contributions by each endorser in proportion of the unpaid balance thereof that each endorser or guarantor bears to the total number of endorsers or guarantors. 2 U.S.C. § 431(e)(5).
- G. That according to the letter of the law of which Respondent at the time of his signing was unaware, Respondent was one of two endorsers of the promissory note with regard to the \$30,000 loan.
- H. That the Respondent's proportion of the unpaid balance of the \$30,000 loan obtained by Mr. Ronnie G. Flipppo from the First National Bank of Birmingham was initially \$15,000.

- I. That Respondent's total contributions to Mr. Ronnie G. Flipppo and the Committee to Elect Ronnie G. Flipppo were \$16,000.
- J. That total contributions of \$16,000 for one election constitute a violation of 2 U.S.C. § 441a(a)(1)(A).
- K. That Respondent's violation of 2 U.S.C. § 441a(a)(1)(A) was not made knowingly or willfully in violation of this or any other federal laws.
- L. That the Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.

V. General Conditions

- A. 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.
- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar

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to any further action by the Commission with regard to the matter set forth in this Agreement.

- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

Date

William C. Oldaker
General Counsel
Federal Election Commission

William D. Biggs

79040154295

MUR 527(78)-Respondent Exhibit R

72040154296

In the Matter of)
)
R. Lonnie Flipppo)

MUR 527 (78)

This matter having been initiated by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. R. Lonnie Flippo (hereinafter "the Respondent"), had violated 2 U.S.C. § 441a(a)(1)(A) and 2 U.S.C. § 441g;

WHEREFORE, the Commission and the Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a)(5), do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. The Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. The Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent facts in this matter are as follows:
 - A. The Respondent served as treasurer of the Committee to Elect Ronnie G. Flippo (hereinafter "the Committee") during the 1976 election year.
 - B. On March 18, 1976, the Committee per its agent R. Lonnie Flippo, who signed the instrument "R. Lonnie Flippo - Chairman" obtained a loan from the Shoals

National Bank of Florence, Florence, Alabama,
in the sum of \$33,000.

- C. Two 30-day extension agreements pertaining to the above \$33,000 loan were negotiated on April 17, 1976, and May 17, 1976, on behalf of the Committee.
- D. Each of the two extension agreements pertaining to the above loan was signed: "Maker: Committee to Elect Ronnie G. Flippo; Dealer or Endorser: R. Lonnie Flippo". In each instance, R. Lonnie Flippo signed his name as the agent of the Committee.
- E. The President of the Shoals National Bank who handled the \$33,000 loan understood that he was making the loan to the Committee, via its agent, R. Lonnie Flippo.
- F. On April 19, 1976, the Committee, per its agent, R. Lonnie Flippo, obtained a loan from the Shoals National Bank of Florence, Florence, Alabama, in the sum of \$10,000.
- G. The 90-day promissory note in support of the \$10,000 loan obtained by the Committee from the Shoals National Bank was signed "Committee to Elect Ronnie G. Flippo; R. Lonnie Flippo".
- H. As with the \$33,000 note the President of Shoals National Bank understood that he was making a \$10,000 loan to the Committee, per Respondent, its agent.
- I. On April 12, 1976, the Respondent made a personal loan of \$5000 to Mr. Ronnie G. Flippo (hereinafter "the Candidate"). Respondent enjoys a close family relationship with the Candidate - they are first cousins.

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- J. On April 12, 1976, the Candidate made a loan of \$5000 to the Committee.
- K. On April 20, 1976, the Candidate obtained a personal loan in the sum of \$30,000 from the First National Bank of Birmingham, Birmingham, Alabama. At the time of this loan, the Candidate had sufficient personal assets to cover the proceeds of the loan.
- L. The 60-day promissory note in support of the above \$30,000 loan obtained by the Candidate was signed by the Candidate and signed on the back by the Respondent, in his capacity as Committee Treasurer and Mr. William D. Biggs.
- M. The fact that Respondent affixed his signature as a representative of the Committee was known and understood by the officers of the First National Bank of Birmingham, Birmingham, Alabama.
- N. Neither Respondent nor Mr. William Biggs were asked by any representative of the First National Bank of Birmingham or by the Candidate to sign or endorse the note; they volunteered their signatures.
- O. On April 20, 1976, the Candidate made a loan to the Committee of \$30,000.
- P. The loan obtained by the Candidate from the First National Bank of Birmingham was transferred to the Shoals National Bank of Florence after September 7, 1976.
- Q. On April 29, 1976, the Committee made the first payment on the \$33,000 and \$10,000 loans obtained from the Shoals National Bank; this first payment was in the sum of \$3500.

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- R. On April 22 and 24, 1976, the Committee repaid the \$5000 loan obtained from the Candidate, the installments involved were \$2000 and \$3000, respectively.
 - S. On July 26, 1976, the Committee made the first payment on the \$30,000 loan obtained from the Candidate; this first payment was in the sum of \$4500.
 - T. The first four payments on the \$30,000 loan obtained by the Candidate were paid by the Committee to the Candidate, while the final three payments were made directly to the Shoals National Bank.
 - U. On March 16, 1976, March 23, 1976, and April 2, 1976, the Respondent made contributions in cash to the Committee. These contributions were in the sums of \$500, \$20, and \$400 respectively, for a total of \$920.

WHEREFORE, the Respondent agrees:

- A. That Respondent signed two 30-day extension agreements pertaining to the \$33,000 loan obtained by the Committee from the Shoals National Bank of Florence, Florence, Alabama, on March 18, 1976.
- B. That Respondent's signatures on these two 30-day extension agreements were intended and were understood by bank officers to have been made in a representative capacity.
- C. Neither Respondent nor the officers of the Shoals National Bank intended that Respondent be rendered personally liable on the note.

- D. The Respondent signed the promissory note in support of the \$10,000 loan obtained by the Committee from the Shoals National Bank of Florence on April 19, 1976 in a representative capacity.
- E. The officers of the Shoals National Bank accepted Respondent's signature on the note as that of a representative of the Committee.
- F. On April 12, 1976, the Respondent made a loan of \$5000 to the Candidate.
- G. On April 12, 1976, the Candidate made a loan of \$5000 to the Committee.
- H. The loan made by the Respondent to the Candidate on April 12, 1976, in the sum of \$5000 was made for the purpose of influencing the nomination for election of the Candidate to Federal office.
- I. A loan made for the purpose of influencing the nomination for election of a candidate to Federal office constitutes a contribution under 2 U.S.C. § 431(e)(1).
- J. At the time of the loan, Respondent understood that the contribution limits in § 441a(a)(1)(A) did not apply to a contribution by a member of the Candidate's family.
- K. On January 30, 1976, the Supreme Court had in Buckley v. Valeo, invalidated the overall limitation on contributions by a candidate and his family (formerly, 18 U.S.C. §608(a)) and the applicability of contribution

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limitations on family members was not clarified until the enactment of P.L. 94-283 (May 11, 1976), and therefore, on April 12, 1976, the legal status of family loans was at best, unclear.

- L. On April 20, 1976, the Respondent affixed his signature to the back of a promissory note in support of a \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham, Birmingham, Alabama. The Respondent's signature was one of two on the note.
- M. On April 20, 1976, the Candidate made a loan of \$30,000 to the Committee.
- N. The Respondent signed the back of the promissory note supporting the \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham in a representative capacity, as Committee Treasurer.
- O. Neither the First National Bank of Birmingham, nor Respondent intended that he be held personally liable on the note in the event of the default of the maker.
- P. On March 16, 1976, March 23, 1976, and April 2, 1976, the Respondent made contributions in cash to the Committee totaling \$920.
- Q. Cash contributions in excess of \$100 per campaign constitute a violation of 2 U.S.C. § 441g by the contributor.
- R. The Respondent's total contributions to the Candidate and the Committee prior to the primary election of 1976 equaled \$5,920.

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- S. Contributions from an individual totaling \$5,920 for one election constitute a violation of 2 U.S.C. § 441a(a)(1)(A).
- T. The Respondent is in violation of 2 U.S.C. § 441g and 2 U.S.C. § 441a(a)(1)(A). This violation was not knowing or willful; Respondent believed that, as a family member of the Candidate, the limitations in § 441a(a)(1)(A) did not apply.
- U. The Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.

V. General Conditions

- A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.
- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.

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- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

FEDERAL ELECTION COMMISSION

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

R. Lonnie Flipppo

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MUR 527(78)-Respondent Exhibit S

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

Committee to Elect Ronnie G. Flipppo

)
)
)
)

MUR 527(78)

CONCILIATION AGREEMENT

This matter having been initiated by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that the Committee to Elect Ronnie G. Flipppo (hereinafter "the Respondent") has violated 2 U.S.C. § 441a(f) and 2 U.S.C. § 432(c):

WHEREFORE, the Commission and the Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a)(5), do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. The Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. The Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent facts in this matter are as follows:
 - A. The Respondent's treasurer during the 1976 election year was Mr. R. Lonnie Flipppo.

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- B. On March, 18, 1976, the Respondent per its agent, R. Lonnie Flipppo obtained a loan from the Shoals National Bank of Florence, Florence, Alabama, in the sum of \$33,000.
- C. Two 30-day extension agreements pertaining to the above \$33,000 loan were negotiated on April 17, 1976, and May 17, 1976, on behalf of Respondent by R. Lonnie Flipppo.
- D. Each of the two extension agreements pertaining to the above \$33,000 loan was signed: "Maker: Committee to Elect Ronnie G. Flipppo; Dealer or Endorser, R. Lonnie Flipppo". In each instance, R. Lonnie Flipppo signed his name as the agent of Respondent.
- E. On April 19, 1976, the Respondent via its agent, R. Lonnie Flipppo, obtained a loan from the Shoals National Bank of Florence, Florence Alabama, in the sum of \$10,000.
- F. The 90-day promissory note in support of the \$10,000 loan obtained by the Respondent from the Shoals National Bank was signed "Committee to Elect Ronnie G. Flipppo; R. Lonnie Flipppo".
- G. On April 12, 1976, Mr. R. Lonnie Flipppo made a personal loan of \$5,000 to Mr. Ronnie G. Flipppo (hereinafter "the Candidate"), who is his first cousin.

- H. On April 12, 1976, the Candidate made a loan to the Respondent in the sum of \$5,000.
- I. On April 20, 1976, the Candidate obtained a personal loan in the sum of \$30,000 from the First National Bank of Birmingham, Birmingham, Alabama.
- J. At the time of this loan, the Candidate had sufficient personal assets to cover the proceeds of the loan.
- K. The 60-day promissory note in support of the above \$30,000 loan obtained by the Candidate was signed by the Candidate and signed on the back by Mr. R. Lonnie Flipppo, in his capacity as Committee Treasurer and Mr. William D. Biggs.
- L. On April 20, 1976, the Candidate made a loan to the Respondent in the sum of \$30,000.
- M. The loan obtained by the Candidate from the First National Bank of Birmingham was transferred to the Shoals National Bank of Florence after September 7, 1976.
- N. On April 29, 1976, the Respondent made the first payment on the \$33,000 and \$10,000 loans obtained from the Shoals National Bank; this first payment was in the sum of \$3,500.
- O. On April 22 and 24, 1976, the Respondent repaid the \$5,000 loan obtained from the Candidate, the installments being \$2,000 and \$3,000 respectively.

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- P. On July 26, 1976, the Respondent made the first payment on the \$30,000 loan obtained from the Candidate; this first payment was in the sum of \$4,500.
- Q. The first four payments on the \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham and later transferred to the Shoals National Bank of Florence were paid by the Respondent to the Candidate, while the final three payments were made directly to the Shoals National Bank.
- R. On April 17, 1976, Mr. William D. Biggs made a contribution to the Respondent in the amount of \$1,000.
- S. On March 16, March 23, and April 2, 1976, Mr. R. Lonnie Flipppo made cash contributions to the Respondent totaling \$920.

WHEREFORE, the Respondent agrees:

- A. That Mr. R. Lonnie Flipppo on behalf of Respondent signed two 30-day extension agreements pertaining to the \$33,000 loan obtained by the Respondent from the Shoals National Bank of Florence on March 18, 1976.
- B. Mr. R. Lonnie Flipppo's signatures on these two 30-day extension agreements were included and were understood by bank officers to have been made in a representative capacity, on behalf of Respondent, which was thereby rendered liable on the note.

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- C. Mr. R. Lonnie Flipppo as the agent of Respondent signed the promissory note in support of the \$10,000 loan obtained by the Respondent from the Shoals National Bank of Florence on April 19, 1976.
- D. The signature on the promissory note in support of the above \$10,000 loan was understood by the bank officers to indicate that Mr. F. Lonnie Flipppo signed in a representative capacity, and Respondent was thus rendered liable on the note.
- E. On April 12, 1976, Mr. R. Lonnie Flipppo made a personal loan to the Candidate, his cousin, in the sum of \$5,000.
- F. On April 12, 1976, the Candidate made a loan to the Respondent in the sum of \$5,000.
- G. The loan made by Mr. R. Lonnie Flipppo to the Candidate on April 12, 1976, in the sum of \$5,000 was made for the purpose of influencing the nomination for election of the Candidate to Federal office.
- H. A loan made for the purpose of influencing the nomination for election of a candidate to Federal office constitutes a contribution under 2 U.S.C. § 431(e)(1).
- I. At the time of this loan, R. Lonnie Flipppo, the Candidate, and Respondent understood that the contribution limits of § 441a(a)(1)(A) did not apply to a contribution by a member of the Candidate's family.

- J. On April 20, 1976, Mr. R. Lonnie Flipppo and Mr. William D. Biggs signed the back of a promissory note in support of a \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham.
- K. On April 20, 1976, the Candidate made a loan of \$30,000 to the Committee.
- L. Mr. R. Lonnie Flipppo, signing on behalf of Respondent, and Mr. William D. Biggs signed the promissory note supporting the \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham for purposes of influencing the Candidate's nomination for election to Federal office.
- M. The endorsement of a promissory note in support of a bank note which is to be used for purposes of influencing the nomination for election of a person to Federal office constitutes a contribution to such person or to a committee under 2 U.S.C. § 431(e)(1).
- N. Endorsements of a bank loan to be used to influence the nomination for election of any person to Federal office are to be considered contributions by each endorser or guarantor in proportion of the unpaid balance thereof that each endorser or guarantor bears to the total number of endorsers or guarantors. 2 U.S.C. § 431(e)(5).

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- O. Respondent's and Mr. William D. Biggs' proportions of the unpaid balance of the \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham were initially \$15,000 each.
- P. Mr. R. Lonnie Flipppo's total contributions to the Respondent prior to the primary election of 1976 totaled \$5,920.
- Q. Mr. William D. Biggs' total contributions to the Respondent prior to the primary election of 1976 totaled \$16,000.
- R. Contributions from an individual totaling \$5,000 or \$16,000 constitute violation of 2 U.S.C. § 441a (a)(1)(A) by the individual involved.
- S. Acceptance by a committee of contributions from individuals which are in violation of 2 U.S.C. § 441a(a)(1)(A) place the committee in violation of 2 U.S.C. § 441a(f).
- T. The Respondent is in technical violation of 2 U.S.C. § 441a(f) for having accepted excessive contributions from Mr. R. Lonnie Flipppo and Mr. William D. Biggs.
- U. Respondent's violation was neither knowing nor willful.
- V. The Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.

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V. General Conditions

- A. The commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter at issue herein, or on its own motion, may review compliance with this Agreement. If the Commission believes that this Agreement or any requirements thereof have been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.
- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g (a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

FEDERAL ELECTION COMMISSION

Date_____
William C. Oldaker
General Counsel
Federal Election Commission_____
Date_____
R. Lonnie Flipppo
Treasurer
Committee to Elect
Ronnie G. Flipppo

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MUR 527(78)-Respondent Exhibit T

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MUR 527(78)-Respondent Exhibit T

Summary - Financing of Major Candidates 5th District Democratic Primary and Runoff 1976

| | Runoff | | Primary | | | | |
|---|-----------------|-----------------|--------------------------------------|--------------------------------------|-----------|----------|----------|
| | Eyster Total | Flippo Total | Eyster 10 Days Before May 4 | Flippo 10 Days Before May 4 | McLain | Machen | Potts |
| Total Loans Reported From Feb. 13 | \$72,200 | \$78,000 | \$33,200 | \$48,000 | \$87,293 | -0- | \$44,400 |
| Estimated Total Expenditures From Feb. 13 | \$202,856 | \$175,692 | \$79,175 | \$76,293 | \$109,480 | \$59,146 | \$79,037 |
| Loans Reported Outstanding End of Year | \$53,083 | -0- | See Runoff | See Runoff | \$63,266 | -0- | \$39,800 |
| Vote Position | 2nd | 1st | 2nd | 1st | 5th | 3rd | 4th |
| Vote Percent | 40.6% | 59.4% | 21.5% | 24.3% | 11.2% | 16.3% | 13.9% |

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Summary - Financing of Major Candidates 5th District Democratic Primary and Runoff 1976

| | Runoff | | Primary | | | | |
|---|-----------------|-----------------|--------------------------------------|--------------------------------------|-----------|----------|----------|
| | Eyster Total | Flippo Total | Eyster 10 Days Before May 4 | Flippo 10 Days Before May 4 | McLain | Machen | Potts |
| Total Loans Reported From Feb. 13 | \$72,200 | \$78,000 | \$33,200 | \$48,000 | \$87,293 | -0- | \$44,400 |
| Estimated Total Expenditures From Feb. 13 | \$202,856 | \$175,692 | \$79,175 | \$76,293 | \$109,480 | \$59,146 | \$79,037 |
| Loans Reported Outstanding End of Year | \$53,083 | -0- | See Runoff | See Runoff | \$63,266 | -0- | \$39,800 |
| Vote Position | 2nd | 1st | 2nd | 1st | 5th | 3rd | 4th |
| Vote Percent | 40.6% | 59.4% | 21.5% | 24.3% | 11.2% | 16.3% | 13.9% |

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FORBES MANER
JOHN J. McMACKIN, JR.
GEORGE G. OLSEN
CLIFTON PETER ROSE
MARY LYNNE WHALEN
J. D. WILLIAMS

June 20, 1979

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

RE: MUR 527 (78)
Committee to Elect
Ronnie G. Flippo, et al.


Dear Mr. Oldaker:

With this letter, I transmit a document, with exhibits, pertaining to the above-captioned matter to be submitted to the Commissioners for their consideration.

This step is necessary because Respondents and the Commission are unable to reach a settlement. This document includes the respondents' answers to the several allegations of violations made by the staff of the Audit Division after the audit of the 1976 election in the 5th Congressional District of Alabama pursuant to 2 USC §438(a)(8). It also includes proposals by Respondents for a reasonable settlement including draft conciliation agreements and recommendation fines, as appropriate. As evidence of the reasonableness of Respondents proposals, we include citations to specific Matters Under Review (MURs) and Commission decisions and agreements thereon, as precedent.

I understand that I will be notified of any recommendations made by the Commission in this matter, so that I may inform the Respondents individually.

Please have someone on your staff contact me if there are questions or if additional discussion is necessary.

Sincerely,

Carole L. Kuebler

CLK/Si
Enclosure

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CLIFTON PETER ROSE
MARY LYNNE WHALEN
J. D. WILLIAMS

June 20, 1979

MEMORANDUM

TO: Federal Election Commission
FROM: Carole L. Kuebler, Esq., Counsel for Respondents
RE: MUR 527 (78), Committee to Elect Ronnie G. Flipppo, et al.

SUMMARY: Respondents, through counsel, have attempted conciliation negotiations with the Commission staff concerning alleged violations of the Federal Election Campaign Act ("The Act"). Respondents conclude that the staff position and settlement offer proposed to date is completely unreasonable and not in conformance with previous conciliation agreements signed by the Commission in situations analogous to the instant case. Respondents therefore submit this memorandum summarizing all material submitted to them to date, with appropriate exhibits, as well as draft conciliation agreements and a proposed fine. Respondents also submit examples of precedents set by this Commission in support of their proposals.

BACKGROUND

This Matter Under Review arises out of a staff audit of candidates in the primary, run-off, and general election held in the 5th Congressional District of Alabama in 1976 for the office of U.S. Representative. Respondent candidate Ronnie G. Flipppo, in his first try for federal office, had the misfortune of running immediately after the Supreme Court, in Buckley v. Valeo, invalidated the authority of the Commission, among other things, to issue advisory opinions and explanatory regulations.

The respondents had no prior knowledge of the details of the Act when the popular incumbent of thirty years unexpectedly announced on February 9, 1976, that he would not be a candidate for re-election in the May 4, 1976, Democratic primary. The incumbent had never conducted extensive re-election campaigns and the federal campaign rules were neither widely known nor publicized within the district. No election had been held in

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the 5th District under the provisions of the 1974 Amendments, P.L. 93-443.

The relatively brief period from the notice of a vacancy until the primary (85 days), dictated that within a very few days decisions be made on whether to run, how to create an effective campaign organization, and how to devise the procedures for raising, spending and accounting for the large amounts of money necessary to make a creditable race.

From the standpoint of the technicalities of the Act, the problems of the unexpected campaign in the 6th Alabama Congressional District were aggravated by uncertainties of the Commission itself during the active campaign period (February 9 - May 4, 1976, and May 4 - May 25, 1976)

The annual reports of the FEC for 1975 and 1976 are enlightening on this point. The 1975 report commented on the ambiguities and complexities of the law and the need for clarifying regulations. (See Exhibit A). Yet the Supreme Court in Buckley cast doubt on the authority of the Commission to issue these rules and regulations. The FEC's 1976 report acknowledged the difficulties the ruling caused from the perspective of the Commission. (See Exhibit B). The local attorney consulted by the Committee has stated that after reviewing the statute, he was unable even after telephoning officials in Washington, D.C. to obtain adequate explanations and was told that the Commission's regulations probably would be the earliest available explanation. Final regulations were not proposed until their Federal Register publication in July and August, 1976, well after the time when the Committee was conducting active campaigning.

In short, allowance must be made by the Commission for the difficulties encountered by the Respondents due to the timing of the election.

I. Alleged Violations

Involved in MUR 527 (78) are numerous respondents and allegations of violations. For ease of review, this presentation will be grouped into three areas including issues arising out of recordkeeping (2 USC §432(c)), cash contributions in excess of \$100 (2 USC §441g) and loans (2 USC §441a(1)(A), and §441a(f)).

A. Recordkeeping, 2 USC §432(c).

Because of documentation supplied to the audit division by the Committee, the allegation that the recordkeeping requirements imposed by 2 USC §432(c) has been violated, essentially by failure

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Page Three
Memorandum
June 20, 1979

to keep detailed and exact account of all contributions so as to permit verification, has been substantially remedied. Per a telephone conversation in May, 1979 with the Commission auditor, Russ Bruner, \$510.79 or 2.09% of the Committee's receipts remains "unverifiable".

Because of the de minimus amount involved, the fact that similar difficulties were encountered in audits of other candidates in the 5th District race, and the cooperation of the Committee personnel in working with the auditors to make necessary corrections, Respondents submit that no further action be taken by the Commission on this matter.

B. Excess Cash Contributions, 2 USC §441g.

This section provides that no person shall make contributions of currency of the United States which in the aggregate exceeds \$100.00 with respect to any campaign or election to federal office. Unfortunately, this section does not provide a sanction for receiving such a contribution even though a candidate's committee probably bears a greater responsibility for knowing about this prohibition than would a contributor who is almost completely uninvolved with the federal election process.

The Committee was unaware of the provisions of §441g during the 1976 campaign. All contributions involved in this charge were fully reported in the Committee's original reports to the Commission. At the auditor's recommendation prompt refunds were issued by the Committee to each contributor. Exhibit C includes copies of these cancelled checks.

The discussion of the 21 Respondents charged with 441(g) violations in this action, as well as recommendations for Commission action follows:

(1) Four individuals should be dropped from further proceedings: Lawrence Goins (\$102.00 contribution) should be dropped from further proceedings because of the trivial nature of the amount - \$2.00 over. Three other individuals, Larry Clayton (\$200.00 contribution), Richard Edwards (\$200.00 contribution), and Preson Trammel (\$200.00 contribution) should be dropped from further proceedings because each has provided letters indicating that he had assisted in collecting funds for the campaign and that the campaign worker neglected to note the names of the other contributors when listing the contribution. Each has provided the details of these events to the Commission. See Exhibit D (Larry Clayton letter), Exhibit E (Richard Edwards letter) and Exhibit F (James Preston Trammel letter).

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Page Four
Memorandum
June 20, 1979

2. Seventeen individuals should sign conciliation agreements admitting that they unknowingly violated §441g. Although the contributors listed all committed a technical violation of §441g, this represents an honest ignorance of the law which does not merit harsh punishment. The Committee promptly and willingly remedied the mistake by refunding the amounts over \$100 and these individuals have all been subject to intense shock and embarrassment just by being accused of being law-breakers by a remote federal agency and having to go through the conciliation process. Equity, fairness, and past settlements by the Commission suggest subjecting them to the signing of an agreement that they violated §441g and that they will never again do so, will be punishment adequate to the situation. For example, the audit division found multiple §441g violations in its audit of the Potts for Congress Committee (one of Flipppo's primary opponents) and found that refunding the overage was a sufficient remedy for the violation. The individuals listed and details of the contributions and refunds are listed below:

| <u>Date of Contribution</u> | <u>Contributor</u> | <u>Amount of Contribution</u> | <u>Amount Refunded</u> |
|-----------------------------|---|-------------------------------|------------------------|
| April 1, 2, 28, 1976 | James R. Box | 550 | 450 |
| May 24, 1976 | E.L. Culver | 1000 | 900 |
| May 20, 1976 | Ed Estes | 500 | 400 |
| 1976 | Lonnie Flipppo | 920 | 820 |
| April 2, 1976 | Yvonne Flipppo (Mrs. Lonnie Flipppo) | 450 | 350 |
| April 28, 1976 | Tom Fowler | 200 | 100 |
| April 21, 1976 | Ed Grills | 300 | 200 |
| May 19, 1976 | Bobby Griffin, Jr. | 150 | 50 |
| May 13, 1976 | Ellis Haddock | 300 | 200 |
| April 28, 1976 | Jerry Johns | 200 | 100 |
| April 28, 1976 | D.F. Johnson | 200 | 100 |
| March 5, 1976 | David Ladner | 502 | 402 |
| April 28, 1976 | Randy Lingo | 200 | 100 |

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Page Five
Memorandum
June 20, 1979

| <u>Date of Contribution</u> | <u>Contributor</u> | <u>Amount of Contribution</u> | <u>Amount Refunded</u> |
|-----------------------------|--------------------|-------------------------------|------------------------|
| May 17, 1976 | William Martin | 500 | 400 |
| May 31, 1976 | Howard Roberts | 500 | 400 |
| May 13 and July, 1976 | Tom Thrasher | 800 | 700 |
| April 28, 1976 | Bobby Weems | 200 | 100 |

Attached, as Exhibit G is a prototype conciliation agreement which is proposed by Respondents to be signed by the seventeen individuals listed above.

C. Loans, 2 USC §441a(a)(1)(A), and §441a(f).

Essentially, several alleged violations charged against Respondents William Biggs, Ronnie G. Flippo, R. Lonnie Flippo (Committee Treasurer) and the Committee to Elect Ronnie G. Flippo, involving giving and/or receiving contributions in excess of the limits imposed by the Act, arise out of four transactions:

Transaction No. 1

March 18, 1976

Holder: Shoals National Bank of Florence, Alabama

Maker: Committee to Elect Ronnie G. Flippo

Signed by: R. Lonnie Flippo, Chairman

Amount: \$33,000

On April 17 and May 17, 1976 Extension agreements of this note were executed by the Committee to Elect Ronnie G. Flippo, per R. Lonnie Flippo on the same terms as the original note. These documents are attached as Exhibit H.

Transaction No. 2

April 12, 1976

Holder: R. Lonnie Flippo

Maker: Ronnie G. Flippo

Amount: \$5,000

The instrument is attached as Exhibit I.

Transaction No. 3

April 19, 1976

Holder: Shoals National Bank of Florence, Alabama

Maker: Committee to Elect Ronnie G. Flippo per R. Lonnie Flippo

Amount: \$10,000

The instrument is attached as Exhibit J

79040154322

Page Six
Memorandum
June 20, 1979

Transaction No. 4

April 21, 1976

Holder: First National Bank of Birmingham, Birmingham, Alabama

Maker: Ronnie G. Flippo

(The instrument is endorsed on the back by R. Lonnie
Flippo and William Biggs)

Amount: \$30,000

This instrument is attached as Exhibit K.

DISCUSSION

The Commission staff, at the beginning of conciliation negotiations, stated flatly that the loans were evidence that "Lonnie Flippo bought himself a campaign." This statement was made despite Respondent's good faith efforts to locate the bank loan officers involved and to determine from them first hand under what circumstances the transactions were negotiated. Respondents admit that the circumstances of these transactions include some technical violations of the Act but at the time, Respondents thought they were complying with the law.

With respect to Transactions 1 and 3 at Shoals National Bank, Respondent submits the letters of Charles W. Edwards, Jr., President of Shoals National Bank at the time of the transaction and R. Lonnie Flippo, Exhibits L and M, respectively, as explanatory evidence. All parties intended that these loans (\$33,000 and \$10,000) be made to the Committee with the assets of the candidate, Ronnie G. Flippo, backing up the Committee.

The participants thought that this arrangement of the loans was legal and proper. They had been advised that a bank could loan money to a campaign committee in the ordinary course of business. To the bank, "ordinary course of business" meant that there were assets to make good the loans and the Shoals Bank knew that if necessary Ronnie Flippo would make good those loans with his personal assets which were adequate to cover the balance. (See discussion of Ronnie Flippo net worth, below.)

All parties recognized the signature of R. Lonnie Flippo on the instruments as having been made in his official capacity as a Committee officer. Neither party intended or in fact did involve personal assets of R. Lonnie Flippo in the transaction.

Because the evidence submitted by Respondent relating to these notes is clear, no penalty or fine should be assessed concerning these transactions.

Page Seven
Memorandum
June 20, 1979

7 2 7 4 0 1 3 4 3 2 4

With respect to transaction No. 2, the personal note for \$5,000 given by Ronnie Flipppo to Lonnie Flipppo, their family relationship formed the basis for this transaction (they are first cousins). Prior to the Buckley v. Valeo decision by the Supreme Court in January, 1976, a candidate and his immediate family could together give \$25,000 toward a House of Representatives election bid. Neither Ronnie Flipppo nor Lonnie Flipppo were aware that a first cousin would not qualify as "immediate family." When this provision (18 USC §608(a)) was declared unconstitutional in Buckley, it was totally unclear whether the candidate's family was unlimited in its ability to contribute or whether they were individually subject to the \$1000 limit. The resolution of this question (the latter interpretation) did not occur until the enactment of the 1976 Amendments on May 11, 1976.

Respondents submit statements of Lonnie Flipppo (Exhibit M, above) as evidence of intent.

Because of the lack of intent to violate the Act and the confusion surrounding the issue of family contributions to a candidate in April, 1976 Respondent submits that no penalty should be assessed against either Ronnie Flipppo or Lonnie Flipppo arising from this transaction.

Finally, with respect to Transaction No. 4, the \$30,000 loan by the First National Bank of Birmingham, this was intended by the bank as a personal loan to the Candidate Ronnie G. Flipppo, backed by his personal assets. Respondent submits Exhibit O, a letter from James L. Holloway who at the time of this transaction was Senior Vice President and Commercial Loan Officer at the bank and who made the loan. Mr. Holloway states that "this was a personal loan to Mr. Flipppo in the ordinary course of business."

In fact, Ronnie G. Flipppo, at the time of this transaction, had personal assets sufficient to back these loans. His net worth included 50% interest in a thriving Florence, Alabama CPA firm, home worth \$80,000 with a \$36,000 mortgage and part interest in 18 acres of land estimated to be worth \$100,000. Rep. Flipppo estimates that his net worth at that time was between \$70 and \$80,000.

As Mr. Holloway continues in his letter, the endorsements by Lonnie Flipppo and William Biggs on the back of this note were volunteered by those individuals and not requested by the bank. Ronnie Flipppo had signed the face of the note and given it to Lonnie Flipppo to return to the bank; Ronnie Flipppo did not request and was unaware of the subsequent endorsements. (See Ronnie Flipppo letter, Exhibit N.)

Page Eight
Memorandum
June 20, 1979

William Biggs has submitted a statement (Exhibit P) confirming that he volunteered his endorsement at the request of Lonnie Flippo "to facilitate the handling of the loan."

At the time of this transaction, neither Lonnie Flippo, William Biggs, nor the First National Bank of Birmingham, was aware of the requirement of the Act that a separate endorser was required for each \$1,000 of a loan. Obviously, if they had been they could have easily sought out the requisite number of individuals as endorsers. Because of this error, Respondent admits that a violation of the Act occurred, and agrees that the Committee to Elect Ronnie G. Flippo, which accepted the proceeds of this loan should pay a fine of \$3500. In addition, conciliation agreements, each admitting unknowing violations are submitted for William Biggs, R. Lonnie Flippo, and the Committee to Elect Ronnie G. Flippo, attached as Exhibits Q, R, and S, respectively.

Finally, Respondent submits that the Commission staff has maintained, in negotiation that "but for these loans, Ronnie Flippo would not have been elected to Congress." Respondent submits that this is a patently erroneous assumption and reflects the staff bias against Respondent. We submit as Exhibit T a chart compiled from FEC reports filed by the five most active candidates in the 1976 primary and the two in the run-off, which clearly shows that Ronnie Flippo was neither the largest spender nor the largest borrower in the election. There seemed to be very little, if any, correlation between money spent and votes obtained in these elections.

To summarize the loan issues, Respondents initially obtained some erroneous advice about how to handle bank loans; They thought that a loan by the bank to the Committee made in the ordinary course of business, i.e. backed by the candidate's assets would not be counted as a contribution and, similarly, thought that the candidate could borrow funds directly from a bank in a proper, arms-length transaction. Because Respondents got three bank loans, these same mistakes were multiplied. Recall that all of the bank loans were made by the appropriate bank officers, all transactions were evidenced by written instruments and accrued interest at going rates. They were reported by the Committee as required on FEC disclosure reports. There is no evidence that, as the Commission staff suggests there were insider, sweetheart loans or that "Lonnie bought a campaign." Respondents have never maintained that there conduct was completely error-free and in fact, will agree to publicly admit violations and pay a reasonable fine. In at least one

Page Nine
Memorandum
June 20, 1979

recent instance the Commission approved a conciliation agreement involving a \$10,000 insider loan made out of the ordinary course of business to a bank officer-federal candidate and levied no fine whatsoever. Respondent's offer of settlement looks entirely reasonable in light of this and other Commission decisions.

II. Commission Precedent

Respondent has researched, using the Commission's public documents, the settlements including conciliation agreements made in similar Matters Under Review and submits that its suggested compliance agreements and fine (\$3,500 to the Committee) is squarely in line with other Commission actions. These are briefly reviewed below, for your convenience.

One conciliation agreement approved by the Commission fairly recently (signed December 7, 1978) which is almost squarely on point is MUR 218(76) In the Matter of The Barnard for Congress Committee. Briefly, this involved a bank loan of \$10,000 in May, 1976 made to candidate Barnard (now the incumbent), who was at that time the Executive Vice President of the same bank which made the loan. The loan interest was lower than the going rate for unsecured business loans. The bank's Board Chairman, Barnard's superior, approved the loan personally and no formal application was ever submitted. The Chairman of the Barnard Campaign Committee, a Mr. Connolly, signed the note on behalf of the Committee and Connolly's (not Barnard's) net worth appears on the loan data sheet as evidence that in the event of default, Connolly would "see to it that the loan was paid." The Commission concluded that the loan was made "outside the ordinary course of business," and one could easily interpret the facts listed in the agreement to indicate that the loan was actually made to the campaign by Mr. Connolly who's net worth was clearly considered by the bank to be the security for the loan.

Given this set of facts which describe a loan situation Respondent believes is much more egregious than any of the facts concerning the loans in Respondent's case, Respondent is heartened by the Commission's decision in that situation. No penalty or fine was required of the Barnard Committee and they admitted to an unknowing, nonwillful violation and promised never to accept a similar loan again. Instead of asking for treatment identical to that given to the Barnard Committee, under arguably more questionable circumstances than those in Respondent's case, Respondent has agreed to accept a significant monetary penalty of \$3,500.

7 2 9 4 0 1 5 4 3 2 6

*In MUR 526, In the Matter of Robert J. Owens, Respondent obtained a note for \$10,000 in August, 1976 with only seven endorsers (i.e. a \$1,400 contribution each from seven individuals) and was fined \$50 for its transgression. The seven contributors were each fined \$50, as well.

*In the Matter of Holland for Congress, MUR 525(78), signed September, 1978, the Respondent paid a civil penalty of \$200 after an audit of the 1976 election revealed at least 9 corporate contributions, proceeds of a fund raiser that were deposited from 3-7 months after the event, some \$800 in contributions that were never deposited, and cash expenditures exceeding \$100.

*In numerous conciliation agreements arising out of the 1976 election bid of former Rep. John Rarick MUR 597(78), settlements were fairly low: Seven endorers of a \$20,000 unsecured loan (i.e. \$2,500 contribution) paid \$250 each, an individual (Sam Fuller) who appeared to contribute some \$20,000 to the Campaign, paid a \$500 fine. In several agreements involving various corporate contributions (via salary advances) loans and contributions in excess of \$1,000, fines ranging from \$150 to \$500 were agreed upon.

*In the series of conciliation agreements arising from the unfortunate 1976 election bid of former Rep. Richard Tonry MUR 337 (for whom the Commission understandably waived a fine considering his guilty plea to criminal charges) numerous individuals were found to have made loans to the campaign ranging from amounts of \$5,000, \$10,000, \$15,000, and two for \$25,000, Commission penalties assessed against the individuals ranged from \$100 - \$1,500.

So, in other cases involving the somewhat chaotic (from an election law standpoint) 1976 election the Commission appears to have been willing to reorganize the youth of the Act, of its staff and organization, and the general unfamiliarity of some well-intentioned (and not so well-intentioned) but preoccupied candidates and individuals in setting penalties. Respondent contends that equal consideration should be shown to its evidence adduced and proposals for settlement.

Finally, Respondent was startled to discover, in its research that even in the recent case of a corporate laundering scheme (In

Page Eleven
Memorandum
June 20, 1979

the Matter of J. Ray McDermott, MUR 254(76)) involving a purposeful method of converting corporate funds to individual corporate employee contributions to federal candidates, the Commission fined the two individuals responsible for the scheme \$1,000 each and the corporation, a Fortune 500 international construction company with deep pockets, \$10,000. The Commission staff has maintained to Respondent that it should be fined more, for a case involving unknowing, unwitting technical violations of a new law, than a fine assessed against a major corporation caught in a deliberated fund laundering scheme - a course of conduct that has been a federal criminal violation for some fifty years. Respondent maintains that the Commission certainly must be concerned with consistency and reasonableness in the assessment of penalties. Respondent submits that its proposed settlement is squarely in line with Commission precedent.

7 2 0 4 0 1 3 4 3 2 8

MUR 527(78)-Respondent Exhibit A

79040154329

608(e)), since these provisions place substantial and direct restrictions on the ability of candidates, citizens, and associations to engage in protected political expression.

The Court did not invalidate campaign expenditure limitations for candidates who accept public financing. This fact, along with the still intact contribution limitations, means that many of the policy and procedural determinations of the Commission during 1975 are still relevant, to a great extent. Such considerations will continue to consume the time and attention of the FEC, candidates and committees alike.¹¹ This would be particularly true should the Congress, as it is considering in legislation presently before it, extend public financing to candidates for the House and Senate.

Policy Development¹²

A review of the limits imposed by the 1974 Act might lead the reader to the erroneous conclusion that the Act is clear on its face as to how its limitations affect the conduct of political activity.¹³ Unfortunately, the complexities of American politics, the ambiguities in our Federal system of elections, and the ingenious ability of humans to invent seemingly endless variations in the method of financing campaigns, all combine to pose an obstacle to the implementation of campaign limitations which cannot be overcome by any statute, no matter how complex. Thus the Commission felt compelled in its first year of operation to supplement the statute through detailed regulations in order to break this obstacle into comprehensive portions, Advisory Opinions to clarify and interrelate these portions, and an information process to explain the Act's effects in layman's terms. The Commission also began to develop the processes and mechanisms necessary to ensure that candidates and political committees comply with the Act's campaign limitations.

Difficulty
of Imple-
menting
the Act.

Emphasis
on Policy
Interpre-
tations

Advisory
Opinions

Nearly all of the requests for Advisory Opinions concerned campaign limitations. Candidates and committees alike were clearly uncertain as to the impact of the Act on specified situations. These requests were on matters as diverse as:

- the application of the limitations to the Federal election activities of State and local political parties (AO 1975-2);
- whether a loan constitutes a contribution when made to a political party telethon (AO 1975-4);

¹¹For example, the Commission recently considered the question of what limits, if any, would be imposed on a candidate who received public monies as a Presidential candidate, but who, as a candidate for the U.S. Senate was presumably no longer subject to any expenditure limitations.

¹²All policy discussions relate to the provisions of the Act prior to *Buckley v. Valeo*.

¹³See chapter on Establishment and Organization of the FEC for a summary of the limits.

72040154330

MUR 527(78)-Respondent Exhibit B

79040154331

initially granted a 30-day stay until February 29, in the effective date of this suspension of executive powers. Although this stay was subsequently extended until March 22 without comment from the Court, a request for a further stay was denied. The final stay expired on March 22, and the Commission's executive powers were thus suspended until the Congress and the President acted to reconstitute the Commission and reappoint the Commissioners on May 21.

While it is difficult to assess precisely the impact of this suspension of powers on operations of the FEC and campaigns, it is clear that there were some adverse effects. During this hiatus, the FEC was unable to certify additional primary matching funds to those Presidential candidates who had received initial payment in January and who had planned their campaigns in expectation of receiving further funds on a regular basis. In addition, those candidates who were requesting initial certification for the matching fund program, could not get into the system, and had to conduct their campaigns without knowing when or if the matching program funds might be available. In order to minimize the impact of the delay, the Commission decided to continue processing all submissions for matching payment and eligibility certification, so that money would continue to be in the pipeline and could flow immediately upon reconstitution.

Commission powers to issue rules and regulations and advisory opinions were also suspended. Without these regulations and opinions which interpret the law and its effect on certain campaign activities, candidates and committees were unsure how to organize and operate their campaigns. The Commission attempted to meet this need by issuing Opinions of Counsel wherever appropriate, and continuing to provide general and specific information to its clients through its public communications program.

The Court's decision also suspended the Commission's enforcement powers. Although this did not immediately affect the progress of campaigns, it did create uncertainty about enforcement of the Act, and delayed the development of enforcement policies and procedures, some of which could not be implemented until the 1976 election was almost over.

1976 Amendments
to FECA

In addition to the resolution of the constitutional questions of executive appointment and the striking of expenditure limitations, the major changes in the statute by the May 1976 Amendments were in the area of enforcement. Specifically, the FEC gained exclusive jurisdiction over civil enforcement of the law.¹ Further, the law spelled out in much greater detail the steps which must be taken in any enforcement action, including attempts to achieve compliance through conciliation. The scope of advisory opinions was reduced, which had the effect of shifting Commission emphasis away from issuing advisory opinions to the development of rules and regulations.

¹ Under the 1974 law, the Commission had to refer those matters in Title 18 to the Justice Department for enforcement. When these portions of the Act were transferred to Title 2 of the United States Code, the Commission gained exclusive civil jurisdiction.

79040154332

MUR 527(78)-Respondent Exhibit C

79040154333

MUR 527(78)-Respondent Exhibit C

As of the date of this memorandum, Respondent has been assured that copies of the cancelled checks are in the Commission's possession. However, Respondent is able to include only a partial selection of the checks, see attached note and documents from commission attorney Anne Weissenborn.

79040154334

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

TO: Carol Kuebler

DATE: 7/12/78

FROM: Anne Werensleben

- | | | |
|---|---|---|
| <input type="checkbox"/> APPROVAL | <input type="checkbox"/> IMMEDIATE ACTION | <input type="checkbox"/> RECOMMENDATION |
| <input type="checkbox"/> AS REQUESTED | <input type="checkbox"/> INITIALS | <input type="checkbox"/> SEE ME |
| <input type="checkbox"/> CONCURRENCE | <input type="checkbox"/> NECESSARY ACTION | <input type="checkbox"/> SIGNATURE |
| <input type="checkbox"/> CORRECTION | <input type="checkbox"/> NOTE AND RETURN | <input type="checkbox"/> YOUR COMMENT |
| <input type="checkbox"/> FILING | <input type="checkbox"/> PER OUR CONVERSATION | <input type="checkbox"/> YOUR INFORMATION |
| <input type="checkbox"/> FULL REPORT | <input type="checkbox"/> PER TELEPHONE CONVERSATION | <input type="checkbox"/> |
| <input type="checkbox"/> HANDLE DIRECT | | |
| <input type="checkbox"/> ANSWER OR ACKNOWLEDGE ON OR BEFORE _____ | | |
| <input type="checkbox"/> PREPARE REPLY FOR THE SIGNATURE OF _____ | | |

REMARKS:

This is the list of additional contributors of excessive cash contributions. Those checked are the ones for which we have cancelled refund checks.

Please ask the Committee if they can provide a more complete address for Tom Fowler. Thank you.

79040154335

ATTACHMENT

| <u>Name and Address of Contributor</u> | <u>Date of Currency Contribution</u> | <u>Amount</u> | |
|--|--------------------------------------|---------------|---|
| Dick Edwards P.O. Box 152 Calera, AL 35040 | 4/28/76 | \$200.00 | |
| Ed Grills 625 Springdale Road Birmingham, AL 35217 | 4/21/76 | \$300.00 | |
| Jerry Johns P.O. Box 6214A Birmingham, AL 35217 | 4/28/76 | \$200.00 | ✓ |
| D. F. Johnson 625 Springdale Road Birmingham, AL 35217 | 4/28/76 | \$200.00 | ✓ |
| Randy Lingo P.O. Box 42 Pleasant Grove, AL 35127 | 4/28/76 | \$200.00 | ✓ |
| Bobby Weems P.O. Box 6214A Birmingham, AL 35217 | 4/28/76 | \$200.00 | ✓ |
| Larry Clayton 2901 3rd Avenue, N. Birmingham, AL | 4/28/76 | \$200.00 | ✓ |
| Preston Trammell 2630 8th Avenue, N. Birmingham, AL | 4/28/76 | \$200.00 | |
| Tom Fowler Birmingham, AL | 4/28/76 | \$200.00 | |

79040154336

MUR 527(78)-Respondent Exhibit C

COMMITTEE TO ELECT RONNIE G. FLIPPO

P.O. BOX 1147
FLORENCE, ALA. 36630

285

61.130
622

January 31 19 78

PAY TO THE
ORDER OF

Lawrence Goins

\$ 2.00

Two and no/100

DOLLARS



SHOALS NATIONAL BANK OF FLORENCE
AN ALABAMA BANK CORPORATION AFFILIATE

FOR

0000285 06220130

2008998

00000000200

R. Ronnie Flippo

790134337

90404338
Remitted

0040 49891

PAID TO
CENTRAL BANK OF
ALABAMA
QUAD-CITY OF ALABAMA
SHEFFIELD, ALABAMA
0627 0988-0

FOR DEPOSIT ONLY

To the Account of

SERVOMATION OF NORTH ALABAMA
SHEFFIELD, ALABAMA

DEPOSIT ONLY

To the Account of

SERVOMATION OF NORTH ALABAMA
SHEFFIELD, ALABAMA

COMMITTEE TO ELECT RONNIE G. FLIPPO

P.O. BOX 1147
FLORENCE, ALA. 35630

284

61-130
622

January 31 19 78

PAY TO THE
ORDER OF

Ellis Haddock

\$200.00

Two hundred and no/100

DOLLARS



SHOALS NATIONAL BANK OF FLORENCE
AN ALABAMA BANKCORPORATION AFFILIATE

FOR

⑈000284⑈ ⑆0622⑈0130⑆

2008998⑈

R. Ronnie Flippo

⑈0000020000⑈

COMMITTEE TO ELECT RONNIE G. FLIPPO

P.O. BOX 1147
FLORENCE, ALA. 35630

275

61-130
622

January 31 19 78

PAY TO THE
ORDER OF

Tom Thrasher

\$700.00

Seven hundred and no/100

DOLLARS



SHOALS NATIONAL BANK OF FLORENCE
AN ALABAMA BANKCORPORATION AFFILIATE

FOR contribution refund

⑈000275⑈ ⑆0622⑈0130⑆

2008998⑈

R. Ronnie Flippo

⑈0000070000⑈

Curtis Anderson

0073 59603

FEB 17 78

For Court only

67545

ANDERSON
DONAL BANK
MOBILE ALABAMA
61-77

FEB 21 78

1978
0020
23

356

January 31 19 78

PAY TO THE
ORDER OF E. L. Culver

\$ 900.00

Nine hundred and no/100 ----- DOLLARS


SHOALS NATIONAL BANK OF FLORENCE
AN ALABAMA BANK CORPORATION AFFILIATE

FOR contribution refund

⑈000274⑈ ⑆0622⑈0130⑆

2008998⑈

⑈0000090000⑈

COMMITTEE TO ELECT RONNIE G. FLIPPO

P.O. BOX 1147
FLORENCE, ALA. 35630

276

61-130
622

January 31 19 78

PAY TO THE
ORDER OF Bill Martin

\$ 400.00

Four hundred and no/100 ----- DOLLARS


SHOALS NATIONAL BANK OF FLORENCE
AN ALABAMA BANK CORPORATION AFFILIATE

FOR contribution refund

⑈000276⑈ ⑆0622⑈0130⑆

2008998⑈

⑈0000040000⑈

COMMITTEE TO ELECT RONNIE G. FLIPPO

P.O. BOX 1147
FLORENCE, ALA. 35630

277

61-130
622

January 31 19 78

PAY TO THE
ORDER OF Bobby Griffin, Jr.

\$ 50.00

Fifty and no/100 ----- DOLLARS


SHOALS NATIONAL BANK OF FLORENCE
AN ALABAMA BANK CORPORATION AFFILIATE

FOR contribution refund

⑈000277⑈ ⑆0622⑈0130⑆

2008998⑈

⑈0000005000⑈

COMMITTEE TO ELECT RONNIE G. FLIPPO

P.O. BOX 1147
FLORENCE, ALA. 35630

278


61-130
622

January 31 19 78

PAY TO THE
ORDER OF Ed Estes

\$ 400.00

Four hundred and no/100 ----- DOLLARS


SHOALS NATIONAL BANK OF FLORENCE
AN ALABAMA BANK CORPORATION AFFILIATE

FOR contribution refund

⑈000278⑈ ⑆0622⑈0130⑆

2008998⑈

⑈0000040000⑈

COMMITTEE TO ELECT RONNIE G. FLIPPO

P.O. BOX 1147
FLORENCE, ALA 35630

282

61.130
622

January 31 1978

PAY TO THE
ORDER OF Howard Roberts

\$400.00

Four hundred and no/100 ----- DOLLARS



SHOALS NATIONAL BANK OF FLORENCE
AN ALABAMA BANK CORPORATION AFFILIATE

FOR contribution refund

⑈000282⑈ ⑆0622⑈0130⑆

2008998⑈

⑈0000040000⑈

R. Ronnie Flippo

FOR DEPOSIT ONLY
WRIGHTS INSURANCE AGENCY, INC.

⑈2170000000000000⑈

FOR DEPOSIT ACCOUNT
GENERAL GUNITE & CONSTRUCTION CO.
FLORENCE, ALA.

William

*For deposit only,
Bice Martin*

Booby D. D. D.

Booby D. D. D.

0039 62834

PAY TO THE ORDER OF
CENTRAL BANK OF
ALABAMA
FLORENCE, ALA.
067-1038-0

18-978

FEB-273 111 3652

876 834
FEB 9 78

PAY ANY BANK, P.E.D.
First Colbert
National Bank
SHEWEE, ALABAMA
0001
61-579
645-19
92508

January 31 19 78

61.130
622PAY TO THE
ORDER OF

Jimmy Box

\$ 550.00

Five hundred fifty and no/100 ----- DOLLARS

SHOALS NATIONAL BANK OF FLORENCE
AN ALABAMA BANK CORPORATION AFFILIATE

FOR contribution refund

⑈000279⑈ -⑈0622⑈0130⑈

2008998⑈

R. Lonnie Flippo

⑈0000055000⑈

COMMITTEE TO ELECT RONNIE G. FLIPPO

P.O. BOX 1147
FLORENCE, ALA. 35630

280

January 31 19 78

61.130
622PAY TO THE
ORDER OF

David C. Ladner

\$ 402.00

Four hundred two and no/100 ----- DOLLARS

SHOALS NATIONAL BANK OF FLORENCE
AN ALABAMA BANK CORPORATION AFFILIATE

FOR contribution refund

⑈000280⑈ -⑈0622⑈0130⑈

2008998⑈

R. Lonnie Flippo

⑈0000040200⑈

COMMITTEE TO ELECT RONNIE G. FLIPPO

P.O. BOX 1147
FLORENCE, ALA. 35630

281

January 31 19 78

61.130
622PAY TO THE
ORDER OF

R. Lonnie Flippo

\$ 820.00

Eight hundred twenty and no/100 ----- DOLLARS

SHOALS NATIONAL BANK OF FLORENCE
AN ALABAMA BANK CORPORATION AFFILIATE

FOR contribution refund

⑈000281⑈ -⑈0622⑈0130⑈

2008998⑈

R. Lonnie Flippo

⑈0000082000⑈

COMMITTEE TO ELECT RONNIE G. FLIPPO

P.O. BOX 1147
FLORENCE, ALA. 35630

283

January 31 19 78

61.130
622PAY TO THE
ORDER OF

Yvonne Flippo

\$ 350.00

Three hundred fifty and no/100 ----- DOLLARS

SHOALS NATIONAL BANK OF FLORENCE
AN ALABAMA BANK CORPORATION AFFILIATE

FOR contribution refund

⑈000283⑈ -⑈0622⑈0130⑈

2008998⑈

R. Lonnie Flippo

⑈0000035000⑈

Jimmy Dye

*For deposit only
D. Linnell Dye*

*For deposit only
from Dye*

0039 34903

PARAMOUNT PEO
CENTRAL BANK OF
ALABAMA
QUAD CITY BRANCH
MOBILE, ALABAMA
0527 0088-0

FEB 2 78

FEB 1 78

62-130 C
SHOULD BE
OF FLORENCE
FLORENCE, ALABAMA
62-130 C

62-130 C

FEB 1 78

62-130 C
SHOULD BE
OF FLORENCE
FLORENCE, ALABAMA
62-130 C

62-130 C

MUR 527(78)-Respondent Exhibit D

79040154346

MUR 527(78)-Respondent Exhibit D

February 2, 1979

Ms. Carole L. Kuebler
Williams & Jensen
1101 Connecticut Avenue N.W.
Washington, D.C. 20036

Dear Ms. Kuebler:

In reference to your letter dated November 28, 1978, concerning the \$200.00 Donation, This should be applied as follows:

| | |
|-------------------|----------|
| Mr. Lane Clayton | \$100.00 |
| Mr. Larry Clayton | \$100.00 |

If You would make the above adjustment, we would appreciate it very much.

Yours truly,

CITY TRUCK AND TRAILER PARTS, INC.

Larry Clayton
Larry Clayton,

LC/bh

79040154347

MUR 527(78)-Respondent Exhibit E

MUR 527(78)-Respondent Exhibit E

79040154348

hlc cov 16
(musfile)

SOUTHERN HAULERS, INC.

P. O. Box 152

Calera, Alabama 35040

Phone 668-2271

17 October 1978

Carole L. Kuebler, Esquire
Williams & Jensen
1101 Connecticut Avenue, N.W.
Washington, D.C. 20036

Re: MUR 527(78)

Dear Sir:

In reference to the above-captioned matter,
attached is a duly notarized statement regarding my
contribution to the 1976 campaign of the Honorable
Ronnie G. Flippo.

Sincerely,

R.E. Edwards (lg) 10-23-78
Richard E. Edwards
President

REE/ldg
attachment
cc: William C. Oldaker, Esq.
Hon. Ronnie G. Flippo

79040154349

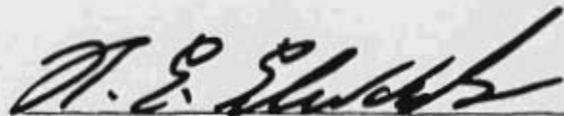
SOUTHERN HAULERS, INC.

P. O. Box 152
Calera, Alabama 35040
Phone 668-2271

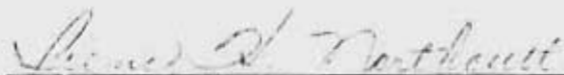
17 October 1978

Statement of RICHARD E. (DICK) EDWARDS regarding contributions to the 1976 Campaign Committee to Elect Ronnie G. Flipppo:

Of the amount in question (\$200.00), I contributed \$100 in cash to the 1976 Campaign Committee to Elect Ronnie G. Flipppo. The remainder (\$100.00) was a cash contribution made by Mr. Leon Morgan who was at that time President of Southern Haulers, Inc. Mr. Morgan is now deceased. The contributions were given to a campaign worker for the Committee to Elect Ronnie G. Flipppo.



Richard E. Edwards
President, Southern Haulers, Inc.


Notary Public

Notary Public, State of Alabama at large
My Commission Expires on October 1, 1979
Bonded by Western Surety

79040154350

MUR 527(78)-Respondent Exhibit F

79040154351

MUR 527(78)-Respondent Exhibit F



MUR 527(78)-Respondent Exhibit F

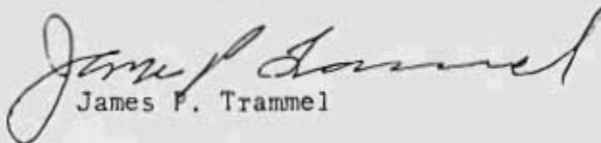
October 16, 1978

Ms. Carole L. Kuebler
c/o Williams & Jensen
1101 Connecticut Avenue N.W.
Washington, D.C. 20036

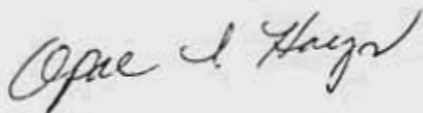
Dear Ms. Kuebler:

In reference to the donation given to Ronnie G. Flippo and the Committee to Elect Ronnie G. Flippo in the 1976 campaign. The contribution was collected as follows: Mr. Tom Hooper \$20, Mr. Bill Selby \$20, Mr. David Strickland \$20, Mr. Russell Clemons \$20, Miss Jan Ramsuer \$20 and Mr. Carlo Martin \$20. The remainder of the \$200 was donated by myself and presented to Mr. Flippo as a gift.

Yours truly,


James F. Trammel

JPT/jsh



79040154352

MUR 527(78)-Respondent Exhibit G

MUR 527(78)-Respondent Exhibit G

79040154353

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
 James R. Box^{*/})
)

MUR 527(78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that James R. Box (hereinafter "the Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a)(5) do hereby agree as follows:

I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.

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

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

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

The Respondent made cash contributions to the Committee to Elect Ronnie G. Flipppo on April 1, April 2 and April 28, 1976, totaling \$550.

*/ Same text proposed for: Culver, Estes, L. Flipppo, Y. Flipppo, Fowler, Grills, Griffin, Haddock, Johns, Johnson, Ladner, Lingo, Martin, Roberts, Trasher, Weems

79040154354

WHEREFORE, the Respondent agrees:

A. That the Respondent made cash contributions to the Committee to Elect Ronnie G. Flipppo on April 1, April 2 and April 28, 1976, totaling \$550.

B. That the making of cash contributions in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.

C. That Respondent was completely unaware of this provision of the Federal Election Campaign Act of 1971, as amended, at the time of the violation, and, as such, at no time relevant hereto had any intention to violate 2 U.S.C. § 441g, or any other provision of the Federal Election Campaign Act of 1971, as amended.

D. That the Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.

V. General Conditions

A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.

79040134355

C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

James R. Box

79040154356

MUR 527(78)-Respondent Exhibit H

79040154357

MUR 527(78)-Respondent Exhibit H

MUR 527(78)-Respondent Exhibit I

MUR 527(78)-Respondent Exhibit I

79040154359

\$33,000

MUR 5 (78) - Respondent

EXHIBIT A

3-18, 1976

For value received,

jointly and severally promise to pay to

SHOALS NATIONAL BANK OF FLORENCE

or order
DOLLARS

negotiable and payable without offset at Shoals National Bank of Florence, Alabama, having deposited with said Bank, to be held by it, or should it re-discount or assign the same, its assets, as collateral security for the payment of this note and any other sum we may owe the payee before this note is paid the following collateral or such as may hereafter be substituted in lieu thereof, or any other collateral held on any other note by the present or any future holder hereof.

and hereby give the holder hereof full power and authority to sell, transfer, or collect at _____ expense all or any portion thereof at any place, either in the City of Florence or elsewhere, at public or private sale at _____ option, on non-performance of above promise, and at any time thereafter, without advertising the same, or otherwise giving like due notice. Subject to call for additional collateral security, and in case of failure or refusal to respond to such call, the holder may sell the collateral pledged in the manner hereafter indicated. In case of public sale, the holder may purchase without being liable to account for more than the net proceeds of such sale. We, the maker or makers, endorser or endorsers, of this note hereby waive protest, presentation, demand, and notice of dishonor of the same and we also hereby waive all rights of exemption under the Constitution and laws of Alabama or any other State or the United States. We also agree to pay all costs of collection, including a reasonable attorney's fee in case of non-payment at maturity.

Address 1221 Florence Ave 35630

Signature R. Louis Hays - Chairman
Signature

FLORENCE DETAIL

EXTENSION AGREEMENT

Florence, Alabama

4-17, 1976

3-18, 1976

The undersigned parties, being the makers and holders of the attached promissory note, dated _____, in the original principal amount of \$33,000, both of whom sign this agreement as an acceptance of the terms of the extension granted, subject to an earlier maturity for breach of any conditions that might be contained in the Mortgage or Security Agreement, securing payment of said indebtedness, agree to the schedule of payment on the attached note being revised to read as follows:

Principal amount \$33,000
Maturity extended 30 days

It is further understood and agreed by the makers that the attached note and payments as set out above will bear interest from the _____ DATE of this extension at the rate of 8 percent per annum, interest due and payable at the time the principal payments are to be made.

It is also further agreed, and understood by the maker that all conditions and obligations of the said note, Mortgage or Security Agreement securing payment of said indebtedness or any financial instrument made in connection with this Original Note by any of the parties hereto will remain in full force and effect and that any property that might have been conveyed by said Mortgage or Security Agreement securing said indebtedness is legally owned by the undersigned makers.

Shoals National Bank of Florence
FLORENCE, ALABAMA

BY _____
HOLDER

Signature R. Louis Hays
MAKER
DEALER OR ENDORSER

EXTENSION AGREEMENT

Florence, Alabama

5-17, 1976

3-18, 1976

The undersigned parties, being the makers and holders of the attached promissory note, dated _____, in the original principal amount of \$33,000, both of whom sign this agreement as an acceptance of the terms of the extension granted, subject to an earlier maturity for breach of any conditions that might be contained in the Mortgage or Security Agreement, securing payment of said indebtedness, agree to the schedule of payment on the attached note being revised to read as follows:

Principal amount \$33,000
Maturity extended 30 days

It is further understood and agreed by the makers that the attached note and payments as set out above will bear interest from the _____ DATE of this extension at the rate of 8 percent per annum, interest due and payable at the time the principal payments are to be made.

It is also further agreed, and understood by the maker that all conditions and obligations of the said note, Mortgage or Security Agreement securing payment of said indebtedness or any financial instrument made in connection with this Original Note by any of the parties hereto will remain in full force and effect and that any property that might have been conveyed by said Mortgage or Security Agreement securing said indebtedness is legally owned by the undersigned makers.

Shoals National Bank of Florence
FLORENCE, ALABAMA

BY _____
HOLDER

Signature R. Louis Hays
MAKER
DEALER OR ENDORSER

MUR 527(78)-Respondent Exhibit I

\$5000.00

PROMISSORY NOTE

Florence, Alabama

April 12, 1976

FOR VALUE RECEIVED, the undersigned promises to pay to the order of R. LONNIE FLIPPO the principal sum of FIVE THOUSAND AND NO/100 (\$5000.00) DOLLARS, with interest from date at the rate of nine (9%) per cent per annum on the unpaid balance until paid; the principal and interest being payable in current legal tender money of the United States of America on July 12, 1976.

All parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally waives as to this debt, all right of exemptions under the Constitution and Laws of Alabama, or any other State, as to personal property and each severally agrees to pay all costs of collecting or attempting to collect or secure the note, including an attorney's fee, whether the same be collected or secured by suit, or otherwise; and the maker, endorser, surety or guarantor of this note severally waive demand, presentment, protest, notice of protest and all other requirements necessary to hold them. In case of failure to pay any of the installments on the date the same falls due, all of the installments, whether due or not, shall become immediately due and payable.

Ronnie G. Flippo
RONNIE G. FLIPPO

ATTEST:

Marsha Whitley

Ad in full
Ad

MUR 527(78)-Respondent Exhibit J

79040154361

MUR 527(78)-Respondent Exhibit J

MUR 527(78)-Respondent Exhibit K

MUR 527(78)-Respondent Exhibit K

79040154362

7 9 0 4 0 1 5 4 3 6 3

NIR 527 (78) - Respondent Exhibit J

\$ 10,000.00 FIVE

Florence, Ala., 4-14, 19 76

For value received, jointly and severally promise to pay to

SHOALS NATIONAL BANK OF FLORENCE

or order
DOLLARS.

negotiable and payable without effect at Shoals National Bank of Florence, Alabama, having deposited with said Bank, to be held by it, or should it re-discount or assign the same, its assigns, as collateral security for the payment of this note and any other sum we may owe the payee before this note is paid the following collateral or such as may hereafter be substituted in lieu thereof, or any other collateral held on any other note by the present or any future holder hereof:

and hereby give the holder hereof full power and authority to sell, transfer, or collect at _____ expense all or any portion thereof at any place, either in the City of Florence or elsewhere, at public or private sale at _____ option, on non-performance of above promise, and at any time thereafter, without advertising the same, or otherwise giving like due notice. Subject to call for additional collateral security, and in case of failure or refusal to respond in full call, the holder may sell the collaterals pledged in the manner heretofore indicated. In case of public sale, the holder may purchase without being liable to account for more than the net proceeds of such sale. We, the maker or-makers, endorser or endorssers, of this note hereby waive notice of presentation, demand, and notice of dishonor of the same and we also hereby waive all rights of exemption under the Constitution and laws of Alabama or any other State or the United States. We also agree to pay all costs of collection, including a reasonable attorney's fee in case of non-payment at maturity.

- Box 1221

Address

Rennie Augusta

COMMITTEE TO ECT RONNIE G. FLAHO

Signature

R. Ronnie Flippo

Signature

MUR 527(78)-Respondent Exhibit K

APR 2 1976
BIRMINGHAM, ALA
1976 \$30,000.00

For value received, 60 days after date, the undersigned (if more than one, jointly and severally) promise(s) to pay to the order of THE FIRST NATIONAL BANK OF BIRMINGHAM, at The First National Bank of Birmingham, Birmingham, Alabama,
Thirty Thousand and no/100 - - - - Dollars

with interest from maturity at the rate of 7 1/2% per annum until paid.

Each of the parties to this instrument, whether maker, endorser, surety or guarantor, hereby severally (a) waives as to this debt or any renewal thereof any rights of exemption under the Constitution or laws of Alabama or any other state as to personal property; (b) agrees to pay all costs of collecting or securing or attempting to collect or secure this note, including a reasonable attorney's fee, provided, however, that if this note is subject to the Alabama Consumer Credit Act (Act No. 2052 of the 1971 Regular Session of the Alabama Legislature), the recovery of attorney's fees shall be limited as provided in said act; (c) waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold him; (d) agrees that time of payment may be extended or renewal note taken or other indulgence granted without notice of or consent to such action, without release of liability as to any party to this instrument; and (e) acknowledges receipt of a duplicate copy of this note. The Bank at which this note is payable is hereby authorized to apply, on or after maturity, to the payment of this debt, any funds or credit held by said bank, on deposit, in trust, or otherwise, for account of the maker, endorser, surety, guarantor or any of them, but shall not be required to make such application unless it shall so elect, nor be liable for any failure or omission in respect thereof. In the event of death of, insolvency of, general assignment by, judgment against, filing of petition in bankruptcy by or against, filing of application in any court for receiver for, or issuance of writ of garnishment or attachment in a suit or action against any party liable hereon or against any of the assets of any such party liable hereon, whether maker, endorser, surety or guarantor, or on the happening of any one or more of said events, the indebtedness evidenced hereby shall immediately become due and payable with interest to date or if interest has been prepaid, with unpaid interest credited, unless the holder shall on notice of such event elect to waive such acceleration by written notation hereon.

CAUTION-IT IS IMPORTANT THAT YOU THOROUGHLY
READ THIS CONTRACT BEFORE YOU SIGN IT

Ronnie G. Furpp (SEAL)
1008 Florence Avenue (SEAL)
Florence, Ala 36630

5484

No
Due 6-21-76 (61 days)
FORM 00-77-30-M-88-C-8-72

Endorse

RONNIE G. FURPP

END

7 9 0 1 0 1 5 4 3 6 5

For value received and in consideration of the credit given or discount, loan, or extension made by or upon the within note (the "Note"), which the undersigned requested, the undersigned (if more than one, jointly and severally) hereby (i) unconditionally guarantees to the payee hereof, its, his or her successors and assigns, and every subsequent holder of the Note (all collectively called the "Holder"), irrespective of the genuineness, validity, regularity or enforceability thereof, or of the obligation evidenced thereby, or of any collateral therefor, or the existence or extent of any such collateral, and irrespective of any other circumstance or condition, that all sums stated therein to be payable thereunder (principal, interest and charges) shall be promptly paid in full when due, in accordance with the provisions thereof at maturity, by acceleration or otherwise, and, in case of extension of time of payment in whole or in part, all said sums shall be promptly paid when due according to such extension or extensions at maturity by acceleration or otherwise; (ii) consents that from time to time, without notice to the undersigned, payment of any of said sums may be extended in whole or in part by indulgence hereof, by renewal note or notes or otherwise, and also that any of said collateral may be sold, exchanged, surrendered or otherwise dealt with as the Holder may determine, and that the Holder may take or refrain from taking any other action authorized by the Note, all without notice to, consent of or release of liability on the part of the undersigned; (iii) agrees to all the provisions of the Note; and (iv) agrees that the obligation of the undersigned shall be and remain unaffected, (a) by any understanding or agreement that any other person, firm or corporation was or is to sign or become bound on or for the Note; or (b) by resort on the part of the Holder to any other security or remedy for the collection of the indebtedness evidenced by the Note; or (c) by the death or bankruptcy of any one or more of the undersigned, if more than one, and in case of any such death or bankruptcy, by failure of the Holder to file claim against the estate of said decedent or bankrupt, as the case may be, for the amount of such decedent's or such bankrupt's liability hereunder. This instrument is executed under the seal of each of the undersigned.

CAUTION-IT IS IMPORTANT THAT YOU THOROUGHLY
READ THIS CONTRACT BEFORE YOU SIGN IT.

William D. Biggs (SEAL)

R. Lonnie Flippo (SEAL)

FORM 00-77-78-G

William D Biggs

R. Lonnie Flippo

MUR 527(78)-Respondent Exhibit L

79010154366

MUR 527(78)-Respondent Exhibit L

To: The Federal Election Commission

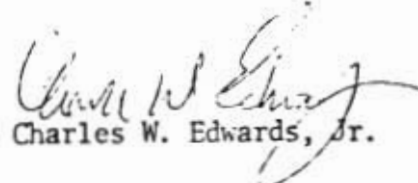
Subject: Committee to Elect Ronnie G. Flippo
MUR 527(78)

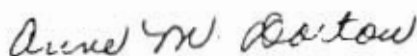
During Ronnie Flippo's 1976 campaign for Congress, I was President of Shoals National Bank of Florence, Alabama. I personally handled a loan to his campaign made March 18, 1976. This loan was a loan to his campaign committee directly, with only the Treasurer's signature. I was informed by the campaign Treasurer that he had verified with counsel, that this would not be a violation of any statute.

I had known Ronnie Flippo since his graduation from the University of Alabama, at which he received a Masters Degree in Business Administration, and was familiar with his personal financial affairs. He had done business with our bank, both personally, and in his professional capacity, as a Certified Public Accountant.

I knew that he would personally stand good for any possible unpaid loan to the campaign committee, and knew that given a reasonable time period for repayment, he had the capacity to do so. I had attended an organizational meeting of the campaign committee, knew those who were active in his fund raising campaign, and of their ability to raise funds to pay for the cost of the campaign. I was informed of the funds raised at the time of the primary election, and of the committee's indebtedness to the First National Bank of Birmingham. I felt safe in extending this loan to Ronnie Flippo. I had the added assurance that the campaign Treasurer would utilize his talents and position to see that this loan was retired in an expedient fashion, and would stand behind Ronnie Flippo, if the bank desired, to enable Ronnie Flippo to have time to sell his investment real estate for debt retiring, or to provide Ronnie Flippo time to retire the debt from his C.P.A. practice income.

This loan, as well as another made by another bank officer, was repaid in a prompt and orderly manner.


Charles W. Edwards, Jr.



Notary Public, State of Large, Ky.
My Commission expires Nov. 1, 1981

79040154367

MUR 527(78)-Respondent Exhibit M

MUR 527(78)-Respondent Exhibit M

79040154368

MUR 527(78)-Respondent Exhibit M

325 Nottingham Road
Florence, AL 35630
February 12, 1979

TO: The Federal Election Commission

SUBJECT: Committee to Elect Ronnie G. Flipppo
MUR 527(78)

79040154369

Since the inception of the Committee to Elect Ronnie G. Flipppo in early 1976, I have been the committee Treasurer. This was my first such experience, and I admit to being uninformed at the outset of the campaign with regard to Federal Election Commission regulations. We sought legal counsel in these matters from the beginning but there was no attorney in our area that was familiar with these matters. We did appoint Mr. Robert Walker of Florence as our counsel, and we tried to get the latest publications from the FEC. These did not arrive until after the primary election was completed. Therefore, even though we relied upon the best available counsel and attempted to become informed, we must admit that we were not fully informed when we transacted the loan agreements that are being contested by the FEC.

There were four loans during the campaign, and I will explain my actions pertaining to each.

- 1) The loan from me to the candidate of \$5,000.00 made on April 12, 1976, was made with the thought that this would be no different than the many other personal loans we had made each other over all of our lives. We are first cousins who were reared like brothers, and I had read newspaper stories about a Supreme Court case which seemed to sanction a candidate's family's support in an unlimited way.
- 2) The second loan was from The First National Bank of Birmingham, Alabama, of \$30,000 made on April 20, 1976, to the candidate. This loan was endorsed by William D. Biggs and me. We volunteered these endorsements so that funds could be raised quickly to meet television and radio deadlines for advertising schedules. We had certain knowledge that contributions were being collected that would cover these expenses but we had a short-term cash flow problem. The candidate had adequate investments in the form of real estate to cover this loan but executing the loan in the form of a second mortgage would have required that mortgage documents be prepared

Page 2
February 12, 1979

and would have taken too much time; therefore, I decided that personal endorsements would expedite matters and recommended this to Mr. Biggs and the banker, Mr. Holloway. I thought that these endorsements of a personal loan from the bank to the candidate would be acceptable to the FEC. I told Mr. Biggs and all other parties to the transaction that, since it was not a direct loan to the committee but to Ronnie personally, it would not be a violation of regulations. Our attorney agreed with this interpretation.

- 3) On March 18, 1976, I, as the committee Treasurer, negotiated a loan from the Shoals National Bank of Florence, Alabama, for \$33,000. The loan was made directly to the committee, and I signed it only as Treasurer, not individually or personally. Here again, we relied upon counsel who could find no fault with this arrangement.

This note was renewed several times while we were paying it down, and if I ever signed the renewals in any manner different than Treasurer, it was an unintentional, clerical error. I intended only to sign in a representative capacity.

- 4) A loan of \$10,000 was obtained from the Shoals National Bank on April 17, 1976. This loan was, in reality, an extension of the arrangements made pertaining to the \$33,000 loan discussed in (3) above. Again, I can only say that if I signed this note or any extension thereof in any way other than as Treasurer of the committee, it was unintentional. It was our agreement that these loans were being made directly to the committee with no additional security. Mr. Charles Edwards, Shoals National Bank President, who made these loans on behalf of the bank, was one of the committee's fund raisers. He had personal knowledge that funds were coming in and that the loans were safe and only needed to bridge a short-term cash flow shortfall.

I admit to being ill prepared when I assumed the Treasurer functions for the committee. I would remind the Commission that, at the time we started the campaign, regulations had not been published or at least we were not able to obtain them until the primary was over. We acted in good faith with advice of counsel, and reported every transaction in a timely manner to the Commission.

79040154370

Page 3
February 12, 1979

If we violated any regulations or laws, it was unintentional and, if the occasion ever arises where we participate in future federal elections, we will certainly not make the same mistakes again.

R. Lonnie Flippo
R. Lonnie Flippo

Beauden W. Patterson
Notary, State at Large, Alabama
My Commission Expires 12/27/80

72040154371

MUR 527(78)-Respondent Exhibit N

79010154372

MUR 527(78)-Respondent Exhibit N

COMMITTEE TO ELECT



C. Jerry Wheelchel, Chairman
Post Office Box 1221
Florence, Ala. 35630

RONNIE G. FLIPPO



Congressman
Ronnie G. Flippo
Fifth District, Alabama

February 27, 1979

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Re: MUR 527(78)

Dear Mr. Oldaker:

In this letter, I want to provide you with some of the background to my 1976 campaign and of my knowledge of those events which may assist you in understanding some of the issues which have been raised in the above-named inquiry. In early February, 1976 I was a member of the Alabama State Senate and had every intention of continuing in that post in the foreseeable future. On February 9, 1976 the man who had ably represented the 5th District of Alabama in Congress for as long as I could remember, Robert E. Jones, announced to the surprise of all, that he would not seek reelection. The filing deadline for the primary was less than three weeks away. Consequently, when my family, friends, and supporters began to discuss with me the possibility of my entrance in the primary we had very little time in which to make that fundamental decision and only three months to plan, organize, and run a campaign for the May 4, 1976 primary.

Right away, the campaign staff and I attempted to determine the requirements of the federal campaign laws as an integral part of our preparation, but we were hampered in our attempt by several factors. First of all, as I now understand it, major changes were made in the law beginning on January 1, 1975. As a result very few people in our District knew very much about this new law. Representative Jones had never run a very elaborate campaign and, in any event had not run under the 1974 Amendments. It had never occurred to me or my family to become experts in the federal campaign law before February, 1976 because I had not expected to run for federal office. I know that my campaign

72040154373

William C. Oldaker, Esq.

-2-

February 27, 1979

79040134374

staff in fact sought advice on election law matters from a Florence, Alabama attorney, but, unfortunately, because of the confusion existing in early 1976 apparently they did not receive the most accurate advice. Secondly, my campaign staff has told me that on numerous occasions in the Spring of 1976 they attempted to obtain information and briefing from the Federal Election Commission but they received very little, if any, assistance. I now understand that the Supreme Court's decision in Buckley v. Valeo in January, 1976 may have contributed to that uncertainty and confusion which existed at the Commission until the new amendments to the law were enacted in May of that year. During our primary and run-off campaigns my staff says that it was very difficult to receive complete or timely explanations from the Commission staff who did not help to educate them as well as I hoped. I might add that this is not anyone's fault nor am I being critical of the Commission - it is simply a fact that these circumstances adversely affected the ability of me and my campaign staff to determine the exact requirements of the law in the first part of 1976.

As I look back on my 1976 campaign, I realize that there were times when my staff and I, on occasion, took actions based on our understanding, which may have been an erroneous perception of what the campaign law required. My first cousin, R. Lonnie Flippo, served as my campaign treasurer during 1976. Lonnie and I were raised together, almost like brothers, and he is one of the family members to whom I am closest. On April 12, 1976 I went to Lonnie and borrowed \$5,000 personally from him; on the same day I made a loan of \$5,000 to my committee. At that time, I understood that family members of candidates could lawfully make such loans to the candidate and that this was within the Supreme Court's decision that a candidate and his family could make unlimited expenditures toward his own campaign. At that time I certainly had no idea that my cousin Lonnie would be limited to a \$1,000 contribution including loans to me in the primary, in the same way as any member of the general public.

Similarly, it was my understanding that after reading newspaper accounts of the Buckley decision I could spend as much of my own money on my own campaign as I wished. With this in mind, in April, 1976 I talked to Lonnie about taking out a personal loan against my personal assets from the First National Bank of Birmingham, Birmingham, Alabama. As campaign treasurer, Lonnie handled all of the financial details of the campaign, so he also handled the negotiations involved in this transaction and obtained a promissory note from the bank for me which I signed on the front as an individual. In signing this note for \$30,000, it was my complete understanding that I was pledging my personal assets, which at the time included my home (worth about \$80,000), my interest in some land near Florence, Alabama (worth about \$100,000), and a one-half interest in my accounting firm which had significant value as a going concern. After I signed the note I entrusted it to Lonnie and I assumed that Lonnie, personally, had taken it to the bank and obtained the loan of the \$30,000 on my signature pledged against my personal assets. In fact I did receive the \$30,000 from the bank and subsequently loaned that amount to my campaign committee.

William C. Oldaker, Esq.

-3-

February 27, 1979

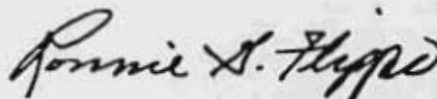
I did not learn until after the routine audit of my campaign was conducted that the back of this \$30,000 note was signed after I had signed it by Lonnie for the campaign committee and by Mr. William D. Biggs, a friend and business associate of Lonnie's. I did not ask either of these individuals to sign or endorse the note and I do not know why they signed. I was not asked by the bank to obtain any endorsers and as far as I understood, they were willing to make the loan on my signature.

Following the confusion of the 1976 campaign, I have personally organized the record keeping and campaign law compliance functions of my campaign committee so that even the most minor details of the campaign reports and activities are checked and double checked by my campaign staff and ultimately by me and my wife so that every detail is accurate and proper. I only wish we had had the opportunity and the background instruction that would have permitted us to do this in 1976 but unfortunately the circumstances did not allow it.

I appreciate very much the time which your staff auditors have spent with my campaign staff and the patience which they have shown in answering their questions and in listening to their explanations. I also know that these auditors have spent considerable time reviewing records with the campaign staff of the individuals who were my opponents in the 1976 primary and run-off elections and I think all this activity has made a great contribution as a political campaign law education program in the Fifth District of Alabama. This is no doubt a thankless job but I am glad to say that I think the central purpose of the law is being well served.

If I can provide any information in addition to that contained in this letter please do not hesitate to contact me.

Sincerely,



Ronnie G. Flippo

F:vw

79010154375

MUR 527(78)-Respondent Exhibit O

MUR 527(78)-Respondent Exhibit O

79040154376

**CENTRAL BANK OF ALABAMA, N.A.** P. O. BOX 127 HUNTSVILLE, ALABAMA 35804 205/833-6262

February 16, 1979

Federal Election Commission
Washington, D. C.

RE: Ronnie G. Flipppo

Gentlemen:

In 1976, I was a Senior Vice President and Commercial Loan Officer with The First National Bank of Birmingham, Birmingham, Alabama, and on or about April 20, 1976, as a Commercial Loan Officer with that bank I extended to Ronnie G. Flipppo a loan of \$30,000. I understand that this loan has come up for review and scrutiny with the Federal Election Commission.

Please allow me to assure you that as far as I was concerned this was a personal loan to Mr. Flipppo in the ordinary course of business. Mr. Flipppo had adequate assets to secure the loan and it was paid on a timely basis. The endorsements of Lonnie Flipppo and William Biggs were volunteered by them and were not solicited or required by the bank. Mr. Flipppo needed the money for immediate use. The time delay to draw and process more traditional security documents would have delayed the loan and personal endorsements were adequate for the bank's purpose on the short term transaction and hastened the completion of the loan on the date requested.

If this loan was in any way a violation of any regulation, I was not aware of it at the time, and I do not believe the borrowers or endorsers were aware of any violations. I also feel that the loan to Mr. Flipppo could have been justified as an extension of credit, unsecured and without endorsers at the time if it had been so requested.

Sincerely,

James L. Holloway
Administrative Vice President
Senior Loan Officer

JLH/jwr

cc: Carol Cuber
Ronnie G. Flipppo

Donna W. Sears
Notary Public, State of Large, Alabama
My Commission Expires 4-5-82

73940154377

MUR 527(78)-Respondent Exhibit P

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MUR 527(78)-Respondent Exhibit P

Federal Election Commission
Washington
District of Columbia

Re: Ronnie G. Flippo

Gentlemen:

During the month of April, 1976, I was interested in the campaign to elect Ronnie G. Flippo to Congress from this district. I had known Ronnie Flippo for many years prior to his election campaign, and we were personal friends.

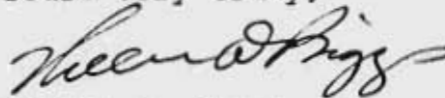
During the course of the campaign it was communicated to me by a member of the campaign committee that the committee would need a large amount of funds in order to meet the media schedule, and although contributions were coming in well, there was a time lag between receipt of funds and the need to purchase the media time. On one of these occasions Ronnie Flippo had made arrangements to borrow funds from The First National Bank of Birmingham, and because of the press of time I was requested, by the Committee treasurer, to endorse the note to facilitate the handling of the loan.

I had no reservation about endorsing this note, because I knew Ronnie Flippo had the resources and was of such character that the note would be repaid.

If this loan constituted a violation of any election law regulation I was not aware of it at the time, and I certainly do not believe that the persons who requested that I endorse it were aware that this was any possible violation.

I am convinced, as I have stated above, that, the loan to Mr. Flippo was justified on his own personal credit, and I simply endorsed it so that it would hasten the process of the loan for the distribution of the funds.

Yours very truly,



William D. Biggs

STATE OF ALABAMA
COUNTY OF LAUDERDALE

Subscribed and sworn to before me this 28th day of February, 1979.

Belinda W. Patterson
Notary Public

My Commission expires December 27, 1980.

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MUR 527(78)-Respondent Exhibit Q

MUR 527(78)-Respondent Exhibit Q

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Respondent's Proposed Draft
(additions to Commission draft are underlined)

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
)
William D. Biggs)

MUR 527(78)

CONCILIATION AGREEMENT

This matter having been initiated by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that William D. Biggs (hereinafter "the Respondent") has violated 2 U.S.C. § 441a(a)(1)(A):

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a)(5), do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. The Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. The Respondent enters into this agreement with the Commission voluntarily.

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

- A. On April 7, 1976, the Respondent made a contribution to the Committee to Elect Ronnie G. Flippo in the amount of \$1000.
- B. On April 20, 1976, the Respondent affixed his signature to the back of a promissory note in support of a \$30,000 loan to be obtained by Mr. Ronnie G. Flippo from the First National Bank of Birmingham.
- C. Respondent affixed his signature to the back of the note on his own volition, not at the request of the candidate or any official of the First National Bank of Birmingham.
- D. Respondent, by affixing his signature to the back of the note did not know or intend that his action would have legal significance under the Federal Election Campaign Act, as amended, in particular, 2 U.S.C. § 431(e)(1).
- E. On April 20, 1976, Mr. Ronnie G. Flippo made a loan of \$30,000 to the Committee to Elect Ronnie G. Flippo.
- F. The above \$30,000 loan accepted by Mr. Ronnie G. Flippo from the First National Bank of Birmingham was transferred to the Shoals National Bank of Florence after September 7, 1976.

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G. On July 26, 1976, the Committee to Elect Ronnie G. Flipppo began making payments on the \$30,000 loan accepted from Mr. Ronnie G. Flipppo. The first installment was paid to Mr. Flipppo in the amount of \$4500, and on October 22, 1976, the Committee made the last payment to the Shoals National Bank in the amount of \$4000.

H. The final three installments made by the Committee to Elect Ronnie G. Flipppo on the \$30,000 loan obtained from Mr. Ronnie G. Flipppo were paid directly to the Shoals National Bank of Florence.

WHEREFORE, the Respondent agrees:

- A. That the Respondent affixed his signature to the back of a promissory note with regard to a \$30,000 loan obtained by Mr. Ronnie G. Flipppo from the First National Bank of Birmingham on April 20, 1976.
- B. That Respondent's action had legal significance under 2 U.S.C. § 431(e)(1) of which Respondent was not aware.
- C. That on April 20, 1976, Mr. Ronnie G. Flipppo made a \$30,000 loan to the Committee to Elect Ronnie G. Flipppo.

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- D. That the Respondent endorsed the promissory note supporting the \$30,000 loan obtained by Mr. Ronnie G. Flipppo from the First National Bank of Birmingham for purposes of influencing Mr. Flipppo's nomination for election to Federal office.
- E. That an endorsement of a bank loan to be used to influence the nomination for election of a person to Federal office constitutes a contribution to such person under 2 U.S.C. § 431(e)(1).
- F. That endorsements of a bank loan to be used to influence the nomination for election of any person to Federal office are to be considered contributions by each endorser in proportion of the unpaid balance thereof that each endorser or guarantor bears to the total number of endorsers or guarantors. 2 U.S.C. § 431(e)(5).
- G. That according to the letter of the law of which Respondent at the time of his signing was unaware, Respondent was one of two endorsers of the promissory note with regard to the \$30,000 loan.
- H. That the Respondent's proportion of the unpaid balance of the \$30,000 loan obtained by Mr. Ronnie G. Flipppo from the First National Bank of Birmingham was initially \$15,000.

- I. That Respondent's total contributions to Mr. Ronnie G. Flipppo and the Committee to Elect Ronnie G. Flipppo were \$16,000.
- J. That total contributions of \$16,000 for one election constitute a violation of 2 U.S.C. § 441a(a)(1)(A).
- K. That Respondent's violation of 2 U.S.C. § 441a(a)(1)(A) was not made knowingly or willfully in violation of this or any other federal laws.
- L. That the Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.
- V. General Conditions
- A. 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.
- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar

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to any further action by the Commission with regard to the matter set forth in this Agreement.

- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

Date

William C. Oldaker
General Counsel
Federal Election Commission

William D. Biggs

7 9 0 4 0 1 5 4 3 8 6

MUR 527(78)-Respondent Exhibit R

7 9 0 4 0 1 5 4 3 8 7

MUR 527(78)-Respondent Exhibit R

In the Matter of)
)
R. Lonnie Flipppo)

CONCILIATION AGREEMENT

WHEREFORE, the Commission and the Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a)(5), do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. The Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. The Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent facts in this matter are as follows:
 - A. The Respondent served as treasurer of the Committee to Elect Ronnie G. Flipppo (hereinafter "the Committee") during the 1976 election year.
 - B. On March 18, 1976, the Committee per its agent R. Lonnie Flipppo, who signed the instrument "R. Lonnie Flipppo - Chairman" obtained a loan from the Shoals

National Bank of Florence, Florence, Alabama, in the sum of \$33,000.

- C. Two 30-day extension agreements pertaining to the above \$33,000 loan were negotiated on April 17, 1976, and May 17, 1976, on behalf of the Committee.
- D. Each of the two extension agreements pertaining to the above loan was signed: "Maker: Committee to Elect Ronnie G. Flippo; Dealer or Endorser: R. Lonnie Flippo". In each instance, R. Lonnie Flippo signed his name as the agent of the Committee.
- E. The President of the Shoals National Bank who handled the \$33,000 loan understood that he was making the loan to the Committee, via its agent, R. Lonnie Flippo.
- F. On April 19, 1976, the Committee, per its agent, R. Lonnie Flippo, obtained a loan from the Shoals National Bank of Florence, Florence, Alabama, in the sum of \$10,000.
- G. The 90-day promissory note in support of the \$10,000 loan obtained by the Committee from the Shoals National Bank was signed "Committee to Elect Ronnie G. Flippo; R. Lonnie Flippo".
- H. As with the \$33,000 note the President of Shoals National Bank understood that he was making a \$10,000 loan to the Committee, per Respondent, its agent.
- I. On April 12, 1976, the Respondent made a personal loan of \$5000 to Mr. Ronnie G. Flippo (hereinafter "the Candidate"). Respondent enjoys a close family relationship with the Candidate - they are first cousins.

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- J. On April 12, 1976, the Candidate made a loan of \$5000 to the Committee.
- K. On April 20, 1976, the Candidate obtained a personal loan in the sum of \$30,000 from the First National Bank of Birmingham, Birmingham, Alabama. At the time of this loan, the Candidate had sufficient personal assets to cover the proceeds of the loan.
- L. The 60-day promissory note in support of the above \$30,000 loan obtained by the Candidate was signed by the Candidate and signed on the back by the Respondent, in his capacity as Committee Treasurer and Mr. William D. Biggs.
- M. The fact that Respondent affixed his signature as a representative of the Committee was known and understood by the officers of the First National Bank of Birmingham, Birmingham, Alabama.
- N. Neither Respondent nor Mr. William Biggs were asked by any representative of the First National Bank of Birmingham or by the Candidate to sign or endorse the note; they volunteered their signatures.
- O. On April 20, 1976, the Candidate made a loan to the Committee of \$30,000.
- P. The loan obtained by the Candidate from the First National Bank of Birmingham was transferred to the Shoals National Bank of Florence after September 7, 1976.
- Q. On April 29, 1976, the Committee made the first payment on the \$33,000 and \$10,000 loans obtained from the Shoals National Bank; this first payment was in the sum of \$3500.

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- R. On April 22 and 24, 1976, the Committee repaid the \$5000 loan obtained from the Candidate, the installments involved were \$2000 and \$3000, respectively.
- S. On July 26, 1976, the Committee made the first payment on the \$30,000 loan obtained from the Candidate; this first payment was in the sum of \$4500.
- T. The first four payments on the \$30,000 loan obtained by the Candidate were paid by the Committee to the Candidate, while the final three payments were made directly to the Shoals National Bank.
- U. On March 16, 1976, March 23, 1976, and April 2, 1976, the Respondent made contributions in cash to the Committee. These contributions were in the sums of \$500, \$20, and \$400 respectively, for a total of \$920.

WHEREFORE, the Respondent agrees:

- A. That Respondent signed two 30-day extension agreements pertaining to the \$33,000 loan obtained by the Committee from the Shoals National Bank of Florence, Florence, Alabama, on March 18, 1976.
- B. That Respondent's signatures on these two 30-day extension agreements were intended and were understood by bank officers to have been made in a representative capacity.
- C. Neither Respondent nor the officers of the Shoals National Bank intended that Respondent be rendered personally liable on the note.

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- D. The Respondent signed the promissory note in support of the \$10,000 loan obtained by the Committee from the Shoals National Bank of Florence on April 19, 1976 in a representative capacity.
- E. The officers of the Shoals National Bank accepted Respondent's signature on the note as that of a representative of the Committee.
- F. On April 12, 1976, the Respondent made a loan of \$5000 to the Candidate.
- G. On April 12, 1976, the Candidate made a loan of \$5000 to the Committee.
- H. The loan made by the Respondent to the Candidate on April 12, 1976, in the sum of \$5000 was made for the purpose of influencing the nomination for election of the Candidate to Federal office.
- I. A loan made for the purpose of influencing the nomination for election of a candidate to Federal office constitutes a contribution under 2 U.S.C. § 431(e)(1).
- J. At the time of the loan, Respondent understood that the contribution limits in § 441a(a)(1)(A) did not apply to a contribution by a member of the Candidate's family.
- K. On January 30, 1976, the Supreme Court had in Buckley v. Valeo, invalidated the overall limitation on contributions by a candidate and his family (formerly, 18 U.S.C. §608(a)) and the applicability of contribution

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limitations on family members was not clarified until the enactment of P.L. 94-283 (May 11, 1976), and therefore, on April 12, 1976, the legal status of family loans was at best, unclear.

- L. On April 20, 1976, the Respondent affixed his signature to the back of a promissory note in support of a \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham, Birmingham, Alabama. The Respondent's signature was one of two on the note.
- M. On April 20, 1976, the Candidate made a loan of \$30,000 to the Committee.
- N. The Respondent signed the back of the promissory note supporting the \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham in a representative capacity, as Committee Treasurer.
- O. Neither the First National Bank of Birmingham, nor Respondent intended that he be held personally liable on the note in the event of the default of the maker.
- P. On March 16, 1976, March 23, 1976, and April 2, 1976, the Respondent made contributions in cash to the Committee totaling \$920.
- Q. Cash contributions in excess of \$100 per campaign constitute a violation of 2 U.S.C. § 441g by the contributor.
- R. The Respondent's total contributions to the Candidate and the Committee prior to the primary election of 1976 equaled \$5,920.

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- S. Contributions from an individual totaling \$5,920 for one election constitute a violation of 2 U.S.C. § 441a(a)(1)(A).
- T. The Respondent is in violation of 2 U.S.C. § 441g and 2 U.S.C. § 441a(a)(1)(A). This violation was not knowing or willful; Respondent believed that, as a family member of the Candidate, the limitations in § 441a(a)(1)(A) did not apply.
- U. The Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.

V. General Conditions

- A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.
- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.

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- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

FEDERAL ELECTION COMMISSION

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

R. Lonnie Flippo

79040154395

MUR 527(78)-Respondent Exhibit S

MUR 527(78)-Respondent Exhibit S

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Respondent's Proposed Draft
(additions to Commission Draft
are underlined)

MUR 527(78)-Respondent Exhibit S

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
) MUR 527(78)
Committee to Elect Ronnie G. Flipppo)

CONCILIATION AGREEMENT

This matter having been initiated by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that the Committee to Elect Ronnie G. Flipppo (hereinafter "the Respondent") has violated 2 U.S.C. § 441a(f) and 2 U.S.C. § 432(c):

WHEREFORE, the Commission and the Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a)(5), do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. The Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. The Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent facts in this matter are as follows:
 - A. The Respondent's treasurer during the 1976 election year was Mr. R. Lonnie Flipppo.

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- 79040154393
- B. On March, 18, 1976, the Respondent per its agent, R. Lonnie Flipppo obtained a loan from the Shoals National Bank of Florence, Florence, Alabama, in the sum of \$33,000.
- C. Two 30-day extension agreements pertaining to the above \$33,000 loan were negotiated on April 17, 1976, and May 17, 1976, on behalf of Respondent by R. Lonnie Flipppo.
- D. Each of the two extension agreements pertaining to the above \$33,000 loan was signed: "Maker: Committee to Elect Ronnie G. Flipppo; Dealer or Endorser, R. Lonnie Flipppo". In each instance, R. Lonnie Flipppo signed his name as the agent of Respondent.
- E. On April 19, 1976, the Respondent via its agent, R. Lonnie Flipppo, obtained a loan from the Shoals National Bank of Florence, Florence Alabama, in the sum of \$10,000.
- F. The 90-day promissory note in support of the \$10,000 loan obtained by the Respondent from the Shoals National Bank was signed "Committee to Elect Ronnie G. Flipppo; R. Lonnie Flipppo".
- G. On April 12, 1976, Mr. R. Lonnie Flipppo made a personal loan of \$5,000 to Mr. Ronnie G. Flipppo (hereinafter "the Candidate"), who is his first cousin.

- H. On April 12, 1976, the Candidate made a loan to the Respondent in the sum of \$5,000.
- I. On April 20, 1976, the Candidate obtained a personal loan in the sum of \$30,000 from the First National Bank of Birmingham, Birmingham, Alabama.
- J. At the time of this loan, the Candidate had sufficient personal assets to cover the proceeds of the loan.
- K. The 60-day promissory note in support of the above \$30,000 loan obtained by the Candidate was signed by the Candidate and signed on the back by Mr. R. Lonnie Flipppo, in his capacity as Committee Treasurer and Mr. William D. Biggs.
- L. On April 20, 1976, the Candidate made a loan to the Respondent in the sum of \$30,000.
- M. The loan obtained by the Candidate from the First National Bank of Birmingham was transferred to the Shoals National Bank of Florence after September 7, 1976.
- N. On April 29, 1976, the Respondent made the first payment on the \$33,000 and \$10,000 loans obtained from the Shoals National Bank; this first payment was in the sum of \$3,500.
- O. On April 22 and 24, 1976, the Respondent repaid the \$5,000 loan obtained from the Candidate, the installments being \$2,000 and \$3,000 respectively.

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- P. On July 26, 1976, the Respondent made the first payment on the \$30,000 loan obtained from the Candidate; this first payment was in the sum of \$4,500.
- Q. The first four payments on the \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham and later transferred to the Shoals National Bank of Florence were paid by the Respondent to the Candidate, while the final three payments were made directly to the Shoals National Bank.
- R. On April 17, 1976, Mr. William D. Biggs made a contribution to the Respondent in the amount of \$1,000.
- S. On March 16, March 23, and April 2, 1976, Mr. R. Lonnie Flipppo made cash contributions to the Respondent totaling \$920.

WHEREFORE, the Respondent agrees:

- A. That Mr. R. Lonnie Flipppo on behalf of Respondent signed two 30-day extension agreements pertaining to the \$33,000 loan obtained by the Respondent from the Shoals National Bank of Florence on March 18, 1976.
- B. Mr. R. Lonnie Flipppo's signatures on these two 30-day extension agreements were included and were understood by bank officers to have been made in a representative capacity, on behalf of Respondent, which was thereby rendered liable on the note.

- 7 2 0 4 0 1 5 4 4 0 1
- C. Mr. R. Lonnie Flipppo as the agent of Respondent signed the promissory note in support of the \$10,000 loan obtained by the Respondent from the Shoals National Bank of Florence on April 19, 1976.
- D. The signature on the promissory note in support of the above \$10,000 loan was understood by the bank officers to indicate that Mr. F. Lonnie Flipppo signed in a representative capacity, and Respon-
dent was thus rendered liable on the note.
- E. On April 12, 1976, Mr. R. Lonnie Flipppo made a personal loan to the Candidate, his cousin, in the sum of \$5,000.
- F. On April 12, 1976, the Candidate made a loan to the Respondent in the sum of \$5,000.
- G. The loan made by Mr. R. Lonnie Flipppo to the Candidate on April 12, 1976, in the sum of \$5,000 was made for the purpose of influencing the nomination for election of the Candidate to Federal office.
- H. A loan made for the purpose of influencing the nomination for election of a candidate to Federal office constitutes a contribution under 2 U.S.C. § 431(e)(1).
- I. At the time of this loan, R. Lonnie Flipppo, the Candidate, and Respondent understood that the con-
tribution limits of § 441a(a)(1)(A) did not apply
to a contribution by a member of the Candidate's
family.

- J. On April 20, 1976, Mr. R. Lonnie Flipppo and Mr. William D. Biggs signed the back of a promissory note in support of a \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham.
- K. On April 20, 1976, the Candidate made a loan of \$30,000 to the Committee.
- L. Mr. R. Lonnie Flipppo, signing on behalf of Respondent, and Mr. William D. Biggs signed the promissory note supporting the \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham for purposes of influencing the Candidate's nomination for election to Federal office.
- M. The endorsement of a promissory note in support of a bank note which is to be used for purposes of influencing the nomination for election of a person to Federal office constitutes a contribution to such person or to a committee under 2 U.S.C. § 431(e)(1).
- N. Endorsements of a bank loan to be used to influence the nomination for election of any person to Federal office are to be considered contributions by each endorser or guarantor in proportion of the unpaid balance thereof that each endorser or guarantor bears to the total number of endorsers or guarantors. 2 U.S.C. § 431(e)(5).

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- O. Respondent's and Mr. William D. Biggs' proportions of the unpaid balance of the \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham were initially \$15,000 each.
- P. Mr. R. Lonnie Flipppo's total contributions to the Respondent prior to the primary election of 1976 totaled \$5,920.
- Q. Mr. William D. Biggs' total contributions to the Respondent prior to the primary election of 1976 totaled \$16,000.
- R. Contributions from an individual totaling \$5,000 or \$16,000 constitute violation of 2 U.S.C. § 441a (a)(1)(A) by the individual involved.
- S. Acceptance by a committee of contributions from individuals which are in violation of 2 U.S.C. § 441a(a)(1)(A) place the committee in violation of 2 U.S.C. § 441a(f).
- T. The Respondent is in technical violation of 2 U.S.C. § 441a(f) for having accepted excessive contributions from Mr. R. Lonnie Flipppo and Mr. William D. Biggs.
- U. Respondent's violation was neither knowing nor willful.
- V. The Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.

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V. General Conditions

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- A. The commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter at issue herein, or on its own motion, may review compliance with this Agreement. If the Commission believes that this Agreement or any requirements thereof have been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.
- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g (a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

FEDERAL ELECTION COMMISSION

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

R. Lonnie Flippo
Treasurer
Committee to Elect
Ronnie G. Flippo

MUR 527(78)-Respondent Exhibit T

72040154405

MUR 527(78)-Respondent Exhibit T

Summary - Financing of Major Candidates 5th District Democratic Primary and Runoff 1976

| | Runoff | | Primary | | | | |
|---|-----------------|-----------------|--------------------------------------|--------------------------------------|-----------|----------|----------|
| | Eyster Total | Flippo Total | Eyster 10 Days Before May 4 | Flippo 10 Days Before May 4 | McLain | Machen | Potts |
| Total Loans Reported From Feb. 13 | \$72,200 | \$78,000 | \$33,200 | \$48,000 | \$87,293 | -0- | \$44,400 |
| Estimated Total Expenditures From Feb. 13 | \$202,856 | \$175,692 | \$79,175 | \$76,293 | \$109,480 | \$59,146 | \$79,037 |
| ns Reported Outstanding End of Year | \$53,083 | -0- | See Runoff | See Runoff | \$63,266 | -0- | \$39,800 |
| Vote Position | 2nd | 1st | 2nd | 1st | 5th | 3rd | 4th |
| Vote Percent | 40.6% | 59.4% | 21.5% | 24.3% | 11.2% | 16.3% | 13.9% |



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

MEMORANDUM TO

CHARLES STEELE

FROM:

MARJORIE W. EMMONS

more by fe

DATE:

MAY 9, 1979

SUBJECT:

MUR 527 (78) - Interim Conciliation
Report dated 5-7-79; Received in
OCS 5-7-79, 3:17

The above-named document was circulated on a 24
hour no-objection basis at 2:30, May 8, 1979.

The Commission Secretary's Office has received
no objections to the Interim Conciliation Report as of
3:00 this date.

79040154407

May 7, 1979

MEMORANDUM TO: Marge Emmons
FROM: Elissa T. Garr
SUBJECT: MUR 527

Please have the attached Interim Concil Report
on MUR 527 distributed to the Commission.

Thank you.

79040134403

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
Committee to Elect)
Ronnie G. Flippo, et al.)

MUR 527 (78)

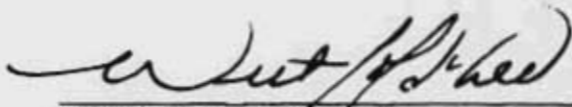
INTERIM CONCILIATION REPORT

This Office has now received through counsel responses from all respondents in this matter. Also in hand are affidavits submitted by the bank officials involved in two of the loans to the committee at issue; these affidavits concern the understanding of the banks as to who was to be liable in the event of default on loan repayments.

A meeting is being scheduled with counsel for the respondents to attempt to reach final agreement on the language of all conciliation agreements, the persons who will be required to sign such agreements and the amounts of civil penalties to be paid.

Date

5/2/79


William C. Oldaker
General Counsel

79 MAY 7 P 33 17

72040154409



FEDERAL ELECTION COMMISSION

1125 K STREET N.W.
WASHINGTON, D.C. 20463

MEMORANDUM TO CHARLES STEELE
FROM: MARJORIE W. EMMONS *mwe*
DATE: APRIL 2, 1979
SUBJECT: MUR 527 (78) - Interim Conciliation
 Report dated 3-28-79;
 Received in OCS 3-30-79,
 10:54

The above-named document was circulated on a 24
hour no-objection basis at 4:30, March 30, 1979.

The Commission Secretary's Office has received
no objections to the Interim Conciliation Report as of
4:30 this date.

77719134410

March 30, 1979

MEMORANDUM TO: Marge Emmons
FROM: Elissa T. Garr
SUBJECT: MUR 527

Please have the attached Interim Concil Report on
MUR 527 distributed to the Commission.

Thank you.

72210134411

RECEIVED
OFFICE OF THE
COMMISSION SECRETARY

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

Committee to Elect Ronnie G. Flippo, et al.

79 MAR 30 AIO: 54
) MUR 527(78)
)

INTERIM CONCILIATION REPORT

79040154412

Since this Office submitted its last interim conciliation report counsel for all respondents has submitted a number of additional documents including a letter from the loan officer responsible for the \$30,000 loan obtained by the committee from the Bank of Birmingham and responses from Ronnie G. Flippo, R. Lonnie Flippo, and William D. Biggs. All documents submitted are now being studied carefully in order to determine whether they are sufficient to resolve the complicated issues involved in this matter.

3/20/79
Date

William C. Oldaker
William C. Oldaker
General Counsel

200#
9579

WILLIAMS & JENSEN
A PROFESSIONAL CORPORATION
LAWYERS

1101 CONNECTICUT AVENUE, N.W.
WASHINGTON, D.C. 20036

March 13, 1979

TELEPHONE
(202) 659-8201

PAUL ARNESON
GAIL E. BOWMAN
JAMES P. CLARK
WINFIELD P. CRIGLER
DONALD C. EVANS, JR.
ROBERT E. GLENNON
ROBERT E. JENSEN
CAROLE L. KUEBLER
FORBES MANER
JOHN J. McMACKIN, JR. *
GEORGE G. OLSEN
CLIFTON PETER ROSE
MEREDITH S. SENTER, JR.
MARY LYNNE WHALEN
J. D. WILLIAMS

HAND DELIVER

* NOT ADMITTED IN D.C.

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Re: MUR 527(78)

Dear Mr. Oldaker:

Enclosed is an original document forwarded to me
by William D. Biggs relating to the above-captioned matter.

Please call me if there are any questions.

Sincerely,

Carole L. Kuebler
Carole L. Kuebler

CLK:lg

Enclosure

cc: Honorable Ronnie G. Flipppo

7 9 0 4 0 1 5 4 4 1 3

79 MAR 13 P2:26

Federal Election Commission
Washington
District of Columbia

Re: Ronnie G. Flippo

Gentlemen:

During the month of April, 1976, I was interested in the campaign to elect Ronnie G. Flippo to Congress from this district. I had known Ronnie Flippo for many years prior to his election campaign, and we were personal friends.

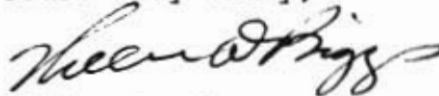
During the course of the campaign it was communicated to me by a member of the campaign committee that the committee would need a large amount of funds in order to meet the media schedule, and although contributions were coming in well, there was a time lag between receipt of funds and the need to purchase the media time. On one of these occasions Ronnie Flippo had made arrangements to borrow funds from The First National Bank of Birmingham, and because of the press of time I was requested, by the Committee treasurer, to endorse the note to facilitate the handling of the loan.

I had no reservation about endorsing this note, because I knew Ronnie Flippo had the resources and was of such character that the note would be repaid.

If this loan constituted a violation of any election law regulation I was not aware of it at the time, and I certainly do not believe that the persons who requested that I endorse it were aware that this was any possible violation.

I am convinced, as I have stated above, that, the loan to Mr. Flippo was justified on his own personal credit, and I simply endorsed it so that it would hasten the process of the loan for the distribution of the funds.

Yours very truly,



William D. Biggs

STATE OF ALABAMA
COUNTY OF LAUDERDALE

Subscribed and sworn to before me this 28th day of February, 1979.

John A. [illegible]
Notary Public

My Commission expires December 27, 1980.

7 2 0 1 0 1 5 4 4 1 4

ORIGINAL DOCUMENT

300#
9482

WILLIAMS & JENSEN
A PROFESSIONAL CORPORATION
LAWYERS

1101 CONNECTICUT AVENUE, N.W.
WASHINGTON, D.C. 20036

TELEPHONE
(202) 659-8201

March 2, 1979

PAUL ARNESON
GAIL E. BOWMAN
JAMES P. CLARK
WINFIELD P. CRIGLER
DONALD C. EVANS, JR.
ROBERT E. GLENNON
ROBERT E. JENSEN
CAROLE L. KUEBLER
FORBES MANER
JOHN J. McMACKIN, JR. *
GEORGE G. OLSEN
CLIFTON PETER ROSE
MEREDITH S. SENTER, JR.
MARY LYNNE WHALEN
J. D. WILLIAMS

HAND DELIVER

* NOT ADMITTED IN D.C.

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Re: MUR 527(78)

Dear Mr. Oldaker:

Enclosed are the following explanatory documents
pertaining to the above-captioned matter:

Letter, February 16, 1979, from James L.
Holloway, formerly Senior Vice President
and Commercial Loan Officer with the First
National Bank of Birmingham,

Letter, February 12, 1979, from R. Lonnie
Flippo, Treasurer, Committee to Elect
Ronnie G. Flippo,

Letter, February 27, 1979, from Rep. Ronnie
G. Flippo.

These should serve to complete the additional documenta-
tion which your staff requested. Please call me if there are
any questions.

Sincerely,

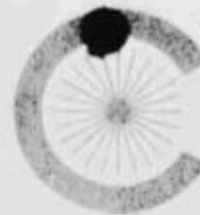

Carole L. Kuebler

CLK:lg

Enclosures

cc: Hon. Ronnie G. Flippo

72040154415



CENTRAL BANK OF ALABAMA, N.A. P. O. BOX 127 HUNTSVILLE, ALABAMA 35804 205/533-6262

February 16, 1979

Federal Election Commission
Washington, D. C.

RE: Ronnie G. Flippo

Gentlemen:

In 1976, I was a Senior Vice President and Commercial Loan Officer with The First National Bank of Birmingham, Birmingham, Alabama, and on or about April 20, 1976, as a Commercial Loan Officer with that bank I extended to Ronnie G. Flippo a loan of \$30,000. I understand that this loan has come up for review and scrutiny with the Federal Election Commission.

Please allow me to assure you that as far as I was concerned this was a personal loan to Mr. Flippo in the ordinary course of business. Mr. Flippo had adequate assets to secure the loan and it was paid on a timely basis. The endorsements of Lonnie Flippo and William Biggs were volunteered and they were not solicited or required by the bank. Mr. Flippo needed the money for immediate use. The time delay to draw and process more traditional security documents would have delayed the loan and personal endorsements were adequate for the bank's purpose on the short term transaction and hastened the completion of the loan on the date requested.

If this loan was in any way a violation of any regulation, I was not aware of it at the time, and I do not believe the borrowers or endorsers were aware of any violations. I also feel that the loan to Mr. Flippo could have been justified as an extension of credit, unsecured and without endorsers at the time if it had been so requested.

Sincerely,

James L. Holloway
Administrative Vice President
Senior Loan Officer

JLH/jwr

cc: Carol Cuber
Ronnie G. Flippo

Donna W. Sears
Notary Public, State at Large, Alabama
My Commission Expires 4-5-82

79010134415

325 Nottingham Road
Florence, AL 35630
February 12, 1979

TO: The Federal Election Commission

SUBJECT: Committee to Elect Ronnie G. Flippo
MUR 527(78)

7 7 7 4 0 1 3 4 4 1 7

Since the inception of the Committee to Elect Ronnie G. Flippo in early 1976, I have been the committee Treasurer. This was my first such experience, and I admit to being uninformed at the outset of the campaign with regard to Federal Election Commission regulations. We sought legal counsel in these matters from the beginning but there was no attorney in our area that was familiar with these matters. We did appoint Mr. Robert Walker of Florence as our counsel, and we tried to get the latest publications from the FEC. These did not arrive until after the primary election was completed. Therefore, even though we relied upon the best available counsel and attempted to become informed, we must admit that we were not fully informed when we transacted the loan agreements that are being contested by the FEC.

There were four loans during the campaign, and I will explain my actions pertaining to each.

- 1) The loan from me to the candidate of \$5,000.00 made on April 12, 1976, was made with the thought that this would be no different than the many other personal loans we had made each other over all of our lives. We are first cousins who were reared like brothers, and I had read newspaper stories about a Supreme Court case which seemed to sanction a candidate's family's support in an unlimited way.
- 2) The second loan was from The First National Bank of Birmingham, Alabama, of \$30,000 made on April 20, 1976, to the candidate. This loan was endorsed by William D. Riggs and me. We volunteered these endorsements so that funds could be raised quickly to meet television and radio deadlines for advertising schedules. We had certain knowledge that contributions were being collected that would cover these expenses but we had a short-term cash flow problem. The candidate had adequate investments in the form of real estate to cover this loan but executing the loan in the form of a second mortgage would have required that mortgage documents be prepared

and would have taken too much time; therefore, I decided that personal endorsements would expedite matters and recommended this to Mr. Biggs and the banker, Mr. Holloway. I thought that these endorsements of a personal loan from the bank to the candidate would be acceptable to the FEC. I told Mr. Biggs and all other parties to the transaction that, since it was not a direct loan to the committee but to Ronnie personally, it would not be a violation of regulations. Our attorney agreed with this interpretation.

- 3) On March 18, 1976, I, as the committee Treasurer, negotiated a loan from the Shoals National Bank of Florence, Alabama, for \$33,000. The loan was made directly to the committee, and I signed it only as Treasurer, not individually or personally. Here again, we relied upon counsel who could find no fault with this arrangement.

This note was renewed several times while we were paying it down, and if I ever signed the renewals in any manner different than Treasurer, it was an unintentional, clerical error. I intended only to sign in a representative capacity.

- 4) A loan of \$10,000 was obtained from the Shoals National Bank on April 17, 1976. This loan was, in reality, an extension of the arrangements made pertaining to the \$33,000 loan discussed in (3) above. Again, I can only say that if I signed this note or any extension thereof in any way other than as Treasurer of the committee, it was unintentional. It was our agreement that these loans were being made directly to the committee with no additional security. Mr. Charles Edwards, Shoals National Bank President, who made these loans on behalf of the bank, was one of the committee's fund raisers. He had personal knowledge that funds were coming in and that the loans were safe and only needed to bridge a short-term cash flow shortfall.

I admit to being ill prepared when I assumed the Treasurer functions for the committee. I would remind the Commission that, at the time we started the campaign, regulations had not been published or at least we were not able to obtain them until the primary was over. We acted in good faith with advice of counsel, and reported every transaction in a timely manner to the Commission.

7 2 0 1 0 1 5 4 4 1 8

Page 3
February 12, 1979

If we violated any regulations or laws, it was unintentional and, if the occasion ever arises where we participate in future federal elections, we will certainly not make the same mistakes again.

R. Lonnie Flippo
R. Lonnie Flippo

Rebecca W. Patterson
Notary, State at Large, Alabama
My Commission Expires 12/27/80

79040154419

COMMITTEE TO ELECT



C. Jerry Wheelchel, Chairman
Post Office Box 1221
Florence, Ala. 35630

RONNIE G. FLIPPO



Congressman
Ronnie G. Flippo
Fifth District, Alabama

February 27, 1979

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Re: MUR 527(78)

Dear Mr. Oldaker:

In this letter, I want to provide you with some of the background to my 1976 campaign and of my knowledge of those events which may assist you in understanding some of the issues which have been raised in the above-named inquiry. In early February, 1976 I was a member of the Alabama State Senate and had every intention of continuing in that post in the foreseeable future. On February 9, 1976 the man who had ably represented the 5th District of Alabama in Congress for as long as I could remember, Robert E. Jones, announced to the surprise of all, that he would not seek reelection. The filing deadline for the primary was less than three weeks away. Consequently, when my family, friends, and supporters began to discuss with me the possibility of my entrance in the primary we had very little time in which to make that fundamental decision and only three months to plan, organize, and run a campaign for the May 4, 1976 primary.

Right away, the campaign staff and I attempted to determine the requirements of the federal campaign laws as an integral part of our preparation, but we were hampered in our attempt by several factors. First of all, as I now understand it, major changes were made in the law beginning on January 1, 1975. As a result very few people in our District knew very much about this new law. Representative Jones had never run a very elaborate campaign and, in any event had not run under the 1974 Amendments. It had never occurred to me or my family to become experts in the federal campaign law before February, 1976 because I had not expected to run for federal office. I know that my campaign

79040154420

February 27, 1979

7 9 0 4 0 1 5 4 4 2 1

staff in fact sought advice on election law matters from a Florence, Alabama attorney, but unfortunately, because of the confusion existing in early 1976 apparently they did not receive the most accurate advice. Secondly, my campaign staff has told me that on numerous occasions in the Spring of 1976 they attempted to obtain information and briefing from the Federal Election Commission but they received very little, if any, assistance. I now understand that the Supreme Court's decision in Buckley v. Valeo in January, 1976 may have contributed to that uncertainty and confusion which existed at the Commission until the new amendments to the law were enacted in May of that year. During our primary and run-off campaigns my staff says that it was very difficult to receive complete or timely explanations from the Commission staff who did not help to educate them as well as I hoped. I might add that this is not anyone's fault nor am I being critical of the Commission - it is simply a fact that these circumstances adversely affected the ability of me and my campaign staff to determine the exact requirements of the law in the first part of 1976.

As I look back on my 1976 campaign, I realize that there were times when my staff and I, on occasion, took actions based on our understanding, which may have been an erroneous perception of what the campaign law required. My first cousin, R. Lonnie Flippo, served as my campaign treasurer during 1976. Lonnie and I were raised together, almost like brothers, and he is one of the family members to whom I am closest. On April 12, 1976 I went to Lonnie and borrowed \$5,000 personally from him; on the same day I made a loan of \$5,000 to my committee. At that time, I understood that family members of candidates could lawfully make such loans to the candidate and that this was within the Supreme Court's decision that a candidate and his family could make unlimited expenditures toward his own campaign. At that time I certainly had no idea that my cousin Lonnie would be limited to a \$1,000 contribution including loans to me in the primary, in the same way as any member of the general public.

Similarly, it was my understanding that after reading newspaper accounts of the Buckley decision I could spend as much of my own money on my own campaign as I wished. With this in mind, in April, 1976 I talked to Lonnie about taking out a personal loan against my personal assets from the First National Bank of Birmingham, Birmingham, Alabama. As campaign treasurer, Lonnie handled all of the financial details of the campaign, so he also handled the negotiations involved in this transaction and obtained a promissory note from the bank for me which I signed on the front as an individual. In signing this note for \$30,000, it was my complete understanding that I was pledging my personal assets, which at the time included my home (worth about \$80,000), my interest in some land near Florence, Alabama (worth about \$100,000), and a one-half interest in my accounting firm which had significant value as a going concern. After I signed the note I entrusted it to Lonnie and I assumed that Lonnie, personally, had taken it to the bank and obtained the loan of the \$30,000 on my signature pledged against my personal assets. In fact I did receive the \$30,000 from the bank and subsequently loaned that amount to my campaign committee.

February 27, 1979

I did not learn until after the routine audit of my campaign was conducted that the back of this \$30,000 note was signed after I had signed it by Lonnie for the campaign committee and by Mr. William D. Biggs, a friend and business associate of Lonnie's. I did not ask either of these individuals to sign or endorse the note and I do not know why they signed. I was not asked by the bank to obtain any endorsers and as far as I understood, they were willing to make the loan on my signature.

Following the confusion of the 1976 campaign, I have personally organized the record keeping and campaign law compliance functions of my campaign committee so that even the most minor details of the campaign reports and activities are checked and double checked by my campaign staff and ultimately by me and my wife so that every detail is accurate and proper. I only wish we had had the opportunity and the background instruction that would have permitted us to do this in 1976 but unfortunately the circumstances did not allow it.

I appreciate very much the time which your staff auditors have spent with my campaign staff and the patience which they have shown in answering their questions and in listening to their explanations. I also know that these auditors have spent considerable time reviewing records with the campaign staff of the individuals who were my opponents in the 1976 primary and run-off elections and I think all this activity has made a great contribution as a political campaign law education program in the Fifth District of Alabama. This is no doubt a thankless job but I am glad to say that I think the central purpose of the law is being well served.

If I can provide any information in addition to that contained in this letter please do not hesitate to contact me.

Sincerely,

Ronnie G. Flippo

Ronnie G. Flippo

F:vw

6:00

7 2 7 1 0 1 3 4 4 2 2

refer to b.c.

ELC# 9409

001013



FEDERAL ELECTION COMMISSION

FEB 22 PM 3:39

CENTRAL BANK OF ALABAMA, N.A. P.O. BOX 127 HUNTSVILLE, ALABAMA 35804 205/532-6011

February 16, 1979

Federal Election Commission
Washington, D. C.

RE: Ronnie G. Flippo

Gentlemen:

In 1976, I was a Senior Vice President and Commercial Loan Officer with The First National Bank of Birmingham, Birmingham, Alabama, and on or about April 20, 1976, as a Commercial Loan Officer with that bank I extended to Ronnie G. Flippo a loan of \$30,000. I understand that this loan has come up for review and scrutiny with the Federal Election Commission.

Please allow me to assure you that as far as I was concerned this was a personal loan to Mr. Flippo in the ordinary course of business. Mr. Flippo had adequate assets to secure the loan and it was paid on a timely basis. The endorsements of Lonnie Flippo and William Biggs were volunteered by them and were not solicited or required by the bank. Mr. Flippo needed the money for immediate use. The time delay to draw and process more traditional security documents would have delayed the loan and personal endorsements were adequate for the bank's purpose on the short term transaction and hastened the completion of the loan on the date requested.

If this loan was in any way a violation of any regulation, I was not aware of it at the time, and I do not believe the borrowers or endorsers were aware of any violations. I also feel that the loan to Mr. Flippo could have been justified as an extension of credit, unsecured and without endorsers at the time if it had been so requested.

Sincerely,

James L. Holloway
Administrative Vice President
Senior Loan Officer

JLH/jwr

cc: Carol Cuber
Ronnie G. Flippo

Dennis W. Sears
Notary Public, State at Large, Alabama
My Commission Expires 4/5/82

79040154423

79010154424



P. O. BOX 127
HUNTSVILLE, ALABAMA 35804

WE WANT TO LEARN
YOU MONEY
CALL
FOR A LIST



Federal Election Commission
Washington, D. C.



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

MEMORANDUM TO CHARLES STEELE
FROM: MARJORIE W. EMMONS
DATE: FEBRUARY 26, 1979
SUBJECT: MUR 527 (78) - Interim Conciliation
 Report dated 2-23-79; Received
 in OCS Friday, 2-23-79, 3:16

MWE

The above-named document was circulated on a 24 hour no-objection basis at 4:30, Friday, February 23, 1979.

The Commission Secretary's Office has received no objections to the Interim Conciliation Report as of 5:00 this date.

73010154425

February 23, 1979

MEMORANDUM TO: Marge Emmons
FROM: Elissa T. Garr
SUBJECT: MUR 527

Please have the attached Interim Conciliation
Report on MUR 527 distributed to the Commission.

Thank you.

7 9 0 4 0 1 5 4 4 2 6

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
Committee to Elect)
Ronnie S. Flipppo, et al)

79 FEB 23 P 3: 16
MUR 527 (78)


INTERIM CONCILIATION REPORT

On October 20, November 3, and December 19, 1978, counsel for all of the respondents involved in this matter presented to this Office formal written responses and revised proposed conciliation agreements pertaining to all but one of the respondents. In addition, counsel expressed the desire to furnish affidavits from bank officials concerning the three bank loans at issue; one of these affidavits has been received.

On February 14, 1979, counsel telephoned to report that a response with regard to the Commission's findings related to Ronnie S. Flipppo, the candidate, is being prepared and will be forwarded shortly. She has received no additional information from Georgia concerning the two affidavits not yet supplied and suggested proceeding without them if they are not produced in the near future.

We anticipate preparation of a report to the Commission within the next two weeks dealing with all of the issues involved in this matter.

23 FEB 1979
DATE


WILLIAM C. OLDAKER
GENERAL COUNSEL

79040154427

PAUL ARNESON
MICHAEL BAUER
GAIL E. BOWMAN
WINFIELD P. CRIGLER
DONALD C. EVANS, JR.
ROBERT E. GLENNON
ROBERT E. JENSEN
CAROLE L. KUEBLER
FORBES MANER
JOHN J. McMACKIN, JR.*
GEORGE G. OLSEN
J. D. WILLIAMS

WILLIAMS & JENSEN
A PROFESSIONAL CORPORATION

LAWYERS

1101 CONNECTICUT AVENUE, N.W.

WASHINGTON, D. C. 20036

February 14, 1979

FEDERAL ELECTION
COMMISSION

79 FEB 16 PM 1:49
TELEPHONE
(202) 659-8201

*NOT ADMITTED IN D.C.

900920

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Re: MUR 527(78)

Dear Mr. Oldaker:

With respect to the above-captioned matter I am forwarding some correspondence with my client Mr. Larry Clayton. One letter withdraws his earlier approval of a conciliation agreement proposal. The second contains his explanation to me that of the \$200 cash donation attributed to him by the campaign committee, \$100 was a contribution from Mr. Clayton's brother and business associate Lane Clayton. Apparently, this information was not received and/or recorded by the campaign record-keepers.

Please let me know if there are any questions about this information.

Sincerely,



Carole L. Kuebler

CLK:lg

Enclosures

cc: Hon. Ronnie G. Flipppo

79040134428

79040154429

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Re: MUR 527(78)
Committee to Elect
Ronnie G. Flipppo

Dear Mr. Oldaker:

Earlier in response to your mailing of a proposed conciliation agreement to me, I misunderstood the situation, mistakenly signed the agreement and returned it to you.

Upon advice of my attorney I am withdrawing my approval of that agreement, pending further negotiations. I understand that a counter-offer to the Commission proposal has been submitted on my behalf.

Sincerely,

A handwritten signature in cursive script, appearing to read "Larry C. Flynn", is written over a horizontal line.

cc: Hon. Ronnie G. Flipppo
Carole L. Kuebler, Esq.

February 2, 1979

Ms. Carole L. Kuebler
Williams & Jensen
1101 Connecticut Avenue N.W.
Washington, D.C. 20036

Dear Ms. Kuebler:

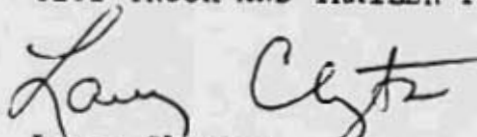
In reference to your letter dated November 28, 1978, concerning the \$200.00 Donation, This should be applied as follows:

| | |
|-------------------|----------|
| Mr. Lane Clayton | \$100.00 |
| Mr. Larry Clayton | \$100.00 |

If You would make the above adjustment, we would appreciate it very much.

Yours truly,

CITY TRUCK AND TRAILER PARTS, INC.


Larry Clayton,

LC/bh

72040154430

PP112

7 2 0 4 0 1 5 4 4 3 1

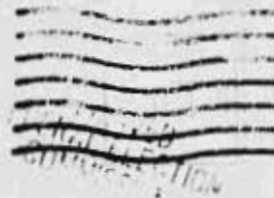
WILLIAMS & JENSEN

A PROFESSIONAL CORPORATION

LAWYERS

1101 CONNECTICUT AVENUE, N.W.

WASHINGTON, D.C. 20036



'79 FEB 16 PM 1:49

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

6004
5333

SOUTHERN HAULERS, INC.

P. O. Box 152
Calera, Alabama 35040
Phone 668-2271

17 October 1978

78 OCT 27 PM 2:19

Carole L. Kuebler, Esquire
Williams & Jensen
1101 Connecticut Avenue, N.W.
Washington, D.C. 20036

807375

Re: MUR 527(78)

Dear Sir:

In reference to the above-captioned matter,
attached is a duly notarized statement regarding my
contribution to the 1976 campaign of the Honorable
Ronnie G. Flipppo.

Sincerely,

R.E. Edwards (lg) 10-23-78
Richard E. Edwards
President

REE/ldg
attachment

cc: William C. Oldaker, Esq. ✓
Hon. Ronnie G. Flipppo

79040154432

SOUTHERN HAULERS, INC.

P. O. Box 152
Calera, Alabama 35040
Phone 668-2271

17 October 1978

Statement of RICHARD E. (DICK) EDWARDS regarding contributions to the 1976 Campaign Committee to Elect Ronnie G. Flipppo:

Of the amount in question (\$200.00), I contributed \$100 in cash to the 1976 Campaign Committee to Elect Ronnie G. Flipppo. The remainder (\$100.00) was a cash contribution made by Mr. Leon Morgan who was at that time President of Southern Haulers, Inc. Mr. Morgan is now deceased. The contributions were given to a campaign worker for the Committee to Elect Ronnie G. Flipppo.



Richard E. Edwards
President, Southern Haulers, Inc.

Notary Public

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SOUTHERN HAULERS, INC.

P. O. Box 152

CALERA, ALABAMA 35040



ATTN: Ms. Anne Weissenborn
William G. Oldaker, Esquire
General Counsel
Federal Election Commission
1325 K Street, N. W.
Washington, D. C. 20463



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

MEMORANDUM TO CHARLES STEELE
FROM: MARJORIE W. EMMONS *MJE luyfe*
DATE: JANUARY 9, 1979
SUBJECT: MUR 527 (78) - Interim Conciliation
 Report dated 12-26-78; Signed 1-4-79;
 Received in OCS 1-5-79, 1:26

The above-named document was circulated on a 24 hour no-objection basis at 12:00, January 8, 1979.

The Commission Secretary's Office has received no objections to the Interim Conciliation Report as of 1:00, this date.

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January 5, 1979

MEMORANDUM TO: Marge Emmons
FROM: Elissa T. Garr
SUBJECT: MUR 527

Please have the attached Interim Conciliation Report on MUR 127 distributed to the Commission on a 24 hour no-objection basis.

Thank you.

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BEFORE THE FEDERAL ELECTION COMMISSION
December 20, 1978

RECEIVED
OFFICE OF THE
COMMISSION SECRETARY

In the Matter of

Committee to Elect
Ronnie G. Flippo,
et. al.

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MUR 527 (78)

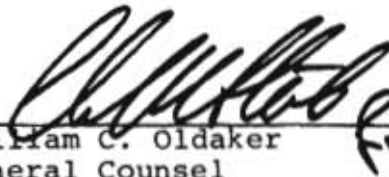
INTERIM CONCILIATION REPORT

On December 12, 1978, the attorney for all respondents in this matter telephoned to report that she has received information from one of the two banks involved in the loans to the Committee which resulted in excessive contributions. On the basis of this information she is preparing proposed revisions of the conciliation agreements sent to the Candidate, the committee, and the persons who apparently made excessive contributions. We anticipate receipt of these proposed revisions sometime this week.

Date

4 January 1979

William C. Oldaker
General Counsel



FWC

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5934

WILLIAMS & JENSEN
A PROFESSIONAL CORPORATION
LAWYERS

1101 CONNECTICUT AVENUE, N. W.

WASHINGTON, D. C. 20036

December 19, 1978

TELEPHONE
(202) 659-8201

PAUL ARNESON
GAIL E. BOWMAN
WINFIELD P. CRIGLER
DONALD C. EVANS, JR.
ROBERT E. GLENNON
ROBERT E. JENSEN
CAROLE L. KUEBLER
FORBES MANER
JOHN J. MEMACKIN, JR.*
GEORGE G. OLSEN
J. D. WILLIAMS

*NOT ADMITTED IN D. C.

Hand Deliver

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Re: MUR 527(78)

Dear Mr. Oldaker:

With respect to the above-captioned matter, I enclose the following revised draft conciliation agreements:

In the Matter of Committee to Elect
Ronnie G. Flipppo,

In the Matter of R. Lonnie Flipppo,

In the Matter of William D. Biggs.

As a supporting document I enclose a sworn, notarized statement by Mr. Charles W. Edwards, Jr. who was the President of Shoals National Bank of Florence, Florence, Ala. I am awaiting receipt of some additional affidavits, but I wanted you to have these proposals to begin the necessary review, in the interim.

Please call if you have any questions concerning this material.

Sincerely,


Carole L. Kuebler

CLK:lg

cc: Hon. Ronnie G. Flipppo

Enclosures - 3 draft proposals
cc Edwards letter

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

Committee to Elect Ronnie G. Flipppo

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MUR 527(78)

CONCILIATION AGREEMENT

This matter having been initiated by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that the Committee to Elect Ronnie G. Flipppo (hereinafter "the Respondent") has violated 2 U.S.C. § 441a(f) and 2 U.S.C. § 432(c):

WHEREFORE, the Commission and the Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a)(5), do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. The Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. The Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent facts in this matter are as follows:
 - A. The Respondent's treasurer during the 1976 election year was Mr. R. Lonnie Flipppo.

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- B. On March, 18, 1976, the Respondent per its agent, R. Lonnie Flipppo obtained a loan from the Shoals National Bank of Florence, Florence, Alabama, in the sum of \$33,000.
- C. Two 30-day extension agreements pertaining to the above \$33,000 loan were negotiated on April 17, 1976, and May 17, 1976, on behalf of Respondent by R. Lonnie Flipppo.
- D. Each of the two extension agreements pertaining to the above \$33,000 loan was signed: "Maker: Committee to Elect Ronnie G. Flipppo; Dealer or Endorser, R. Lonnie Flipppo". In each instance, R. Lonnie Flipppo signed his name as the agent of Respondent.
- E. On April 19, 1976, the Respondent via its agent, R. Lonnie Flipppo, obtained a loan from the Shoals National Bank of Florence, Florence Alabama, in the sum of \$10,000.
- F. The 90-day promissory note in support of the \$10,000 loan obtained by the Respondent from the Shoals National Bank was signed "Committee to Elect Ronnie G. Flipppo; R. Lonnie Flipppo".
- G. On April 12, 1976, Mr. R. Lonnie Flipppo made a personal loan of \$5,000 to Mr. Ronnie G. Flipppo (hereinafter "the Candidate"), who is his first cousin.

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- H. On April 12, 1976, the Candidate made a loan to the Respondent in the sum of \$5,000.
- I. On April 20, 1976, the Candidate obtained a personal loan in the sum of \$30,000 from the First National Bank of Birmingham, Birmingham, Alabama.
- J. At the time of this loan, the Candidate had sufficient personal assets to cover the proceeds of the loan.
- K. The 60-day promissory note in support of the above \$30,000 loan obtained by the Candidate was signed by the Candidate and signed on the back by Mr. R. Lonnie Flipppo, in his capacity as Committee Treasurer and Mr. William D. Biggs.
- L. On April 20, 1976, the Candidate made a loan to the Respondent in the sum of \$30,000.
- M. The loan obtained by the Candidate from the First National Bank of Birmingham was transferred to the Shoals National Bank of Florence after September 7, 1976.
- N. On April 29, 1976, the Respondent made the first payment on the \$33,000 and \$10,000 loans obtained from the Shoals National Bank; this first payment was in the sum of \$3,500.
- O. On April 22 and 24, 1976, the Respondent repaid the \$5,000 loan obtained from the Candidate, the installments being \$2,000 and \$3,000 respectively.

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- P. On July 26, 1976, the Respondent made the first payment on the \$30,000 loan obtained from the Candidate; this first payment was in the sum of \$4,500.
- Q. The first four payments on the \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham and later transferred to the Shoals National Bank of Florence were paid by the Respondent to the Candidate, while the final three payments were made directly to the Shoals National Bank.
- R. On April 17, 1976, Mr. William D. Biggs made a contribution to the Respondent in the amount of \$1,000.
- S. On March 16, March 23, and April 2, 1976, Mr. R. Lonnie Flippo made cash contributions to the Respondent totaling \$920.

WHEREFORE, the Respondent agrees:

- A. That Mr. R. Lonnie Flippo on behalf of Respondent signed two 30-day extension agreements pertaining to the \$33,000 loan obtained by the Respondent from the Shoals National Bank of Florence on March 18, 1976.
- B. Mr. R. Lonnie Flippo's signatures on these two 30-day extension agreements were included and were understood by bank officers to have been made in a representative capacity, on behalf of Respondent, which was thereby rendered liable on the note.

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- C. Mr. R. Lonnie Flippo as the agent of Respondent signed the promissory note in support of the \$10,000 loan obtained by the Respondent from the Shoals National Bank of Florence on April 19, 1976.
- D. The signature on the promissory note in support of the above \$10,000 loan was understood by the bank officers to indicate that Mr. F. Lonnie Flippo signed in a representative capacity, and Respondent was thus rendered liable on the note.
- E. On April 12, 1976, Mr. R. Lonnie Flippo made a personal loan to the Candidate, his cousin, in the sum of \$5,000.
- F. On April 12, 1976, the Candidate made a loan to the Respondent in the sum of \$5,000.
- G. The loan made by Mr. R. Lonnie Flippo to the Candidate on April 12, 1976, in the sum of \$5,000 was made for the purpose of influencing the nomination for election of the Candidate to Federal office.
- H. A loan made for the purpose of influencing the nomination for election of a candidate to Federal office constitutes a contribution under 2 U.S.C. § 431(e)(1).
- I. At the time of this loan, R. Lonnie Flippo, the Candidate, and Respondent understood that the contribution limits of § 441a(a)(1)(A) did not apply to a contribution by a member of the Candidate's family.

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- J. On April 20, 1976, Mr. R. Lonnie Flippo and Mr. William D. Biggs signed the back of a promissory note in support of a \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham.
- K. On April 20, 1976, the Candidate made a loan of \$30,000 to the Committee.
- L. Mr. R. Lonnie Flippo, signing on behalf of Respondent, and Mr. William D. Biggs signed the promissory note supporting the \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham for purposes of influencing the Candidate's nomination for election to Federal office.
- M. The endorsement of a promissory note in support of a bank note which is to be used for purposes of influencing the nomination for election of a person to Federal office constitutes a contribution to such person or to a committee under 2 U.S.C. § 431(e)(1).
- N. Endorsements of a bank loan to be used to influence the nomination for election of any person to Federal office are to be considered contributions by each endorser or guarantor in proportion of the unpaid balance thereof that each endorser or guarantor bears to the total number of endorsers or guarantors. 2 U.S.C. § 431(e)(5).

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- O. Respondent's and Mr. William D. Biggs' proportions of the unpaid balance of the \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham were initially \$15,000 each.
- P. Mr. R. Lonnie Flippo's total contributions to the Respondent prior to the primary election of 1976 totaled \$5,920.
- Q. Mr. William D. Biggs' total contributions to the Respondent prior to the primary election of 1976 totaled \$16,000.
- R. Contributions from an individual totaling \$5,000 or \$16,000 constitute violation of 2 U.S.C. § 441a (a)(1)(A) by the individual involved.
- S. Acceptance by a committee of contributions from individuals which are in violation of 2 U.S.C. § 441a(a)(1)(A) place the committee in violation of 2 U.S.C. § 441a(f).
- T. The Respondent is in technical violation of 2 U.S.C. § 441a(f) for having accepted excessive contributions from Mr. R. Lonnie Flippo and Mr. William D. Biggs.
- U. Respondent's violation was neither knowing nor willful.
- V. The Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.

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V. General Conditions

- A. The commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter at issue herein, or on its own motion, may review compliance with this Agreement. If the Commission believes that this Agreement or any requirements thereof have been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.
- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g (a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

FEDERAL ELECTION COMMISSION

77040154446

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

R. Lonnie Flipppo
Treasurer
Committee to Elect
Ronnie G. Flipppo

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
R. Lonnie Flippo)

MUR 527(78)

CONCILIATION AGREEMENT

This matter having been initiated by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. R. Lonnie Flippo (hereinafter "the Respondent") had violated 2 U.S.C. § 441a(a)(1)(A) and 2 U.S.C. § 441g:

WHEREFORE, the Commission and the Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a)(5), do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. The Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. The Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent facts in this matter are as follows:
 - A. The Respondent served as treasurer of the Committee to Elect Ronnie G. Flippo (hereinafter "the Committee") during the 1976 election year.
 - B. On March 18, 1976, the Committee per its agent R. Lonnie Flippo, who signed the instrument "R. Lonnie Flippo - Chairman" obtained a loan from the Shoals

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National Bank of Florence, Florence, Alabama,
in the sum of \$33,000.

- C. Two 30-day extension agreements pertaining to the above \$33,000 loan were negotiated on April 17, 1976, and May 17, 1976, on behalf of the Committee.
- D. Each of the two extension agreements pertaining to the above loan was signed: "Maker: Committee to Elect Ronnie G. Flippo; Dealer or Endorser: R. Lonnie Flippo". In each instance, R. Lonnie Flippo signed his name as the agent of the Committee.
- E. The President of the Shoals National Bank who handled the \$33,000 loan understood that he was making the loan to the Committee, via its agent, R. Lonnie Flippo.
- F. On April 19, 1976, the Committee, per its agent, R. Lonnie Flippo, obtained a loan from the Shoals National Bank of Florence, Florence, Alabama, in the sum of \$10,000.
- G. The 90-day promissory note in support of the \$10,000 loan obtained by the Committee from the Shoals National Bank was signed "Committee to Elect Ronnie G. Flippo; R. Lonnie Flippo".
- H. As with the \$33,000 note the President of Shoals National Bank understood that he was making a \$10,000 loan to the Committee, per Respondent, its agent.
- I. On April 12, 1976, the Respondent made a personal loan of \$5000 to Mr. Ronnie G. Flippo (hereinafter "the Candidate"). Respondent enjoys a close family relationship with the Candidate - they are first cousins.

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- J. On April 12, 1976, the Candidate made a loan of \$5000 to the Committee.
- K. On April 20, 1976, the Candidate obtained a personal loan in the sum of \$30,000 from the First National Bank of Birmingham, Birmingham, Alabama. At the time of this loan, the Candidate had sufficient personal assets to cover the proceeds of the loan.
- L. The 60-day promissory note in support of the above \$30,000 loan obtained by the Candidate was signed by the Candidate and signed on the back by the Respondent, in his capacity as Committee Treasurer and Mr. William D. Biggs.
- M. The fact that Respondent affixed his signature as a representative of the Committee was known and understood by the officers of the First National Bank of Birmingham, Birmingham, Alabama.
- N. Neither Respondent nor Mr. William Biggs were asked by any representative of the First National Bank of Birmingham or by the Candidate to sign or endorse the note; they volunteered their signatures.
- O. On April 20, 1976, the Candidate made a loan to the Committee of \$30,000.
- P. The loan obtained by the Candidate from the First National Bank of Birmingham was transferred to the Shoals National Bank of Florence after September 7, 1976.
- Q. On April 29, 1976, the Committee made the first payment on the \$33,000 and \$10,000 loans obtained from the Shoals National Bank; this first payment was in the sum of \$3500.

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- R. On April 22 and 24, 1976, the Committee repaid the \$5000 loan obtained from the Candidate, the installments involved were \$2000 and \$3000, respectively.
- S. On July 26, 1976, the Committee made the first payment on the \$30,000 loan obtained from the Candidate; this first payment was in the sum of \$4500.
- T. The first four payments on the \$30,000 loan obtained by the Candidate were paid by the Committee to the Candidate, while the final three payments were made directly to the Shoals National Bank.
- U. On March 16, 1976, March 23, 1976, and April 2, 1976, the Respondent made contributions in cash to the Committee. These contributions were in the sums of \$500, \$20, and \$400 respectively, for a total of \$920.

WHEREFORE, the Respondent agrees:

- A. That Respondent signed two 30-day extension agreements pertaining to the \$33,000 loan obtained by the Committee from the Shoals National Bank of Florence, Florence, Alabama, on March 18, 1976.
- B. That Respondent's signatures on these two 30-day extension agreements were intended and were understood by bank officers to have been made in a representative capacity.
- C. Neither Respondent nor the officers of the Shoals National Bank intended that Respondent be rendered personally liable on the note.

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- D. The Respondent signed the promissory note in support of the \$10,000 loan obtained by the Committee from the Shoals National Bank of Florence on April 19, 1976 in a representative capacity.
- E. The officers of the Shoals National Bank accepted Respondent's signature on the note as that of a representative of the Committee.
- F. On April 12, 1976, the Respondent made a loan of \$5000 to the Candidate.
- G. On April 12, 1976, the Candidate made a loan of \$5000 to the Committee.
- H. The loan made by the Respondent to the Candidate on April 12, 1976, in the sum of \$5000 was made for the purpose of influencing the nomination for election of the Candidate to Federal office.
- I. A loan made for the purpose of influencing the nomination for election of a candidate to Federal office constitutes a contribution under 2 U.S.C. § 431(e)(1).
- J. At the time of the loan, Respondent understood that the contribution limits in § 441a(a)(1)(A) did not apply to a contribution by a member of the Candidate's family.
- K. On January 30, 1976, the Supreme Court had in Buckley v. Valeo, invalidated the overall limitation on contributions by a candidate and his family (formerly, 18 U.S.C. §608(a)) and the applicability of contribution

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limitations on family members was not clarified until the enactment of P.L. 94-283 (May 11, 1976), and therefore, on April 12, 1976, the legal status of family loans was at best, unclear.

- L. On April 20, 1976, the Respondent affixed his signature to the back of a promissory note in support of a \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham, Birmingham, Alabama. The Respondent's signature was one of two on the note.
- M. On April 20, 1976, the Candidate made a loan of \$30,000 to the Committee.
- N. The Respondent signed the back of the promissory note supporting the \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham in a representative capacity, as Committee Treasurer.
- O. Neither the First National Bank of Birmingham, nor Respondent intended that he be held personally liable on the note in the event of the default of the maker.
- P. On March 16, 1976, March 23, 1976, and April 2, 1976, the Respondent made contributions in cash to the Committee totaling \$920.
- Q. Cash contributions in excess of \$100 per campaign constitute a violation of 2 U.S.C. § 441g by the contributor.
- R. The Respondent's total contributions to the Candidate and the Committee prior to the primary election of 1976 equaled \$5,920.

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- S. Contributions from an individual totaling \$5,920 for one election constitute a violation of 2 U.S.C. § 441a(a)(1)(A).
- T. The Respondent is in violation of 2 U.S.C. § 441g and 2 U.S.C. § 441a(a)(1)(A). This violation was not knowing or willful; Respondent believed that, as a family member of the Candidate, the limitations in § 441a(a)(1)(A) did not apply.
- U. The Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.

V. General Conditions

- A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.
- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.

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C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

FEDERAL ELECTION COMMISSION

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

R. Lonnie Flipppo

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Respondent's Proposed Draft
(additions to Commission draft are underlined)

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)

William D. Biggs)

MUR 527(78)

CONCILIATION AGREEMENT

This matter having been initiated by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that William D. Biggs (hereinafter "the Respondent") has violated 2 U.S.C. § 441a(a)(1)(A):

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a)(5), do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. The Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. The Respondent enters into this agreement with the Commission voluntarily.

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

- A. On April 7, 1976, the Respondent made a contribution to the Committee to Elect Ronnie G. Flipppo in the amount of \$1000.
- B. On April 20, 1976, the Respondent affixed his signature to the back of a promissory note in support of a \$30,000 loan to be obtained by Mr. Ronnie G. Flipppo from the First National Bank of Birmingham.
- C. Respondent affixed his signature to the back of the note on his own volition, not at the request of the candidate or any official of the First National Bank of Birmingham.
- D. Respondent, by affixing his signature to the back of the note did not know or intend that his action would have legal significance under the Federal Election Campaign Act, as amended, in particular, 2 U.S.C. § 431(e)(1).
- E. On April 20, 1976, Mr. Ronnie G. Flipppo made a loan of \$30,000 to the Committee to Elect Ronnie G. Flipppo.
- F. The above \$30,000 loan accepted by Mr. Ronnie G. Flipppo from the First National Bank of Birmingham was transferred to the Shoals National Bank of Florence after September 7, 1976.

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- G. On July 26, 1976, the Committee to Elect Ronnie G. Flipppo began making payments on the \$30,000 loan accepted from Mr. Ronnie G. Flipppo. The first installment was paid to Mr. Flipppo in the amount of \$4500, and on October 22, 1976, the Committee made the last payment to the Shoals National Bank in the amount of \$4000.
- H. The final three installments made by the Committee to Elect Ronnie G. Flipppo on the \$30,000 loan obtained from Mr. Ronnie G. Flipppo were paid directly to the Shoals National Bank of Florence.

WHEREFORE, the Respondent agrees:

- A. That the Respondent affixed his signature to the back of a promissory note with regard to a \$30,000 loan obtained by Mr. Ronnie G. Flipppo from the First National Bank of Birmingham on April 20, 1976.
- B. That Respondent's action had legal significance under 2 U.S.C. § 431(e)(1) of which Respondent was not aware.
- C. That on April 20, 1976, Mr. Ronnie G. Flipppo made a \$30,000 loan to the Committee to Elect Ronnie G. Flipppo.

- D. That the Respondent endorsed the promissory note supporting the \$30,000 loan obtained by Mr. Ronnie G. Flippo from the First National Bank of Birmingham for purposes of influencing Mr. Flippo's nomination for election to Federal office.
- E. That an endorsement of a bank loan to be used to influence the nomination for election of a person to Federal office constitutes a contribution to such person under 2 U.S.C. § 431(e)(1).
- F. That endorsements of a bank loan to be used to influence the nomination for election of any person to Federal office are to be considered contributions by each endorser in proportion of the unpaid balance thereof that each endorser or guarantor bears to the total number of endorsers or guarantors. 2 U.S.C. § 431(e)(5).
- G. That according to the letter of the law of which Respondent at the time of his signing was unaware, Respondent was one of two endorsers of the promissory note with regard to the \$30,000 loan.
- H. That the Respondent's proportion of the unpaid balance of the \$30,000 loan obtained by Mr. Ronnie G. Flippo from the First National Bank of Birmingham was initially \$15,000.

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- I. That Respondent's total contributions to Mr. Ronnie G. Flipppo and the Committee to Elect Ronnie G. Flipppo were \$16,000.
- J. That total contributions of \$16,000 for one election constitute a violation of 2 U.S.C. § 441a(a)(1)(A).
- K. That Respondent's violation of 2 U.S.C. § 441a(a)(1)(A) was not made knowingly or willfully in violation of this or any other federal laws.
- L. That the Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.

V. General Conditions

- A. 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.
- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar

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to any further action by the Commission with regard to the matter set forth in this Agreement.

- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

Date

William C. Oldaker
General Counsel
Federal Election Commission

William D. Biggs

79040154460

131 Council Road
Louisville, Kentucky 40207
December 5, 1978

To: The Federal Election Commission

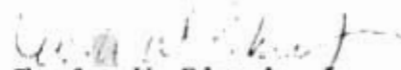
Subject: Committee to Elect Ronnie G. Flipppo
MUR 527(78)

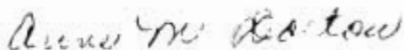
During Ronnie Flipppo's 1976 campaign for Congress, I was President of Shoals National Bank of Florence, Alabama. I personally handled a loan to his campaign made March 18, 1976. This loan was a loan to his campaign committee directly, with only the Treasurer's signature. I was informed by the campaign Treasurer that he had verified with counsel, that this would not be a violation of any statute.

I had known Ronnie Flipppo since his graduation from the University of Alabama, at which he received a Masters Degree in Business Administration, and was familiar with his personal financial affairs. He had done business with our bank, both personally, and in his professional capacity, as a Certified Public Accountant.

I knew that he would personally stand good for any possible unpaid loan to the campaign committee, and knew that given a reasonable time period for repayment, he had the capacity to do so. I had attended an organizational meeting of the campaign committee, knew those who were active in his fund raising campaign, and of their ability to raise funds to pay for the cost of the campaign. I was informed of the funds raised at the time of the primary election, and of the committee's indebtedness to the First National Bank of Birmingham. I felt safe in extending this loan to Ronnie Flipppo. I had the added assurance that the campaign Treasurer would utilize his talents and position to see that this loan was retired in an expedient fashion, and would stand behind Ronnie Flipppo, if the bank desired, to enable Ronnie Flipppo to have time to sell his investment real estate for debt retiring, or to provide Ronnie Flipppo time to retire the debt from his C.P.A. practice income.

This loan, as well as another made by another bank officer, was repaid in a prompt and orderly manner.


Charles W. Edwards, Jr.



Notary Public, State of Large, Ky.
My Commission expires Nov. 1, 1981

70030134461

FEDERAL ELECTION
COMMISSION

18 DEC 19 AM 10:31

December 13, 1978

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D. C. 20463

Re: MUR 527(78)
Committee to Elect
Ronnie G. Flippo

Dear Mr. Oldaker:

Earlier in response to your mailing of a proposed conciliation agreement to me, I misunderstood the situation, mistakenly signed the agreement and returned it to you.

Upon advice of my attorney I am withdrawing my approval of that agreement, pending further negotiations. I understand that a counter-offer to the Commission proposal has been submitted on my behalf.

Sincerely,



D. F. Johnson

cc: Hon. Ronnie G. Flippo
Carole L. Kuebler, Esq.

79010154462

7 9 0 4 0 1 5 4 4 6 3
Springdale Road
Birmingham, Alabama

35217



FEDERAL ELECTION
COMMISSION



DEC 18 AM 10:31

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

600*
5901

FEDERAL ELECTION
COMMISSION

December 13, 1978

78 DEC 18 AM 10:31

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D. C. 20463

000590

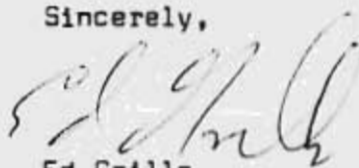
Re: MUR 527 (78)
Committee to Elect
Ronnie G. Flippo

Dear Mr. Oldaker:

Earlier in response to your mailing of a proposed conciliation agreement to me, I misunderstood the situation, mistakenly signed the agreement and returned it to you.

Upon advice of my attorney I am withdrawing my approval of that agreement, pending further negotiations. I understand that a counter-offer to the Commission proposal has been submitted on my behalf.

Sincerely,


Ed Grills

cc: Hon. Ronnie G. Flippo
Carole L. Kuebler, Esq.

70040154464

Ed Grills
525 Springdale Road
Birmingham, Alabama

35217



DEC 18 1964 10:31

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

79010150465



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

MEMORANDUM TO CHARLES STEELE
FROM: MARJORIE W. EMMONS *more by fe*
DATE: NOVEMBER 22, 1978
SUBJECT: MUR 527 (78) - Interim Status Report
dated 11-15-78; Signed:
11-20-78; Received in OCS:
11-21-78, 10:08

The above-named document was circulated on a 24
hour no-objection basis at 3:30, November 21, 1978.

The Commission Secretary's Office has received
no objections to the Interim Status Report as of 4:00,
this date,

70010154466

November 20, 1988

MEMORANDUM TO: Marge Emmons
FROM: Elissa T. Garr
SUBJECT: MUR 527

Please have the attached Interim Status Report
distributed to the Commission.

Thank you.

7 9 0 1 0 1 5 4 4 6 7

RECEIVED
OFFICE OF THE

BEFORE THE FEDERAL ELECTION COMMISSION

November 15, 1978

78 NOV 21 A10: 08

In the Matter of

Committee to Elect Ronnie G. Flipppo,
et al

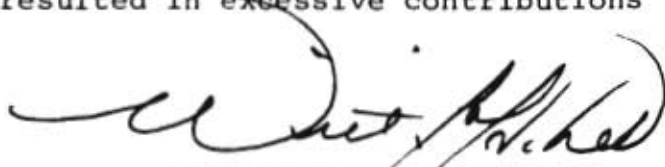
MUR 527(78)

Interim Status Report

On October 20, 1978, representatives of this Office and of the Audit Division met with the attorney representing all respondents in this matter. At that meeting the attorney presented and discussed written responses to all of the issues involved and requested information as to additional materials needed by the Commission in order to resolve those issues.

Since that meeting the attorney and the Committee have provided additional information with regard to excessive cash contributions made by twenty respondents and the Committee's failure to maintain adequate records of contributions. The attorney also has submitted a proposed revision of the conciliation agreements sent to the above contributors of excessive cash. We have been informed that additional information and proposed revisions of conciliation agreements will be forwarded soon with regard to the bank loans which resulted in excessive contributions from individuals.

11/20/78
Date


William C. Oldaker
General Counsel

79010134463

Hand Delivered

11/6/78

3:20

6004 5508
Wanda Borne

WILLIAMS & JENSEN
A PROFESSIONAL CORPORATION
LAWYERS

1101 CONNECTICUT AVENUE, N.W.

WASHINGTON, D. C. 20036

November 3, 1978

TELEPHONE
(202) 659-8201

PAUL ARNESON
MICHAEL BAUER
GAIL E. BOWMAN
WINFIELD P. CRIGLER
DONALD C. EVANS, JR.
ROBERT E. GLENNON
ROBERT E. JENSEN
CAROLE L. KUEBLER
FORBES MANER
JOHN J. McMACKIN, JR.*
GEORGE G. OLSEN
J. D. WILLIAMS

*NOT ADMITTED IN D.C.

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Re: MUR 527(78)
Committee to Elect
Ronnie G. Flipppo, et al.

Dear Mr. Oldaker:

With respect to the above-captioned matter, this letter concerns the allegations of violation of 2 U.S.C. §441g. Specifically, 20 individuals were charged with contributing in excess of \$100 in United States currency.

Following up on the memorandum submitted to the Commission on October 20, discussing the merits of the §441g issue and outlining mitigating factors involved, I specifically propose that the individuals who were charged with contributions of less than \$500 in United States currency be eliminated from any further compliance proceedings. These individuals include:

| | <u>Contribution</u> | <u>Refunded</u> |
|---|---------------------|-----------------|
| Larry Clayton | 200 | 100 |
| Richard Edwards | 200 | 100 |
| Yvonne Flipppo (Mrs. Ronnie Flipppo) | 450 | 350 |
| Tom Fowler | 200 | 100 |
| Ed Grills | 300 | 200 |
| Bobby Griffin, Jr. | 150 | 50 |
| Lawrence Goins | 102 | 2 |
| Ellis Haddock | 300 | 200 |

72040134463

| | <u>Contribution</u> | <u>Refunded</u> |
|-----------------------|---------------------|-----------------|
| Jerry Johns | 200 | 100 |
| D. F. Johnson | 200 | 100 |
| Randy Lingo | 200 | 100 |
| James Preston Trammel | 200 | 100 |
| Bobby Weems | 200 | 100 |

Letters (attached) from Messrs. Trammel and Edwards indicate that their contributions represented collections from other individuals and bookkeeping errors by the Committee resulted in omission of the additional names.

In the case of the remaining individuals, I propose that they sign a conciliation letter, per the attached sample letter. These individuals have all been subjected to shock and embarrassment just by being accused of being law breakers by a remote Federal agency and going through the conciliation process. Equity and fairness demand that they sign a conciliation agreement stating that they violated 2 U.S.C. §441g and agreeing that they will never again do so. These persons include:

| | <u>Contribution</u> | <u>Refunded</u> |
|----------------|---------------------|-----------------|
| James R. Box | 550 | 450 |
| E. L. Culver | 1000 | 900 |
| Ed Estes | 500 | 400 |
| David Ladner | 502 | 402 |
| William Martin | 500 | 400 |
| Howard Roberts | 500 | 400 |
| Tom Thrasher | 800 | 700 |

Additional submissions on other issues involved in MUR 527(78) follow. In addition, a meeting between the FEC auditor and the accountants for the Committee to Elect Ronnie G. Flippo is planned for the week of November 13, which is the first available opportunity due to the FEC auditor's schedule.

79010154479

William C. Oldaker, Esq.
November 3, 1978
Page Three

Please call if there are any questions.

Sincerely,


Carole L. Kuebler

CLK:LG

Enclosures

cc: Hon. Ronnie G. Flipppo

79040154471



October 16, 1978

Ms. Carole L. Kuebler
c/o Williams & Jensen
1101 Connecticut Avenue N.W.
Washington, D.C. 20036

Dear Ms. Kuebler:

In reference to the donation given to Ronnie G. Flippo and the Committee to Elect Ronnie G. Flippo in the 1976 campaign. The contribution was collected as follows: Mr. Tom Hooper \$20, Mr. Bill Selby \$20, Mr. David Strickland \$20, Mr. Russell Clemons \$20, Miss Jan Ramsuer \$20 and Mr. Carlo Martin \$20. The remainder of the \$200 was donated by myself and presented to Mr. Flippo as a gift.

Yours truly,

James P. Trammel
James P. Trammel

JPT/jsh

Opal J. Hayes

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
James R. Box */)
)

MUR 527(78)

CONCILIATION AGREEMENT

7 9 0 4 0 1 5 4 4 7 3
This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that James R. Box (hereinafter "the Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a)(5) do hereby agree as follows:

I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.

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

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

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

The Respondent made cash contributions to the Committee to Elect Ronnie G. Flippo on April 1, April 2 and April 28, 1976, totaling \$550.

*/ Same test proposed for: Culver, Estes, Ladner, Martin, Roberts, Thrasher.

WHEREFORE, the Respondent agrees:

A. That the Respondent made cash contributions to the Committee to Elect Ronnie G. Flipppo on April 1, April 2 and April 28, 1976, totaling \$550.

B. That the making of cash contributions in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.

C. That Respondent was completely unaware of this provision of the Federal Election Campaign Act of 1971, as amended, at the time of the violation, and, as such, at no time relevant hereto had any intention to violate 2 U.S.C. § 441g, or any other provision of the Federal Election Campaign Act of 1971, as amended.

D. That the Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.

V. General Conditions

A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.

7 3 0 4 0 1 5 4 4 7 4

C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

James R. Box

7 9 0 4 0 1 5 4 4 7 5

SOUTHERN HAULERS, INC.

P. O. Box 152
Calera, Alabama 35040
Phone 668-2271

17 October 1978

Statement of RICHARD E. (DICK) EDWARDS regarding contributions to the 1976 Campaign Committee to Elect Ronnie G. Flipppo:

Of the amount in question (\$200.00), I contributed \$100 in cash to the 1976 Campaign Committee to Elect Ronnie G. Flipppo. The remainder (\$100.00) was a cash contribution made by Mr. Leon Morgan who was at that time President of Southern Haulers, Inc. Mr. Morgan is now deceased. The contributions were given to a campaign worker for the Committee to Elect Ronnie G. Flipppo.



Richard E. Edwards
President, Southern Haulers, Inc.

Notary Public

72040154475



FEDERAL ELECTION COMMISSION

1125 K STREET, N.W.
WASHINGTON, D.C. 20463

November 2, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Carole L. Kuebler, Esquire
Williams and Jensen
1101 Connecticut Avenue, N.W.
Washington, D.C. 20036

Re: MUR 527 (78)

Dear Mr. Kuebler,

Enclosed please find letters of notification and proposed conciliation agreements sent to six of your clients: Mr. William D. Biggs, Mr. E.L. Culver, Mr. L. J. Goins, Mr. Ed Estes, Mr. William Martin, Jr., and Mr. David Ladner, which have been returned to this office as undeliverable.

Your acceptance of these letters will be deemed notification of the individuals involved.

Sincerely,

William C. Oldaker
William C. Oldaker
General Counsel

72040134477

MUR 527 KG

1. The following service is requested (check one):
☐ Show to whom and date delivered.
☐ Show to whom, date, and address of delivery.
☐ RESTRICTED DELIVERY
Show to whom and date delivered.
☐ RESTRICTED DELIVERY
Show to whom, date, and address of delivery.
(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Carole L. Kuebler, Esquire
Williams and Jensen
1101 Connecticut Avenue, N.W.
Washington, D.C. 20036

3. ARTICLE DESCRIPTION:
REGISTERED NO. CERTIFIED NO. INSURED NO.
743920

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent
J. O'Leary

DATE OF DELIVERY 11-6-78 POSTMARK

5. ADDRESS (Complete only if requested)

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

11/1/78

Carole L. Kuebler, Esquire
Williams and Jensen
1101 Connecticut Avenue, N.W.
Washington, D.C. 20036

Re: MUR 527 (78)

Dear Ms. Kuebler,

Enclosed please find letters of notification and proposed conciliation agreements sent to six of your clients, Mr. William D. Biggs, Mr. E.L. Culver, Mr. Lawrence Goins, Mr. Ed Estes, Mr. William Martin, Jr., and Mr. David Ladner, which have been returned to this office as undeliverable.

Your acceptance of these letters will be deemed notification of the individuals involved.

Sincerely,

/s/

William C. Oldaker
General Counsel

Enclosures

79040154478

PAUL ARNESON
MICHAEL BAUER
GAIL E. BOWMAN
WINFIELD P. CRIGLER
DONALD C. EVANS, JR.
ROBERT E. GLENNON
ROBERT E. JENSEN
CAROLE L. KUEBLER
FORBES MANER
JOHN J. McMACKIN, JR.*
GEORGE G. OLSEN
J. D. WILLIAMS

WILLIAMS & JENSEN
A PROFESSIONAL CORPORATION
LAWYERS

1101 CONNECTICUT AVENUE, N.W.

WASHINGTON, D. C. 20036

October 20, 1978

TELEPHONE
(202) 659-6201

*NOT ADMITTED IN D.C.

MEMORANDUM

FROM: Carole L. Kuebler *CLK*
RE: Committee to Elect Ronnie G. Flipppo

ISSUE

Individual Contributors - Allegation of Violation of 2 U.S.C. §441g (contributions of currency in excess of \$100).

DISCUSSION

The contributions of currency in excess of \$100 accepted by the Committee to Elect Ronnie G. Flipppo (hereafter, "the Committee") admittedly reflects an ignorance of that provision of the Federal Election Campaign Act ("FECA"); however, it does not represent, nor is there any evidence to the effect that, the Committee or any of the innocent individuals in any way intended to violate 2 U.S.C. §441g.

These contributions were all fully reported and there was no intent to conceal or misrepresent the form of the transaction. It is common in the 5th District of Alabama for persons to do business and pay bills in cash, and the participants saw nothing unusual about this. At least one (James Preston Trammel, see letter attached) of the contributors took up a collection of small donations and turned the funds over to the Committee Treasurer.

An examination of the background of the 1976 Congressional election in the 5th District of Alabama is helpful to an understanding of the overall problem faced by the Committee. Beginning in 1947, this district was ably represented by the Honorable Robert Jones who received few, if any, electoral challenges to the seat in the 1970's after the enactment of the FECA. In February, 1976, Rep. Jones suddenly and unexpectedly announced

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his retirement touching off a 10-way Democratic primary to succeed him. Ronnie G. Flipppo began his campaign on February 13, 1976 for a May 6 primary and, subsequently, a May 25 runoff. He essentially had three and one-half months to organize, fund, and run a district-wide campaign using campaign staff and volunteers who were, to the man and woman, totally unfamiliar with the intricacies of the FECA.

Under the circumstances, the Committee and Rep. Flipppo made a good faith effort to comply with the law. Rep. Flipppo and his campaign workers recall trying to get advice from the Federal Election Commission during this period to no avail because the Supreme Court's opinion in Buckley v. Valeo had, among other things, invalidated the authority of the Commission in January, 1976. It would be an understatement to say that total confusion about the content and application of the FECA was the rule nationwide during just the time period when the Committee and Rep. Flipppo ventured into their first federal campaign.

SUMMARY

Although the contributors listed all committed a technical violation of §441g, this represents an honest ignorance of the law which does not merit harsh punishment. The Committee promptly and willingly remedied the mistake by refunding the amounts over \$100 and these individuals have all been subject to intense shock and embarrassment just by being accused of being lawbreakers by a remote federal agency and having to go through the conciliation process. Equity and fairness demand that they be subjected to nothing more but the signing of an agreement that they violated §441g and that they will never again do so.

CONTRIBUTORS

| <u>Date of Contribution</u> | <u>Contributors</u> | <u>Contribution</u> | <u>Refunded</u> |
|-----------------------------|---|---------------------|-----------------|
| April 1, 2, 28, 1976 | James R. Box | 550 | 450 |
| April 28, 1976 | Larry Clayton | 200 | 100 |
| May 24, 1976 | E. L. Culver | 1000 | 900 |
| April 22, 1976 | Richard Edwards | 200 | 100 |
| May 20, 1976 | Ed Estes | 500 | 400 |
| April 2, 1976 | Yvonne Flipppo (Mrs. Ronnie Flipppo) | 450 | 350 |
| April 28, 1976 | Tom Fowler | 200 | 100 |
| April 21, 1976 | Ed Grills | 300 | 200 |

| | | | |
|-------------------------|-------------------------------------|-----|-----|
| May 19, 1976 | Bobby Griffin, Jr. | 150 | 50 |
| May 13, 1976 | Lawrence Goins | 102 | 2 |
| May 13, 1976 | Ellis Haddock | 300 | 200 |
| April 28, 1976 | Jerry Johns | 200 | 100 |
| April 28, 1976 | D. F. Johnson | 200 | 100 |
| March 5, 1976 | David Ladner | 502 | 402 |
| April 28, 1976 | Randy Lingo | 200 | 100 |
| May 17, 1976 | William Martin | 500 | 400 |
| May 31, 1976 | Howard Roberts | 500 | 400 |
| May 13 and July 2, 1976 | Tom Thrasher | 800 | 700 |
| April 28, 1976 | James Preston Trammel ^{*/} | 200 | 100 |
| April 28, 1976 | Bobby Weems | 200 | 100 |

^{*/} Represents collection from other individuals, see notarized letter of October 16, 1978.



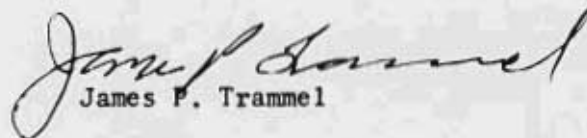
October 16, 1978

Ms. Carole L. Kuebler
c/o Williams & Jensen
1101 Connecticut Avenue N.W.
Washington, D.C. 20036

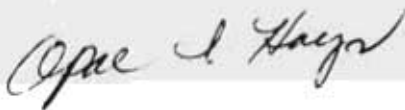
Dear Ms. Kuebler:

In reference to the donation given to Ronnie G. Flipppo and the Committee to Elect Ronnie G. Flipppo in the 1976 campaign. The contribution was collected as follows: Mr. Tom Hooper \$20, Mr. Bill Selby \$20, Mr. David Strickland \$20, Mr. Russell Clemons \$20, Miss Jan Ramsuer \$20 and Mr. Carlo Martin \$20. The remainder of the \$200 was donated by myself and presented to Mr. Flipppo as a gift.

Yours truly,


James P. Trammel

JPT/jsh



79040154482

PAUL ARNESON
MICHAEL BAUER
GAIL E. BOWMAN
WINFIELD P. CRIGLER
DONALD C. EVANS, JR.
ROBERT E. GLENNON
ROBERT E. JENSEN
CAROLE L. KUEBLER
FORBES MANER
JOHN J. McMACKIN, JR.*
GEORGE G. OLSEN
J. D. WILLIAMS

WILLIAMS & JENSEN
A PROFESSIONAL CORPORATION
LAWYERS

1101 CONNECTICUT AVENUE, N.W.

WASHINGTON, D. C. 20036

October 20, 1978

TELEPHONE
(202) 659-8201

*NOT ADMITTED IN D.C.

MEMORANDUM

FROM: Carole L. Kuebler *ck*

RE: Committee to Elect Ronnie G. Flipppo

ISSUE

Violations of 2 U.S.C. §441a(a)(1)(A), i.e. contributions in excess of \$1000 per election, via loans and loan endorsements.

BACKGROUND

1. Campaign of Ronnie G. Flipppo:

- Early February, 1976 - 20 year incumbent makes surprise announcement of retirement.
- February 13, 1976 - State Senator Ronnie G. Flipppo announces for Democratic nomination (he is joined, eventually by 9 other Democrats).
- May 4, 1976 primary - Flipppo makes run-off election.
- May 25, 1976 run-off, which Flipppo wins.

2. Loans

- a. March 18, 1976, \$33,000, loaned by Shoals National Bank to Committee to Elect Ronnie G. Flipppo (hereafter "The Committee") endorsed by R. Lonnie Flipppo in his capacity as Treasurer of the Committee.
- b. April 12, 1976, \$5,000 loaned by R. Lonnie Flipppo to Ronnie G. Flipppo.
- c. April 19, 1976, \$10,000 loaned by the Shoals National Bank to the Committee, endorsed by R. Lonnie Flipppo in his capacity as Treasurer of the Committee.

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- d. April 19 (or 20), 1976, \$30,000 loaned by 1st National Bank of Birmingham to Ronnie G. Flippo, personally. Note was endorsed in addition by R. Lonnie Flippo and William D. Biggs. Note was later transferred to Shoals National Bank. Mr. Biggs and Mr. Lonnie Flippo volunteered their endorsements, they were not required to do so by the bank, which was prepared to loan Mr. Ronnie Flippo the funds on the basis of his personal assets.

3. Net Worth, Assets of Ronnie G. Flippo

A complete net worth statement for Ronnie G. Flippo would show that he had personal assets to back these loans. His net worth includes 50% interest in a thriving Florence, Alabama CPA firm, home worth \$80,000 with a \$36,000 mortgage and part interest in 18 acres of land estimated to be worth \$100,000. Rep. Flippo estimates his net worth to be between \$70 and 80,000. Because of his lifelong reputation in the community and the knowledge the banks had of his personal assets, even the loans they made to the campaign were made with the understanding that he would back them personally in the event of a campaign shortfall.

The participants thought that this arrangement of the loans was legal and proper. They consulted a Florence, Ala. attorney, Robert Walker, of Walker & Musgrove who advised them that a bank could loan money to a campaign committee in the ordinary course of business. To the banks, "ordinary course of business" means that there are assets to make good the loans and as outlined above they knew that Ronnie Flippo would make good those loans with his personal assets which were adequate to cover the balance.

R. Lonnie Flippo, therefore, signed the two notes by Shoals National Bank in his capacity as Committee Treasurer, which was well known to the bank.

With respect to the \$5000 note from R. Lonnie Flippo to Ronnie Flippo, their family relationship formed the basis for this transaction (they are cousins). Prior to the Buckley v. Valeo decision by the Supreme Court in January, 1976, a candidate and his family could together give \$25,000 toward a House of Representatives election bid. When this provision (18 U.S.C. §608(a)) was declared unconstitutional in Buckley, it was totally unclear whether the candidate's family was unlimited in its ability to contribute or whether they were individually subject to the 1000 limit. The resolution of this question (the latter interpretation) did not occur at the very earliest until the enactment of the 1976 Amendments on May 11, 1976.

73710131484

As has been stated previously Rep. Flipppo and his campaign workers recall trying to get advice from the Federal Election Commission during this period to no avail because the Supreme Court's opinion in Buckley had, among other things, invalidated the authority of the Commission. It would be an understatement to say that total confusion about the content and application of the FECA was the rule nationwide during just the time period when the Committee and Rep. Flipppo ventured into their first federal campaign.

SUMMARY

Under the circumstances the actions of Rep. Flipppo, R. Lonnie Flipppo, William Biggs, and the Committee in attempting to obtain short-term financing for the campaign through bank loans made in the ordinary course of business to the campaign, backed by the candidate's personal assets and a family loan do not merit harsh punishment by the Commission. These individuals attempted to obtain legal advice and advice from the Commission which was not legally authorized to give advice during this period. They followed whatever advice they received although it turned out to be in error. The Commission is barred by general equitable principles from strictly enforcing a law for technical violations which may have been committed during a time period in which the Commission itself was not a legal functioning entity. Under the unusual, trying circumstances including a surprise campaign, a very short time period and the complete absence of FEC guidance the individuals in the Flipppo campaign did the best they could and much latitude should be allowed them in scrutinizing their actions after the fact.

7000013435



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

October 11, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. William D. Biggs
P.O. Box 245
Sheffield, Alabama 35660

Re: MUR 527(78)

Dear Mr. Biggs,

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441a(a)(1)(A) by making contributions to Mr. Ronnie G. Flippo and the Committee to Elect Ronnie G. Flippo in excess of \$1000 per election.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign

79040154486

it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to the agreement.

Sincerely,

William C. Oldaker
William C. Oldaker
General Counsel

Enclosure

cc: The Honorable Ronnie G. Flipppo

Carole L. Kuebler, Esquire
Williams and Jensen
1101 Connecticut Avenue, N.W.
Washington, D.C. 20036

79040154487

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
)
William D. Biggs)

MUR 527(78)

CONCILIATION AGREEMENT

This matter having been initiated by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that William D. Biggs (hereinafter "the Respondent") has violated 2 U.S.C. § 441a(a)(1)(A):

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a)(5), do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. The Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. The Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent facts in this matter are as follows :
 - A. On April 7, 1976, the Respondent made a contribution to the Committee to Elect Ronnie G. Flipppo in the amount of \$1000.
 - B. On April 20, 1976, the Respondent endorsed a promissory note in support of a \$30,000 loan obtained by Mr. Ronnie G. Flipppo from the First National Bank of Birmingham.

79040154188

Respondent was one of two endorsers of this promissory note.

C. On April 20, 1976, Mr. Ronnie G. Flippo made a loan of \$30,000 to the Committee to Elect Ronnie G. Flippo.

D. The above \$30,000 loan accepted by Mr. Ronnie G. Flippo from the First National Bank of Birmingham was transferred to the Shoals National Bank of Florence after September 7, 1976.

E. On July 26, 1976, the Committee to Elect Ronnie G. Flippo began making payments on the \$30,000 loan accepted from Mr. Ronnie G. Flippo. The first installment was paid to Mr. Flippo in the amount of \$4500, and on October 22, 1976, the Committee made the last payment to the Shoals National Bank in the amount of \$4000.

F. The final three installments made by the Committee to Elect Ronnie G. Flippo on the \$30,000 loan obtained from Mr. Ronnie G. Flippo were paid directly to the Shoals National Bank of Florence.

WHEREFORE, the Respondent agrees:

A. That the Respondent endorsed a promissory note with regard to a \$30,000 loan obtained by Mr. Ronnie G. Flippo from the First National Bank of Birmingham on April 20, 1976.

B. That the Respondent was one of two endorsers of the promissory note with regard to the above \$30,000 loan.

C. That on April 20, 1976, Mr. Ronnie G. Flippo made a \$30,000 loan to the Committee to Elect Ronnie G. Flippo.

D. That the Respondent endorsed the promissory note

79040154489

supporting the \$30,000 loan obtained by Mr. Ronnie G. Flipppo from the First National Bank of Birmingham for purposes of influencing Mr. Flipppo's nomination for election to Federal office.

E. That an endorsement of a bank loan to be used to influence the nomination for election of a person to Federal office constitutes a contribution to such person under 2 U.S.C. § 431(e)(1) and 11 CFR § 100.4(a)(1)(i).

F. That endorsements of a bank loan to be used to influence the nomination for election of any person to Federal office are to be considered contributions by each endorser in proportion of the unpaid balance thereof that each endorser or guarantor bears to the total number of endorser or guarantors. 2 U.S.C. § 431(e)(5).

G. That the Respondent's proportion of the unpaid balance of the \$30,000 loan obtained by Mr. Ronnie G. Flipppo from the First National Bank of Birmingham was initially \$15,000.

H. That Respondent's total contributions to Mr. Ronnie G. Flipppo and the Committee to Elect Ronnie G. Flipppo were \$16,000.

I. That total contributions of \$16,000 for one election constitute a violation of 2 U.S.C. § 441a(a)(1)(A).

J. That the Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.

K. That the Respondent will pay a civil penalty in the amount of Fifteen Thousand Dollars (\$15,000), pursuant to 2 U.S.C. § 437g(a)(5)(B).

79040154490

V. General Conditions

A. 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.

B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.

C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

Date

William C. Oldaker
General Counsel
Federal Election Commission

William D. Biggs

79040154491



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

October 11, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. E. L. Culver
Cloverdale Road
Florence, Alabama 35630

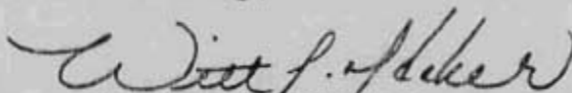
Dear Mr. Culver:

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441g by having made cash contributions to the Committee to Elect Ronnie G. Flipppo in excess of \$100 per campaign.

Please be advised that the Commission is under a duty to make every endeavor for a period of not more than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to this agreement.

Sincerely,


William C. Oldaker
General Counsel

Enclosure cc: The Honorable Ronnie G. Flipppo
Carole L. Kuebler, Esquire

79040154492

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

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MUR 527(78)

)

Mr. E.L. Culver

)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. E.L. Culver (hereinafter "the Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a)(5) do hereby agree as follows:

I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.

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

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

IV. The pertinent fact in this matter is as follows:

The Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on May 24, 1976, in the sum of \$1000.

7904015493

WHEREFORE, Respondent agrees:

A. That Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on May 24, 1976, in the amount of \$1000.

B. That the making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.

C. That Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.

D. That Respondent will pay a civil penalty of Nine Hundred (\$900) pursuant to 2 U.S.C. § 437g(a)(5)(B).

V. General Conditions

A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.

79040154494

C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Mr. E.L. Culver

79040154495



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

October 11, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Ed Estes
401 Meadow Hill Road
Sheffield, Alabama 35660

Dear Mr. Estes:

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441g by having made cash contributions to the Committee to Elect Ronnie G. Flipppo in excess of \$100 per campaign.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to this agreement.

Sincerely,

William C. O'Daker
General Counsel

Enclosure cc: The Honorable Ronnie G. Flipppo
Carole L. Kuebler, Esquire

79040154496

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

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MUR 527(78)

Mr. Ed Estes

)

)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. Ed Estes (hereinafter "the Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a)(5) do hereby agree as follows:

I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.

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

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

IV. The pertinent fact in this matter is as follows:

The Respondent made a cash contribution to the Committee to Elect Ronnie G. Flippo on May 20, 1976, in the sum of \$500.

79040154497

WHEREFORE, Respondent agrees:

A. That Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on May 20, 1976, in the amount of \$500.

B. That the making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.

C. That Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.

D. That Respondent will pay a civil penalty of Four Hundred Dollars (\$400) pursuant to 2 U.S.C. § 437g(a)(5)(B).

V. General Conditions

A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.

79040154498

C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Mr. Ed Estes

79040154499



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

October 11, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Lawrence Goins
Bridge Road
Florence, Alabama 35630

Dear Mr. Goins:

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441g by having made cash contributions to the Committee to Elect Ronnie G. Flipppo in excess of \$100 per campaign.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to this agreement.

Sincerely,

William C. Oldaker
William C. Oldaker
General Counsel

Enclosure

cc: The Honorable Ronnie G. Flipppo
Carole L. Kuebler, Esquire

79040154500

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Mr. Lawrence Goins

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)

MUR 527(78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. Lawrence Goins (hereinafter "the Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a)(5) do hereby agree as follows:

I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.

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

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

IV. The pertinent fact in this matter is as follows:

The Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on May 13, 1976, in the sum of \$102.

79040134501

WHEREFORE, Respondent agrees:

A. That Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on May 13, 1976, in the amount of \$102.

B. That the making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.

C. That Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.

V. General Conditions

A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter at issue here, 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.

B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.

79040154502

C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Mr. Lawrence Goins

7 9 0 4 0 1 5 4 5 0 3



FEDERAL ELECTION COMMISSION

1125 K STREET N.W.
WASHINGTON, D.C. 20463

October 11, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. David Ladner
Shoals Acres
Sheffield, Alabama 35660

Dear Mr. Ladner:

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441g by having made cash contributions to the Committee to Elect Ronnie G. Flipppo in excess of \$100 per campaign.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to this agreement.

Sincerely,

William C. Oldaker
William C. Oldaker
General Counsel

Enclosure

cc: The Honorable Ronnie G. Flipppo
Carole L. Kuebler, Esquire

79040134504

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Mr. David Ladner

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)
)

MUR 527(78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. David Ladner (hereinafter "the Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a)(7) do hereby agree as follows:

I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.

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

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

IV. The pertinent fact in this matter is as follows:

The Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on March 5, 1976, in the sum of \$502.

79040154505

WHEREFORE, Respondent agrees:

A. That Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on March 5, 1976, in the amount of \$502.

B. That the making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.

C. That Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.

D. That Respondent will pay a civil penalty of Four Hundred and Two Dollars (\$402) pursuant to 2 U.S.C. § 437g(a)(5)(B).

V. General Conditions

A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement

79040154506

C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Mr. David Ladner

79040154507



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

October 11, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. William Martin, Jr.
403 Park Boulevard
Sheffield, Alabama 35660

Dear Mr. Martin:

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441g by having made cash contributions to the Committee to Elect Ronnie G. Flipppo in excess of \$100 per campaign.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to this agreement.

Sincerely,

William C. Oldaker
General Counsel

Enclosure cc: The Honorable Ronnie G. Flipppo
Carole L. Kuebler, Esquire

79040154508

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

Mr. William Martin, Jr.

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)

MUR 527(78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. William Martin, Jr. (hereinafter "the Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a)(5) do hereby agree as follows:

I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.

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

III. The Respondent enters into this Agreement with the Commission voluntarily.

IV. The pertinent fact in this matter is as follows:

The Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on May 17, 1976, in the sum of \$500.

79040134509

WHEREFORE, Respondent agrees:

A. That Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on May 17, 1976, in the amount of \$500.

B. That the making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.

C. That Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.

D. That Respondent will pay a civil penalty of Four Hundred Dollars (\$400) pursuant to 2 U.S.C. § 437g(a)(5)(B).

V. General Conditions

A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.

79040154510

C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Mr. Bill Martin

79040154511

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
Mr. Sidney White)

MUR 527 (78)

CERTIFICATION

I, Marjorie W. Emmons, Secretary to the Federal Election Commission, do hereby certify that on October 25, 1978, the Commission determined by a vote of 4-0 to adopt the recommendation, as set forth in the General Counsel's Report - Supplement dated October 11, 1978, to vitiate the September 28, 1978 finding of reasonable cause to believe that Mr. Sidney White has violated 2 U.S.C. §441g.

Voting for this determination were Commissioners Harris, Staebler, Thomson, and Springer.

10/25/78

Date

Marjorie W. Emmons

Marjorie W. Emmons
Secretary to the Commission

Report signed:
Report received in Office of Commission Secretary: 10-20-78, 1:46
Circulated on 48 hour vote basis: 10-23-78, 9:00

73040154512

October 20, 1978

MEMORANDUM TO: Marge Emmons
FROM: Elissa T. Garr
SUBJECT: MUR 527

Please have the attached Supplement to the
General counsel's Report on MUR 527 distributed to the
Commission on a 48 hour tally basis.

Thank you.

7 9 0 4 0 1 3 4 5 1 3

RECEIVED
OFFICE OF THE
COMMISSIONER OF THE
ELECTIONS

BEFORE THE FEDERAL ELECTION COMMISSION

78 OCT 20 P 1: 46

October 11, 1978

In the Matter of
Mr. Sidney White

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)
)

MUR 527(78)

GENERAL COUNSEL'S REPORT - SUPPLEMENT

On September 28, 1978, the Commission found reasonable cause to believe that Mr. Sidney White had violated 2 U.S.C. § 441g by making an excessive cash contribution to the Committee to Elect Ronnie G. Flipppo ("the Committee"). Mr. White's name should not have been included in the list of persons deemed in violation of 2 U.S.C. § 441g; he was not included in the list at the time the Commission found reason to believe that excessive cash contributions had been made to the Committee.

Although Mr. White appeared on the auditors' initial list of excessive cash contributors as the contributor of one-half of a \$300 cash contribution, the Committee has since explained that the \$300 contribution was made only by Mr. James Box. The contribution was disclosed on the Committee's reports as coming only from Mr. Box, and the entire amount was refunded to him.

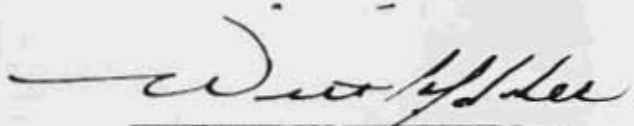
We therefore ask the Commission to vitiate its findings with regard to Mr. White.

79040154514

RECOMMENDATION

Vitiate September 28, 1978, finding of reasonable
cause to believe that Mr. Sidney White has violated
2 U.S.C. § 441g.

10/19/78
Date


William C. Oldaker
General Counsel

79040154515



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

October 11, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Bobby Weems
P.O. Box 6214A
Birmingham, Alabama 35217

Dear Mr. Weems:

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441g by having made cash contributions to the Committee to Elect Ronnie G. Flipppo in excess of \$100 per campaign.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to this agreement.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

cc: The Honorable Ronnie G. Flipppo
Carole L. Kuebler, Esquire

79040154516

PS Form 3811, Apr. 1977

RETURN RECEIPT REGISTERED, INSURED AND CERTIFIED MAIL

MUR 527 A. Weissbach

1. SENDER Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
- ☐ Show to whom and date delivered.
 - ☒ Show to whom, date, and address of delivery.
 - ☐ RESTRICTED DELIVERY
Show to whom and date delivered.
 - ☐ RESTRICTED DELIVERY
Show to whom, date, and address of delivery.
- (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
 Mr. Bobby Weems
 P.O. Box 6214A
 Birmingham, Alabama 35203

3. ARTICLE DESCRIPTION

| | | |
|----------------|---------------|-------------|
| REGISTERED NO. | CERTIFIED NO. | INSURED NO. |
| | 943561 | |

(Always obtain signature of addressee or agent)

I have received the article described above.
 SIGNATURE ☐ Addressee ☐ Authorized agent

4. 
 DATE OF DELIVERY 10-16-78

POSTMARK

5. ADDRESS (Complete only if requested)
 PO Box 6214A

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

79040154517

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Bobby Weems
P.O. Box 6214A
Birmingham, Alabama 35217

Dear Mr. Weems:

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441g by having made cash contributions to the Committee to Elect Ronnie G. Flippo in excess of \$100 per campaign.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to this agreement.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

cc: The Honorable Ronnie G. Flippo
Carole L. Kuebler, Esquire

ACB/jg/11

79040154518

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

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MUR 527(78)

Mr. Bobby Weems

)

)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. Bobby Weems (hereinafter "the Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a)(5) do hereby agree as follows:

I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.

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

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

IV. The pertinent fact in this matter is as follows:

The Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the sum of \$200.

79040154519

WHEREFORE, Respondent agrees:

A. That Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$200.

B. That the making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.

C. That Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.

D. That Respondent will pay a civil penalty of One Hundred Dollars (\$100) pursuant to 2 U.S.C. § 437g(a)(5)(B).

V. General Conditions

A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

B. It is further agreed that this Concilation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.

79040154520

C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Mr. Bobby Weems

72040154521



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

October 11, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. James R. Box
201 East 4th Street
Sheffield, Alabama 35660

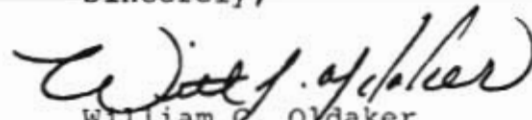
Dear Mr. Box:

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441g by having made cash contributions to the Committee to Elect Ronnie G. Flipflo in excess of \$100 per campaign.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to this agreement.

Sincerely,


William C. Oldaker
General Counsel

Enclosure cc: The Honorable Ronnie G. Flipflo
Carole L. Kuebler, Esquire

72010154522

79040154523

MUR 527 A. Weissenborn

PS Form 3811 Apr 1977 RETURN RECEIPT REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
☐ Show to whom and date delivered
☒ Show to whom, date, and address of delivery
☐ RESTRICTED DELIVERY
Show to whom and date delivered
☐ RESTRICTED DELIVERY
Show to whom, date, and address of delivery \$
(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Mr. James R. Bon
201 East 4th Street
Sheffield, Alabama 35660

3. ARTICLE DESCRIPTION:
REGISTERED NO. CERTIFIED NO. INSURED NO.
943573

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

4. DATE OF DELIVERY 10-16-78

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. James R. Box
201 East 4th Street
Sheffield, Alabama 35660

Dear Mr. Box:

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441g by having made cash contributions to the Committee to Elect Ronnie G. Flipppo in excess of \$100 per campaign.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to this agreement.

Sincerely,

William C. Oldaker
General Counsel

Enclosure cc: The Honorable Ronnie G. Flipppo
Carole L. Kuebler, Esquire

AW
10/10/78

79040154524

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)

James R. Box)

MUR 527(78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that James R. Box (hereinafter "the Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a)(5) do hereby agree as follows:

I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.

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

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

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

The Respondent made cash contributions to the Committee to Elect Ronnie G. Flippo on April 1, April 2 and April 28, 1976, totaling \$550.

79040154525

WHEREFORE, the Respondent agrees:

A. That the Respondent made cash contributions to the Committee to Elect Ronnie G. Flipppo on April 1, April 2 and April 28, 1976, totaling \$550.

B. That the making of cash contributions in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.

C. That the Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.

D. That the Respondent will pay a civil penalty of Four Hundred and Fifty Dollars (\$450), pursuant to 2 U.S.C. §437g(a)(5)(B).

V. General Conditions

A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.

C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the

79040154525

same and the Commission has approved the entire Agreement.

Date

William C. Oldaker
General Counsel
Federal Election Commission

James R. Box

7 2 0 4 0 1 3 4 5 2 7



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

October 11, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Preston Trammell
2630 8th Avenue, N.
Birmingham, Alabama 35203

Dear Mr. Trammell:

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441g by having made cash contributions to the Committee to Elect Ronnie G. Flipppo in excess of \$100 per campaign.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to this agreement.

Sincerely,

William C. Oldaker
William C. Oldaker
General Counsel

Enclosure

cc: The Honorable Ronnie G. Flipppo
Carole L. Kuebler, Esquire

7 3 0 1 0 1 5 4 5 2 8

RETURN RECEIPT, REQUESTED

MUR 527 **A. Weissbach**

● SENDER Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
☐ Show to whom and date delivered
☒ Show to whom, date, and address of delivery
☐ RESTRICTED DELIVERY
Show to whom and date delivered
☐ RESTRICTED DELIVERY
Show to whom, date, and address of delivery
(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Mr. Preston Trammell
3630 8th Avenue, N.
Birmingham, Alabama 35203

3. ARTICLE DESCRIPTION:
REGISTERED NO. CERTIFIED NO. INSURED NO.
943563

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent
Due Duboy

4. DATE OF DELIVERY
10/16/79

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

☆GPO 1977-5-20

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Preston Trammell
2630 8th Avenue, N.
Birmingham, Alabama 35203

Dear Mr. Trammell:

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441g by having made cash contributions to the Committee to Elect Ronnie G. Flipppo in excess of \$100 per campaign.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to this agreement.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

cc: The Honorable Ronnie G. Flipppo
Carole L. Kuebler, Esquire

10/2/80
AW

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Mr. Preston Trammell

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)

MUR 527(78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. Preston Trammell (hereinafter "the Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a)(5) do hereby agree as follows:

I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.

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

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

IV. The pertinent fact in this matter is as follows:

The Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the sum of \$200.

79040154531

WHEREFORE, Respondent agrees:

A. That Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$200.

B. That the making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.

C. That Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.

D. That Respondent will pay a civil penalty of One Hundred Dollars (\$100) pursuant to 2 U.S.C. § 437g(a)(5)(B).

V. General Conditions

A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.

72040154532

C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Mr. Preston Trammell

79040154533



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

October 11, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Tom Thrasher
612 Wheeler Avenue, N.W.
Huntsville, Alabama 35801

Dear Mr. Thrasher

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441g by having made cash contributions to the Committee to Elect Ronnie G. Flipppo in excess of \$100 per campaign.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to this agreement.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

cc: The Honorable Ronnie G. Flipppo
Carole L. Kuebler, Esquire

79040154534

79040154535

NUR 527 A. Weissman

PS Form 3811, Apr 1977 RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
☐ Show to whom and date delivered. *c*
☒ Show to whom, date, and address of delivery. *c*
☒ RESTRICTED DELIVERY
 Show to whom and date delivered. *d*
☐ RESTRICTED DELIVERY
 Show to whom, date, and address of delivery. *s*
 (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Mr. Tom Thrasher
612 Wheeler Avenue, N.W.
Huntsville, Alabama 35801

3. ARTICLE DESCRIPTION:
 REGISTERED NO. *943559* CERTIFIED NO. INSURED NO.

(Always obtain signature of addressee or agent)

I have received the article described above.
 SIGNATURE ☐ Addressee ☐ Authorized agent
Leo S. Hines

4. DATE OF DELIVERY *OCT 16 1978* POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Tom Thrasher
612 Wheeler Avenue, N.W.
Huntsville, Alabama 35890

Dear Mr. Thrasher

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441g by having made cash contributions to the Committee to Elect Ronnie G. Flipppo in excess of \$100 per campaign.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to this agreement.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

cc: The Honorable Bonnie G. Flipppo
Carole L. Kuebler, Esquire

AC 10/6/78

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

Tom Thrasher

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)
)
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MUR 527(78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Tom Thrasher (hereinafter "the Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and the Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a)(5) do hereby agree as follows:

I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.

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

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

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

The Respondent made cash contributions to the Committee to Elect Ronnie G. Flipppo on May 13, 1976 and July 2, 1976, totaling \$800.

79010154537

WHEREFORE, the Respondent agrees:

A. That the Respondent made cash contributions to the Committee to Elect Ronnie G. Flipppo on May 13, 1976, and July 2, 1976, totaling \$800.

B.. That the making of cash contributions in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.

C. That the Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.

D. That the Respondent will pay a civil penalty of Seven Hundred Dollars (\$700) pursuant to 2 U.S.C. § 437g(a)(5)(B).

V. General Conditions

A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.

7 9 0 4 0 1 5 4 5 3 8

C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Tom Thrasher

79040154539



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

October 11, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Tom Fowler
c/o Carole L. Kuebler, Esquire
Williams and Jenson
1101 Connecticut Avenue, N.W.
Washington, D.C. 20036

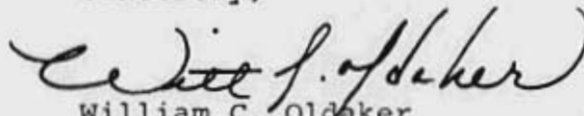
Dear Mr. Fowler:

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441g by having made cash contributions to the Committee to Elect Ronnie G. Flipppo in excess of \$100 per campaign.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to this agreement.

Sincerely,


William C. Oldaker
General Counsel

Enclosure

cc: The Honorable Ronnie G. Flipppo
Carole L. Kuebler, Esquire

79010154540

7 2 0 1 0 1 5 4 5 4 1

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Tom Fowler
c/o Carole L. Kuebler, Esquire
Williams and Jenson
1101 Connecticut Avenue, N.W.
Washington, D.C. 20036

Dear Mr. Fowler:

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441g by having made cash contributions to the Committee to Elect Ronnie G. Flipppo in excess of \$100 per campaign.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to this agreement.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

cc: The Honorable Ronnie G. Flipppo
Carole L. Kuebler, Esquire

AW
10/1/78

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

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MUR 527(78)

Mr. Tom Fowler

)

)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. Tom Fowler (hereinafter "the Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a)(5) do hereby agree as follows:

I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.

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

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

IV. The pertinent fact in this matter is as follows:

The Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the sum of \$200.

79040154542

WHEREFORE, Respondent agrees:

A. That Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$200.

B. That the making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.

C. That Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.

D. That Respondent will pay a civil penalty of One Hundred Dollars (\$100) pursuant to 2 U.S.C. § 437g(a)(5)(B).

V. General Conditions

A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.

72040154543

C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Mr. Tom Fowler

79040154544



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

October 11, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Ms. Yvonne Flipppo
c/o Mr. R. Lonnie Flipppo
P.O. Box 1221
Florence, Alabama 35630

Dear Ms. Flipppo:

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441g by having made cash contributions to the Committee to Elect Ronnie G. Flipppo in excess of \$100 per campaign.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to this agreement.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

cc: The Honorable Ronnie G. Flipppo
Carole L. Duebler, Esquire

7 0 0 1 0 1 5 4 5 4 3

79040154546

PS Form 3811, Apr. 1977

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

MUR-527 A. Weisenbach

SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
☐ Show to whom and date delivered
☒ Show to whom, date, and address of delivery
☒ RESTRICTED DELIVERY
 Show to whom and date delivered
☐ RESTRICTED DELIVERY
 Show to whom, date, and address of delivery
 (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
 Ms. Yvonne Flippo
 c/o Mr. R. Lonnie Flippo
 P.O. Box 1021 Florence, Alabama 35962

3. ARTICLE DESCRIPTION:
 REGISTERED NO. CERTIFIED NO. INSURED NO.
 443566
 (Always obtain signature of addressee or agent)

I have received the article described above.
 SIGNATURE ☐ Addressee ☐ Authorized agent

4. Ethel McDonald
 DATE OF DELIVERY POSTMARK

5. ADDRESS (Complete only if requested)
 10-16-78

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Ms. Yvonne Flipppo
c/o Mr. R. Lonnie Flipppo
P.O. Box 1221
Florence, Alabama 35630

Dear Ms. Flipppo:

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441g by having made cash contributions to the Committee to Elect Ronnie G. Flipppo in excess of \$100 per campaign.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to this agreement.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

cc: The Honorable Ronnie G. Flipppo
Carole L. Duebler, Esquire

AW/06/72

79040154547

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Ms. Yvonne Flippo

)
)
)

MUR 527(78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Ms. Yvonne Flippo (hereinafter "the Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a)(5) do hereby agree as follows:

I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.

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

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

IV. The pertinent fact in this matter is as follows:

The Respondent made a cash contribution to the Committee to Elect Ronnie G. Flippo on April 2, 1976, in the sum of \$450.

79040154548

WHEREFORE, Respondent agrees:

A. That Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 2, 1976, in the amount of \$450.

B. That the making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g

C. That Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.

D. That Respondent will pay a civil penalty of Three Hundred and Fifty Dollars (\$350) pursuant to 2 U.S.C. § 437g(a)(5) (B).

V. General Conditions

A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(4)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.

79040154549

C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Ms. Yvonne Flipppo

79040154550



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

October 11. 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Ed Estes
401 Meadow Hill Road
Sheffield, Alabama 35660

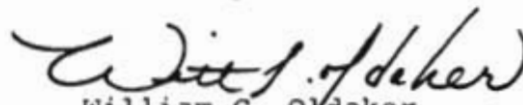
Dear Mr. Estes:

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441g by having made cash contributions to the Committee to Elect Ronnie G. Flipppo in excess of \$100 per campaign.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to this agreement.

Sincerely,


William C. Oldaker
General Counsel

Enclosure cc: The Honorable Ronnie G. Flipppo
Carole L. Kuebler, Esquire

7 9 0 4 0 1 5 4 5 5 1

NOT RESENT

AW REPT LETTER

10/25

PS Form 3811 Apr 1977 RETURN RECEIPT REGISTERED, INSURED AND CERTIFIED MAIL

MUR-527 A. Weissenborn

1. SENDER Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse

1. The following service is requested (check one)

☐ Show to whom and date delivered

☒ Show to whom, date, and address of delivery

☐ RESTRICTED DELIVERY Show to whom and date delivered

☐ RESTRICTED DELIVERY Show to whom, date, and address of delivery

(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO

Mr. Ed Estes
401 Meadows Hill Road
Sheffield, Alabama 35660

3. ARTICLE DESCRIPTION

REGISTERED NO. CERTIFIED NO. INSURED NO.

943574

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE ☐ Addressee ☒ Authorized agent

4. DATE OF DELIVERY POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

NOT RESENT
MOVED

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Ed Estes
401 Meadow Hill Road
Sheffield, Alabama 35660

Dear Mr. Estes:

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441g by having made cash contributions to the Committee to Elect Ronnie G. Flipppo in excess of \$100 per campaign.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to this agreement.

Sincerely,

William C. Oldaker
General Counsel

Enclosure cc: The Honorable Ronnie G. Flipppo
Carole L. Kuebler, Esquire

AW
10/6/78

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Mr. Ed Estes

)
)
)

MUR 527(78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. Ed Estes (hereinafter "the Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a)(5) do hereby agree as follows:

I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.

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

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

IV. The pertinent fact in this matter is as follows:

The Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on May 20, 1976, in the sum of \$500.

79010154554

WHEREFORE, Respondent agrees:

A. That Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on May 20, 1976, in the amount of \$500.

B. That the making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.

C. That Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.

D. That Respondent will pay a civil penalty of Four Hundred Dollars (\$400) pursuant to 2 U.S.C. § 437g(a)(5)(B).

V. General Conditions

A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.

72010154555

C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Mr. Ed Estes

79040154556



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

October 11, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Richard Edwards
P.O. Box 152
Calera, Alabama 35040

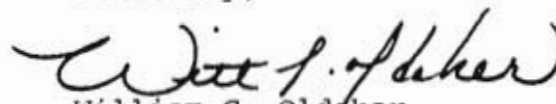
Dear Mr. Edwards:

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441g by having made cash contributions to the Committee to Elect Ronnie G. Flipppo in excess of \$100 per campaign.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to this agreement.

Sincerely,


William C. Oldaker
General Counsel

Enclosure cc: The Honorable Ronnie G. Flipppo
Carole L. Kuebler, Esquire

7 2 0 4 0 1 5 4 5 5 7

79040154558

MUR-527

A. Weissenborn

PS Form 3811, Apr 1977

● SENDER Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse

1. The following service is requested (check one).
☐ Show to whom and date delivered
☒ Show to whom, date, and address of delivery
☒ RESTRICTED DELIVERY
 Show to whom and date delivered
☐ RESTRICTED DELIVERY
 Show to whom, date, and address of delivery \$
 (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
 Mr. Richard Edwards
 P.O. Box 152
 Calera, Alabama 35040

3. ARTICLE DESCRIPTION:
 REGISTERED NO. CERTIFIED NO. INSURED NO.
 943544

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE

☐ Addressee☐ Authorized agent

DATE OF DELIVERY

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

POSTMARK

OCT

1978

CLERK'S
INITIALS

★DPG 1977-8-1000

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

7 9 0 4 0 1 5 4 5 5 9

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Richard Edwards
P.O. Box 152
Calera, Alabama 35040

Dear Mr. Edwards:

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441g by having made cash contributions to the Committee to Elect Ronnie G. Flipppo in excess of \$100 per campaign.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to this agreement.

Sincerely,

William C. Oldaker
General Counsel

Enclosure cc: The Honorable Ronnie G. Flipppo
Carole L. Kuebler, Esquire

A.W. 4/78

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Mr. Richard Edwards

)
)
)

MUR 527(78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. Richard Edwards (hereinafter "the Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a)(5) do hereby agree as follows:

I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.

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

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

IV. The pertinent fact in this matter is as follows:

The Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the sum of \$200.

79010154563

WHEREFORE, Respondent agrees:

A. That Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$200.

B. That the making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.

C. That Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.

D. That Respondent will pay a civil penalty of One Hundred Dollars (\$100) pursuant to 2 U.S.C. § 437g(a)(5)(B).

V. General Conditions

A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A) and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.

72940134561

C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Mr. Richard Edwards

79040154562



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

October 11, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. E. L. Culver
Cloverdale Road
Florence, Alabama 35630

Dear Mr. Culver:

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441g by having made cash contributions to the Committee to Elect Ronnie G. Flipppo in excess of \$100 per campaign.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to this agreement.

Sincerely,

William C. Oldaker
General Counsel

Enclosure cc: The Honorable Ronnie G. Flipppo
Carole L. Kuebler, Esquire

7 3 0 1 0 1 3 4 5 6 3

NOT RESENT
DW 10/25
KEPT
LETTER

MUR-527 A. Weissenborn

PS Form 3811, Apr 1977 RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

• SENDER: Complete items 1, 2, and 3.
Add your address in the RETURN TO space on reverse

1 The following service is requested (check one).
☐ Show to whom and date delivered.
☒ Show to whom, date, and address of delivery.
☐ RESTRICTED DELIVERY
Show to whom and date delivered.
☐ RESTRICTED DELIVERY
Show to whom, date, and address of delivery. \$
(CONSULT POSTMASTER FOR FEES)

2 ARTICLE ADDRESSED TO:
Mr. E. L. ...
Concordia ...
Florence, Alabama 35630

3 ARTICLE DESCRIPTION:
REGISTERED NO. 949367 CERTIFICATE NO. INSURED NO.

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

4 DATE OF DELIVERY POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

79040154564

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. E. L. Culver
Cloverdale Road
Florence, Alabama 35630

Dear Mr. Culver:

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441g by having made cash contributions to the Committee to Elect Ronnie G. Flippo in excess of \$100 per campaign.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to this agreement.

Sincerely,

William C. Oldaker
General Counsel

Enclosure cc: The Honorable Ronnie G. Flippo
Carole L. Kuebler, Esquire

AW
10/6/71

79040134565

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Mr. E.L. Culver

)
)
)

MUR 527(78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. E.L. Culver (hereinafter "the Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a)(5) do hereby agree as follows:

I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.

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

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

IV. The pertinent fact in this matter is as follows:

The Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on May 24, 1976, in the sum of \$1000.

79010154566

WHEREFORE, Respondent agrees:

A. That Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on May 24, 1976, in the amount of \$1000.

B. That the making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.

C. That Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.

D. That Respondent will pay a civil penalty of Nine Hundred (\$900) pursuant to 2 U.S.C. § 437g(a)(5)(B).

V. General Conditions

A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.

79910134567

C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Mr. E.L. Culver

79040154568



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

October 11, 1978

Mr. Larry Clayton
2901 3rd Avenue, N.
Birmingham, Alabama 35203

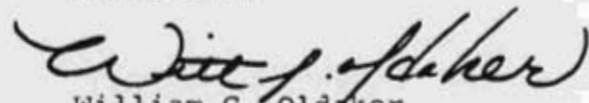
Dear Mr. Clayton:

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441g by having made cash contributions to the Committee to Elect Ronnie G. Flipppo in excess of \$100 per campaign.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to this agreement.

Sincerely,


William C. Oldaker
General Counsel

Enclosure cc: The Honorable Ronnie G. Flipppo
Carole L. Kuebler, Esquire

79040154569

79040154570

PS Form 3811, Apr. 1977 RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

MUR- 527 A. Weissenborn

● SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
☐ Show to whom and date delivered
☒ Show to whom, date, and address of delivery
☐ RESTRICTED DELIVERY
Show to whom and date delivered
☐ RESTRICTED DELIVERY
Show to whom, date, and address of delivery \$
(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Mr. Larry Clayton
3901 3rd Avenue, N.
Birmingham, Alabama 35203

3. ARTICLE DESCRIPTION:
REGISTERED NO. CERTIFIED NO. INSURED NO.
943352

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent
James Hordley

4. DATE OF DELIVERY

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

POST OFFICE
16
1970

CLERK'S
INITIALS

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Larry Clayton
2901 3rd Avenue, N.
Birmingham, Alabama

Dear Mr. Clayton:

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441g by having made cash contributions to the Committee to Elect Ronnie G. Flipppo in excess of \$100 per campaign.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to this agreement.

Sincerely,

William C. Oldaker
General Counsel

Enclosure cc: The Honorable Ronnie G. Flipppo
Carole L. Kuebler, Esquire

AW
10/6/78

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Mr. Larry Clayton

)
)
)

MUR 527(78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. Larry Clayton (hereinafter "the Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a)(5) do hereby agree as follows:

I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.

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

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

IV. The pertinent fact in this matter is as follows:

The Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the sum of \$200.

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WHEREFORE, Respondent agrees:

A. That Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$200.00.

B. That the making of a cash contribution in excess of \$100.00 per campaign is a violation of 2 U.S.C. § 441g.

C. That Respondent will now, and in the future, comply in all respects with the Federal Election Act of 1971, as amended.

D. That Respondent will pay a civil penalty of One Hundred Dollars (\$100) pursuant to 2 U.S.C. § 437g(a)(5)(B).

V. General Conditions

A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to this matter set forth in this Agreement.

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C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Mr. Larry Clayton

79040154574



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

October 11, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. William D. Biggs
P.O. Box 245
Sheffield, Alabama 35660

Re: MUR 527(78)

Dear Mr. Biggs,

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441a(a)(1)(A) by making contributions to Mr. Ronnie G. Flipppo and the Committee to Elect Ronnie G. Flipppo in excess of \$1000 per election.

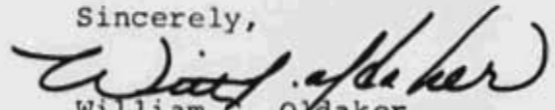
Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign

79040154573

it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to the agreement.

Sincerely,


William C. Oydaker
General Counsel

Enclosure

cc: The Honorable Ronnie G. Flipppo

Carole L. Kuebler, Esquire
Williams and Jensen
1101 Connecticut Avenue, N.W.
Washington, D.C. 20036

7 9 0 1 0 1 5 4 5 7 6

RESENT
10/25 AW

527AW

PS Form 3811 Apr 1977

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

| | | |
|---|----------|--|
| ● SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse. | | |
| 1. The following service is requested (check one). <input type="checkbox"/> Show to whom and date delivered c <input checked="" type="checkbox"/> Show to whom, date, and address of delivery c <input type="checkbox"/> RESTRICTED DELIVERY Show to whom and date delivered c <input type="checkbox"/> RESTRICTED DELIVERY Show to whom, date, and address of delivery \$ (CONSULT POSTMASTER FOR FEES) | | |
| 2. ARTICLE ADDRESSED TO: William D. Biggs P.O. Box 845 SHEPHERD, ALA 35660 | | |
| 3. ARTICLE DESCRIPTION: REGISTERED NO. CERTIFIED NO. INSURED NO. 943566 | | |
| (Always obtain signature of addressee or agent) | | |
| I have received the article described above. SIGNATURE <input checked="" type="checkbox"/> Addressee <input type="checkbox"/> Authorized agent | | |
| 4. DATE OF DELIVERY | POSTMARK | |
| 5. ADDRESS (and only if requested) | POSTMARK | |
| 6. UNABLE TO DELIVER BECAUSE: | | |

☆ GPO 1977



CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. William D. Biggs
P.O. Box 245
Sheffield, Alabama 35660

Re: MUR 527(88)

Dear Mr. Biggs,

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441a(a)(1)(A) by making contributions to Mr. Ronnie G. Flipppo and the Committee to Elect Ronnie B. Flipppo in excess of \$1000 per election.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign

AW
10/6/78

7 9 0 4 0 1 5 4 5 7 3

it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to the agreement.

Sincerely,

William C. Oodaker
General Counsel

Enclosure

cc: The Honorable Ronnie G. Flipppo

Carole L. Kuebler, Esquire
Williams and Jensen
1101 Connecticut Avenue, N.W.
Washington, D.C. 20036

79040154579

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
)
William D. Biggs)

MUR 527(78)

CONCILIATION AGREEMENT

This matter having been initiated by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that William D. Biggs (hereinafter "the Respondent") has violated 2 U.S.C. § 441a(a)(1)(A):

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a)(5), do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. The Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. The Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent facts in this matter are as follows :
 - A. On April 7, 1976, the Respondent made a contribution to the Committee to Elect Ronnie G. Flipppo in the amount of \$1000.
 - B. On April 20, 1976, the Respondent endorsed a promissory note in support of a \$30,000 loan obtained by Mr. Ronnie G. Flipppo from the First National Bank of Birmingham.

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Respondent was one of two endorsers of this promissory note.

C. On April 20, 1976, Mr. Ronnie G. Flipppo made a loan of \$30,000 to the Committee to Elect Ronnie G. Flipppo.

D. The above \$30,000 loan accepted by Mr. Ronnie G. Flipppo from the First National Bank of Birmingham was transferred to the Shoals National Bank of Florence after September 7, 1976.

E. On July 26, 1976, the Committee to Elect Ronnie G. Flipppo began making payments on the \$30,000 loan accepted from Mr. Ronnie G. Flipppo. The first installment was paid to Mr. Flipppo in the amount of \$4500, and on October 22, 1976, the Committee made the last payment to the Shoals National Bank in the amount of \$4000.

F. The final three installments made by the Committee to Elect Ronnie G. Flipppo on the \$30,000 loan obtained from Mr. Ronnie G. Flipppo were paid directly to the Shoals National Bank of Florence.

WHEREFORE, the Respondent agrees:

A. That the Respondent endorsed a promissory note with regard to a \$30,000 loan obtained by Mr. Ronnie G. Flipppo from the First National Bank of Birmingham on April 20, 1976.

B. That the Respondent was one of two endorsers of the promissory note with regard to the above \$30,000 loan.

C. That on April 20, 1976, Mr. Ronnie G. Flipppo made a \$30,000 loan to the Committee to Elect Ronnie G. Flipppo.

D. That the Respondent endorsed the promissory note

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supporting the \$30,000 loan obtained by Mr. Ronnie G. Flipppo from the First National Bank of Birmingham for purposes of influencing Mr. Flipppo's nomination for election to Federal office.

E. That an endorsement of a bank loan to be used to influence the nomination for election of a person to Federal office constitutes a contribution to such person under 2 U.S.C. § 431(e)(1) and 11 CFR § 100.4(a)(1)(i).

F. That endorsements of a bank loan to be used to influence the nomination for election of any person to Federal office are to be considered contributions by each endorser in proportion of the unpaid balance thereof that each endorser or guarantor bears to the total number of endorsers or guarantors. 2 U.S.C. § 431(e)(5).

G. That the Respondent's proportion of the unpaid balance of the \$30,000 loan obtained by Mr. Ronnie G. Flipppo from the First National Bank of Birmingham was initially \$15,000.

H. That Respondent's total contributions to Mr. Ronnie G. Flipppo and the Committee to Elect Ronnie G. Flipppo were \$16,000.

I. That total contributions of \$16,000 for one election constitute a violation of 2 U.S.C. § 441a(a)(1)(A).

J. That the Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.

K. That the Respondent will pay a civil penalty in the amount of Fifteen Thousand Dollars (\$15,000), pursuant to 2 U.S.C. § 437g(a)(5)(B).

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V. General Conditions

A. 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.

B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.

C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

Date

William C. Oldaker
General Counsel
Federal Election Commission

William D. Biggs

79040154583



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

October 11, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

The Honorable Ronnie G. Flipppo
U.S. House of Representatives
Cannon House Office Building
Washington, D.C.

Re: MUR 527(78)

Dear Mr. Flipppo,

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441a(f) by accepting excessive contributions from Mr. R. Lonnie Flipppo and Mr. William D. Biggs.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please

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sign it and return it to the Commission within ten days of your receipt of this latter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to the agreement.

Sincerely,

William C. Oldaker
William C. Oldaker
General Counsel

Enclosure

cc: Carole L. Kuebler, Esquire
Williams and Jensen
1101 Connecticut Avenue, N.W.
Washington, D.C. 20036

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527 AW

SENDER: Complete items 1, 2, 3, and 4. Add your address in the "RETURN TO" space on the back.

1. The following service is requested (check one):
☐ Show to whom and date delivered.
☒ Show to whom, date, and address of delivery.
☐ RESTRICTED DELIVERY
☐ Show to whom and date delivered.
☐ RESTRICTED DELIVERY
☐ Show to whom, date, and address of delivery.
 (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
 Mr. Annie G. Flipper
 601 N. W. 24th St.
 Miami, FL 33134

3. ARTICLE DESCRIPTION:
 REGISTERED NO. 943545
 CERTIFIED NO. INSURED NO.

(Always obtain signature of addressee or agent)

I have received the article described above.
 SIGNATURE ☐ Address ☐ Authorized agent
W. C. Oldaker

4. DATE OF DELIVERY 10/13/77

5. ADDRESS/Complete only if requested

6. UNABLE TO DELIVER BECAUSE

CLERK'S INITIALS

PS Form 3811, Apr. 1977

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

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1000 1377-0-249 585

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

The Honorable Ronnie G. Flippo
U.S. House of Representatives
Cannon House Office Building
Washington, D.C.

Re: MUR 527(57)

Dear Mr. Flippo,

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441a(f) by accepting excessive contributions from Mr. R. Lonnie Flippo and Mr. William D. Biggs.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please

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10/16/78

sign it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Wassenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to the agreement.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

cc: Carole L. Kuebler, Esquire
Williams and Jensen
1101 Connecticut Avenue, N.W.
Washington, D.C. 20036

79040154587

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
)
Ronnie G. Flippo)

MUR 527(78)

CONCILIATION AGREEMENT

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This matter having been initiated by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. Ronnie G. Flippo (hereinafter "the Respondent") has violated 2 U.S.C. § 441a(f):

WHEREFORE, the Commission and the Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a)(5), do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. The Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. The Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent facts in this matter are as follows:
 - A. On April 12, 1976, Mr. R. Lonnie Flippo made a loan of \$5000 to the Respondent.
 - B. On April 12, 1976, the Respondent made a loan of \$5000 to the Committee to Elect Ronnie G. Flippo (hereinafter "the Committee").
 - C. On April 20, 1976, the Respondent obtained a loan in the sum of \$30,000 from the First National Bank

of Birmingham, Birmingham, Alabama.

- D. The 60-day promissory note in support of the above \$30,000 loan obtained by the Respondent from the First National Bank of Birmingham was signed by the Respondent and endorsed by Mr. R. Lonnie Flipppo and Mr. William D. Biggs.
- E. On April 20, 1976, the Respondent made a loan of \$30,000 to the Committee.
- F. The loan obtained by the Respondent from the First National Bank of Birmingham was transferred to the Shoals National Bank of Florence after September 7, 1976.
- G. On April 22 and 24, 1976, the Committee repaid the \$5000 loan obtained from the Respondent, the installments involved being \$2000 and \$3000 respectively.
- H. On July 26, 1976, the Committee made the first payment on the \$30,000 loan accepted from the Respondent; this first payment was in the sum of \$4500.
- I. The first four payments on the \$30,000 loan obtained from the Respondent were paid by the Committee to the Respondent, while the final three payments were made directly to the Shoals National Bank.

WHEREFORE, the Respondent agrees:

- A. That Respondent accepted a loan of \$5000 from Mr. R. Lonnie Flipppo on April 12, 1976.
- B. That Respondent made a loan of \$5000 to the Committee on April 12, 1976.

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- C. That the loan made by Mr. R. Lonnie Flippo to the Respondent in the sum of \$5000 was made for the purpose of influencing the nomination for election of the Respondent to Federal office.
- D. That a loan made for the purpose of influencing the nomination for election of a person to Federal office constitutes a contribution under 2 U.S.C. § 431(e)(1).
- E. That the Respondent accepted a loan of \$30,000 from the First National Bank of Birmingham on April 20, 1976.
- F. That the promissory note in support of the \$30,000 loan accepted by the Respondent from the First National Bank of Birmingham was endorsed by Mr. R. Lonnie Flippo and Mr. William D. Biggs.
- G. That the Respondent made a loan of \$30,000 to the Committee on April 20, 1976.
- H. That Mr. R. Lonnie Flippo and Mr. William D. Biggs endorsed the promissory note in support of the \$30,000 loan accepted by the Respondent from the First National Bank of Birmingham for purposes of influencing the nomination for election to Federal office of the Respondent.
- I. That an endorsement of a promissory note in support of a bank loan which is to be used for purposes of influencing the nomination for election of a person to Federal office constitutes a contribution to such person under 2 U.S.C. § 431(e)(1) and 11 C.F.R.

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§ 100,4(a)(1)(i).

J. That endorsements of a bank loan to be used to influence the nomination for election of any person to Federal office are to be considered contributions by each endorser or guarantor in proportion of the unpaid balance thereof that each endorser or guarantor bears to the total number of endorsers or guarantors.

2 U.S.C. § 431(e)(5).

K. That the proportions of the \$30,000 loan obtained by the Respondent from the First National Bank of Birmingham initially attributable to Mr. R. Lonnie Flipppo and Mr. William D. Biggs as endorsers were \$15,000.

L. That Mr. R. Lonnie Flipppo's total contributions received by the Respondent during the period prior to the 1976 primary election equaled \$20,000.

M. That Mr. William D. Biggs' contribution received by the Respondent during the period prior to the 1976 primary election equaled \$15,000.

N. That contributions of \$20,000 and \$15,000 for a single election place the contributors involved in violation of 2 U.S.C. § 441a(a)(1)(A) and the recipient candidate in violation of 2 U.S.C. § 441a(f).

O. That receipt by the Respondent of \$20,000 in contributions from Mr. R. Lonnie Flipppo and of \$15,000 in contributions from Mr. William D. Biggs places the Respondent in violation of 2 U.S.C. § 441a(f).

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- P. That the Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.
- Q. That the Respondent will pay a civil penalty in the amount of Thirty-Three Thousand Dollars (\$33,000) pursuant to 2 U.S.C. § 437g(a)(5)(B).

V. General Conditions

- A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.
- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.

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C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

FEDERAL ELECTION COMMISSION

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Ronnie G. Flipppo

79040154593



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

October 11, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. R. Lonnie Flipppo
Treasurer, Committee to Elect Ronnie G. Flipppo
P.O. Box 1221
Florence, Alabama 35630

Re: MUR 527(78)

Dear Mr. Flipppo,

The Federal Election Commission has found reasonable cause to believe that the Committee to Elect Ronnie G. Flipppo has violated 2 U.S.C. § 432(c) by failing to keep detailed and exact accounts of all contributions made to and for the Committee, and 2 U.S.C. § 441a(f) by accepting excessive contributions from Mr. R. Lonnie Flipppo and Mr. William D. Biggs.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign

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it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.

Sincerely,

William C. Oldaker
William C. Oldaker
General Counsel

Enclosure

cc: The Honorable Ronnie G. Flipppo

Carole L. Kuebler, Esquire
Williams and Jensen
1101 Connecticut Avenue, N.W.
Washington, D.C. 20036

79040154593

PS Form 3811, Apr. 1977

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

1. The following service is requested (check one):
☐ Show to whom and date delivered
☒ Restricted delivery
☐ Restricted delivery (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
R. L. Kuebler, Esquire
Williams and Jensen
1101 Connecticut Avenue, N.W.
Washington, D.C. 20036

3. ARTICLE DESCRIPTION:
REGISTERED NO. 949325
CERTIFIED NO. 949325
INSURED NO.

4. SIGNATURE: *William C. Oldaker*
DATE OF DELIVERY: OCT 16 1978
POSTMARK: P.O. Box 1201, Florence, AL

5. ADDRESS (Complete only if requested):
P.O. Box 1201
Florence, AL

6. UNABLE TO DELIVER BECAUSE OF: *CLERK'S INITIALS*

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. R. Lonnie Flipppo
Treasurer, Committee to Elect Ronnie G. Flipppo
P.O. Box 1221
Florence, Alabama 35630

Re: MUR 527(78)

Dear Mr. Flipppo,

The Federal Election Commission has found reasonable cause to believe that the Committee to Elect Ronnie G. Flipppo has violated 2 U.S.C. § 438(b) by failing to keep detailed and exact accounts of all contributions made to and for the Committee, and 2 U.S.C. § 441a(f) by accepting excessive contributions from Mr. R. Lonnie Flipppo and Mr. William D. Biggs.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign

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10/16/78

it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 52304039.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

cc: The Honorable Ronnie G. Flipppo

Carole L. Kuebler, Esquire
Williams and Jensen
1101 Connecticut Avenue, N.W.
Washington, D.C. 20036

79040154597

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
)
Committee to Elect Ronnie G. Flippo)

MUR 527(78)

CONCILIATION AGREEMENT

This matter having been initiated by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that the Committee to Elect Ronnie G. Flippo (hereinafter "the Respondent") has violated 2 U.S.C. § 441a(f) and 2 U.S.C. § 432(c):

WHEREFORE, the Commission and the Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a)(5), do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. The Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. The Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent facts in this matter are as follows:
 - A. The Respondent's treasurer during the 1976 election year was Mr. R. Lonnie Flippo.
 - B. On March 18, 1976, the Respondent obtained a loan from the Shoals National Bank of Florence, Florence, Alabama, in the sum of \$33,000.

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- C. Two 30-day extension agreements pertaining to the above \$33,000 loan were negotiated on April 17, 1976, and May 17, 1976.
- D. Each of the two extension agreements pertaining to the above \$33,000 loan was signed: "Maker: Committee to Elect Ronnie G. Flipppo; Dealer or Endorser, R. Lonnie Flipppo".
- E. On April 19, 1976, the Respondent obtained a loan from the Shoals National Bank of Florence, Florence Alabama, in the sum of \$10,000.
- F. The 90-day promissory note in support of the \$10,000 loan obtained by the Respondent from the Shoals National Bank was signed "Committee to Elect Ronnie G. Flipppo; R. Lonnie Flipppo".
- G. On April 12, 1976, Mr. R. Lonnie Flipppo made a loan of \$5000 to Mr. Ronnie G. Flipppo (hereinafter "the Candidate").
- H. On April 12, 1976, the Candidate made a loan to the Respondent in the sum of \$5000.
- I. On April 20, 1976, the Candidate obtained a loan in the sum of \$30,000 from the First National Bank of Birmingham, Birmingham, Alabama.
- J. The 60-day promissory note in support of the above \$30,000 loan obtained by the Candidate was signed by the Candidate and endorsed by Mr. R. Lonnie Flipppo and Mr. William D. Biggs.
- K. On April 20, 1976, the Candidate made a loan to the Respondent in the sum of \$30,000.

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- L. The loan obtained by the Candidate from the First National Bank of Birmingham was transferred to the Shoals National Bank of Florence after September 7, 1976.
- M. On April 29, 1976, the Respondent made the first payment on the \$33,000 and \$10,000 loans obtained from the Shoals National Bank; this first payment was in the sum of \$3500.
- N. On April 22 and 24, 1976, the Respondent repaid the \$5000 loan obtained from the Candidate, the installments being \$2000 and \$3000 respectively.
- O. On July 26, 1976, the Respondent made the first payment on the \$30,000 loan obtained from the Candidate; this first payment was in the sum of \$4500.
- P. The first four payments on the \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham and later transferred to the Shoals National Bank of Florence were paid by the Respondent to the Candidate, while the final three payments were made directly to the Shoals National Bank.
- Q. On April 17, 1976, Mr. William D. Biggs made a contribution to the Respondent in the amount of \$1000.
- R. On March 16, March 23, and April 2, 1976, Mr. R. Lonnie Flippo made cash contributions to the Respondent totaling \$920.
- S. At the time of the Commission's audit of the Respondent's records, the auditors found those records insufficiently detailed and also inaccurate as to the contributors of

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donations totaling \$24,323.10.

- T. In response to the letter of audit findings the Respondent submitted names and addresses of contributors, amounts of contributions, and months during which these contributions were made, with regard to contributions totaling \$21,727.29.
- U. The auditors have been unable to reconcile the information provided by the Respondent concerning \$21,727.29 in contributions with the information missing as to the above \$24,323.10 in contributions.
- V. This inability to reconcile the two groups of contributions rests with the fact that the Respondent's records do not disclose the specific date upon which the contributions at issue were received.
- W. The auditors have also found apparent duplications between the contributor records examined during field-work and the records submitted by the Respondent in response to the letter of audit findings.

WHEREFORE, the Respondent agrees:

- A. That Mr. R. Lonnie Flipppo signed two 30-day extension agreements pertaining to the \$33,000 loan obtained by the Respondent from the Shoals National Bank of Florence on March 18, 1976.
- B. The signatures on these two 30-day extension agreements do not indicate that Mr. R. Lonnie Flipppo signed in a representative capacity.
- C. A signature in a non-representative capacity on an extension agreement related to a promissory note

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renders the signer personally liable on the note.

- D. Mr. R. Lonnie Flipppo became personally liable on the promissory note supporting the \$33,000 loan obtained by the Respondent from the Shoals National Bank of Florence as of the date of the first 30-day extension agreement, i.e., as of April 17, 1976.
- E. Mr. R. Lonnie Flipppo signed the promissory note in support of the \$10,000 loan obtained by the Committee from the Shoals National Bank of Florence on April 19, 1976.
- F. The signature on the promissory note in support of the above \$10,000 loan does not indicate that Mr. R. Lonnie Flipppo signed in a representative capacity.
- G. Mr. R. Lonnie Flipppo was personally liable on the promissory note in support of the \$10,000 loan obtained by the Respondent from the Shoals National Bank on April 19, 1976.
- H. The incurring of personal liability on a promissory note or on an agreement extending the note in favor of a committee constitutes a contribution to that committee.
2 U.S.C. § 431(e)(1).
- I. On April 12, 1976, Mr. R. Lonnie Flipppo made a loan to the Candidate in the sum of \$5000.
- J. On April 12, 1976, the Candidate made a loan to the Respondent in the sum of \$5000.

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- K. The loan made by Mr. R. Lonnie Flippo to the Candidate on April 12, 1976, in the sum of \$5000 was made for the purpose of influencing the nomination for election of the Candidate to Federal office.
- L. The Respondent had knowledge that the source of the \$5000 loan obtained by the Respondent on April 12, 1976, from the Candidate was a \$5000 loan obtained that same day by the Candidate from Mr. R. Lonnie Flippo, such knowledge being the result of Mr. R. Lonnie Flippo's position as Respondent's treasurer.
- M. The Respondent had knowledge that Mr. R. Lonnie Flippo intended his \$5000 loan to the Candidate to be used for purposes of influencing the Candidate's nomination for election to Federal office, such knowledge being the result of Mr. R. Lonnie Flippo's position as Respondent's treasurer.
- N. A loan made for the purpose of influencing the nomination for election of a candidate to Federal office constitutes a contribution under 2 U.S.C. § 431(e)(1).
- O. On April 20, 1976, Mr. R. Lonnie Flippo and Mr. William D. Biggs endorsed a promissory note in support of a \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham.
- P. On April 20, 1976, the Candidate made a loan of \$30,000 to the Committee.
- Q. Mr. R. Lonnie Flippo and Mr. William D. Biggs endorsed the promissory note supporting the \$30,000 loan obtained by the Candidate from the First National Bank

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of Birmingham for purposes of influencing the Candidate's nomination for election to Federal office.

- R. The Respondent had knowledge that the \$30,000 loan from the Candidate to the Respondent had its source in the \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham because Mr. R. Lonnie Flipppo, one of the endorsers of the promissory note in support of the bank loan, was the Respondent's treasurer.
- S. The Respondent had knowledge that the two endorsers of the promissory note in support of the \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham intended their endorsements to be used for purposes of influencing the Candidate's nomination for election to Federal office.
- T. An endorsement of a promissory note in support of a bank note which is to be used for purposes of influencing the nomination for election of a person to Federal office constitutes a contribution to such person or to a committee under 2 U.S.C. § 431(e)(1) and 11 C.F.R. § 110.4(a)(1)(i).
- U. Endorsements of a bank loan to be used to influence the nomination for election of any person to Federal office are to be considered contributions by each endorser or guarantor in proportion of the unpaid balance thereof that each endorser or guarantor bears to the total number of endorsers or guarantors.
- 2 U.S.C. § 431(e)(5).

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- V. Mr. R. Lonnie Flipppo's and Mr. William D. Biggs' proportions of the unpaid balance of the \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham were initially \$15,000 each.
- W. Mr. R. Lonnie Flipppo's total contributions to the Respondent prior to the primary election of 1976 totaled \$63,920.
- X. Mr. William D. Biggs' total contributions to the Respondent prior to the primary election of 1976 totaled \$16,000.
- Y. Contributions from an individual totaling \$63,920 or \$16,000 constitute violation of 2 U.S.C. § 441a (a)(1)(A) by the individual involved.
- Z. Acceptance by a committee of contributions from individuals which are in violation of 2 U.S.C. § 441a (a)(1)(A) place the committee in violation of 2 U.S.C. § 441a(f).
- AA. The Respondent is in violation of 2 U.S.C. § 441a(f) for having accepted excessive contributions from Mr. R. Lonnie Flipppo and Mr. William D. Biggs.
- BB. The Commission's auditors have been unable to determine from the records kept by the Respondent of its contributors the identities of contributors of \$24,323.10.
- CC. Failure on the part of a committee to maintain detailed and accurate records of contributors constitutes a violation of 2 U.S.C. § 432(c).
- DD. The Respondent is in violation of 2 U.S.C. § 432(c).

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EE. The Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.

FF. The Respondent will pay a civil penalty in the amount of One Hundred and Two Thousand, Two Hundred and Forty-three Dollars (\$102,243.00) pursuant to 2 U.S.C. § 437g(a)(5)(B).

V. General Conditions

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

B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.

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C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

FEDERAL ELECTION COMMISSION

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

R. Lonnie Flipppo
Treasurer
Committee to Elect
Ronnie G. Flipppo

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FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

October 11, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. R. Lonnie Flipppo
P.O. Box 1221
Florence, Alabama 35630

Re: MUR 527(78)

Dear Mr. Flipppo,

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441a(a)(1)(A) by making contributions to the Committee to Elect Ronnie G. Flipppo and to Mr. Ronnie G. Flipppo in excess of \$1000 per election, and 2 U.S.C. § 441g by making cash contributions to the Committee to Elect Ronnie G. Flipppo in excess of \$100 per campaign.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign it

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and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, to discuss your objections to the agreement.

Sincerely,

William C. Oidaker
William C. Oidaker
General Counsel

Enclosure

cc: The Honorable Ronnie G. Flipppo

Carole L. Kuebler, Esquire
Williams and Jensen
1101 Connecticut Avenue, N.W.
Washington, D.C. 20036

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1. The following service is requested (check one):
☐ Show to whom and date delivered
☒ Show to whom, date, and address of delivery
☐ RESTRICTED DELIVERY
☐ Show to whom and date delivered
☐ RESTRICTED DELIVERY
☐ Show to whom, date, and address of delivery
(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
A. Lonnie Flipppo

3. ARTICLE DESCRIPTION:
REGISTERED NO. **943557** CERTIFIED NO. INSURED NO.

(Always obtain signature at address or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized Agent
R. Lonnie Flipppo

DATE OF DELIVERY **OCT 16 1978**

5. ADDRESS (Complete only if requested)
**P.O. Box 1321
Florence, AL**

6. UNABLE TO DELIVER BECAUSE
CLERK'S INITIALS

PS Form 3811, Apr. 1977

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

5010-1877-8-248 565

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. R. Lonnie Flippo
P.O. Box 1221
Florence, Alabama 35630

Re: MUR 527(78)

Dear Mr. Flippo,

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441a(a)(1)(A) by making contributions to the Committee to Elect Ronnie G. Flippo and to Mr. Ronnie G. Flippo in excess of \$1000 per election, and 2 U.S.C. § 441g by making cash contributions to the Committee to Elect Ronnie G. Flippo in excess of \$100 per campaign.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign it.

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and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, to discuss your objections to the agreement.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

cc: The Honorable Ronnie G. Flipppo

Carole L. Kuebler, Esquire
Williams and Jensen
1101 Connecticut Avenue, N.W.
Washington, D.C. 20036

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
R. Lonnie Flippo)

MUR 527(78)

CONCILIATION AGREEMENT

This matter having been initiated by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. R. Lonnie Flippo (hereinafter "the Respondent") had violated 2 U.S.C. § 441a(a)(1)(A) and 2 U.S.C. § 441g:

WHEREFORE, the Commission and the Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a)(5), do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. The Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. The Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent facts in this matter are as follows:
 - A. The Respondent served as treasurer of the Committee to Elect Ronnie G. Flippo (hereinafter "the Committee") during the 1976 election year.
 - B. On March 18, 1976, the Committee obtained a loan from the Shoals National Bank of Florence, Florence, Alabama, in the sum of \$33,000.

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- C. Two 30-day extension agreements pertaining to the above \$33,000 loan were negotiated on April 17, 1976, and May 17, 1976.
- D. Each of the two extension agreements pertaining to the above loan was signed: "Maker: Committee to Elect Ronnie G. Flipppo; Dealer or Endorser: R. Lonnie Flipppo".
- E. On April 19, 1976, the Committee obtained a loan from the Shoals National Bank of Florence, Florence, Alabama, in the sum of \$10,000.
- F. The 90-day promissory note in support of the \$10,000 loan obtained by the Committee from the Shoals National Bank was signed "Committee to Elect Ronnie G. Flipppo; R. Lonnie Flipppo".
- G. On April 12, 1976, the Respondent made a loan of \$5000 to Mr. Ronnie G. Flipppo (hereinafter "the Candidate").
- H. On April 12, 1976, the Candidate made a loan of \$5000 to the Committee.
- I. On April 20, 1976, the Candidate obtained a loan in the sum of \$30,000 from the First National Bank of Birmingham, Birmingham, Alabama.
- J. The 60-day promissory note in support of the above \$30,000 loan obtained by the Candidate was signed by the Candidate and endorsed by the Respondent and Mr. William D. Biggs.

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- K. On April 20, 1976, the Candidate made a loan to the Committee of \$30,000.
- L. The loan obtained by the Candidate from the First National Bank of Birmingham was transferred to the Shoals National Bank of Florence after September 7, 1976.
- M. On April 29, 1976, the Committee made the first payment on the \$33,000 and \$10,000 loans obtained from the Shoals National Bank; this first payment was in the sum of \$3500.
- N. On April 22 and 24, 1976, the Committee repaid the \$5000 loan obtained from the Candidate, the installments involved being \$2000 and \$3000 respectively.
- O. On July 26, 1976, the Committee made the first payment on the \$30,000 loan obtained from the Candidate; this first payment was in the sum of \$4500.
- P. The first four payments on the \$30,000 loan obtained by the Candidate were paid by the Committee to the Candidate, while the final three payments were made directly to the Shoals National Bank.
- M. On March 16, 1976, March 23, 1976, and April 2, 1976, the Respondent made contributions in cash to the Committee. These contributions were in the sums of \$500, \$20, and \$400 respectively, for a total of \$920.

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WHEREFORE, the Respondent agrees:

- A. That Respondent signed two 30-day extension agreements pertaining to the \$33,000 loan obtained by the Committee from the Shoals National Bank of Florence, Florence, Alabama, on March 18, 1976.
- B. The signatures on these two 30-day extension agreements do not indicate that the Respondent signed in a representative capacity.
- C. A signature in a non-representative capacity on an extension agreement related to a promissory note renders the signer personally liable on the note.
- D. The Respondent became personally liable on the promissory note supporting the \$33,000 loan obtained by the Committee from the Shoals National Bank of Florence as of the date of the first 30-day extension agreement, i.e., as of April 17, 1976.
- E. The Respondent signed the promissory note in support of the \$10,000 loan obtained by the Committee from the Shoals National Bank of Florence on April 19, 1976.
- F. The signature on the promissory note in support of this \$10,000 loan does not indicate that the Respondent signed in a representative capacity.
- G. The Respondent was personally liable on the promissory note in support of the \$10,000 loan obtained by the Committee from the Shoals National Bank on April 19, 1976.
- H. Personal liability on a promissory note or extension agreement related to a promissory note constitutes a contribution to a committee under 2 U.S.C. § 431(c)(1).

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- I. On April 12, 1976, the Respondent made a loan of \$5000 to the Candidate.
- J. On April 12, 1976, the Candidate made a loan of \$5000 to the Committee.
- K. The loan made by the Respondent to the Candidate on April 12, 1976, in the sum of \$5000 was made for the purpose of influencing the nomination for election of the Candidate to Federal office.
- L. A loan made for the purpose of influencing the nomination for election of a candidate to Federal office constitutes a contribution under 2 U.S.C. § 431(e)(1).
- M. On April 20, 1976, the Respondent endorsed a promissory note in support of a \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham, Birmingham, Alabama. The Respondent's endorsement was one of two on the note.
- N. On April 20, 1976, the Candidate made a loan of \$30,000 to the Committee.
- O. The Respondent endorsed the promissory note supporting the \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham for purposes of influencing the Candidate's nomination for election to Federal office.
- P. An endorsement of a promissory note in support of a bank loan which is to be used for purposes of influencing the nomination for election of a person to Federal office constitutes a contribution to such person or to a committee under 2 U.S.C. § 431(e)(1) and 11 C.F.R.

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§ 100.4(a)(1)(i).

- Q. Endorsements of a bank loan to be used to influence the nomination for election of any person to Federal office are to be considered contributions by each endorser or guarantor in proportion of the unpaid balance thereof that each endorser or guarantor bears to the total number of endorsers or guarantors. 2 U.S.C. § 431(e)(5).
- R. Respondent's proportion of the unpaid balance of the \$30,000 loan obtained by the Candidate from the First National Bank of Birmingham was initially \$15,000.
- S. On March 16, 1976, March 23, 1976, and April 2, 1976, the Respondent made contributions in cash to the Committee totaling \$920.
- T. Cash contributions in excess of \$100 per campaign constitute violation of 2 U.S.C. § 441g by the contributor.
- U. The Respondent's total contributions to the Candidate and the Committee prior to the primary election of 1976 equaled \$63,920.
- V. Contributions from an individual totaling \$63,920 for one election constitute a violation of 2 U.S.C. § 441a(a)(1)(A).
- W. The Respondent is in violation of 2 U.S.C. § 441g and 2 U.S.C. § 441a(a)(1)(A).
- X. The Respondent will now, and in the future, comply in

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all respects with the Federal Election Campaign Act of 1971, as amended.

- Y. The Respondent will pay a civil penalty in the amount of Sixty-Two Thousand, Nine Hundred and Twenty Dollars (\$62,920), pursuant to 2 U.S.C. § 437g(a)(5)(B).

V. General Conditions

- A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.
- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.

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C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

FEDERAL ELECTION COMMISSION

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

R. Lonnie Flipppo

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FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

October 11, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Ellis Haddock
761 Sannoner Avenue
Florence, Alabama 35630

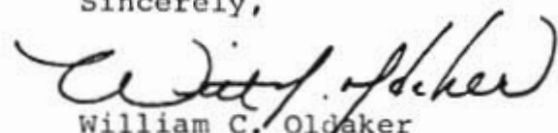
Dear Mr. Haddock:

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441g by having made cash contributions to the Committee to Elect Ronnie G. Flipppo in excess of \$100 per campaign.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to this agreement.

Sincerely,


William C. Oldaker
General Counsel

Enclosure

cc: The Honorable Ronnie G. Flipppo
Carole L. Kuebler, Esquire

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MUR 527. A. Weissenhorn

PS Form 3811 Apr 1977

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse

1. The following service is requested (check one):
☐ Show to whom and date delivered c
☒ Show to whom, date, and address of delivery c
☐ RESTRICTED DELIVERY
Show to whom and date delivered c
☐ RESTRICTED DELIVERY
Show to whom, date, and address of delivery \$
(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Mr. Ellis Haddock
761 SANDOVER AVENUE
FLORENCE, ALABAMA 35630

3. ARTICLE DESCRIPTION:
REGISTERED NO. CERTIFIED NO. INSURED NO.
943519

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent
Ellis Haddock

DATE OF DELIVERY POSTMARK
OCT 16 1973

5. ADDRESS (Complete only if requested)
P.O. Box 100
M.D. Co.

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

8167 100

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Ellis Haddock
761 Sannoner Avenue
Florence, Alabama 35630

Dear Mr. Haddock:

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441g by having made cash contributions to the Committee to Elect Ronnie G. Flipppo in excess of \$100 per campaign.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to this agreement.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

cc: The Honorable Ronnie G. Flipppo
Carole L. Kuebler, Esquire

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Mr. Ellis Haddock

)
)
)

MUR 527(78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. Ellis Haddock (hereinafter "the Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a)(5) do hereby agree as follows:

I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.

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

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

IV. The pertinent fact in this matter is as follows:

The Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on May 13, 1976, in the sum of \$300.

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WHEREFORE, Respondent agrees:

A. That Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on May 13, 1976, in the amount of \$300.

B. That the making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.

C. That Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.

D. That Respondent will pay a civil penalty of Two Hundred Dollars (\$200) pursuant to 2 U.S.C. § 437g(a)(5)(B).

V. General Conditions

A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.

79010154624

C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Mr. Ellis Haddock

79040154625



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

October 11, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Ed Grills
625 Springdale Road
Birmingham, Alabama 35217

Dear Mr. Grills:

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441g by having made cash contributions to the Committee to Elect Ronnie G. Flipppo in excess of \$100 per campaign.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to this agreement.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

cc: The Honorable Ronnie G. Flipppo
Carole L. Kuebler, Esquire

79010154626

79040154627

PS Form 3811, Apr. 1977

RETURN RECEIPT REGISTERED, INSURED AND CERTIFIED MAIL

MUR-527 *A. Weinbaum*

● SENDER Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
☐ Show to whom and date delivered c
☒ Show to whom, date, and address of delivery c
☐ RESTRICTED DELIVERY
 Show to whom and date delivered c
☐ RESTRICTED DELIVERY
 Show to whom, date, and address of delivery \$
 (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Mr. Ed. Grills
625 Springdale Road
Birmingham, Alabama 35217

3. ARTICLE DESCRIPTION:
 REGISTERED NO. CERTIFIED NO. INSURED NO.
 643550

(Always obtain signature of addressee or agent)

I have received the article described above.
 SIGNATURE ☐ Addressee ☐ Authorized agent
D. Melvin

4. DATE OF DELIVERY POSTMARK
10-14-78

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

☆GPO: 1977-0-298-550

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Ed Grills
625 Springdale Road
Birmingham, Alabama 35217

Dear Mr. Grills:

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441g by having made cash contributions to the Committee to Elect Ronnie G. Flipppo in excess of \$100 per campaign.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to this agreement.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

cc: The Honorable Ronnie G. Flipppo
Carole L. Kuebler, Esquire

AW/c/6/78

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Mr. Ed Grills

)
)
)

MUR 527(78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. Ed Grills (hereinafter "the Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a)(5) do hereby agree as follows:

I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.

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

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

IV. The pertinent fact in this matter is as follows:

The Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 21, 1976, in the sum of \$300.

79040154629

WHEREFORE, Respondent agrees:

A. That Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 21, 1976, in the amount of \$300.

B. That the making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.

C. That Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.

D. That Respondent will pay a civil penalty of Two Hundred Dollars (\$200) pursuant to 2 U.S.C. § 437g(a)(5)(B).

V. General Conditions

A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.

79040154630

C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Mr. Ed Grills

7 2 0 4 0 1 5 4 6 3 1



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

October 11, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Bobby Griffin, Jr.
108 East Alabama
Florence, Alabama 35630

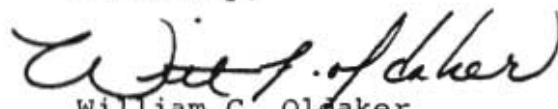
Dear Mr. Griffin:

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441g by having made cash contributions to the Committee to Elect Ronnie G. Flippo in excess of \$100 per campaign.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to this agreement.

Sincerely,


William C. Oldaker
General Counsel

Enclosure

cc: The Honorable Ronnie G. Flippo
Carole L. Kuebler, Esquire

79040154632

79040154633

Mur. 527 A. Weissbach

PS Form 3811 Apr 1977 RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
☐ Show to whom and date delivered
☒ Show to whom, date, and address of delivery
☐ RESTRICTED DELIVERY
 Show to whom and date delivered
☐ RESTRICTED DELIVERY
 Show to whom, date, and address of delivery \$
 (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Mr. Bobby Griffin, Jr.
108 East Alabama
Florence, Alabama 35630

3. ARTICLE DESCRIPTION:
 REGISTERED NO. CERTIFIED NO. INSURED NO.
 943548

(Always obtain signature of addressee or agent)

I have received the article described above.
 SIGNATURE ☐ Addressee ☐ Authorized agent
Jeff C. ...

4. DATE OF DELIVERY
OCT 18 1978

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

★ 1977-0-30000

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Bobby Griffin, Jr.
108 East Alabama
Florence, Alabama 35630

Dear Mr. Griffin:

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441g by having made cash contributions to the Committee to Elect Ronnie G. Flippo in excess of \$100 per campaign.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to this agreement.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

cc: The Honorable Ronnie G. Flippo
Carole L. Kuebler, Esquire

10/4/78
AW

7 9 0 4 0 1 5 4 6 3 4

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Mr. Bobby Griffin, Jr.

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)
)

MUR 527(78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. Bobby Griffin, Jr. (hereinafter "the Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a)(5) do hereby agree as follows:

I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.

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

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

IV. The pertinent fact in this matter is as follows:

The Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on May 19, 1976, in the sum of \$150.

79040154635

WHEREFORE, Respondent agrees:

A. That Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on May 19, 1976, in the amount of \$150.

B. That the making of a cash contribution in excess of \$100.00 per campaign is a violation of 2 U.S.C. § 441g

C. That Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.

D. That Respondent will pay a civil penalty of Fifty Dollars (\$50) pursuant to 2 U.S.C. § 437g(a)(5)(B).

V. General Conditions

A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with respect to the matter set forth in this Agreement.

79010154636

C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Mr. Bobby Griffin, Jr.

79040154637



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

October 11, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Lawrence Goins
Bridge Road
Florence, Alabama 35630

Dear Mr. Goins:

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441g by having made cash contributions to the Committee to Elect Ronnie G. Flipppo in excess of \$100 per campaign.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to this agreement.

Sincerely,

William C. Oldaker
William C. Oldaker
General Counsel

Enclosure

cc: The Honorable Ronnie G. Flipppo
Carole L. Kuebler, Esquire

79040154638

NOT RESENT
10/25 AW
REPT LETTER

MUA-527 **A. Weissenborn**

PS Form 3811, Apr 1977 RETURN RECEIPT REGISTERED, INSURED AND CERTIFIED MAIL

● **SENDER:** Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
☐ Show to whom and date delivered. _____
☒ Show to whom, date, and address of delivery. _____
☐ **RESTRICTED DELIVERY**
Show to whom and date delivered. _____
☐ **RESTRICTED DELIVERY**
Show to whom, date, and address of delivery. \$_____
(CONSULT POSTMASTER FOR FEES)

2. **ARTICLE ADDRESSED TO:**
Mr. Lawrence Jones
Bridge Road
Florence, Alabama.

3. **ARTICLE DESCRIPTION:**
REGISTERED NO. **943577** CERTIFIED NO. _____ INSURED NO. _____
(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

4. **DATE OF DELIVERY** **POSTMARK**

5. **ADDRESS** (Complete only if requested)

6. **UNABLE TO DELIVER BECAUSE:** **CLERK'S INITIALS**

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Lawrence Goins
Bridge Road
Florence, Alabama 35630

Dear Mr. Goins:

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441g by having made cash contributions to the Committee to Elect Ronnie G. Flipppo in excess of \$100 per campaign.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to this agreement.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

cc: The Honorable Ronnie G. Flipppo
Carole L. Kuebler, Esquire

AWC/6/72

79040134640

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Mr. Lawrence Goins

)
)
)

MUR 527(78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. Lawrence Goins (hereinafter "the Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a)(5) do hereby agree as follows:

I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.

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

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

IV. The pertinent fact in this matter is as follows:

The Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on May 13, 1976, in the sum of \$102.

79040154641

WHEREFORE, Respondent agrees:

A. That Respondent made a cash contribution to the Committee to Elect Ronnie G. Flippe on May 13, 1976, in the amount of \$102.

B. That the making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.

C. That Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.

V. General Conditions

A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.

79040154642

C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Mr. Lawrence Goins

79040154643



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

October 11, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Randy Lingo
P.O. Box 42
Pleasant Grove, Alabama 35127

Dear Mr. Lingo:

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441g by having made cash contributions to the Committee to Elect Ronnie G. Flippo in excess of \$100 per campaign.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to this agreement.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

cc: The Honorable Ronnie G. Flippo
Carole L. Kuebler, Esquire

79040154644

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Randy Lingo
P.O. Box 42
Pleasant Grove, Alabama 35127

Dear Mr. Lingo:

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441g by having made cash contributions to the Committee to Elect Ronnie G. Flipppo in excess of \$100 per campaign.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to this agreement.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

cc: The Honorable Ronnie G. Flipppo
Carole L. Kuebler, Esquire

AW:0/4/7

79040154645

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

)

MUR 527(78)

Mr. Randy Lingo

)

)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. Randy Lingo (hereinafter "the Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a)(5) do hereby agree as follows:

I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.

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

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

IV. The pertinent fact in this matter is as follows:

The Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the sum of \$200.

79040154646

WHEREFORE, Respondent agrees:

A. That Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$200.

B. That the making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.

C. That Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.

D. That Respondent will pay a civil penalty of One Hundred Dollars (\$100) pursuant to 2 U.S.C. § 437g(a)(5)(B).

V. General Conditions

A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.

79040134647

C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Mr. Randy Lingo

79040154648



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

October 11, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. William Martin, Jr.
403 Park Boulevard
Sheffield, Alabama 35660

Dear Mr. Martin:

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441g by having made cash contributions to the Committee to Elect Ronnie G. Flippo in excess of \$100 per campaign.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to this agreement.

Sincerely,

William C. Oldaker
General Counsel

Enclosure cc: The Honorable Ronnie G. Flippo
Carole L. Kuebler, Esquire

79040154649

AIR REPT 10/25
LETTER
NOT RESENT

MUR 527 A. Weissenborn

PS Form 3811, Apr 1977 RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
☐ Show to whom and date delivered
☒ Show to whom, date, and address of delivery
☐ RESTRICTED DELIVERY
Show to whom and date delivered
☐ RESTRICTED DELIVERY
Show to whom, date, and address of delivery \$
(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Mr. William Martin, Jr.
408 Park Boulevard
Sheffield, Alabama 35660

3. ARTICLE DESCRIPTION:
REGISTERED NO. *943558* CERTIFIED NO. INSURED NO.

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☒ Authorized agent

4. DATE OF DELIVERY *10/25/77* POSTMARK

5. ADDRESS (Complete only, if registered)

6. UNABLE TO DELIVER BECAUSE:

CLEARING INITIALS *7*

☆GPO: 1977-0-248-885

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. William Martin, Jr.
403 Park Boulevard
Sheffield, Alabama 35660

Dear Mr. Martin:

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441g by having made cash contributions to the Committee to Elect Ronnie G. Flipppo in excess of \$100 per campaign.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to this agreement.

Sincerely,

William C. Oldaker
General Counsel

Enclosure cc: The Honorable Ronnie G. Flipppo
Carole L. Kuebler, Esquire

Rec'd 1/16/78

79040154651

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)

Mr. William Martin, Jr.)

MUR 52

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. William Martin, Jr. (hereinafter "the Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a)(5) do hereby agree as follows:

I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.

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

III. The Respondent enters into this Agreement with the Commission voluntarily.

IV. The pertinent fact in this matter is as follows:

The Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on May 17, 1976, in the sum of \$500.

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)

Mr. William Martin, Jr.)

MUR 527(78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. William Martin, Jr. (hereinafter "the Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a)(5) do hereby agree as follows:

I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.

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

III. The Respondent enters into this Agreement with the Commission voluntarily.

IV. The pertinent fact in this matter is as follows:

The Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on May 17, 1976, in the sum of \$500.

79040134653

WHEREFORE, Respondent agrees:

A. That Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on May 17, 1976, in the amount of \$500.

B. That the making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.

C. That Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.

D. That Respondent will pay a civil penalty of Four Hundred Dollars (\$400) pursuant to 2 U.S.C. § 437g(a)(5)(B).

V. General Conditions

A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.

79040134654

C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Mr. Bill Martin

79040154655

C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Mr. Bill Martin

79040154656



FEDERAL ELECTION COMMISSION

1125 K STREET N.W.
WASHINGTON, D.C. 20463

October 11, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Howard Roberts
P.O. Box 757
Sheffield, Alabama 35660

Dear Mr. Roberts:

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441g by having made cash contributions to the Committee to Elect Ronnie G. Flipppo in excess of \$100 per campaign.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to this agreement.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

cc: The Honorable Ronnie G. Flipppo
Carole L. Kuebler, Esquire

79040154657

79040154658

PS Form 3811 Apr. 1977

MUR 527 **A. Weissentorn**

● SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
☐ Show to whom and date delivered.
☒ Show to whom, date, and address of delivery.
☒ RESTRICTED DELIVERY
 Show to whom and date delivered.
☐ RESTRICTED DELIVERY
 Show to whom, date, and address of delivery \$
 (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Mr. Howard Roberts
P.O. Box 757
Sheffield, Alabama 35660

3. ARTICLE DESCRIPTION:
 REGISTERED NO. **943557** CERTIFIED NO. INSURED NO.
 (Always obtain signature of addressee or agent)

I have received the article described above.
 SIGNATURE ☐ Addressee ☐ Authorized agent
Cathy Winborn

4. DATE OF DELIVERY
10-16-78

5. ADDRESS (Complete only if requested)
Seneca Winborn
Mini Office

6. UNABLE TO DELIVER BECAUSE:

★GPO: 1977-6-268

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Howard Roberts
P.O. Box 757
Sheffield, Alabama 35660

Dear Mr. Roberts:

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441g by having made cash contributions to the Committee to Elect Ronnie G. Flipppo in excess of \$100 per campaign.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to this agreement.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

cc: The Honorable Ronnie G. Flipppo
Carole L. Kuebler, Esquire

AW
12/6/78

79040134659

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Mr. Howard Roberts

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)
)

MUR 527(78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. Howard Roberts (hereinafter "the Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a)(5) do hereby agree as follows:

I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.

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

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

IV. The pertinent fact in this matter is as follows:

The Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on March 31, 1976, in the sum of \$500.

79010154660

WHEREFORE, Respondent agrees:

A. That Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on March 31, 1976, in the amount of \$500.

B. That the making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.

C. That Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.

D. That Respondent will pay a civil penalty of Four Hundred Dollars (\$400) pursuant to 2 U.S.C. § 437g(a)(5)(B).

V. General Conditions

A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.

7 2 0 1 0 1 5 4 6 6 1

C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Mr. Howard Roberts

79040154662



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

October 11, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. David Ladner
Shoals Acres
Sheffield, Alabama 35660

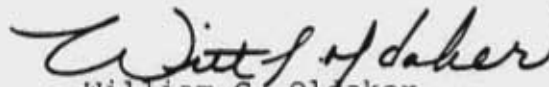
Dear Mr. Ladner:

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441g by having made cash contributions to the Committee to Elect Ronnie G. Flippo in excess of \$100 per campaign.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to this agreement.

Sincerely,


William C. Oldaker
General Counsel

Enclosure

cc: The Honorable Ronnie G. Flippo
Carole L. Kuebler, Esquire

79040154663

NOT RESENT
AW KEPT
LETTERS

PS Form 3011, Apr. 1967

REI URM RECEIPTI, REGISTREND, INCHIED AND CERTIFICATE

☆GPO: 1967-0-245-596

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. David Ladner
Shoals Acres
Sheffield, Alabama 35660

Dear Mr. Ladner:

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441g by having made cash contributions to the Committee to Elect Ronnie G. Flipppo in excess of \$100 per campaign.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to this agreement.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

cc. The Honorable Ronnie G. Flipppo
Carole L. Kuebler, Esquire

LC-16/170

79040154665

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Mr. David Ladner

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)

MUR 527(78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. David Ladner (hereinafter "the Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a)(5) do hereby agree as follows:

I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.

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

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

IV. The pertinent fact in this matter is as follows:

The Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on March 5, 1976, in the sum of \$502.

79010151665

WHEREFORE, Respondent agrees:

A. That Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on March 5, 1976, in the amount of \$502.

B. That the making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.

C. That Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.

D. That Respondent will pay a civil penalty of Four Hundred and Two Dollars (\$402) pursuant to 2 U.S.C. § 437g(a)(5)(B).

V. General Conditions

A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement

72040154567

C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Mr. David Ladner

7 2 0 1 0 ' 5 1 6 5 3



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

October 11, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. D.F. Johnson
625 Springdale Road
Birmingham, Alabama 35217

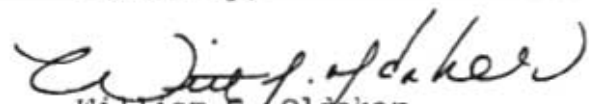
Dear Mr. Johnson:

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441g by having made cash contributions to the Committee to Elect Ronnie G. Flippo in excess of \$100 per campaign.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to this agreement.

Sincerely,


William C. Oldaker
General Counsel

Enclosure

cc: The Honorable Ronnie G. Flippo
Carole L. Kuebler, Esquire

79010134669

0 7 9 4 5 1 0 1 0 6 7

PS Form 3871, Apr. 1977 RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

MUR 527 A. Weissenborn

● SENDER Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse

1. The following service is requested (check one).
☐ Show to whom and date delivered
☒ Show to whom, date, and address of delivery
☐ RESTRICTED DELIVERY
Show to whom and date delivered
☐ RESTRICTED DELIVERY
Show to whom, date, and address of delivery
(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Mr. D. F. Johnson
625 Springdale Road
Birmingham, Alabama 35217

3. ARTICLE DESCRIPTION:
REGISTERED NO. CERTIFIED NO. INSURED NO.
943535

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent
A. Melvin

4. DATE OF DELIVERY 10-14-78 POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. B.S. Johnson
625 Springdale Road
Birmingham, Alabama 35217

Dear Mr. Johnson:

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441g by having made cash contributions to the Committee to Elect Ronnie G. Flippo in excess of \$100 per campaign.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to this agreement.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

cc: The Honorable Ronnie G. Flippo
Carole L. Kuebler, Esquire

ALC/6/77

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

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MUR 527(78)

Mr. D.F. Johnson

)

)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. D.F. Johnson (hereinafter "the Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a)(5) do hereby agree as follows:

I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.

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

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

IV. The pertinent fact in this matter is as follows:

The Respondent made a cash contribution to the Committee to Elect Ronnie G. Flippo on April 28, 1976, in the sum of \$200.

79040154672

WHEREFORE, Respondent agrees:

A. That Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$200.

B. That the making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.

C. That Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.

D. That Respondent will pay a civil penalty of One Hundred Dollars (\$100) pursuant to 2 U.S.C. § 437g(a)(5)(B).

V. General Conditions

A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.

79040154573

C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

Date

William C. Oldaker
General Counsel
Federal Election Commission

Date

Mr. D.F. Johnson

79010134671



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

October 11, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Jerry Johns
P.O. Box 6214A
Birmingham, Alabama 35217

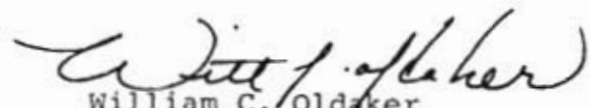
Dear Mr. Johns:

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441g by having made cash contributions to the Committee to Elect Ronnie G. Flipppo in excess of \$100 per campaign.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to this agreement.

Sincerely,


William C. Oldaker
General Counsel

Enclosure

cc: The Honorable Ronnie G. Flipppo
Carole L. Kuebler, Esquire

79040154675

54675
C1067

PS Form 3811, Apr. 1977 RETURN RECEIPT REGISTERED, INSURED AND CERTIFIED MAIL

MUR 527 *A. Weissenborn*

● SENDER Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse

1. The following service is requested (check one).
☐ Show to whom and date delivered \$
☒ Show to whom, date, and address of delivery \$
☐ RESTRICTED DELIVERY
 Show to whom and date delivered \$
☐ RESTRICTED DELIVERY
 Show to whom, date, and address of delivery \$
 (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Mr. Jerry Johns
P.O. Box 6214A
Birmingham, Alabama 35217

3. ARTICLE DESCRIPTION
 REGISTERED NO. CERTIFIED NO. INSURED NO.
 943534

(Always obtain signature of addressee or agent)

I have received the article described above.
 SIGNATURE ☐ Addressee ☐ Authorized agent

4. *C. F. Rogers*
 DATE OF DELIVERY POSTMARK
10-16-78

5. ADDRESS (Complete only if requested)
P.O. Box 6214A

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

79040134577

PS Form 3811, Apr 1977

RETURN RECEIPT REGISTERED, INSURED AND CERTIFIED MAIL

MJR 527 AW

● **SENDER** Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
☐ Show to whom and date delivered c
☒ Show to whom, date, and address of delivery c
☐ RESTRICTED DELIVERY
 Show to whom and date delivered c
☐ RESTRICTED DELIVERY
 Show to whom, date, and address of delivery \$
 (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
HON. RONNIE FLIPPO
U.S. HOUSE OF REP.
CANNON HOUSE OFFICE BLDG.
WASH. DC

3. ARTICLE DESCRIPTION
 REGISTERED NO. CERTIFIED NO. INSURED NO.
 943576

(Always obtain signature of addressee or agent)

I have received the article described above.
 SIGNATURE ☐ Addressee ☐ Authorized agent

4. DATE OF DELIVERY **11/18/81**

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

PS Form 3811, Apr 1977

RETURN RECEIPT REGISTERED, INSURED AND CERTIFIED MAIL

MR 527

AW

| | | | | | | | | |
|---|---------------|-------------------------|----------------|---------------|-------------|--|--------|--|
| <p>● SENDER. Complete items 1, 2, and 3. Add your address in the RETURN TO space on reverse.</p> | | | | | | | | |
| <p>1. The following service is requested (check one):</p> <p><input type="checkbox"/> Show to whom and date delivered. c</p> <p><input checked="" type="checkbox"/> Show to whom, date, and address of delivery. c</p> <p><input type="checkbox"/> RESTRICTED DELIVERY Show to whom and date delivered. c</p> <p><input type="checkbox"/> RESTRICTED DELIVERY Show to whom, date, and address of delivery. \$..... (CONSULT POSTMASTER FOR FEES)</p> | | | | | | | | |
| <p>2. ARTICLE ADDRESSED TO:</p> <p>CAROL L. KUBER, 350. WILLIAMS + GENSEN 1101 CONN. AVE NW WASH., D.C. 20036</p> | | | | | | | | |
| <p>3. ARTICLE DESCRIPTION</p> <table border="1"> <tr> <td>REGISTERED NO.</td> <td>CERTIFIED NO.</td> <td>INSURED NO.</td> </tr> <tr> <td></td> <td>943575</td> <td></td> </tr> </table> | | | REGISTERED NO. | CERTIFIED NO. | INSURED NO. | | 943575 | |
| REGISTERED NO. | CERTIFIED NO. | INSURED NO. | | | | | | |
| | 943575 | | | | | | | |
| <p>(Always obtain signature of addressee or agent)</p> | | | | | | | | |
| <p>I have received the article described above.</p> <p>SIGNATURE <input type="checkbox"/> Addressee <input type="checkbox"/> Authorized agent</p> <p>HS Wilson</p> | | | | | | | | |
| <p>4. DATE OF DELIVERY</p> <p>10-16-75</p> | | <p>POSTMARK</p> | | | | | | |
| <p>5. ADDRESS (Complete only if requested)</p> | | | | | | | | |
| <p>6. UNABLE TO DELIVER BECAUSE:</p> | | <p>CLERK'S INITIALS</p> | | | | | | |

790403367

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Jerry Johns
P.O. Box 6214A
Birmingham, Alabama 35217

Dear Mr. Johns:

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441g by having made cash contributions to the Committee to Elect Ronnie G. Flipppo in excess of \$100 per campaign.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to this agreement.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

cc: The Honorable Ronnie G. Flipppo
Carole L. Kuebler, Esquire

10/6/78
AW

7900154679

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

)

MUR 527(78)

Mr. Jerry Johns

)

)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. Jerry Johns (hereinafter "the Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a)(5) do hereby agree as follows:

I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.

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

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

IV. The pertinent fact in this matter is as follows:

The Respondent made a cash contribution to the Committee to Elect Ronnie G. Flippo on April 28, 1976, in the sum of \$200.

79010134580

WHEREFORE, Respondent agrees:

A. That Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$200.

B. That the making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.

C. That Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.

D. That Respondent will pay a civil penalty of One Hundred Dollars (\$100) pursuant to 2 U.S.C. § 437g(a)(5)(B).

V. General Conditions

A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.

72010151631

C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

Date _____

William C. Oldaker
General Counsel
Federal Election Commission

Date _____

Mr. Jerry Johns

70019, 54592

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
Committee to Elect) MUR 527 (78)
Ronnie G. Flippo, et al)

CERTIFICATION

I, Marjorie W. Emmons, Secretary to the Federal Election Commission, do hereby certify that on September 28, 1978, the Commission took the following actions in the above-captioned matter:

1. Failed to pass the following motion made by Commissioner Staebler:

MOVED that the Commission approve the recommendations of the General Counsel's Report in MUR 527 (78) dated September 21, 1978 subject to amendment of the draft conciliation agreements to provide for civil penalties in the amount of one-half of the violations.

The vote was:

YEA (3) Commissioners Harris, Staebler, and Springer
NAY (2) Commissioners Aikens and Thomson
NOT PRESENT (1) Commissioner Tiernan

2. Failed to pass the following motion made by Commissioner Springer:

MOVED that the Commission approve the recommendations of the General Counsel's Report in MUR 527 (78) dated September 21, 1978.

The vote was:

YEA (2) Commissioners Springer, and Staebler
NAY (3) Commissioners Aikens, Harris, and Thomson
NOT PRESENT (1) Commissioner Tiernan

CONTINUED ON PAGE TWO

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3. Passed the following motion made by Commissioner Harris:

MOVED that the Commission approve the recommendations contained in the General Counsel's Report on MUR 527 (78) subject to revision of the draft conciliation agreements to provide for civil penalties in an amount equal to the violations.

The vote was:

YEA (4) Commissioners Aikens, Harris, Staebler,
and Thomson

NAY (1) Commissioner Springer

NOT PRESENT (1) Commissioner Tiernan

Attest:

Margaret W. Emerson
Secretary to the Commission

10/2/78
Date

79040134684

September 25, 1978

MEMORANDUM TO: Marge Emmons
FROM: Elissa T. IGarr
SUBJECT: MUR 527

Please have the attached General Counsel's Report on MUR 527 distributed to the Commission on a 48 hour tally basis.

Thank you.

79010131685

RECEIVED
OFFICE OF THE
COMMISSIONER
BEFORE THE FEDERAL ELECTION COMMISSION

September 21, 1978

78 SEP 25 A 9: 54

In the Matter of)
)
Committee to Elect)
Ronnie G. Flipppo, et al)

MUR 527(78)

GENERAL COUNSEL'S REPORT

I. Summary of Allegations and Commission Action

During the Audit Division's review of the records kept by the Committee to Elect Ronnie G. Flipppo ("the Committee"), information was obtained which led the auditors to believe that the Committee's treasurer, Mr. R. Lonnie Flipppo, had made and endorsed loans to Mr. Ronnie G. Flipppo ("the Candidate") and/or the Committee totaling \$73,000, thus placing Mr. R. Lonnie Flipppo in apparent violation of 2 U.S.C. § 441a(a)(1)(A) and the Committee and Candidate in apparent violation of 2 U.S.C. § 441a(f) as the result of their having made and knowingly accepted contributions in excess of the \$1000 per election limitation on contributions from individuals. At that time the auditors also discovered evidence of excessive contributions of currency made in violation of 2 U.S.C. § 441g. Later, following receipt of the Audit Division's letter of audit findings, the Committee submitted a list of nine additional contributors of excessive cash contributions.

On July 12, 1978, the Office of General Counsel received from the counsel for the Committee a copy of the \$30,000 promissory note negotiated by the Candidate on April 20, 1976, with the First National Bank of Birmingham. This copy shows that the note was endorsed by R. Lonnie Flipppo and William D. Biggs, placing both in apparent violation of 2 U.S.C. § 441a(a)(1)(A).

Finally, the Committee has been unable to identify the contributors of \$24,492.11, an apparent violation of 2 U.S.C. § 432(c).

On April 24, 1976, and July 26, 1976, the Commission found reason to believe that the above violations had occurred. Letters were sent to all respondents. Two of the letters were returned as undeliverable and have been re-mailed in care of the counsel for all respondents. The Office of General Counsel has received written notification that all respondents are to be represented by a single counsel; however, no formal responses to the Commission's findings have yet been received. We believe that sufficient time has elapsed to permit Commission determinations based upon the information presently in hand.

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Evidence

I. Loans to Committee

A. Loans from Shoals National Bank of Florence to the Committee

1. Loan of \$33,000

On March 18, 1976, the Committee obtained a loan from the Shoals National Bank of Florence, Florence, Alabama, in the amount of \$33,000. This loan involved a 30-day promissory note which was signed "Committee to Elect Ronnie G. Flippo: R. Lonnie Flippo, Chairman". Two 30-day extension agreements were also negotiated, one on April 17, 1976, and one on May 17, 1976. Each of these extension agreements was signed "Maker: Committee to Elect Ronnie G. Flippo (or Ronnie Flippo); Dealer or Endorser: R. Lonnie Flippo. (See Attachment I). On April 20, 1976, the Committee made the first payment on the loan in the amount of \$3500. Full repayment had been made by July 22, 1976.

2 U.S.C. § 441a(a)(1)(A) limits contributions from individuals to \$1000 per election, while 2 U.S.C. § 441a(f) prohibits any candidate or committee from knowingly accepting contributions in excess of the Section 441a(a)(1)(A) limitation. 2 U.S.C. § 431(e)(1) defines a contribution as "a gift, subscription, loan, advance or deposit of money or anything of value made for the purpose of (A) influencing the nomination for election, or election, of any person to Federal office...." 11 C.F.R. § 100.4 (a)(1)(i) defines a loan to include "a guarantee, endorsement, and any other form of security where the risk of nonpayment rests with the surety, guarantor, or endorser as well as with a political committee, candidate, or other primary obligor." 2 U.S.C. § 431(e)(5)(G) provides that a loan of money made by a national or State bank in accordance with applicable banking law and in the ordinary course of business is not a "contribution by that institution, but rather is to be considered a loan and thus a contribution by each endorser or guarantor in the proportion of the unpaid balance thereof that each endorser or guarantor bears to the total number of endorsers or guarantors."

Here R. Lonnie Flippo signed the promissory note and the two 30-day extension agreements. In his letter of June 2, 1976, to the Office of the Clerk, U.S. House of Representatives, Mr. Flippo stated that "(t)here were no endorsers of this loan" and that the loan was signed by him as treasurer of the Committee. On June 16, 1977, the treasurer stated in a letter to the Commission's Disclosure Division that the Candidate had endorsed this note; however, during the field audit the treasurer said that the Candidate had signed nothing with regard to this note, that the loan was made to the Committee, and that he, the treasurer, had signed in his official capacity.

7 9 7 1 0 1 5 1 6 8 7

The face of the initial promissory note bears the name of the Committee, the signature of R. Lonnie Flippo, and, after his signature, the designation "Chairman".¹ Article 3-403(3) of the Alabama Commercial Code states, "Except as otherwise established, the name of an organization preceded or followed by the name and office of an authorized individual is a signature in a representative capacity." The person signing in such a capacity is not personally obligated on the instrument. Therefore Mr. Flippo would not be deemed to have been personally liable on the note as originally signed on March 18, 1976. However, no designation of representative capacity is given on either of the two extension agreements dated April 17 and May 17, 1976. Here the faces of the extension agreements show only the name of the Committee and the signature of R. Lonnie Flippo over the printed designation "Dealer or Endorser".

Article 3-403(2)(b) of the Alabama Commercial Code reads,

An authorized representative who signs his own name to an instrument, except as otherwise established between the immediate parties, is personally obligated if the instrument names the person represented but does not show that the representative signed in a representative capacity....

Official Comment 3, Article 3-403, Uniform Commercial Code, states that in a situation such as that set forth in Article 3-403(2)(b), parole evidence is permitted in litigation between the immediate parties to the note to prove that the agent signed in his representative capacity. In other words, a situation such as that presented by the two extension agreements is viewed by the drafters of the Code as ambiguous, and a court would therefore be able to look beyond the face of the instrument to determine the intent of the parties as to the liability of the agent.

Here neither R. Lonnie Flippo nor the Committee has responded to the Commission's initial findings concerning Mr. Flippo's liability on the \$33,000 promissory note and the two extension agreements. Therefore we have received no information as to any understanding among the bank, the Committee and Mr. Flippo concerning his personal liability or non-liability on the extension agreements. By applying the language of Article 3-403(2)(b) of the Alabama Commercial Code to the promissory note and extension agreements at issue, we find that there is reasonable cause to believe that Mr. R. Lonnie Flippo became personally liable on the \$33,000 promissory note as of the date of the first extension agreement, i.e., April 17, 1976, thus placing him in violation of 2 U.S.C. §441a(a)(1)(A) and the Committee in violation of 2 U.S.C. § 441a(f).

¹ This title differs from that of "treasurer" which is the position given for Mr. R. Lonnie Flippo on the Committee's Statement of Organization. Nevertheless, the designation on the note indicates the status of an authorized agent of the Committee.

2. Loan of \$10,000

On April 19, 1976, a second loan was obtained by the Committee from the Shoals National Bank of Florence in the amount of \$10,000. This loan involved a 90-day promissory note which was signed "Committee to Elect Ronnie G. Flipppo, R. Lonnie Flipppo". (See Attachment II). The loan was repaid as of May 24, 1976.

The promissory note in this instance bears a signature in a form similar to that found on the two extension agreements discussed above. The instrument names the party represented and bears the signature of the authorized representative, but does not show that that representative signed in a representative capacity. Again, neither of the respondents involved have responded to the Commission's findings concerning this loan. As a result, we know of no agreement among the Committee, the bank and Mr. R. Lonnie Flipppo as to Mr. Flipppo's personal liability or non-liability. Therefore, an application of Article 3-403(2)(b) provides reasonable cause to believe that Mr. Flipppo was personally liable on this \$10,000 promissory note, again placing him in violation of 2 U.S.C. § 441a(a)(1)(A) and the Committee in violation of 2 U.S.C. § 441a(f).

B. Loan from Mr. R. Lonnie Flipppo to the Candidate;
Loan from the Candidate to the Committee

The third loan at issue was in the amount of \$5000 and was made by Mr. R. Lonnie Flipppo to the Candidate on April 12, 1976. (See Attachment III). Although the promissory note does not indicate that the loan was intended for campaign expenses, on the same day the Candidate made a loan of an identical amount to the Committee. (See Attachment IV). Neither the Candidate nor the Committee nor Mr. R. Lonnie Flipppo has denied that the loan from Mr. Flipppo was ultimately used for campaign purposes by the Committee. Therefore, there is reasonable cause to believe that the loan from Mr. R. Lonnie Flipppo to the Candidate was made for the purpose of influencing a Federal election and was used by the Committee for that purpose, thus placing Mr. Flipppo again in violation of 2 U.S.C. § 441a(a)(1)(A) and both the Candidate and the Committee in violation of 2 U.S.C. § 441a(f).

C. Loan from the First National Bank of Birmingham to the
Candidate; Loan from the Candidate to the Committee

A fourth loan, in the amount of \$30,000, was obtained on April 20, 1976, by the Candidate from the First National Bank of Birmingham. The 60-day promissory note was signed by the Candidate and endorsed by Mr. William D. Biggs and Mr. R. Lonnie Flipppo. (See Attachments V-1 and V-2). The Committee's reports show receipt of a loan from the Candidate on the same day, April 20, in the amount of \$30,000. (See Attachment VI).

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The Candidate's loan was later transferred to the Shoals National Bank from the First National Bank of Birmingham. The first four installments, totaling \$16,500, were paid by the Committee to the Candidate; however, the remaining \$13,500 was paid directly to the Shoals National Bank although the Committee's reports show these latter payments as having been made to the Candidate.

The fact that the Candidate made a \$30,000 loan to the Committee on the same day as he obtained a \$30,000 loan from the First National Bank of Birmingham indicates that the bank loan was obtained for purposes of influencing a Federal election. Therefore, the endorsements of this bank loan by Mr. William D. Biggs and Mr. R. Lonnie Flippo represent contributions to the Candidate and Committee of \$15,000 each, placing these endorsers in violation of 2 U.S.C. § 441a(a)(1)(A) and the Candidate and the Committee in violation of 2 U.S.C. § 441a(f).

D. Comments

All of the above loans were received by the Candidate and/or the Committee prior to the date of the primary election which was held on May 4, 1976. No designations were made by Mr. R. Lonnie Flippo or Mr. William D. Biggs as to the election for which their contributions were intended. Therefore, the loans and loan endorsements pertain only to the primary election, with the result that Mr. R. Lonnie Flippo's loan-related contributions exceeded the \$1000 limitation by a maximum of \$62,000 between April 20, and April 22, 1976, while Mr. William D. Biggs' contributions exceeded the limitation by a maximum of \$14,000 between April 20 and July 26, 1976. To Mr. Flippo's excessive contributions must be added \$920 in cash contributions to be discussed below, making for him a grand total of \$62,920. To Mr. Biggs' excessive contribution must be added a \$1000 contribution made on April 7, 1976, creating for him a total of \$15,000.

II. Excessive Cash Contributions

2 U.S.C. § 441g prohibits the making of cash contributions to a single candidate or committee in excess of \$100 per campaign. The following are the individuals who have apparently made excessive cash contributions to the Committee:

| <u>Name</u> | <u>Date(s) of Cash Contribution(s)</u> | <u>Amount(s) of Cash Contributions</u> |
|------------------|--|--|
| Mr. James R. Box | 4/1/76 | \$200 |
| | 4/2/76 | 300 |
| | 4/28/76 | 150 |
| | | <u>\$650</u> |

| | | |
|-------------------------|---------|--------------|
| Mr. Larry Clayton | 4/28/76 | \$200 |
| Mr. E.L. Culver | 5/24/76 | \$1000 |
| Mr. Richard Edwards | 4/28/76 | \$200 |
| Mr. Ed Estes | 5/20/76 | \$500 |
| Mr. R. Lonnie Flippo | 3/16/76 | \$500 |
| | 3/23/76 | 20 |
| | 4/2/76 | 400 |
| | | <u>\$920</u> |
| Ms. Yvonne Flippo | 4/2/76 | \$450 |
| Mr. Tom Fowler | 4/28/76 | \$200 |
| Mr. Bobby Griffin, Jr. | 5/19/76 | \$150 |
| Mr. Ed Grills | 4/21/76 | \$300 |
| Mr. Lawrence Goins | 5/13/76 | \$102 |
| Mr. Ellis Haddock | 5/13/76 | \$300 |
| Mr. Jerry Johns | 4/28/76 | \$200 |
| Mr. D.F. Johnson | 4/28/76 | \$200 |
| Mr. David Ladner | 3/5/76 | \$502 |
| Mr. Randy Lingo | 4/28/76 | \$200 |
| Mr. William Martin, Jr. | 5/17/76 | \$500 |
| Mr. Howard Roberts | 3/31/76 | \$500 |
| Mr. Tom Thrasher | 5/13/76 | \$300 |
| | 7/2/76 | 500 |
| | | <u>\$800</u> |
| Mr. Preston Trammell | 4/28/76 | \$200 |
| Mr. Bobby Weems | 4/28/76 | \$200 |
| Mr. Sidney White | 4/2/76 | \$150 |

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The excessive amounts of these contributions have all been refunded by the Committee. We have received no additional information from the above respondents concerning these apparent violations of Section 441g. We recommend a finding of reasonable cause to believe that violations of 2 U.S.C. § 441g by the above twenty-two persons have occurred.

III. Record-keeping

2 U.S.C. § 432(c)(1) requires that the treasurer of a political committee keep a "detailed and exact account of all contributions made to or for such committee". Here, the auditors initially found the Committee's records insufficiently detailed and inaccurate as to the contributors of donations totaling \$24,323.10. In response to the letter of audit findings the Committee submitted, with regard to contributions totaling \$21,727.29, the names and addresses of contributors, the amount of each contribution, and the month the contribution was made. However, because the Committee's records did not disclose the specific date the contributions were received, the auditors could not reconcile the later information provided by the Committee to the \$24,324.10 for which no records of contributors had been provided earlier. In addition, a study of the new information revealed apparent duplication with contributor records already examined during fieldwork.

Since receiving notification of the Commission's finding of reason to believe that violation of 2 U.S.C. § 432(c) had occurred, the Committee has furnished no additional information or explanations. Therefore we recommend a finding of reasonable cause to believe that this violation has taken place.

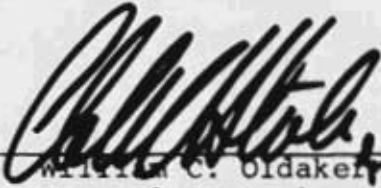
RECOMMENDATIONS

1. Find reasonable cause to believe that Mr. R. Lonnie Flippo has violated 2 U.S.C. § 441a(a)(1)(A) by making contributions to the Committee to Elect Ronnie G. Flippo and to Mr. Ronnie G. Flippo in excess of \$1000 per election.
2. Find reasonable cause to believe that Mr. William D. Biggs has violated 2 U.S.C. § 441a(a)(1)(A) by making contributions to the Committee to Elect Ronnie G. Flippo and to Mr. Ronnie G. Flippo in excess of \$1000 per election.
3. Find reasonable cause to believe that the Committee to Elect Ronnie G. Flippo has violated 2 U.S.C. § 441a(f) by accepting excessive contributions from Mr. R. Lonnie Flippo and Mr. William D. Biggs,

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4. Find reasonable cause to believe that Mr. Ronnie G. Flippo has violated 2 U.S.C. § 441a(f) by accepting excessive contributions from Mr. R. Lonnie Flippo and Mr. William D. Biggs.
5. Find reasonable cause to believe that Mr. James R. Box, Mr. Larry Clayton, Mr. E.L. Culver, Mr. Richard Edwards, Mr. Ed Estes, Mr. R. Lonnie Flippo, Ms. Yvonne Flippo, Mr. Tom Fowler, Mr. Bobby Griffin, Jr., Mr. Ed Grills, Mr. Lawrence Goins, Mr. Ellis Haddock, Mr. Jerry Johns, Mr. D.F. Johnson, Mr. David Ladner, Mr. Randy Lingo, Mr. William Martin, Jr., Mr. Howard Roberts, Mr. Tom Thrasher, Mr. Preston Trammell, Mr. Bobby Weems, and Mr. Sidney White have violated 2 U.S.C. § 441g by making excessive cash contributions to the Committee to Elect Ronne G. Flippo.
6. Find reasonable cause to believe that the Committee to Elect Ronnie G. Flippo has violated 2 U.S.C. § 432(c) by failing to keep detailed and exact accounts of all contributions made to or for the Committee.
7. Send attached letters and conciliation agreements.

23 Sept 1978
Date


William C. Oldaker
General Counsel

79040154693

\$33,000.00

Florence, Ala.

3-18

1976

For value received,

jointly and severally promise to pay to

SHOALS NATIONAL BANK OF FLORENCE

or order
DOLLARS.

negotiable and payable without effect at Shoals National Bank of Florence, Alabama, having deposited with said Bank, to be held by it, or should it re-assess or assign the same, its assigns, as collateral security for the payment of this note and any other sum we may owe the payee before this note is paid the following collateral or such as may hereafter be substituted in lieu thereof, or any other collateral held on any other note by the present or any future holder hereof.

and hereby give the holder hereof full power and authority to sell, transfer, or collect at _____ expense all or any portion thereof at any place, either in the City of Florence, or elsewhere, at public or private sale at _____ option, on non-performance of above promise, and at any time thereafter, without advertising the same, or otherwise giving like due notice. Subject to call for additional collateral security, and in case of failure or refusal to respond to such call, the holder may sell the collateral pledged in the manner hereinafter indicated. In case of public sale, the holder may purchase without being liable to account for more than the net proceeds of such sale. We, the maker or makers, endorser or endorser, of this note hereby waive protest, presentation, demand, and notice of dishonor of the same and we also hereby waive all rights of exemption under the Constitution and laws of Alabama or any other State or the United States. We also agree to pay all costs of collection, including a reasonable attorney's fee in case of non-payment at maturity.

Address

Signature

Address

Signature

EXTENSION AGREEMENT

Florence, Alabama

4-17-76

The undersigned parties, being the makers and holders of the attached promissory note, dated 3-18-76, in the original principal amount of \$33,000.00, both of whom sign this agreement in acceptance of the terms of the extension granted, subject to an other maturity for breach of any conditions that might be contained in the Mortgage or Security Agreement, securing payment of said indebtedness, agree to the schedule of payment on the attached note being revised to read as follows:

Principal amount of \$33,000.00
Maturity extended 30 days

It is further understood and agreed by the makers that the attached note and payments as set out above will bear interest from the

☐ PAYMENT DATE of this extension at the rate of 8 percent per annum, interest due and payable at the time the principal payments are to be made.

It is also further agreed, and understood by the maker that all conditions and obligations of the said note, Mortgage or Security Agreement securing payment of said indebtedness as set forth hereinabove made in connection with this Original Note by any of the parties hereto shall remain in full force and effect and that any property that might have been conveyed by said Mortgage or Security Agreement securing said indebtedness is legally owned by the undersigned makers.

Shoals National Bank of Florence
FLORENCE, ALABAMA

BY

HOLDER

EXTENSION AGREEMENT

Florence, Alabama

5-17-76

The undersigned parties, being the makers and holders of the attached promissory note, dated 3-18-76, in the original principal amount of \$33,000.00, both of whom sign this agreement in acceptance of the terms of the extension granted, subject to an other maturity for breach of any conditions that might be contained in the Mortgage or Security Agreement, securing payment of said indebtedness, agree to the schedule of payment on the attached note being revised to read as follows:

Principal amount of \$33,000.00
Maturity extended 30 days

It is further understood and agreed by the makers that the attached note and payments as set out above will bear interest from the

☐ PAYMENT DATE of this extension at the rate of 8 percent per annum, interest due and payable at the time the principal payments are to be made.

It is also further agreed, and understood by the maker that all conditions and obligations of the said note, Mortgage or Security Agreement securing payment of said indebtedness as set forth hereinabove made in connection with this Original Note by any of the parties hereto shall remain in full force and effect and that any property that might have been conveyed by said Mortgage or Security Agreement securing said indebtedness is legally owned by the undersigned makers.

Shoals National Bank of Florence
FLORENCE, ALABAMA

BY

HOLDER



For value received.

SHOALS NATIONAL BANK OF FLORENCE

or order
DOLLARS.

receivable and payable account offset at Sheehy National Bank of Monroe, Alabama, having deposited with said bank, to be held by it, or some other bank or banks, as collateral security for the payment of this note we may owe the payee before this note is paid the following collateral or such as may hereafter be substituted in lieu thereof, or any other bank by the present or any future holder hereof:

[illegible]

Box 1221

Address

Address 14989999

Slattery

Signature _____
Date _____

\$5000.00

PROMISSORY NOTE

Florence, Alabama

April 12, 1976

FOR VALUE RECEIVED, the undersigned promises to pay to the order of R. LONNIE FLIPPO the principal sum of FIVE THOUSAND AND NO/100 (\$5000.00) DOLLARS, with interest from date at the rate of nine (9%) per cent per annum on the unpaid balance until paid; the principal and interest being payable in current legal tender money of the United States of America on July 12, 1976.

All parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally waives as to this debt, all right of exemptions under the Constitution and Laws of Alabama, or any other State, as to personal property and each severally agrees to pay all costs of collecting or attempting to collect or secure the note, including an attorney's fee, whether the same be collected or secured by suit, or otherwise; and the maker, endorser, surety or guarantor of this note severally waive demand, presentment, protest, notice of protest and all other requirements necessary to hold them. In case of failure to pay any of the installments on the date the same falls due, all of the installments, whether due or not, shall become immediately due and payable.

Ronnie G. Flippo
RONNIE G. FLIPPO

ATTEST:

Marsha Whiteley

Ad in full
Ad

SCHEDULE A

ITEMIZED RECEIPTS—CONTRIBUTIONS, SALES AND COLLECTIONS, LOANS, AND TRANSFERS

COMMITTEE TO ELECT RONNIE FLIPPO

(Full Name of Candidate or Committee)

Part No. 3

(Use for itemizing Part 1, 2, 3, 4, or 5)

SEE REVERSE SIDE FOR INSTRUCTIONS

(Use separate page(s) for each numbered Part)

| Day, year) | Full Name of Contributor, Amount, and City or State | Aggregate Year-to-Date | This period |
|------------|---|---|----------------|
| 1-12-76 | Ronnie G. Flippo P. O. Box 1221 Florence, Alabama 35630 | Candidate For <input checked="" type="checkbox"/> U. S. Congress Aggregate Year-to-Date \$ 5,000.00 | \$ 5,000.00 |
| 1-19-76 | Shoals National Bank Court Street Florence, Alabama 35630 | Bank <input type="checkbox"/> Aggregate Year-to-Date \$ 43,000.00 | \$ 10,000.00 |
| | | <input type="checkbox"/> Aggregate Year-to-Date \$ | This period \$ |
| | | <input type="checkbox"/> Aggregate Year-to-Date \$ | This period \$ |
| | | <input type="checkbox"/> Aggregate Year-to-Date \$ | This period \$ |
| | | <input type="checkbox"/> Aggregate Year-to-Date \$ | This period \$ |
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| | | <input type="checkbox"/> Aggregate Year-to-Date \$ | This period \$ |
| | | <input type="checkbox"/> Aggregate Year-to-Date \$ | This period \$ |
| | | <input type="checkbox"/> Aggregate Year-to-Date \$ | This period \$ |
| | | <input type="checkbox"/> Aggregate Year-to-Date \$ | This period \$ |

TOTAL THIS PERIOD \$ 55,000.00
(Use for Part 1, 2, 3, 4, or 5 only)

44-46767-100

APR 2 1976 ^{ad. 376.03} 1976 \$30,000.00
BIRMINGHAM, ALA

For value received, 60 days after date, the undersigned (if more than one, jointly and severally) promise(s) to pay to the order of THE FIRST NATIONAL BANK OF BIRMINGHAM, at The First National Bank of Birmingham, Birmingham, Alabama,
Thirty Thousand and no/100 - - - - - Dollars

with interest from maturity at the rate of 7 1/2% per annum until paid.

Each of the parties to this instrument, whether maker, endorser, surety or guarantor, hereby severally (a) waives as to this debt or any renewal thereof any rights of exemption under the Constitution or laws of Alabama or any other state as to personal property; (b) agrees to pay all costs of collecting or securing or attempting to collect or secure this note, including a reasonable attorney's fee, provided, however, that if this note is subject to the Alabama Consumer Credit Act (Act No. 2052 of the 1971 Regular Session of the Alabama Legislature), the recovery of attorney's fees shall be limited as provided in said act; (c) waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold him; (d) agrees that time of payment may be extended or renewal note taken or other indulgence granted without notice of or consent to such action, without release of liability as to any party to this instrument, and (e) acknowledges receipt of a duplicate copy of this note. The Bank at which this note is payable is hereby authorized to apply, on or after maturity, to the payment of this debt, any funds or credit held by said bank, on deposit, in trust, or otherwise, for account of the maker, endorser, surety, guarantor, or any of them, but shall not be required to make such application unless it shall so elect, nor be liable for any failure or omission in respect thereof. In the event of death of, insolvency of, general assignment by, judgment against, filing of petition in bankruptcy by or against, filing of application in any court for receiver for, or issuance of writ of garnishment or attachment in a suit or action against any party liable hereon or against any of the assets of any such party liable hereon, whether maker, endorser, surety or guarantor, or on the happening of any one or more of said events, the indebtedness evidenced hereby shall immediately become due and payable with interest to date or if interest has been prepaid, with accrued interest credited, unless the holder shall on notice of such event elect to waive such acceleration by written notice to the debtor.

CAUTION-IT IS IMPORTANT THAT YOU THOROUGHLY
READ THIS CONTRACT BEFORE YOU SIGN IT

No. 05484
Due 6-21-76 (61 days)
FORM CO-77-80-M-88-C-78

Ronnie G. Flippo (SEAL)
1008 Florence Avenue (SEAL)
Florence, Ala 36630

Endorsed

END

RONNIE G. FLIPPO

45m

7900

For value received and in consideration of the credit given or discount, loan, or extension made by or upon the within note (the "Note"), which the undersigned requested, the undersigned (if more than one, jointly and severally) hereby (i) unconditionally guarantees to the payee hereof, its, his or her successors and assigns, and every subsequent holder of the Note (all collectively called the "Holder"), irrespective of the genuineness, validity, regularity or enforceability thereof, or of the obligation evidenced thereby, or of any collateral thereof, or the existence or extent of any such collateral, and irrespective of any other circumstance or condition, that all sums stated therein to be payable thereunder (principal, interest and charges) shall be promptly paid in full when due, in accordance with the provisions thereof at maturity, by acceleration or otherwise, and, in case of extension of time of payment in whole or in part, all said sums shall be promptly paid when due according to such extension or extension at maturity by acceleration or otherwise; (ii) consents that from time to time, without notice to the undersigned, payment of any of said sums may be extended in whole or in part by indulgence hereof, by renewal note or notes or otherwise, and also that any of said collateral may be sold, exchanged, surrendered or otherwise dealt with as the Holder may determine, and that the Holder may take or refrain from taking any other action authorized by the Note, all without notice to, consent of or release of liability on the part of the undersigned; (iii) agrees to all the provisions of the Note; and (iv) agrees that the obligation of the undersigned shall be and remain unaffected, (a) by any understanding or agreement that any other person, firm or corporation was or is to sign or become bound on or for the Note; or (b) by resort on the part of the Holder to any other security or remedy for the collection of the indebtedness evidenced by the Note; or (c) by the death or bankruptcy of any one or more of the undersigned, if more than one, and in case of any such death or bankruptcy, by failure of the Holder to file claim against the estate of said decedent or bankrupt, as the case may be, for the amount of such decedent's or such bankrupt's liability hereunder. This instrument is executed under the seal of each of the undersigned.

CAUTION-IT IS IMPORTANT THAT YOU THOROUGHLY
READ THIS CONTRACT BEFORE YOU SIGN IT.

William D Biggs (SEAL)
R Lonnie Flippo (SEAL)

FORM 00-77-78-C

William D Biggs
R. Lonnie Flippo

SCHEDULE A

ATTACHMENT VI

ITEMIZED RECEIPTS—CONTRIBUTIONS, SALES AND COLLECTIONS, LOANS, AND TRANSFERS

Committee to Elect Ronnie Flipppo
(Full Name of Candidate or Committee)Part No. 3
(Use for itemizing Part 1, 2, 3, 4, or 5)

SEE REVERSE SIDE FOR INSTRUCTIONS

(Use separate page(s) for each numbered Part)

| Date (month, day, year) | Full Name, Mailing Address, and ZIP Code | Occupation and Principal Place of Business, if any (If self-employed, also check box) <div>Aggregate Year-to-Date \$</div> | Amount of Receipt This Period |
|-------------------------|--|---|-------------------------------|
| 4-20-76 | Ronnie G. Flipppo P. O. Box 1221 Florence, Alabama | Candidate for U. S. Congress <input checked="" type="checkbox"/> <div>Aggregate Year-to-Date \$ 35,000.00</div> | This period \$ 30,000.00 |
| .. | | <input type="checkbox"/> <div>Aggregate Year-to-Date \$</div> | This period \$ |
| 7 9 6 9 7 | | <input type="checkbox"/> <div>Aggregate Year-to-Date \$</div> | This period \$ |
| 7 9 6 9 7 | | <input type="checkbox"/> <div>Aggregate Year-to-Date \$</div> | This period \$ |
| 7 9 6 9 7 | | <input type="checkbox"/> <div>Aggregate Year-to-Date \$</div> | This period \$ |
| 7 9 6 9 7 | | <input type="checkbox"/> <div>Aggregate Year-to-Date \$</div> | This period \$ |
| 7 9 6 9 7 | | <input type="checkbox"/> <div>Aggregate Year-to-Date \$</div> | This period \$ |
| 7 9 6 9 7 | | <input type="checkbox"/> <div>Aggregate Year-to-Date \$</div> | This period \$ |
| 7 9 6 9 7 | | <input type="checkbox"/> <div>Aggregate Year-to-Date \$</div> | This period \$ |
| 7 9 6 9 7 | | <input type="checkbox"/> <div>Aggregate Year-to-Date \$</div> | This period \$ |
| 7 9 6 9 7 | | <input type="checkbox"/> <div>Aggregate Year-to-Date \$</div> | This period \$ |

TOTAL THIS PERIOD 20,000.00
(List only the Part(s) only)



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. R. Lonnie Flippo
Treasurer, Committee to Elect Ronnie G. Flippo
P.O. Box 1221
Florence, Alabama 35630

Re: MUR 527(78)

Dear Mr. Flippo,

The Federal Election Commission has found reasonable cause to believe that the Committee to Elect Ronnie G. Flippo has violated 2 U.S.C. § 432(c) by failing to keep detailed and exact accounts of all contributions made to and for the Committee, and 2 U.S.C. § 441a(f) by accepting excessive contributions from Mr. R. Lonnie Flippo and Mr. William D. Biggs.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign

72010134701

-2-

it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

cc: The Honorable Ronnie G. Flipppo

Carole L. Kuebler, Esquire
Williams and Jensen
1101 Connecticut Avenue, N.W.
Washington, D.C. 20036

79010154702



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

The Honorable Ronnie G. Flipppo
U.S. House of Representatives
Cannon House Office Building
Washington, D.C.

Re: MUR 527(78)

Dear Mr. Flipppo,

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441a(f) by accepting excessive contributions from Mr. R. Lonnie Flipppo and Mr. William D. Biggs.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please

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-2-

sign it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to the agreement.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

cc: Carole L. Kuebler, Esquire
Williams and Jensen
1101 Connecticut Avenue, N.W.
Washington, D.C. 20036

79010154704



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. R. Lonnie Flipppo
P.O. Box 1221
Florence, Alabama 35630

Re: MUR 527(78)

Dear Mr. Flipppo,

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441a(a)(1)(A) by making contributions to the Committee to Elect Ronnie G. Flipppo and to Mr. Ronnie G. Flipppo in excess of \$1000 per election, and 2 U.S.C. § 441g by making cash contributions to the Committee to Elect Ronnie G. Flipppo in excess of \$100 per campaign.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign it

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-2-

and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, to discuss your objections to the agreement.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

cc: The Honorable Ronnie G. Flipppo

Carole L. Kuebler, Esquire
Williams and Jensen
1101 Connecticut Avenue, N.W.
Washington, D.C. 20036

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FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. William D. Biggs
P.O. Box 245
Sheffield, Alabama 35660

Re: MUR 527(78)

Dear Mr. Biggs,

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441a(a)(1)(A) by making contributions to Mr. Ronnie G. Flipppo and the Committee to Elect Ronnie G. Flipppo in excess of \$1000 per election.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign

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it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to the agreement.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

cc: The Honorable Ronnie G. Flipppo

Carole L. Kuebler, Esquire
Williams and Jensen
1101 Connecticut Avenue, N.W.
Washington, D.C. 20036

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Sample letter to be sent to all persons found to have made excessive cash contributions.



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

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The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441g by having made cash contributions to the Committee to Elect Ronnie G. Flippo in excess of \$100 per campaign.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to this agreement.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

cc: The Honorable Ronnie G. Flippo
Carole L. Kuebler, Esquire



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

9 OCT 23 3:40

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

October 11, 1978

Mr. Larry Clayton
2901 3rd Avenue, N.
Birmingham, Alabama 35203

Dear Mr. Clayton:

The Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. § 441g by having made cash contributions to the Committee to Elect Ronnie G. Flippo in excess of \$100 per campaign.

Please be advised that the Commission is under a duty to make every endeavor for a period of not less than 30 days to correct such a violation by informal methods of conference, conciliation and persuasion, and to enter into a conciliation agreement. 2 U.S.C. § 437g(a)(5)(A). If we are unable to reach agreement during that period, the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute civil suit. 2 U.S.C. § 437g(a)(5)(B).

Enclosed please find a conciliation agreement which this Office is prepared to recommend to the Commission in settlement of this matter. If you agree with the provisions of this agreement, please sign it and return it to the Commission within ten days of your receipt of this letter. If not, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039 to discuss your objections to this agreement.

Sincerely,

William C. Oldaker
William C. Oldaker
General Counsel

Enclosure cc: The Honorable Ronnie G. Flippo
Carole L. Kuebler, Esquire

Bill Rowe
207 225-4801

79040154717

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Mr. Larry Clayton

)
)
)

MUR 527(78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. Larry Clayton (hereinafter "the Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a)(5) do hereby agree as follows:

I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.

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

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

IV. The pertinent fact in this matter is as follows:

The Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the sum of \$200.

79040134711

WHEREFORE, Respondent agrees:

A. That Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$200.00.

B. That the making of a cash contribution in excess of \$100.00 per campaign is a violation of 2 U.S.C. § 441g.

C. That Respondent will now, and in the future, comply in all respects with the Federal Election Act of 1971, as amended.

D. That Respondent will pay a civil penalty of One Hundred Dollars (\$100) pursuant to 2 U.S.C. § 437g(a)(5)(B).

V. General Conditions

A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to this matter set forth in this Agreement.

79240154712

C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

Date

10-18-78

Date

William C. Oldaker
General Counsel
Federal Election Commission

Larry Clayton
Mr. Larry Clayton

Dear Mr. William C. Oldaker

I feel I should not have to pay this \$100.00 fine, because I did not know what the rules or laws were on contributions.

Yours truly,

Larry Clayton
Larry Clayton

79040154713

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Federal Election Commission
1325 K Street N.W.
Washington, DC 20463



600
5246

RECEIVED
FEDERAL ELECTION
COMMISSION

BEFORE THE FEDERAL ELECTION COMMISSION 73 OCT 20 AM 10:12

In the Matter of) MUR 527(78)
)
Mr. D.F. Johnson)

CONCILIATION AGREEMENT

807073

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. D.F. Johnson (hereinafter "the Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a)(5) do hereby agree as follows:

I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.

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

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

IV. The pertinent fact in this matter is as follows:

The Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the sum of \$200.

79010154715

WHEREFORE, Respondent agrees:

A. That Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$200.

B. That the making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.

C. That Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.

D. That Respondent will pay a civil penalty of One Hundred Dollars (\$100) pursuant to 2 U.S.C. § 437g(a)(5)(B).

V. General Conditions

A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.

70010154715

C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

Date

10/17/78
Date

William C. Oldaker
General Counsel
Federal Election Commission

D.F. Johnson
Mr. D.F. Johnson

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OCT 20 1963



625 SPRINGDALE ROAD
BIRMINGHAM, ALABAMA 35217

Federal Election Commission

1325 K Street N.W.

Washington, D.C. 20463



GC#
5211

78 OCT 18 AM 9:44

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The Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 21, 1976, in the sum of \$300.

WHEREFORE, Respondent agrees:

A. That Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 21, 1976, in the amount of \$300.

B. That the making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.

C. That Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.

D. That Respondent will pay a civil penalty of Two Hundred Dollars (\$200) pursuant to 2 U.S.C. § 437g(a)(5)(B).

V. General Conditions

A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.

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C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

Date

10-16-78

Date

William C. Oldaker
General Counsel
Federal Election Commission

Ed Grills
Mr. Ed Grills

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79040154722



625 SPRINGDALE ROAD
BIRMINGHAM, ALABAMA 35217



178 OCT 17 AM 9:44

Federal Election Commission
1325 K ST. N.W.
Washington, D.C. 20463



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

September 11, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Carole L. Kuebler, Esquire
Williams and Jensen
1101 Connecticut Avenue, N.W.
Washington, DC 20036

Re: MUR 527(78)

Dear Ms. Kuebler:

On August 10, 1978, you notified this Office that you are representing Mr. Tom Fowler and Mr. William D. Biggs as counsel of record with regard to MUR 527(78).

Enclosed please find letters of notification which were sent to your clients and which were returned to our Office as undeliverable.

Your acceptance of these letters will be deemed notification to your clients.

Although the enclosed letters give Mr. Fowler and Mr. Biggs ten days to respond, the time which has already elapsed with regard to this MUR requires that we reduce the response period concerning these two gentlemen to five days. We are also in the process of preparing our report to the Commissioners which will deal with all issues covered by the MUR.

Sincerely,

William C. Oldaker
General Counsel

Enclosures

79040154723



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

August 1, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. William D. Biggs
Robins Beach Road
Florence, Alabama 35630

Re: MUR 527(78)

Dear Mr. Biggs,

This letter is to inform you that the Federal Election Commission has found reason to believe that you violated the Federal Election Campaign Act of 1971, as amended ("the Act"). Specifically, the Commission has found reason to believe that you violated 2 U.S.C. § 441a(a)(1)(A) by acting as co-guarantor of a promissory note for \$30,000 negotiated by Mr. Ronnie G. Flippo with the First National Bank of Birmingham on April 20, 1976. The \$30,000 obtained by means of this note was used in Mr. Flippo's campaign for Federal office.

As stated in 2 U.S.C. §431(e)(5)(G)(ii), a loan of money obtained by a candidate for Federal office from a state or national bank is to "be considered a loan by each endorser or guarantor, in that proportion of the unpaid balance thereof that each endorser or guarantor bears to the total number of endorsers or guarantors." Loans are included in the Act's definition of a "contribution" and are thereby subject to the contribution limits of \$1000 per individual per election pursuant to 2 U.S.C. § 441a(a)(1)(A).

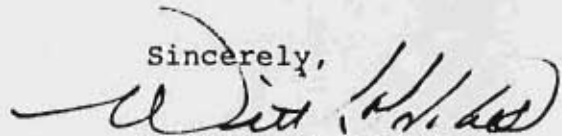
Under the Act you have an opportunity to demonstrate that no further action should be taken against you. Please submit any information which you believe would be useful in the Commission's consideration of this matter. Where appropriate, statements or explanations should be made under oath.

79040154724

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.

This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,



William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flipppo

Mr. R. Lonnie Flipppo, Treasurer
Committee to Elect Ronnie G. Flipppo

79010154723



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

August 1, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Tom Fowler
Birmingham, AL 35203

Re: MUR 527(78)

Dear Mr. Fowler:

This letter is to inform you that the Federal Election Commission has found reason to believe that you have violated the Federal Election Campaign Act of 1971, as amended ("the Act"), by having made cash contribution to the Committee to Elect Ronnie G. Flippo in excess of the \$100 per campaign limitation set forth in 2 U.S.C. § 441g.

Under the Act you have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. § 437g(a)(4). Please submit any information which you believe would be useful in the Commission's consideration of this matter. Where appropriate, statements or explanations should be made under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.

This matter will remain confidential in accordance with 2 U.S.C. § 437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,

William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flippo

73010154726

72274415104007

AW 5a7

PS Form 3811, Apr. 1977 RETURN RECEIPT REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse

1. The following service is requested (check one).
☐ Show to whom and date delivered \$
☒ Show to whom, date, and address of delivery \$
☐ RESTRICTED DELIVERY
 Show to whom and date delivered \$
☐ RESTRICTED DELIVERY
 Show to whom, date, and address of delivery \$
 (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Carole L. Knabler

3. ARTICLE DESCRIPTION:
 REGISTERED NO. CERTIFIED NO. INSURED NO.
 943165

(Always obtain signature of addressee or agent)

I have received the article described above.
 SIGNATURE ☐ Addressee ☐ Authorized agent
J K Butler

4. DATE OF DELIVERY POSTMARK
9-12-78

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

600#
4453

WILLIAMS & JENSEN
A PROFESSIONAL CORPORATION
LAWYERS
1101 CONNECTICUT AVENUE, N.W.
WASHINGTON, D. C. 20036

TELEPHONE
(202) 659-8201

PAUL ARNESON
MICHAEL BAUER
GAIL E. BOWMAN
WINFIELD P. CRIGLER
DONALD C. EVANS, JR.
ROBERT E. GLENNON
ROBERT E. JENSEN
CAROLE L. KUEBLER
FORBES MANER
JOHN J. McMACKIN, JR.*
GEORGE G. OLSEN
J. D. WILLIAMS

*NOT ADMITTED IN D.C.

August 10, 1978

Hand Delivered

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Re: MUR 527(78)

Dear Mr. Oldaker:

Please be advised that I am representing Mr. Larry Clayton as counsel of record in the above-captioned matter.

As directed in your letter to Mr. Clayton, I will be contacting Ms. Weissenborn to discuss the details of the case. In the meantime, please contact me if I can be of any assistance.

Sincerely,

Carole L. Kuebler
Carole L. Kuebler

CLK:doy

cc: Mr. Larry Clayton
Hon. Ronnie G. Flippo

72010154728

7 2 0 4 0 1 5 4 7 2 9

PAUL ARNESON
MICHAEL BAUER
GAIL E. BOWMAN
WINFIELD P. CRIGLER
DONALD C. EVANS, JR.
ROBERT E. GLENNON
ROBERT E. JENSEN
CAROLE L. KUEBLER
FORBES MANER
JOHN J. McMACKIN, JR.*
GEORGE G. OLSEN
J. D. WILLIAMS

WILLIAMS & JENSEN
A PROFESSIONAL CORPORATION
LAWYERS
1101 CONNECTICUT AVENUE, N.W.
WASHINGTON, D. C. 20036

TELEPHONE
(202) 659-8201

*NOT ADMITTED IN D. C.

August 10, 1978

Hand Delivered

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

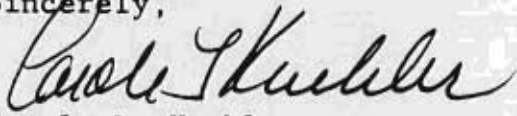
Re: MUR 527(78)

Dear Mr. Oldaker:

Please be advised that I am representing Mr. Tom Fowler as counsel of record in the above-captioned matter.

As directed in your letter to Mr. Fowler, I will be contacting Ms. Weissenborn to discuss the details of the case. In the meantime, please contact me if I can be of any assistance.

Sincerely,


Carole L. Kuebler

CLK:doy

cc: Mr. Tom Fowler
Hon. Ronnie G. Flipppo

PAUL ARNESON
MICHAEL BAUER
GAIL E. BOWMAN
WINFIELD R. CRIGLER
DONALD C. EVANS, JR.
ROBERT E. GLENNON
ROBERT E. JENSEN
CAROLE L. KUEBLER
FORBES MANER
JOHN J. McMACKIN, JR.*
GEORGE G. OLSEN
J. D. WILLIAMS

WILLIAMS & JENSEN
A PROFESSIONAL CORPORATION
LAWYERS
1101 CONNECTICUT AVENUE, N.W.
WASHINGTON, D. C. 20036

TELEPHONE
(202) 659-8201

August 10, 1978

Hand Delivered

*NOT ADMITTED IN D.C.

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Re: MUR 527(78)

Dear Mr. Oldaker:

Please be advised that I am representing Mr. William D. Biggs as counsel of record in the above-captioned matter.

As directed in your letter to Mr. Biggs, I will be contacting Ms. Weissenborn to discuss the details of the case. In the meantime, please contact me if I can be of any assistance.

Sincerely,


Carole L. Kuebler

CLK:doy

cc: Mr. William D. Biggs
Hon. Ronnie G. Flippo

79010134730

PAUL ARNESON
MICHAEL BAUER
GAIL E. BOWMAN
WINFIELD R. CRIGLER
DONALD C. EVANS, JR.
ROBERT E. GLENNON
ROBERT E. JENSEN
CAROLE L. KUEBLER
FORBES MANER
JOHN J. McMACKIN, JR.*
GEORGE G. OLSEN
J. D. WILLIAMS

WILLIAMS & JENSEN
A PROFESSIONAL CORPORATION
LAWYERS
1101 CONNECTICUT AVENUE, N.W.
WASHINGTON, D. C. 20036

TELEPHONE
(202) 659-8201

*NOT ADMITTED IN D.C.

August 10, 1978

Hand Delivered

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Re: MUR 527(78)

Dear Mr. Oldaker:

Please be advised that I am representing Mr. Jerry Johns as counsel of record in the above-captioned matter.

As directed in your letter to Mr. Johns, I will be contacting Ms. Weissenborn to discuss the details of the case. In the meantime, please contact me if I can be of any assistance.

Sincerely,


Carole L. Kuebler

CLK:doy

cc: Mr. Jerry Johns
Hon. Ronnie G. Flipppo

72049154731

7 2 0 4 0 1 5 4 7 3 2

PAUL ARNESON
MICHAEL BAUER
GAIL E. BOWMAN
WINFIELD R. CRIGLER
DONALD C. EVANS, JR.
ROBERT E. GLENNON
ROBERT E. JENSEN
CAROLE L. KUEBLER
FORBES MANER
JOHN J. McMACKIN, JR.*
GEORGE G. OLSEN
J. D. WILLIAMS

WILLIAMS & JENSEN
A PROFESSIONAL CORPORATION
LAWYERS
1101 CONNECTICUT AVENUE, N.W.
WASHINGTON, D. C. 20036

TELEPHONE
(202) 659-8201

*NOT ADMITTED IN D. C.

August 10, 1978

Hand Delivered

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Re: MUR 527(78)

Dear Mr. Oldaker:

Please be advised that I am representing Mr. D.F. Johnson as counsel of record in the above-captioned matter.

As directed in your letter to Mr. Johnson, I will be contacting Ms. Weissenborn to discuss the details of the case. In the meantime, please contact me if I can be of any assistance.

Sincerely,


Carole L. Kuebler

CLK:doy

cc: Mr. D.F. Johnson
Hon. Ronnie G. Flipppo

PAUL ARNESON
MICHAEL BAUER
GAIL E. BOWMAN
WINFIELD P. CRIGLER
DONALD C. EVANS, JR.
ROBERT E. GLENNON
ROBERT E. JENSEN
CAROLE L. KUEBLER
FORBES MANER
JOHN J. McMACKIN, JR.*
GEORGE G. OLSEN
J. D. WILLIAMS

WILLIAMS & JENSEN
A PROFESSIONAL CORPORATION
LAWYERS

1101 CONNECTICUT AVENUE, N.W.
WASHINGTON, D. C. 20036

TELEPHONE
(202) 659-8201

*NOT ADMITTED IN D.C.

August 10, 1978

Hand Delivered

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Re: MUR 527(78)

Dear Mr. Oldaker:

Please be advised that I am representing Mr. Ed Grills as counsel of record in the above-captioned matter.

As directed in your letter to Mr. Grills, I will be contacting Ms. Weissenborn to discuss the details of the case. In the meantime, please contact me if I can be of any assistance.

Sincerely,

Carole L. Kuebler
Carole L. Kuebler

CLK:doy

cc: Mr. Ed Grills
Hon. Ronnie G. Flipppo

72010154733

PAUL ARNESON
MICHAEL BAUER
GAIL E. BOWMAN
WINFIELD P. CRIGLER
DONALD C. EVANS, JR.
ROBERT E. GLENNON
ROBERT E. JENSEN
CAROLE L. KUEBLER
FORBES MANER
JOHN J. McMACKIN, JR.*
GEORGE G. OLSEN
J. D. WILLIAMS

WILLIAMS & JENSEN
A PROFESSIONAL CORPORATION
LAWYERS
1101 CONNECTICUT AVENUE, N.W.
WASHINGTON, D. C. 20036

TELEPHONE
(202) 659-8201

*NOT ADMITTED IN D.C.

August 10, 1978

Hand Delivered

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Re: MUR 527(78)

Dear Mr. Oldaker:

Please be advised that I am representing Mr. Preston Trammell as counsel of record in the above-captioned matter.

As directed in your letter to Mr. Trammell, I will be contacting Ms. Weissenborn to discuss the details of the case. In the meantime, please contact me if I can be of any assistance.

Sincerely,


Carole L. Kuebler

CLK:doy

cc: Mr. Preston Trammell
Hon. Ronnie G. Flipppo

79040134734

PAUL ARNESON
MICHAEL BAUER
GAIL E. BOWMAN
WINFIELD P. CRIGLER
DONALD C. EVANS, JR.
ROBERT E. GLENNON
ROBERT E. JENSEN
CAROLE L. KUEBLER
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JOHN J. McMACKIN, JR.*
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WILLIAMS & JENSEN
A PROFESSIONAL CORPORATION
LAWYERS
1101 CONNECTICUT AVENUE, N.W.
WASHINGTON, D. C. 20036

TELEPHONE
(202) 659-8201

*NOT ADMITTED IN D.C.

August 10, 1978

Hand Delivered

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Re: MUR 527(78)

Dear Mr. Oldaker:

Please be advised that I am representing Mr. Dick Edwards as counsel of record in the above-captioned matter.

As directed in your letter to Mr. Edwards, I will be contacting Ms. Weissenborn to discuss the details of the case. In the meantime, please contact me if I can be of any assistance.

Sincerely,


Carole L. Kuebler

CLK:doy

cc: Mr. Dick Edwards
Hon. Ronnie G. Flipppo

79040134735

PAUL ARNESON
MICHAEL BAUER
GAIL E. BOWMAN
WINFIELD P. CRIGLER
DONALD C. EVANS, JR.
ROBERT E. GLENNON
ROBERT E. JENSEN
CAROLE L. KUEBLER
FORBES MANER
JOHN J. McMACKIN, JR.*
GEORGE G. OLSEN
J. D. WILLIAMS

WILLIAMS & JENSEN
A PROFESSIONAL CORPORATION
LAWYERS
1101 CONNECTICUT AVENUE, N.W.
WASHINGTON, D. C. 20036

TELEPHONE
(202) 659-8201

*NOT ADMITTED IN D. C.

August 10, 1978

Hand Delivered

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Re: MUR 527(78)

Dear Mr. Oldaker:

Please be advised that I am representing Mr. Randy Lingo as counsel of record in the above-captioned matter.

As directed in your letter to Mr. Lingo, I will be contacting Ms. Weissenborn to discuss the details of the case. In the meantime, please contact me if I can be of any assistance.

Sincerely,


Carole L. Kuebler

CLK:doy

cc: Mr. Randy Lingo
Hon. Ronnie G. Flippo

79019134736

PAUL ARNESON
MICHAEL BAUER
GAIL E. BOWMAN
WINFIELD P. CRIGLER
DONALD C. EVANS, JR.
ROBERT E. GLENNON
ROBERT E. JENSEN
CAROLE L. KUEBLER
FORBES MANER
JOHN J. McMACKIN, JR.*
GEORGE G. OLSEN
J. D. WILLIAMS

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A PROFESSIONAL CORPORATION
LAWYERS
1101 CONNECTICUT AVENUE, N.W.
WASHINGTON, D. C. 20036

TELEPHONE
(202) 659-8201

*NOT ADMITTED IN D. C.

August 10, 1978

Hand Delivered

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

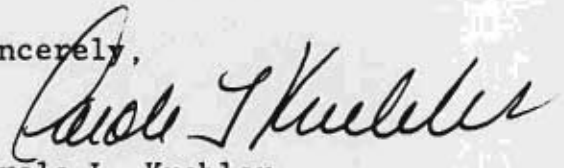
Re: MUR 527(78)

Dear Mr. Oldaker:

Please be advised that I am representing Mr. Bobby Weems as counsel of record in the above-captioned matter.

As directed in your letter to Mr. Weems, I will be contacting Ms. Weissenborn to discuss the details of the case. In the meantime, please contact me if I can be of any assistance.

Sincerely,


Carole L. Kuebler

CLK:doy

cc: Mr. Bobby Weems
Hon. Ronnie G. Flipppo

79010134737

79040154738

WILLIAMS & JENSEN

A PROFESSIONAL CORPORATION
1130 17TH STREET N.W., SUITE 620
WASHINGTON, D.C. 20036

To: William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

HAND DELIVERED

FIRST CLASS MAIL



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

August 1, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Randy Lingo
P.O. Box 42
Pleasant Grove, AL 35127

Re: MUR 527(78)

Dear Mr. Lingo:

This letter is to inform you that the Federal Election Commission has found reason to believe that you have violated the Federal Election Campaign Act of 1971, as amended ("the Act"), by having made cash contribution to the Committee to Elect Ronnie G. Flippo in excess of the \$100 per campaign limitation set forth in 2 U.S.C. § 441g.

Under the Act you have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. § 437g(a)(4). Please submit any information which you believe would be useful in the Commission's consideration of this matter. Where appropriate, statements or explanations should be made under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.

This matter will remain confidential in accordance with 2 U.S.C. § 437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely, \

William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flippo

70010151740

PS Form 3811, Apr. 1977

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

AW 527

● SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).

- ☐ Show to whom and date delivered.
- ☒ Show to whom, date, and address of delivery.
- ☐ RESTRICTED DELIVERY
Show to whom and date delivered.
- ☐ RESTRICTED DELIVERY.
Show to whom, date, and address of delivery.
- (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:

7M Randy Lingo

3. ARTICLE DESCRIPTION:

REGISTERED NO. CERTIFIED NO. INSURED NO.

943437

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE ☐ Addressee ☐ Authorized agent

Randy Lingo

DATE OF DELIVERY

8-7-78

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:



☆ GPO : 1977-O-554-087

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Randy Lingo
P.O. Box 42
Pleasant Grove, AL 35127

Re: MUR 527(78)

Dear Mr. Lingo:

This letter is to inform you that the Federal Election Commission has found reason to believe that you have violated the Federal Election Campaign Act of 1971, as amended ("the Act"), by having made cash contributions to the Committee to Elect Ronnie G. Flipppo in excess of the \$100 per campaign limitation set forth in 2 U.S.C. § 441g.

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Sincerely,

William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flipppo

79010154741



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

August 1, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Bobby Weems
P.O. Box 6214A
Birmingham, AL 35217

Re: MUR 527(78)

Dear Mr. Weems:

This letter is to inform you that the Federal Election Commission has found reason to believe that you have violated the Federal Election Campaign Act of 1971, as amended ("the Act"), by having made cash contribution to the Committee to Elect Ronnie G. Flipppo in excess of the \$100 per campaign limitation set forth in 2 U.S.C. § 441g.

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This matter will remain confidential in accordance with 2 U.S.C. § 437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,

William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flipppo

73010154743

PS Form 3811, Apr. 1977

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● **SENDER:** Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).

- ☐ Show to whom and date delivered.....\$
☒ Show to whom, date, and address of delivery.....\$
☐ RESTRICTED DELIVERY
 Show to whom and date delivered.....\$
☐ RESTRICTED DELIVERY.
 Show to whom, date, and address of delivery.....\$
 (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:

Mr. Betty Weems

3. ARTICLE DESCRIPTION:

| REGISTERED NO. | CERTIFIED NO. | INSURED NO. |
|----------------|---------------|-------------|
| | <i>943936</i> | |

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE ☐ Addressee ☐ Authorized agent

4. DATE OF DELIVERY

8-4-78

5. ADDRESS (Complete only if required)

*Box 6214
Blount, AL 35217*

6. UNABLE TO DELIVER BECAUSE:



☆ 670-107-224-227

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Bobby Weems
P.O. Box 6214A
Birmingham, AL 35217

Re: MUR 527(78)

Dear Mr. Weems:

This letter is to inform you that the Federal Election Commission has found reason to believe that you have violated the Federal Election Campaign Act of 1971, as amended ("the Act"), by having made cash contribution to the Committee to Elect Ronnie G. Flipppo in excess of the \$100 per campaign limitation set forth in 2 U.S.C. § 441g.

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The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.

This matter will remain confidential in accordance with 2 U.S.C. § 437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,

William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flipppo

7 3 7 1 0 1 5 4 7 4 1



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

August 1, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. D. F. Johnson
625 Springdale Road
Birmingham, AL 35217

Re: MUR 527(78)

Dear Mr. Johnson:

This letter is to inform you that the Federal Election Commission has found reason to believe that you have violated the Federal Election Campaign Act of 1971, as amended ("the Act"), by having made cash contribution to the Committee to Elect Ronnie G. Flipppo in excess of the \$100 per campaign limitation set forth in 2 U.S.C. § 441g.

Under the Act you have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. § 437g(a)(4). Please submit any information which you believe would be useful in the Commission's consideration of this matter. Where appropriate, statements or explanations should be made under oath.

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This matter will remain confidential in accordance with 2 U.S.C. § 437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,

William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flipppo

72010134745

PS Form 3811, Apr 1970

1. SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

The following service is requested (check one).
☒ Show to whom and date delivered
☐ Show to whom, date, and address of delivery
 RESTRICTED DELIVERY
☐ Show to whom and date delivered
 RESTRICTED DELIVERY.
☐ Show to whom, date, and address of delivery
 (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
 Mr D. F. Johnson

3. ARTICLE DESCRIPTION:
 REGISTERED NO. CERTIFIED NO. Insured Val. \$
 943629

☐ (Always obtain signature of addressee or agent)

I have received the article described above.
 SIGNATURE ☐ Addressee ☐ Authorized agent
 Ed Bulla

4. DATE OF DELIVERY POSTMARK
 8-4-78

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. D. F. Johnson
625 Springdale Road
Birmingham, AL 35217

Re: MUR 527(78)

Dear Mr. Johnson:

This letter is to inform you that the Federal Election Commission has found reason to believe that you have violated the Federal Election Campaign Act of 1971, as amended ("the Act"), by having made cash contributions to the Committee to Elect Ronnie G. Flipppo in excess of the \$100 per campaign limitation set forth in 2 U.S.C. § 441g.

Under the Act you have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. § 437g(a)(4). Please submit any information which you believe would be useful in the Commission's consideration of this matter. Where appropriate, statements or explanations should be made under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.

This matter will remain confidential in accordance with 2 U.S.C. § 437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,

William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flipppo

72313131747



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

August 1, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Larry Clayton
2901 3rd Avenue, N.
Birmingham, Alabama

Re: MUR 527(78)

Dear Mr. Clayton:

This letter is to inform you that the Federal Election Commission has found reason to believe that you have violated the Federal Election Campaign Act of 1971, as amended ("the Act"), by having made cash contribution to the Committee to Elect Ronnie G. Flippo in excess of the \$100 per campaign limitation set forth in 2 U.S.C. § 441g.

Under the Act you have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. § 437g(a)(4). Please submit any information which you believe would be useful in the Commission's consideration of this matter. Where appropriate, statements or explanations should be made under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.

This matter will remain confidential in accordance with 2 U.S.C. § 437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely

A handwritten signature in dark ink, appearing to read "William C. Oldaker", is written over the word "Sincerely".

William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flippo

79040134749

PS Form 3811, Apr. 1977

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

4W 527 ✓

● SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
☐ Show to whom and date delivered. _____
☒ Show to whom, date, and address of delivery. _____
☐ RESTRICTED DELIVERY
 Show to whom and date delivered. _____
☐ RESTRICTED DELIVERY.
 Show to whom, date, and address of delivery. _____
 (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Mr. Larry Clayton

3. ARTICLE DESCRIPTION:
 REGISTERED NO. CERTIFIED NO. INSURED NO.
 943938

(Always obtain signature of addressee or agent)

I have received the article described above.
 SIGNATURE ☐ Addressee ☒ Authorized agent
Paul McKee

4. DATE OF DELIVERY

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

BIRMINGHAM
POSTMARK
AUG
7
1978
USPO

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Larry Clayton
2901 3rd Avenue, N.
Birmingham, Alabama

Re: MUR 527(78)

Dear Mr. Clayton:

This letter is to inform you that the Federal Election Commission has found reason to believe that you have violated the Federal Election Campaign Act of 1971, as amended ("the Act"), by having made cash contributions to the Committee to Elect Ronnie G. Flipppo in excess of the \$100 per campaign limitation set forth in 2 U.S.C. § 441g.

Under the Act you have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. § 437g(a)(4). Please submit any information which you believe would be useful in the Commission's consideration of this matter. Where appropriate, statements or explanations should be made under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.

This matter will remain confidential in accordance with 2 U.S.C. § 437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely

William C. Oldaker
General Counsel

cc: The Honorabel Ronnie G. Flipppo

202 523 4039

7 9 0 1 0 1 3 1 7 3 1

527 AW

● SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).

☐ Show to whom and date delivered \$

☒ Show to whom, date, and address of delivery \$

☐ RESTRICTED DELIVERY
Show to whom and date delivered \$

☐ RESTRICTED DELIVERY
Show to whom, date, and address of delivery \$

(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:

William D. Biggs

3. ARTICLE DESCRIPTION:

REGISTERED NO. CERTIFIED NO. INSURED NO.

54993

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE ☐ Addressee ☐ Authorized agent

4

DATE OF DELIVERY

POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S
INITIALS

☆ U.P.S. 1971-0-14556

PS Form 3811, Apr. 1977

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

UNDELIVERABLE
ADDRESS



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

POSTAGE AND FEES PAID



RETURN TO WRITER
ADDRESS UNKNOWN

RETURN TO WRITER
ADDRESS UNKNOWN

Mr. William . Biggs
Robins Beach Road
Florence, Alabama 35630

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

UNDELIVERABLE
AS ADDRESSED

CERTIFIED

943931





FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

August 1, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. William D. Biggs
Robins Beach Road
Florence, Alabama 35630

Re: MUR 527(78)

Dear Mr. Biggs,

This letter is to inform you that the Federal Election Commission has found reason to believe that you violated the Federal Election Campaign Act of 1971, as amended ("the Act"). Specifically, the Commission has found reason to believe that you violated 2 U.S.C. § 441a(a)(1)(A) by acting as co-guarantor of a promissory note for \$30,000 negotiated by Mr. Ronnie G. Flippo with the First National Bank of Birmingham on April 20, 1976. The \$30,000 obtained by means of this note was used in Mr. Flippo's campaign for Federal office.

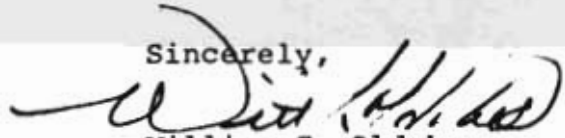
As stated in 2 U.S.C. § 431(e)(5)(G)(ii), a loan of money obtained by a candidate for Federal office from a state or national bank is to "be considered a loan by each endorser or guarantor, in that proportion of the unpaid balance thereof that each endorser or guarantor bears to the total number of endorsers or guarantors." Loans are included in the Act's definition of a "contribution" and are thereby subject to the contribution limits of \$1000 per individual per election pursuant to 2 U.S.C. § 441a(a)(1)(A).

Under the Act you have an opportunity to demonstrate that no further action should be taken against you. Please submit any information which you believe would be useful in the Commission's consideration of this matter. Where appropriate, statements or explanations should be made under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.

This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,



William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flippo

Mr. R. Lonnie Flippo, Treasurer
Committee to Elect Ronnie G. Flippo

73223-1-11754

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. William D. Biggs
Robins Beach Road
Florence, Alabama 35630

Re: MUR 527(78)

Dear Mr. Biggs,

This letter is to inform you that the Federal Election Commission has found reason to believe that you violated the Federal Election Campaign Act of 1971, as amended ("the Act"). Specifically, the Commission has found reason to believe that you violated 2 U.S.C. § 441a(a)(1)(A) by acting as a co-guarantor of a promissory note for \$30,000 negotiated by Mr. Ronnie G. Flippo with the First National Bank of Birmingham on April 20, 1976. The \$30,000 obtained by means of this note was used in Mr. Flippo's campaign for Federal office.

As stated in 2 U.S.C. §431(e)(5)(G)(ii), a loan of money obtained by a candidate for Federal office from a state or national bank is to "be considered a loan by each endorser or guarantor, in that proportion of the unpaid balance thereof that each endorser or guarantor bears to the total number of endorsers or guarantors." Loans are included in the Act's definition of a "contribution" and are thereby subject to the contribution limits of \$1000 per individual per election pursuant to 2 U.S.C. § 441a(a)(1)(A).

Under the Act you have an opportunity to demonstrate that no further action should be taken against you. Please submit any information which you believe would be useful in the Commission's consideration of this matter. Where appropriate, statements or explanations should be made under oath.

79010154755

40
7/27/78

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.

This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,

William C. Oldaker
General Counsel

cc; The Honorable Ronnie G. Flipppo

Mr. R. Lonnie Flipppo, Treasurer
Committee to Elect Ronnie G. Flipppo

79040154756



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

August 1, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. R. Lonnie Flipppo
Treasurer
Committee to Elect Ronnie Gene Flipppo
P.O. Box 1147
Florence, Alabama 35630

Re: MUR 527(78)

Dear Mr. Flipppo,

This letter is to inform you that the Federal Election Commission has found reason to believe that the Committee to Elect Ronnie G. Flipppo has committed an additional violation of the Federal Election Campaign Act of 1971, as amended ("the Act"). Specifically, the Commission has found reason to believe that your Committee violated 2 U.S.C. § 432(c) by failing to keep a detailed and exact account of all contributions received by the Committee. This violation involves in particular the failure of the Committee to maintain records of \$24,324.10 in contributions sufficiently detailed and exact to permit a tracing of particular contributors to contributions totaling this amount.

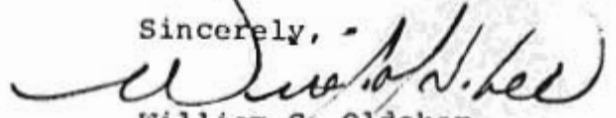
As was explained in the letter of May 11, 1976, from this Office, the Committee has an opportunity to demonstrate why no further action should be taken by the Commission in these matters. 2 U.S.C. § 437g(a)(4). Please submit any information in addition to that already submitted which you believe would be useful in the Commission's consideration of this violation.

Again, the Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after receipt of this letter. At that time it will be necessary for this Office to prepare its next report to the Commission, such report to cover all matters involved in MUR 551(78).

If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.

Enclosed are copies of letters being sent to other persons involved in this MUR.

Sincerely,



William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flippo

Carol L. Kuebler, Esquire
Williams and Jensen
1130 Seventeenth Street, N.W.
Washington, D.C. 20036

7 3 0 1 0 1 7 5 A

MUR 527 AW

PS Form 3811, Apr 1977 RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

1. The following service is requested (check one):
☐ Show to whom and date delivered
☒ Show to whom, date, and address of delivery
☐ RESTRICTED DELIVERY Show to whom and date delivered
☐ RESTRICTED DELIVERY Show to whom, date, and address of delivery (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Hon. Ronnie Flippo

3. ARTICLE DESCRIPTION:
REGISTERED NO. CERTIFIED NO. INSURED NO.
943935
(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☒ Addressee ☐ Authorized agent

4. DATE OF DELIVERY
AUG 4 1978

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

U.S. POSTAL SERVICE
RECEIVED
AUG 4 1978
FLUENCE

5010-107-0-249-000

7 2 7 1 0 1 5 4 7 5 9

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. R. Lonnie Flipppo
Treasurer
Committee to Elect Ronnie Gene Flipppo
P.O. Box 1147
Florence, Alabama 35630

Re: MUR (527(78)

Dear Mr. Flipppo,

This letter is to inform you that the Federal Election Commission has found reason to believe that the Committee to Elect Ronnie G. Flipppo has committed an additional violation of the Federal Election Campaign Act of 1971, as amended ("the Act"). Specifically, the Commission has found reason to believe that your Committee violated 2 U.S.C. § 432(c) by failing to keep a detailed and exact account of all contributions received by the Committee. This violation involves in particular the failure of the Committee to maintain records of \$24,324.10 in contributions sufficiently detailed and exact to permit a tracing of particular contributors to contributions totaling this amount.

As was explained in the letter of May 11, 1976, from this Office, the Committee has an opportunity to demonstrate why no further action should be taken by the Commission in these matters. 2 U.S.C. § 437g(a)(4). Please submit any information in addition to that already submitted which you believe would be useful in the Commission's consideration of this violation.

Again, the Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after receipt of this letter. At that time it will be necessary for this Office to prepare its next report to the Commission, such report to cover all matters involved in MUR 527(78).

AW
7/27/78

If you have any questions, please contact Anne A. Weissenborn, the Attorney assigned to this matter, at (202) 523-4039.

Enclosed are copies of letters being sent to other persons involved in this MUR.

Sincerely,

William C. Dldaker
General Counsel

cc: The Honorable Ronnie G. Flippo

Carol L. Kuebler, Esquire
Williams and Jensen
1130 Seventeenth Street, N.W.
Washington, D.C. 20036

79010134760



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

August 1, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Ed Grills
625 Springdale Road
Birmingham, AL 35217

Re: MUR 527(78)

Dear Mr. Grills:

This letter is to inform you that the Federal Election Commission has found reason to believe that you have violated the Federal Election Campaign Act of 1971, as amended ("the Act"), by having made cash contribution to the Committee to Elect Ronnie G. Flipppo in excess of the \$100 per campaign limitation set forth in 2 U.S.C. § 441g.

Under the Act you have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. § 437g(a)(4). Please submit any information which you believe would be useful in the Commission's consideration of this matter. Where appropriate, statements or explanations should be made under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.

This matter will remain confidential in accordance with 2 U.S.C. § 437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,

William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flipppo

7 2 0 0 1 0 1 3 4 7 6 2

PS Form 3811, Apr. 1977

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

AW 527

● **SENDER:** Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
☐ Show to whom and date delivered.
☒ Show to whom, date, and address of delivery.
☐ RESTRICTED DELIVERY
 Show to whom and date delivered.
☐ RESTRICTED DELIVERY.
 Show to whom, date, and address of delivery.
 (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
 Mr Ed Guller

3. ARTICLE DESCRIPTION:
 REGISTERED NO. CERTIFIED NO. INSURED NO.
 943934

(Always obtain signature of addressee of goods.)

I have received the article described above.
 SIGNATURE ☐ Addressee ☐ Authorized agent
 D. D. Johnson

4. DATE OF DELIVERY
 5-4-78

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Ed Grills
625 Springdale Road
Birmingham, AL 35217

Re: MUR 527(78)

Dear Mr. Grills:

This letter is to inform you that the Federal Election Commission has found reason to believe that you have violated the Federal Election Campaign Act of 1971, as amended ("the Act"), by having made cash contributions to the Committee to Elect Ronnie G. Flippe in excess of the \$100 per campaign limitation set forth in 2 U.S.C. § 441g.

Under the Act you have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. § 437g(a)(4). Please submit any information which you believe would be useful in the Commission's consideration of this matter. Where appropriate, statements or explanations should be made under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.

This matter will remain confidential in accordance with 2 U.S.C. § 437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,

William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flippe

7 9 0 1 0 1 5 4 7 6 3



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

August 1, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Jerry Johns
P.O. Box 6214A
Birmingham, AL 35217

Re: MUR 527(78)

Dear Mr. Johns:

This letter is to inform you that the Federal Election Commission has found reason to believe that you have violated the Federal Election Campaign Act of 1971, as amended ("the Act"), by having made cash contribution to the Committee to Elect Ronnie G. Flipppo in excess of the \$100 per campaign limitation set forth in 2 U.S.C. § 441g.

Under the Act you have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. § 437g(a)(4). Please submit any information which you believe would be useful in the Commission's consideration of this matter. Where appropriate, statements or explanations should be made under oath.

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This matter will remain confidential in accordance with 2 U.S.C. § 437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,

A handwritten signature in dark ink, appearing to read "W. C. Oldaker", is written over the word "Sincerely,".

William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flipppo

PS Form 3811, Apr. 1977

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).

- ☐ Show to whom and date delivered.....
☒ Show to whom, date, and address of delivery.....
☐ RESTRICTED DELIVERY
 Show to whom and date delivered.....
☐ RESTRICTED DELIVERY.
 Show to whom, date, and address of delivery.....
 (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:

Mr. Jerry Johns

3. ARTICLE DESCRIPTION:

REGISTERED NO. CERTIFIED NO. INSURED NO.
 943433

(Always include signature of addressee or agent)

I have received the article described above.

SIGNATURE ☐ Addressee ☐ Authorized agent

4. DATE OF DELIVERY

8-4-78

5. ADDRESS (Complete only if registered)

*P.O. Box 621
Blm, AL 35001*

6. UNABLE TO DELIVER BECAUSE:



★ 000 1000-0-250-257

5971310067

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Jerry Johns
P.O. Box 6214A
Birmingham, AL 35217

Re: MUR 527(78)

Dear Mr. Johns:

This letter is to inform you that the Federal Election Commission has found reason to believe that you have violated the Federal Election Campaign Act of 1971, as amended ("the Act"), by having made cash contributions to the Committee to Elect Ronnie G. Flipppo in excess of the \$100 per campaign limitation set forth in 2 U.S.C. § 441g.

Under the Act you have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. § 437g(a)(4). Please submit any information which you believe would be useful in the Commission's consideration of this matter. Where appropriate, statements or explanations should be made under oath.

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This matter will remain confidential in accordance with 2 U.S.C. § 437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,

William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flipppo

AM 12/23/78



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

August 1, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Dick Edwards
P.O. Box 152
Calera, AL 35040

Re: MUR 527(78)

Dear Mr. Edwards:

This letter is to inform you that the Federal Election Commission has found reason to believe that you have violated the Federal Election Campaign Act of 1971, as amended ("the Act"), by having made cash contribution to the Committee to Elect Ronnie G. Flipppo in excess of the \$100 per campaign limitation set forth in 2 U.S.C. § 441g.

Under the Act you have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. § 437g(a)(4). Please submit any information which you believe would be useful in the Commission's consideration of this matter. Where appropriate, statements or explanations should be made under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.

This matter will remain confidential in accordance with 2 U.S.C. § 437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,

A handwritten signature in dark ink, appearing to read "William C. Oldaker", is written over the word "Sincerely,".

William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flipppo

657101067

PS Form 3811, Apr. 1977

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

AW 527

● **SENDER:** Complete steps 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
☐ Show to whom and date delivered
☒ Show to whom, date, and address of delivery
☐ RESTRICTED DELIVERY
Show to whom and date delivered
☐ RESTRICTED DELIVERY
Show to whom, date, and address of delivery
(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Mr. Dick Edwards

3. ARTICLE DESCRIPTION:
REGISTERED NO. | CERTIFIED NO. | INSURED NO.
| *AW52* |
(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent
[Signature]

4. DATE OF DELIVERY
8-5-78

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

★ 107-0-250-907





FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Dick Edwards
P.O. Box 152
Calera, AL 35040

Re: MUR 527(78)

Dear Mr. Edwards:

This letter is to inform you that the Federal Election Commission has found reason to believe that you have violated the Federal Election Campaign Act of 1971, as amended ("the Act"), by having made cash contributions to the Committee to Elect Ronnie G. Flippo in excess of the \$100 per campaign limitation set forth in 2 U.S.C. § 441g.

Under the Act you have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. § 437g(a)(4). Please submit any information which you believe would be useful in the Commission's consideration of this matter. Where appropriate, statements or explanations should be made under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.

This matter will remain confidential in accordance with 2 U.S.C. § 437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,

William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flippo

204-711-1111



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

August 1, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Preston Trammell
2630 8th Avenue, N
Birmingham, Alabama

Re: MUR 527(78)

Dear Mr. Trammell:

This letter is to inform you that the Federal Election Commission has found reason to believe that you have violated the Federal Election Campaign Act of 1971, as amended ("the Act"), by having made cash contribution to the Committee to Elect Ronnie G. Flipppo in excess of the \$100 per campaign limitation set forth in 2 U.S.C. § 441g.

Under the Act you have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. § 437g(a)(4). Please submit any information which you believe would be useful in the Commission's consideration of this matter. Where appropriate, statements or explanations should be made under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.

This matter will remain confidential in accordance with 2 U.S.C. § 437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,

A handwritten signature in dark ink, appearing to read "W. C. Oldaker", is written over the word "Sincerely,".

William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flipppo

72010154771

PS Form 3811, Apr. 1977

1710 527

● SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
☐ Show to whom and date delivered.....
☒ Show to whom, date, and address of delivery.....
☐ RESTRICTED DELIVERY
Show to whom and date delivered.....
☐ RESTRICTED DELIVERY.
Show to whom, date, and address of delivery. \$.....
(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Mr. Preston Trammell

3. ARTICLE DESCRIPTION:
REGISTERED NO. *94571* CERTIFIED NO. INSURED NO.
(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent
D. S. Harris

4. DATE OF DELIVERY
8-4-78

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

BIRMINGHAM
POST OFFICE
AUG 4 1978
USPO

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Rreston Trammell
2630 8th Avenue, N
Birmingham, Alabama

Re: MUR 527(78)

Dear Mr. Trammell:

This letter is to inform you that the Federal Election Commission has found reason to believe that you have violated the Federal Election Campaign Act of 1971, as amended ("the Act"), by having made cash contributions to the Committee to Elect Ronnie G. Flipppo in excess of the \$100 per campaign limitation set forth in 2 U.S.C. § 441g.

Under the Act you have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. § 437g(a)(4). Please submit any information which you believe would be useful in the Commission's consideration of this matter. Where appropriate, statements or explanations should be made under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.

This matter will remain confidential in accordance with 2 U.S.C. § 437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,

William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flipppo

160 7/28

AW 527

● SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on
reverse.

1. The following service is requested (check one).

- ☐ Show to whom and date delivered.....
☒ Show to whom, date, and address of delivery.....
☐ RESTRICTED DELIVERY
 Show to whom and date delivered.....
☐ RESTRICTED DELIVERY.
 Show to whom, date, and address of delivery. \$_____
 (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:

Mr Tom Fowler

3. ARTICLE DESCRIPTION:

REGISTERED NO. CERTIFIED NO. INSURED NO.
 943930

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE ☐ Addressee ☐ Authorized agent

4.

DATE OF DELIVERY

POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE

CLERK'S
INITIALS

FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

POSTAGE AND FEES PAID



Mr. Tom Fowler
Birmingham, AL 35203

CERTIFIED

943930



720015477



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

August 1, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Tom Fowler
Birmingham, AL 35203

Re: MUR 527(78)

Dear Mr. Fowler:

This letter is to inform you that the Federal Election Commission has found reason to believe that you have violated the Federal Election Campaign Act of 1971, as amended ("the Act"), by having made cash contribution to the Committee to Elect Ronnie G. Flipppo in excess of the \$100 per campaign limitation set forth in 2 U.S.C. § 441g.

Under the Act you have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. § 437g(a)(4). Please submit any information which you believe would be useful in the Commission's consideration of this matter. Where appropriate, statements or explanations should be made under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.

This matter will remain confidential in accordance with 2 U.S.C. § 437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,

William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flipppo

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Tom Fowler
Birmingham, AL 35203

Re: MUR 527(78)

Dear Mr. Fowler:

This letter is to inform you that the Federal Election Commission has found reason to believe that you have violated the Federal Election Campaign Act of 1971, as amended ("the Act"), by having made cash contributions to the Committee to Elect Ronnie G. Flipppo in excess of the \$100 per campaign limitation set forth in 2 U.S.C. § 441g.

Under the Act you have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. § 437g(a)(4). Please submit any information which you believe would be useful in the Commission's consideration of this matter. Where appropriate, statements or explanations should be made under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.

This matter will remain confidential in accordance with 2 U.S.C. § 437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,

William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flipppo

79010154776

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
The Committee to Elect)
Ronnie G. Flippo, et al)

MUR 527(78)

CERTIFICATION

I, Marjorie W. Emmons, Secretary to the Federal Election Commission, do hereby certify that on July 26, 1978, the Commission agreed to adopt the recommendation of the General Counsel to take the following additional actions in the above-captioned matter by a vote of 5-0.

1. Find reason to believe that Mr. Richard Edwards, Mr. Ed Grills, Mr. Jerry Johns, Mr. D.F. Johnson, Mr. Randy Lingo, Mr. Bobby Weems, Mr. Larry Clayton, Mr. Preston Trammell, and Mr. Tom Fowler violated 2 U.S.C. § 441g by making excessive cash contributions to the Committee to Elect Ronnie G. Flippo.
2. Find reason to believe that Mr. William D. Biggs violated 2 U.S.C. § 441a(a)(1)(A) by making an excessive contribution to the Committee to Elect Ronnie G. Flippo.
3. Find reason to believe that the Committee to Elect Ronnie G. Flippo violated 2 U.S.C. § 432(c)(1) by failing to keep detailed and exact accounts of all contributions made to the Committee.
4. Send attached letters.

Commissioner Thomson was not present at the time of the vote.

Date: 7/26/78

Marjorie W. Emmons

Marjorie W. Emmons
Secretary to the Commission

General Counsel's Report dated: 7-21-78
Signed: 7-24-78
Received in Office of Commission Secretary: 7-24-78, 1:52
Circulated on 48 hour vote basis: 7-24-78, 4:30

79010154777

July 24, 1978

MEMORANDUM TO: Marge Emmons
FROM: Elissa T. Garr
SUBJECT: MUR 527

Please have the attached General Counsel's Report on MUR 527 distributed to the Commission on a 48 hour tally basis.

Thank you.

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BEFORE THE FEDERAL ELECTION COMMISSION

JULY 21, 1978

In the Matter of)
)
The Committee to Elect) MUR 527(78)
Ronnie G. Flippo, et al)

GENERAL COUNSEL'S REPORT

Summary of Allegations

During their examination of the records of the Committee to Elect Ronnie G. Flippo ("the Committee"), the auditors discovered nine instances in which individuals had made cash contributions to the Committee in excess of the \$100 limitation established by 2 U.S.C. § 441g. In addition, the auditors discovered evidence that the Mr. R. Lonnie Flippo, treasurer of the Committee, had in effect made or acted as guarantor of four loans to the Committee totaling \$78,000, thus placing him in apparent violation of § 441a(a)(1)(A) and the Committee in apparent violation of 2 U.S.C. § 441a(f). On April 21, 1978, the Commission found reason to believe that these violations had occurred.

More recently the Committee sent to the Audit Division, in response to that Division's letter of audit findings, a list of nine additional contributions of excessive cash contributions. This list was received on June 23, 1978.

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On July 12, 1978, the Office of General Counsel received from the counsel for the Committee a copy of the \$30,000 promissory note negotiated by Mr. Ronnie G. Flippo ("the Candidate") with the First National Bank of Birmingham on April 20, 1976. The back of this note shows that it was guaranteed by two persons, Mr. R. Lonnie Flippo and Mr. William D. Biggs. The Commission previously found reason to believe that Mr. R. Lonnie Flippo violated 2 U.S.C. §441a(a)(1)(A), partly as a result of his guarantee of this note. The participation by Mr. Biggs in this transaction requires additional action on the part of the Commission.

During the course of their examination of the Committee's records, the auditors were unable to identify the contributors of \$24,492.11. The Committee's response to the auditors' findings did not lead to the disclosure of the particular contributors involved in these contributions. Therefore, there has been an apparent violation of 2 U.S.C. § 432(c) by the Committee.

EVIDENCE

1. Excessive cash contributions

2 U.S.C. § 441g limits cash contributions to \$100. The Committee has provided a second list of nine individuals, eight of whom contributed \$200 in cash and the ninth \$300. The persons involved are Mr. Richard Edwards, Mr. Ed Grills, Mr. Jerry Johns, Mr. D.F. Johnson, Mr. Randy Lingo, Mr. Bobby Weems, Mr. Larry Clayton, Mr. Preston Trammell, and Mr. Tom Fowler. The Office of General Counsel recommends that the Commission find reason to

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believe that these individuals have violated Section 441g.

II. Excessive contribution

2 U.S.C. § 431(e) (1) defines a "contribution" to include loans made for the purpose of influencing an election to Federal office. 2 U.S.C. § 431(e) (5) (G) states that bank loans are "to be considered a loan by each endorser or guarantor, in that proportion of the unpaid balance thereof that each endorser or guarantor bears to the total number of endorsers or guarantors. 2 U.S.C. § 441a(a) (1) (A) limits contributions from individuals to \$1000 per election.

Here the promissory note for a loan obtained by the Committee from the First National Bank of Birmingham shows that it was guaranteed by Mr. William D. Biggs as well as by Mr. R. Lonnie Flipppo. We recommend, therefore, that the Commission find reason to believe that Mr. Biggs violated 2 U.S.C. § 441a(a) (1) (A) by acting as co-guarantor of the note.

III. Record-keeping

2 U.S.C. § 432(c) (1) requires the treasurer of a political committee to keep a "detailed and exact account of all contributions made to or for such committee." Here, the auditors initially found the Committee's records insufficiently detailed and inaccurate as to the contributors of donations totaling \$24,323.10. In response to the letter of audit findings from the Audit Division the Committee submitted, with regard to contributions totaling \$21,727.29, the names and addresses of contributors, the amount of each contribution, and the month the contribution was made. However, because the Committee's records did not disclose the

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specific date the contributions were received the auditors could not reconcile the later information provided by the Committee to the \$24,324.10 for which no records of contributors had been provided earlier. In addition, a study of the new information revealed apparent duplication with contributor records already examined during fieldwork. This failure to provide exact and detailed records of contributions constitutes a violation of 2 U.S.C. § 432(c). The Office of General Counsel recommends that the Commission find reason to believe that this violation has occurred.

RECOMMENDATION

1. Find reason to believe that Mr. Richard Edwards, Mr. Ed Grills, Mr. Jerry Johns, Mr. D.F. Johnson, Mr. Randy Lingo, Mr. Bobby Weems, Mr. Larry Clayton, Mr. Preston Trammell, and Mr. Tom Fowler violated 2 U.S.C. § 441g by making excessive cash contributions to the Committee to Elect Ronnie G. Flipppo.
2. Find reason to believe that Mr. William D. Biggs violated 2 U.S.C. § 441a(a)(1)(A) by making an excessive contribution to the Committee to Elect Ronnie G. Flipppo and to Ronnie G. Flipppo.
3. Find reason to believe that the Committee to Elect Ronnie G. Flipppo violated 2 U.S.C. § 432(c)(1) by failing to keep detailed and exact accounts of all contributions made to the Committee.
4. Send attached letters.

7/24/78

W. J. H. H. H.

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FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. R. Lonnie Flippo
Treasurer
Committee to Elect Ronnie Gene Flippo
P.O. Box 1147
Florence, Alabama 35630

Re: MUR 527(78)

Dear Mr. Flippo,

This letter is to inform you that the Federal Election Commission has found reason to believe that the Committee to Elect Ronnie G. Flippo has committed an additional violation of the Federal Election Campaign Act of 1971, as amended ("the Act"). Specifically, the Commission has found reason to believe that your Committee violated 2 U.S.C. § 432(c) by failing to keep a detailed and exact account of all contributions received by the Committee. This violation involves in particular the failure of the Committee to maintain records of \$24,324.10 in contributions sufficiently detailed and exact to permit a tracing of particular contributors to contributions totaling this amount.

As was explained in the letter of May 11, 1976, from this Office, the Committee has an opportunity to demonstrate why no further action should be taken by the Commission in these matters. 2 U.S.C. § 437g(a)(4). Please submit any information in addition to that already submitted which you believe would be useful in the Commission's consideration of this violation.

Again, the Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after receipt of this letter. At that time it will be necessary for this Office to prepare its next report to the Commission, such report to cover all matters involved in MUR 551(78).

If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.

Enclosed are copies of letters being sent to other persons involved in this MUR.

Sincerely,

William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flipppo

Carol L. Kuebler, Esquire
Williams and Jensen
1130 Seventeenth Street, N.W.
Washington, D.C. 20036

790 101 5478



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. William D. Biggs
Robins Beach Road
Florence, Alabama 35630

Re: MUR 527(78)

Dear Mr. Biggs,

This letter is to inform you that the Federal Election Commission has found reason to believe that you violated the Federal Election Campaign Act of 1971, as amended ("the Act"). Specifically, the Commission has found reason to believe that you violated 2 U.S.C. § 441a(a)(1)(A) by acting as co-guarantor of a promissory note for \$30,000 negotiated by Mr. Ronnie G. Flippo with the First National Bank of Birmingham on April 20, 1976. The \$30,000 obtained by means of this note was used in Mr. Flippo's campaign for Federal office.

As stated in 2 U.S.C. §431(e)(5)(G)(ii), a loan of money obtained by a candidate for Federal office from a state or national bank is to "be considered a loan by each endorser or guarantor, in that proportion of the unpaid balance thereof that each endorser or guarantor bears to the total number of endorsers or guarantors." Loans are included in the Act's definition of a "contribution" and are thereby subject to the contribution limits of \$1000 per individual per election pursuant to 2 U.S.C. § 441a(a)(1)(A).

Under the Act you have an opportunity to demonstrate that no further action should be taken against you. Please submit any information which you believe would be useful in the Commission's consideration of this matter. Where appropriate, statements or explanations should be made under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.

This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,

William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flipppo

Mr. R. Lonnie Flipppo, Treasurer
Committee to Elect Ronnie G. Flipppo

79203151785

Sample letter be sent to nine contributors of cash in excess of \$100.



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Re: MUR 527 (78)

Dear

This letter is to inform you that the Federal Election Commission has found reason to believe that you have violated the Federal Election Campaign Act of 1971, as amended ("the Act"), by having made a cash contribution to the Committee to Elect Ronnie G. Flipppo in excess of the \$100 per campaign limitation set forth in 2 U.S.C. §441g.

Under the Act you have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. §437g(a)(4). Please submit any information which you believe would be useful in the Commission's consideration of this matter. Where appropriate, statements or explanations should be made under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.

This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such



counsel so notify us in writing.

Sincerely,

William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flippo

Mr. L. Ronnie Flippo, Treasurer
Committee to Elect Ronnie G. Flippo

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HCC 417

WILLIAMS & JENSEN
A PROFESSIONAL CORPORATION
LAWYERS

1130 SEVENTEENTH STREET, N. W.
WASHINGTON, D. C. 20036

TELEPHONE
(202) 785-8241

July 12, 1978

Hand Delivered

PAUL ARNESON
MICHAEL BAUER
GAIL E. BOWMAN*
WINFIELD P. CRIGLER
DONALD C. EVANS, JR.
ROBERT E. GLENNON
ROBERT E. JENSEN
CAROLE L. KUEBLER
FORBES MANER*
JOHN J. McMACKIN, JR.*
GEORGE G. OLSEN
J. D. WILLIAMS

*NOT ADMITTED IN D. C.

Anne A. Weissenborn, Esq.
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Re: MUR 527(78)

Dear Ms. Weissenborn:

Per our conversation today I am enclosing a copy of the cancelled check (\$2.00) to Lawrence Goins, and a photocopy of the back and front of the \$30,000 note.

I will begin making any further submissions once the remaining "reason to believe" letters are received.

Sincerely,



Carole L. Kuebler

CLK:lg

Enclosure

72040154789

as to APR 2 1976
BIRMINGHAM, ALA.

and 376.03
1976 \$30,000.00

For value received, 60 days after date, the undersigned (if more than one, jointly and severally) promise(s) to pay to the order of THE FIRST NATIONAL BANK OF BIRMINGHAM, at The First National Bank of Birmingham, Birmingham, Alabama,
Thirty Thousand and no/100 - - - - Dollars

with interest from maturity at the rate of 7 1/2% per annum until paid.

Each of the parties to this instrument, whether maker, endorser, surety or guarantor, hereby severally (a) waives as to this debt or any renewal thereof any rights of exemption under the Constitution or laws of Alabama or any other state as to personal property; (b) agrees to pay all costs of collecting or securing or attempting to collect or secure this note, including a reasonable attorney's fee, provided, however, that if this note is subject to the Alabama Consumer Credit Act (Act No. 2052 of the 1971 Regular Session of the Alabama Legislature), the recovery of attorney's fees shall be limited as provided in said act; (c) waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold him; (d) agrees that time of payment may be extended or renewal note taken or other indulgence granted without notice of or consent to such action, without release of liability as to any party to this instrument; and (e) acknowledges receipt of a duplicate copy of this note. The Bank at which this note is payable is hereby authorized to apply, on or after maturity, to the payment of this debt, any funds or credit held by said bank, on deposit, in trust, or otherwise, for account of the maker, endorser, surety, guarantor or any of them, but shall not be required to make such application unless it shall so elect, nor be liable for any failure or omission in respect thereof. In the event of death of, insolvency of, general assignment by, judgment against, filing of petition in bankruptcy by or against, filing of application in any court for receiver for, or issuance of writ of garnishment or attachment in a suit or action against any party liable hereon or against any of the assets of any such party liable hereon, whether maker, endorser, surety or guarantor, or on the happening of any one or more of said events, the indebtedness evidenced hereby shall immediately become due and payable with interest to date or if interest has been prepaid, with unpaid interest credited, unless the holder shall on notice of such event elect to waive such acceleration by written notation hereon.

CAUTION-IT IS IMPORTANT THAT YOU THOROUGHLY
READ THIS CONTRACT BEFORE YOU SIGN IT

No. 5484

Date 6-21-76 (61 days)

FORM 00-77-80-M-88-C-272

Endorsed

Ronnie E. Flippo (SEAL)
1008 Florence Avenue (SEAL)
Florence, Ala 37630

RONNIE E. FLIPPO

END

For value received and in consideration of the credit given or discount, loan, or extension made by or upon the within note (the "Note"), which the undersigned requested, the undersigned (if more than one, jointly and severally) hereby (i) unconditionally guarantees to the payee hereof, its, his or her successors and assigns, and every subsequent holder of the Note (all collectively called the "Holder"), irrespective of the genuineness, validity, regularity or enforceability thereof, or of the obligation evidenced thereby, or of any collateral therefor, or the existence or extent of any such collateral, and irrespective of any other circumstance or condition, that all sums stated therein to be payable thereunder (principal, interest and charges) shall be promptly paid in full when due, in accordance with the provisions thereof at maturity, by acceleration or otherwise, and, in case of extension of time of payment in whole or in part, all said sums shall be promptly paid when due according to such extension or extensions at maturity by acceleration or otherwise; (ii) consents that from time to time, without notice to the undersigned, payment of any of said sums may be extended in whole or in part by indulgence hereof, by renewal note or notes or otherwise, and also that any of said collateral may be sold, exchanged, surrendered or otherwise dealt with as the Holder may determine, and that the Holder may take or refrain from taking any other action authorized by the Note, all without notice to, consent of or release of liability on the part of the undersigned; (iii) agrees to all the provisions of the Note; and (iv) agrees that the obligation of the undersigned shall be and remain unaffected, (a) by any understanding or agreement that any other person, firm or corporation was or is to sign or become bound on or for the Note; or (b) by resort on the part of the Holder to any other security or remedy for the collection of the indebtedness evidenced by the Note; or (c) by the death or bankruptcy of any one or more of the undersigned, if more than one, and in case of any such death or bankruptcy, by failure of the Holder to file claim against the estate of said decedent or bankrupt, as the case may be, for the amount of such decedent's or such bankrupt's liability hereunder. This instrument is executed under the seal of each of the undersigned.

CAUTION-IT IS IMPORTANT THAT YOU THOROUGHLY
READ THIS CONTRACT BEFORE YOU SIGN IT.

William D. Biggs (SEAL)
R. Lonnie Flippo (SEAL)

FORM 00-77-78-C

William D Biggs
R Lonnie Flippo

COMMITTEE TO ELECT RONNIE G. FLIPPO

P.O. BOX 1147
FLORENCE, ALA. 36630

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622

January 31 19 78

PAY TO THE
ORDER OF

Lawrence Goins

\$ 2.00

Two and no/100

DOLLARS



SHOALS NATIONAL BANK OF FLORENCE
AN ALABAMA BANKCORPORATION AFFILIATE

FOR

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R. Ronnie Flip

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Alma Lewis

0040 49891

PAID TO ORDER
CENTRAL BANK OF
ALABAMA
QUALITY OF SERVICE
ALABAMA
6627 38-0

FOR DEPOSIT ONLY
To the Account of
SERVOMATION OF NORTH ALABAMA
SHEFFIELD, ALABAMA

DEPOSIT ONLY
To the Account of
SERVOMATION OF NORTH ALABAMA
SHEFFIELD, ALABAMA

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WILLIAMS & JENSEN

A PROFESSIONAL CORPORATION
1130 17TH STREET N.W., SUITE 620
WASHINGTON, D.C. 20036

To:

Anne A. Weissenborn, Esq.
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

FIRST CLASS MAIL



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

MEMORANDUM

TO: BILL OLDAKER

THROUGH: ORLANDO B. POTTER *OBP*
STAFF DIRECTOR

FROM: *RC* BOB COSTA/RUSSELL BRUNER *CB*

SUBJECT: ADDITIONAL INFORMATION IN CONNECTION WITH
AN EARLIER MEMORANDUM ON THE COMMITTEE TO
ELECT RONNIE GENE FLIPPO

In response to our letter of audit findings, the Committee to Elect Ronnie Gene Flippo sent in additional information that relates to an earlier memorandum sent to the Office of General Counsel on January 31, 1978.

A. Excessive Currency Contributions

Additional information submitted by the Committee disclosed additional currency contributions in excess of the limit established by Section 441g, Title 2, United States Code. Nine (9) individuals each gave one (1) cash contribution as detailed on the attached schedule.

Attachment as stated



ATTACHMENT

| <u>Name and Address of Contributor</u> | <u>Date of Currency Contribution</u> | <u>Amount</u> |
|--|--|---------------|
| Dick Edwards P.O. Box 152 Calera, AL 35040 | 4/28/76 | \$200.00 |
| Ed Grills 625 Springdale Road Birmingham, AL 35217 | 4/21/76 | \$300.00 |
| Jerry Johns P.O. Box 6214A Birmingham, AL 35217 | 4/28/76 | \$200.00 |
| D. F. Johnson 625 Springdale Road Birmingham, AL 35217 | 4/28/76 | \$200.00 |
| Randy Lingo P.O. Box 42 Pleasant Grove, AL 35127 | 4/28/76 | \$200.00 |
| Bobby Weems P.O. Box 6214A Birmingham, AL 35217 | 4/28/76 | \$200.00 |
| Larry Clayton 2901 3rd Avenue, N. Birmingham, AL | 4/28/76 | \$200.00 |
| Preston Trammell 2630 8th Avenue, N. Birmingham, AL | 4/28/76 | \$200.00 |
| Tom Fowler Birmingham, AL | 4/28/76 | \$200.00 |

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The memorandum previously sent to your office, did not include any of the above individuals. According to the Committee, they have refunded the amounts in excess of \$100 to the individuals mentioned above. The Committee has received five (5) of the nine (9) cancelled checks. The Committee will send us copies of both sides of the cancelled checks when they clear the bank.

B. Corporate Contributions

During our initial review of the Committee's records, we found two (2) corporate contributions. These contributions did not aggregate over \$100 and according to the Committee the contributions have been refunded. Therefore, the matter was not referred to the Office of General Counsel.

In response to our letter of audit findings, the Committee sent additional information which disclosed additional contributions from business entities. By checking with the Secretary of State of Alabama, we found that two (2) of these contributions were apparently from corporations. The Committee is currently contacting these contributors to find out if their contributions were from corporate funds. The Committee will refund the contributions and send us copies of the cancelled checks if they are from corporations or provide evidence from the contributor that the contribution was not from corporate funds.

The following are the two (2) corporate contributions that have already been refunded:

| <u>Contributor</u> | <u>Amount of Contribution</u> | <u>Date Incorporated</u> |
|--|-------------------------------|--------------------------|
| Wright's Insurance Agency, Inc. 1107 Florence Blvd. Florence, AL | \$25.00 | 5/1/71 |
| I.E. Air Heart and Sons, Inc. Scottsboro, AL | \$50.00 | 9/27/57 |

The following are the two (2) possible corporate contributions that the Committee is currently obtaining additional information on:

| <u>Contributor</u> | <u>Amount of Contribution</u> | <u>Date Incorporated</u> |
|--|-----------------------------------|------------------------------|
| L & S Food Market N. Jefferson Street Athens, AL 35611 | \$ 10.00 | 12/1/71 |
| Wilson Brothers Construction, Inc. P.O. Drawer 328 Childersburg, AL | \$100.00 | 9/16/75 |

When the Committee provides additional information concerning the matters previously mentioned, we will forward it to the Office of General Counsel.

Should you have any questions, please contact Russ Bruner on extension 3-4155.

79010151793



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

23 JUN 1978

MEMORANDUM

TO: BILL OLDAKER

THROUGH: ORLANDO B. POTTER
STAFF DIRECTOR

FROM: *RC* BOB COSTA/RUSSELL BRUNER *4:3*

SUBJECT: ADDITIONAL INFORMATION IN CONNECTION WITH
AN EARLIER MEMORANDUM ON THE COMMITTEE TO
ELECT RONNIE GENE FLIPPO

In response to our letter of audit findings, the Committee to Elect Ronnie Gene Flippo sent in additional information that relates to an earlier memorandum sent to the Office of General Counsel on January 31, 1978.

A. Excessive Currency Contributions

Additional information submitted by the Committee disclosed additional currency contributions in excess of the limit established by Section 441g, Title 2, United States Code. Nine (9) individuals each gave one (1) cash contribution as detailed on the attached schedule.

Attachment as stated



72010134799

ATTACHMENT

| <u>Name and Address of Contributor</u> | <u>Date of Currency Contribution</u> | <u>Amount</u> |
|--|--|---------------|
| Dick Edwards P.O. Box 152 Calera, AL 35040 | 4/28/76 | \$200.00 |
| Ed Grills 625 Springdale Road Birmingham, AL 35217 | 4/21/76 | \$300.00 |
| Jerry Johns P.O. Box 6214A Birmingham, AL 35217 | 4/28/76 | \$200.00 |
| D. F. Johnson 625 Springdale Road Birmingham, AL 35217 | 4/28/76 | \$200.00 |
| Randy Lingo P.O. Box 42 Pleasant Grove, AL 35127 | 4/28/76 | \$200.00 |
| Bobby Weems P.O. Box 6214A Birmingham, AL 35217 | 4/28/76 | \$200.00 |
| Larry Clayton 2901 3rd Avenue, N. Birmingham, AL | 4/28/76 | \$200.00 |
| Preston Trammell 2630 8th Avenue, N. Birmingham, AL | 4/28/76 | \$200.00 |
| Tom Fowler Birmingham, AL | 4/28/76 | \$200.00 |

72010134800

The memorandum previously sent to your office, did not include any of the above individuals. According to the Committee, they have refunded the amounts in excess of \$100 to the individuals mentioned above. The Committee has received five (5) of the nine (9) cancelled checks. The Committee will send us copies of both sides of the cancelled checks when they clear the bank.

B. Corporate Contributions

During our initial review of the Committee's records, we found two (2) corporate contributions. These contributions did not aggregate over \$100 and according to the Committee the contributions have been refunded. Therefore, the matter was not referred to the Office of General Counsel.

In response to our letter of audit findings, the Committee sent additional information which disclosed additional contributions from business entities. By checking with the Secretary of State of Alabama, we found that two (2) of these contributions were apparently from corporations. The Committee is currently contacting these contributors to find out if their contributions were from corporate funds. The Committee will refund the contributions and send us copies of the cancelled checks if they are from corporations or provide evidence from the contributor that the contribution was not from corporate funds.

The following are the two (2) corporate contributions that have already been refunded:

| <u>Contributor</u> | <u>Amount of Contribution</u> | <u>Date Incorporated</u> |
|--|-------------------------------|--------------------------|
| Wright's Insurance Agency, Inc. 1107 Florence Blvd. Florence, AL | \$25.00 | 5/1/71 |
| I.E. Air Heart and Sons, Inc. Scottsboro, AL | \$50.00 | 9/27/57 |

The following are the two (2) possible corporate contributions that the Committee is currently obtaining additional information on:

| <u>Contributor</u> | <u>Amount of Contribution</u> | <u>Date Incorporated</u> |
|--|-----------------------------------|------------------------------|
| L & S Food Market N. Jefferson Street Athens, AL 35611 | \$ 10.00 | 12/1/71 |
| Wilson Brothers Construction, Inc. P.O. Drawer 328 Childersburg, AL | \$100.00 | 9/16/75 |

When the Committee provides additional information concerning the matters previously mentioned, we will forward it to the Office of General Counsel.

Should you have any questions, please contact Russ Bruner on extension 3-4155.

72210151802



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

June 6, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Ms. Yvonne Flipppo
c/o Mr. R. Lonnie Flipppo
P.O. Box 1221
Florence, Alabama 35630

Re: MUR 527(78)

Dear Ms. Flipppo,

This letter is to inform you that the Federal Election Commission has found reason to believe that you have violated the Federal Election Campaign Act of 1971, as amended ("the Act"), by having made a cash contribution to the Committee to Elect Ronnie G. Flipppo in excess of the \$100 per campaign limitation set forth in 2 U.S.C. §441g.

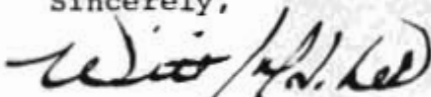
Under the Act you have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. §437g(a)(4). Please submit any information which you believe would be useful in the Commission's consideration of this matter. Where appropriate, statements or explanations should be made under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.

On April 28, 1978, we sent this notification to you at an address which is apparently no longer valid. The letter was returned on May 8, 1978.

This matter will remain confidential in accordance with 2 U.S.C. § 437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,



William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flipppo

HW 527

75 FORM 3811, MAR. 1977

1. SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one):

☐ Show to whom and date delivered.

☒ Show to whom, date, and address of delivery. **|||||**

☐ RESTRICTED DELIVERY
Show to whom and date delivered. _____

☐ RESTRICTED DELIVERY.
Show to whom, date, and address of delivery. \$ _____
(CONSULT POSTMASTER FOR FEE) **|||**

2. ARTICLE ADDRESSED TO:
Ms. Joanne Flipppo

3. ARTICLE DESCRIPTION:

| REGISTERED NO. | CERTIFIED NO. | INSURED NO. |
|----------------|---------------|-------------|
| | 425533 | |

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE ☐ Addressee ☒ Authorized agent

Shel McDonald

4. DATE OF DELIVERY **6-8-78**

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

© 1977 - GPO - 507

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Ms. Yvonne Flippo
c/o Mr. R. Lonnie Flippo
P.O. Box 1221
Florence, Alabama 35630

Re: MUR 527(78)

Dear Ms. Flippo,

This letter is to inform you that the Federal Election Commission has found reason to believe that you have violated the Federal Election Campaign Act of 1971, as amended ("the Act"), by having made a cash contribution to the Committee to Elect Ronnie G. Flippo in excess of the \$100 per campaign limitation set forth in 2 U.S.C. §441g.

Under the Act you have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. §437g(a)(4). Please submit any information which you believe would be useful in the Commission's consideration of this matter. Where appropriate, statements or explanations should be made under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.

On April 28, 1978, we sent this notification to you at an address which is apparently no longer valid. The letter was returned on May 8, 1978.

70040154805

- 2 -

This matter will remain confidential in accordance with 2 U.S.C. § 437g(a)(3) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,

William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flippo

72710134806



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

May 24, 1978

MEMORANDUM TO: CHARLES STEELE
FROM: MARJORIE W. EMMONS *MJE luy*
SUBJECT: MUR 527 - Interim Status Report dated 5-18-78
Received in Office of Commission
Secretary: 5-19-78

The above-mentioned document was circulated on a 24
hour no-objection basis at 12:30 p.m., May 23, 1978.

There were no objections to the Interim Status Report.

72212154807

May 19, 1978

MEMORANDUM TO: Marge Emmons
FROM: Elissa T. Garr
SUBJECT: MUR 527

Please have the attached Interim Status Report on
MUR 527 distributed to the Commission.

Thank you.

79010154803

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

Committee to Elect Ronnie G. Flipppo,
et al.

)
)
)
)
)

MUR 527(78)

INTERIM STATUS REPORT

During the Audit Division's review of the records kept by the Committee to Elect Ronnie Gene Flipppo ("the Committee"), information was obtained which led the auditors to believe that the Committee's treasurer, Mr. R. Lonnie Flipppo, had in effect made or acted as guarantor of four loans to the Committee totaling \$78,000, thus placing him in apparent violation of §441a(a)(1)(A) and the Committee in apparent violation of §441a(f) as a result of their having made and accepted contributions in excess of the \$1000 per election limitation on individual contributions.

The auditors also discovered evidence of excessive cash contributions from twelve individual contributors in apparent violation of 2 U.S.C. §441g.

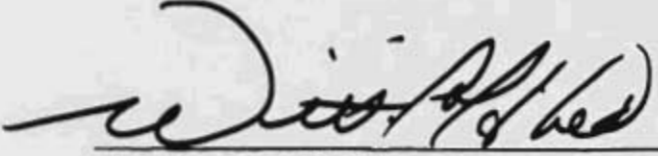
On April 24, 1978, the Commission found reason to believe that the above violations have occurred. Letters were sent to all respondents informing them of the Commission's findings. The Office of the General Counsel has been contacted by the attorney representing thus far all of the respondents except R. Lonnie Flipppo. OGC has been informed that the excess cash contributions received from the twelve contributors who have been made respondents were refunded on January 31, 1978.

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Since the Commission's findings of April 24, 1978, the auditors have obtained evidence of additional apparent violations of 2 U.S.C. §441g and of possible corporate contributions, these potential allegations having arisen from the Committee's response to the Audit Division's letter of audit findings. Further investigation into these matters is being undertaken by the Committee and the Audit Division. If appropriate, these findings will be added to the present MUR at a later date.

Date

5/18/78


William C. Oldaker
General Counsel

79010134810



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

May 16, 1978

MEMORANDUM

TO: BILL OLDAKER

THROUGH: ORLANDO B. POTTER *OBP*
STAFF DIRECTOR

FROM: *RF* BOB COSTA/RUSSELL BRUNER *RB*

SUBJECT: ADDITIONAL INFORMATION IN CONNECTION
WITH AN EARLIER MEMORANDUM ON THE
COMMITTEE TO ELECT RONNIE GENE FLIPPO

In response to our letter of audit findings, the Committee to Elect Ronnie Gene Flippo sent in additional information that relates to an earlier memorandum sent to the Office of General Counsel on January 31, 1978.

A. Recordkeeping Requirements for Contributors

In our earlier memorandum we explained that the Committee records did not disclose the contributors of \$22,492.11. There is an additional \$1,831.99 that was not included in the original memorandum. These two (2) amounts total \$24,324.10. At the time of our earlier memorandum we thought the Committee would be able to explain who the contributors were that made these contributions. The Committee attempted to identify the contributors from records not provided to us during the audit. On April 4 and April 24, 1978, the Committee submitted the names and addresses of contributors, the amount of the contribution, and the month in which the contribution was made. The contributions submitted totaled \$21,727.39. Since the Committee's records did not have the specific date the contributions were received or deposited, they could not reconcile the receipts to the \$24,324.10 mentioned earlier.



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From reviewing the additional information submitted by the Committee, it appears that there is some duplication of contributor information with contributor records we had already accounted for during our fieldwork. Since we do not have the specific date of the contribution on the additional information submitted, it is not possible to determine the extent of duplication, if any.

In our earlier memo, we explained that \$9,586.65 of the unexplained receipts were contributions of currency, and the Committee may have excessive currency contributions limited by Section 441g. Again, however, given the nature of the records and additional information provided, we cannot determine to what extent excessive cash contributions may have been received. (Please note that definite excessive cash contributions received by the Committee are already included in MUR 527(78).

Attached are the previous memoranda we have sent to the Office of General Counsel. We recommend that you consider the matters discussed above as possible MURS.

Should you have any questions, please contact Russ Bruner or Jim Nycum on extension 3-4155.

Attachments as stated

72010154312



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

January 31, 1978

MEMORANDUM

TO: BILL OLDAKER

THROUGH: ORLANDO B. POTTER
STAFF DIRECTOR

FROM: *RK* BOB COSTA/RUSSELL BRUNER *AKB*

SUBJECT: COMMITTEE TO ELECT RONNIE GENE FLIPPO

Our review of the Committee To Elect Ronnie Gene Flippo ("the Committee") disclosed several problems which we are referring to your office for review.

(1) Contribution Limitation

Section 441a(a)(1)(A) requires that no person shall make contributions to any candidate and his authorized political committees with respect to any election for Federal office, which in the aggregate, exceed \$1,000. Section 431(e)(1) defines a loan as a contribution, and Section 431(e)(5)(g)(ii) defines the endorser of the loan as the contributor.

During the campaign there were four (4) large loans made to the Committee. Two (2) loans were obtained by the Committee on March 18 and April 19, 1976, for \$33,000, and \$10,000 respectively, from the Shoals National Bank of Florence, Alabama. The other two (2) loans, made on April 12 and April 20, 1976, for \$5,000, and \$30,000, were itemized on the disclosure reports as loans to the Committee from the Candidate, Ronnie Flippo.

Copies of the first two loan agreements were presented to us during the audit. (See Attachment 1 and 2). The only person who signed the loan agreements was the Treasurer, R. Lonnie Flippo, the Candidate's cousin. The Committee's disclosure reports itemized the Shoals National Bank as the source of the loans. The Office of the Clerk, U.S. House of Representatives, requested additional information as to the endorsers of the loans on May 17, 1976. In a reply dated June 2, 1976, the Treasurer wrote that the loans were made to the Committee, signed by himself, and that there were no endorsers. (See Attachments 3 and 4).



In 1977 a request was made by the Commission's Disclosure Division for more information concerning the same two loans. The Treasurer replied in a letter dated June 16, 1977, that the Candidate, Ronnie G. Flipppo, personally endorsed these two loans, and the other loans made to the Committee. (See Attachment 5).

During the audit, the Treasurer stated that the Candidate had signed nothing in connection with the first two loans. The Treasurer stated that the bank made the two loans to the Committee, and he signed the agreements because he was Treasurer of the Committee. We explained to the Treasurer that it would be an unusual business practice for a bank to loan money to a political committee without some individual being liable for the loan. The Treasurer responded that there was a verbal understanding with the bank that the Candidate would assume liability for the loans. He went on to say that he had close personal friends at the bank, including the President of the bank. The Treasurer also mentioned that at one time he was a stockholder in the bank. He also stated that the President of the bank knew that he, the Candidate, and his supporters would make sure that the loans were repaid.

We asked the Treasurer about the source of the \$5,000 loan made on April 12, 1976, from the Candidate to the Committee. He stated that he had loaned the money to the Candidate, prior to the Candidate loaning the money to the Committee. According to the Treasurer there was a signed agreement between himself and the Candidate concerning this loan, but he did not have this agreement on hand at the time of the audit. We requested that the Committee provide us with a copy of this loan agreement, but to date we have not received the information. The Treasurer stated that there was no agreement signed between the Candidate and the Committee. We mentioned to the Treasurer that the loaning of money to the Candidate, who in turn loaned the money to the Committee, could be considered a way of circumventing the law. The Treasurer replied, "between you and me" that is exactly what happened.

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We asked the Treasurer about the fourth loan for \$30,000 made on April 20, 1976, from the Candidate to the Committee. The Treasurer stated that the Candidate had borrowed the money from the First of Birmingham Bank, Birmingham, Alabama, but that he, rather than the Candidate, endorsed the loan. Although we requested to see the loan agreement, a copy was not available at the time of the audit. We requested the Treasurer to provide us with a copy of the loan agreement but to date have not received it. The Treasurer stated that there was no agreement signed between the Candidate and the Committee. The Shoals National Bank and the First of Birmingham Bank are affiliated, and the loan was later transferred after September 7, 1976 to the Shoals National Bank. After the transfer, all loan repayments by the Committee were made directly to the Shoals National Bank.

In our letter to the Committee, notifying them of our audit findings and recommendations, we will again request copies of the agreements for the \$5,000 and \$30,000 loan.

The Committee records indicate the financial position of the Committee on March 17, 1976, the day before the initial loan from the Shoals National Bank for \$33,000 was as follows:

| | |
|--|----------------------|
| Receipts received from the Committee's inception on February 23, 1976, to March 17, 1976 | \$ 4,473.00 |
| Expenditures that had cleared the bank account from February 23, 1976 to March 17, 1976 | \$(835.00) |
| Outstanding checks as of March 17, 1976 | <u>\$(12,175.00)</u> |
| Deficit position of the Committee as of March 17, 1976. | <u>\$(8,537.00)</u> |

On April 19, 1976, the date of the additional loan from the Shoals National Bank in the amount of \$10,000, the Committee had cash-on-hand of \$1,523.96, and outstanding liabilities of \$38,000.

Based on general discussions with the Treasurer during the audit, it is our opinion that the Treasurer is a much wealthier man than the Candidate. Taking this into consideration and the financial position of the Committee at the time the loans were made, as a reasonable business practice, the Shoals National Bank and the First of Birmingham Bank would not have made loans to the Committee unless the Treasurer accepted liability. It is our contention that the four loans totaling \$78,000 were from the Treasurer and not the Candidate.

We are including the following additional information for your consideration. Per the Committee records, the loans from Shoals National Bank were repaid by July 22, 1976, and the loans itemized on the disclosure reports from the Candidate, were repaid by the Committee by October 22, 1976. It also appears from the Committee records, that the Treasurer made additional contributions of \$2,420. However, the Treasurer stated that he collected some of the \$2,420 from other people and turned it over to the Committee, but just his name was recorded on the deposit slips. We requested additional information concerning the other contributors, but to date we have not received the information. The Candidate ran in three elections, a Primary on May 4, 1976, a Runoff on May 25, 1976, and the General on November 2, 1976.

(2) Recordkeeping Requirements and Excessive Cash Contributions

Section 432(c)(1) and (2) requires the treasurer of a political committee to keep a detailed and exact account of all contributions made to or for such committee, and the identification of every person making a contribution in excess of \$50, and the date and the amount of the contribution.

Another problem found during the audit was unexplained bank deposits. The Committee generally recorded the contributor's name, address, and amount of the contribution on their bank deposits. However, there were no explanations in the Committee's bank records regarding the contributors for 32 deposits totaling \$22,492.11. Of that total, \$9,586.65 were in currency deposits. There are 47 persons itemized on the disclosure reports as contributing \$7,979.81 for which no record of the contribution exists in the Committee's bank deposits. It could be assumed that some of the contributors mentioned above are part of the unexplained bank deposits. The deposits without any explanation as to the contributors are as follows:

| <u>Date of Deposit</u> | <u>Amount of Unexplained Deposit</u> | <u>Amount of Deposit in Currency</u> |
|------------------------|--|--|
| March 18, 1976 | \$ 2,100.00 | \$1,000.00 |
| March 19, 1976 | 300.00 | 300.00 |
| March 22, 1976 | 10.00 | 10.00 |
| March 31, 1976 | 1,405.00 | -0- |
| April 5, 1976 | 1,450.00 | -0- |
| April 5, 1976 | 913.15 | 913.15 |
| April 7, 1976 | 100.00 | 100.00 |
| April 8, 1976 | 36.00 | 36.00 |
| April 12, 1976 | 300.00 | -0- |
| April 13, 1976 | 200.00 | 200.00 |
| April 15, 1976 | 10.00 | 10.00 |
| April 21, 1976 | 1,900.00 | 1,900.00 |
| April 28, 1976 | 2,167.00 | 2,167.00 |
| May 3, 1976 | 35.00 | 35.00 |
| May 7, 1976 | 100.00 | 100.00 |
| May 10, 1976 | 200.00 | -0- |
| May 12, 1976 | 65.00 | 65.00 |
| May 19, 1976 | 5.00 | 5.00 |
| May 21, 1976 | 118.00 | 118.00 |
| May 24, 1976 | 200.00 | 200.00 |
| May 24, 1976 | 30.00 | 30.00 |
| May 24, 1976 | \$ 12.00 | \$ 12.00 |

79010134817

| <u>Date of Deposit</u> | <u>Amount of Unexplained Deposit</u> | <u>Amount of Deposit in Currency</u> |
|------------------------|--|--|
| May 26, 1976 | 240.00 | 240.00 |
| June 8, 1976 | 7.50 | 7.50 |
| June 15, 1976 | 705.00 | 705.00 |
| June 24, 1976 | 200.00 | -0- |
| July 22, 1976 | 535.00 | -0- |
| August 3, 1976 | 4,005.64 | 700.00 |
| August 12, 1976 | 73.00 | 73.00 |
| September 1, 1976 | 4,239.82 | -0- |
| October 13, 1976 | 760.00 | 760.00 |
| November 12, 1976 | 70.00 | -0- |
| Totals | 22,492.11 | 9,586.65 |

Due to the number of unexplained bank deposits, it appears that the Committee did not comply with the recordkeeping requirements of Section 432(c)(1) and (2) and could have excessive currency contributions limited by Section 441g. A memorandum was previously sent to your office concerning other apparent excessive currency contributions where the contributors were identified from the Committee records (see Attachment 6).

We recommend that you consider the matters discussed above as possible MURS.

Should you have any questions, please contact Russ Bruner or Jim Nycum on extension 3-4155.

Attachments as stated

EXTENSION AGREEMENT

Florence, Alabama

5-17, 1976
3-18, 1976

The undersigned parties, being the makers and holders of the attached promissory note, dated 5-17, 1976, in the original principal amount of \$33,000, both of whom sign this agreement as an acceptance of the terms of the extension granted, subject to an earlier maturity for breach of any conditions that might be contained in the Mortgage or Security Agreement, securing payment of said indebtedness, agree to the schedule of payment on the attached note being revised to read as follows:

principal amount \$33,000
maturity extended 30 days

It is further understood and agreed by the makers that the attached note and payments as set out above will bear interest from the {MATURITY DATE} of this extension at the rate of 8 percent per annum, interest due and payable at the time the principal payments are to be made.

It is also further agreed, and understood by the maker that all conditions and obligations of the said note, Mortgage or Security Agreement securing payment of said indebtedness or any financial agreements made in connection with this Original Note by any of the parties hereto will remain in full force and effect and that any property that might have been conveyed by said Mortgage or Security Agreement securing said indebtedness is legally owned by the undersigned makers.

Shoals National Bank of Florence
FLORENCE, ALABAMA

By [Signature]
HOLDER

Committee to Elect Ronnie H. Higgs
R. Ronnie Higgs
MAKER
DEALER OR ENDORSE

\$33,000.00 Florence, Ala., 3-18, 1976
For value received, jointly and severally promise to pay
SHOALS NATIONAL BANK OF FLORENCE or ord
DOLLAR

Negotiable and payable without offset at Shoals National Bank of Florence, Alabama, having deposited with said Bank, to be held by it, or should re-discount or assign the same, its assigns, as collateral security for the payment of this note and any other sum we may owe the payee before the note is paid the following collateral or such as may hereafter be substituted in lieu thereof, or any other collateral held on any other note by present or any future holder hereof:

and hereby give the holder hereof full power and authority to sell, transfer, or collect at _____ option, on non-performance of above promise, and at any time thereafter, without advertising the same, or otherwise giving like due notice, Subject to call for additional collateral security, and in case of failure or refusal to respond to such call, the holder may sell the collaterals pledged in the manner hereto indicated. In case of public sale, the holder may purchase without being liable to account for more than the net proceeds of such sale. We, the makers, endorser or endorsers, of this note hereby waive protest, presentation, demand, and notice of dishonor of the same and we also hereby waive all rights of exemption under the Constitution and laws of Alabama or any other State or of the United States. We also agree to pay all costs of collection, including a reasonable attorney's fee in case of non-payment at maturity.

Address 1221, Florence, Ala. 35030 Signature R. Ronnie Higgs - Chairman
Address _____ Signature _____

FLORENCE HERALD

EXTENSION AGREEMENT

Florence, Alabama

4-17, 1976
3-18, 1976

The undersigned parties, being the makers and holders of the attached promissory note, dated 4-17, 1976, in the original principal amount of \$33,000, both of whom sign this agreement as an acceptance of the terms of the extension granted, subject to an earlier maturity for breach of any conditions that might be contained in the Mortgage or Security Agreement, securing payment of said indebtedness, agree to the schedule of payment on the attached note being revised to read as follows:

principal amount \$33,000
maturity extended 30 days

It is further understood and agreed by the makers that the attached note and payments as set out above will bear interest from the {MATURITY DATE} of this extension at the rate of 8 percent per annum, interest due and payable at the time the principal payments are to be made.

It is also further agreed, and understood by the maker that all conditions and obligations of the said note, Mortgage or Security

\$10,000.00 FIVE

90001 NOV 2007

For value received,

Florence, Ala.,

4-17

1976

The SHOALS NATIONAL BANK OF FLORENCE

SHOALS NATIONAL BANK OF FLORENCE

or order
DOLLARS.

negotiable and payable without effect at Shoals National Bank of Florence, Alabama, having deposited with said Bank, to be held by it, or should it be necessary, as assignee, its assigns, as collateral security, for the payment of this note and any other sum we may owe the payee before this note is paid the following collateral of such as may hereafter be substituted in lieu thereof, or any other collateral held on any other note by the present or any future holder hereof:

and hereby give the holder hereof full power and authority to sell, transfer, or collect at option, on non-per-

all or any portion thereof at any place, either in the City of Florence or elsewhere, at public or private sale, at option, on non-per-
formance of above promise, and at any time thereafter, without advertising and same, or otherwise giving the due notice. Subject to call for addi-
tional collateral security, and in case of failure or refusal to respond to such call, the holder may sell the collateral pledged in the manner herebefore
indicated in case of public sale, the holder may purchase without giving notice to account for more than the net proceeds of such sale. We, the maker
or makers, endorser or endorser, of this note hereby irrevocably and exclusively authorize the holder hereof, its assigns, demand, and notice of dishonor of the same and we also hereby
waive all rights of exemption under the Constitution and laws of the State of Alabama or any other State of the United States. We also agree to pay all costs
of collection, including a reasonable attorney's fee in case of non-payment at maturity.

hereby give the holder hereof full power and authority to sell, transfer, or collect at option, on non-per-

option, on non-per-

Box 1221

Address

Leona Adams

COMMITTEE TO CUT BOUND 6. FLOOD

Signature

C. Adams, Chairman

JUN 3 1976

REGISTERED

Attachment #3

June 2, 1976

Office of the Clerk
U. S. House of Representatives
Washington, DC 20515

I.D. #056211

Gentlemen:

Your letter of May 17, 1976 to this committee indicates that we omitted the names of the endorsers of the \$33,000.00 loan to this committee as shown on our amended April 10 report of receipts and expenditures filed in your office.

This loan was made by the Shoals National Bank of Florence, Alabama to this committee and was signed by myself, R. Lonnie Flippo, as Treasurer of the committee. There were no endorsers of this loan.

We ask that this letter be made a part of our file and that our amended April 10 report be considered as complete.

Sincerely,

COMMITTEE TO ELECT RONNIE FLIPPO

R. Lonnie Flippo
R. Lonnie Flippo
Treasurer

RLF:mjw

77010134821

RECEIVED

JUN 3 1976

Attachment # 4

June 2, 1976

Office of the Clerk
U. S. House of Representatives
Washington, DC 20515

I.D. #056201

Gentlemen:

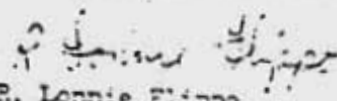
Your letter of May 17, 1976 to this committee indicates that we omitted the names of the endorsers of the \$10,000.00 loan to that committee as shown on our ten-day pre-primary report of receipts and expenditures filed in your office.

This loan was made by the Shoals National Bank of Florence, Alabama to this committee and was signed by myself, R. Lonnie Flippo, as Treasurer of the committee. There were no endorsers of this loan.

We ask that this letter be made a part of our file and that our ten-day pre-primary report be considered as complete.

Sincerely,

COMMITTEE TO ELECT RONNIE FLIPPO


R. Lonnie Flippo
Treasurer

RLP:DJW

72040154822

77 JUN 16 1977
P.O. Box 339
Florencia, AL 35630

June 16, 1977

JUN 16 1977
REGISTRATION

Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

AL0508

Attn: Mr. Robert Pease

Dear Mr. Pease:

This letter is to confirm that the candidate, Ronnie G. Flippe,
personally endorsed the following loans, as he did all loans,
to the Committee to Elect Ronnie G. Flippe.

| | |
|--------------|----------|
| March 9 - 31 | \$33,000 |
| April 1 - 19 | \$10,000 |

Sincerely,

R. Lonnie Flippe
R. Lonnie Flippe,
Treasurer

RLF/bwp

79010134823



FEDERAL ELECTION COMMISSION

1125 K STREET NW
WASHINGTON, D.C. 20461

December 9, 1977

MEMORANDUM

TO: Office of General Counsel
THROUGH: Orlando B. Potter
FROM: *efc* Bob Costa/Russ Bruner *RB*
SUBJECT: Cash Contributions Exceeding
\$100 Limit Per Election

During the audit of the Committee to Elect Ronnie Gene Flippo, it was noted that ten individuals each gave one cash contribution as follows:

| <u>DATE OF CONTRIBUTION</u> | <u>AMOUNT</u> |
|-----------------------------|---------------|
| March 5, 1976 | \$ 502.00 |
| March 31, 1976 | \$ 500.00 |
| April 2, 1976 | \$ 150.00 |
| April 2, 1976 | \$ 450.00 |
| May 13, 1976 | \$ 300.00 |
| May 13, 1976 | \$ 102.00 |
| May 17, 1976 | \$ 500.00 |
| May 19, 1976 | \$ 150.00 |
| May 20, 1976 | \$ 500.00 |
| May 24, 1976 | \$1,000.00 |



72040154824

Three other individuals gave more than one contribution on the dates indicated below:

| <u>DATE OF CONTRIBUTION</u> | <u>AMOUNT OF EACH CONTRIBUTION</u> | <u>TOTAL AMOUNT PER CONTRIBUTOR</u> |
|-----------------------------|------------------------------------|-------------------------------------|
| March 16, 1976 | \$500.00 | |
| March 23, 1976 | \$ 20.00 | |
| April 2, 1976 | <u>\$400.00</u> | \$920.00 |
| April 1, 1976 | \$100.00 | |
| April 2, 1976 | \$150.00 | |
| April 28, 1976 | <u>\$150.00</u> | \$400.00 |
| May 13, 1976 | \$300.00 | |
| July 2, 1976 | <u>\$500.00</u> | \$800.00 |

The Committee stated that they were not familiar with the contribution limit under 2 U.S.C. 441g, and were not aware of Regulation 110.4(c)(2) requiring the prompt refund of the excess contributions. However, it appears that the Committee is in violation of the provisions of this Regulation.

Congressman Flipppo ran in three separate elections: Primary on May 4, 1976; Runoff on May 25, 1976; and General on November 2, 1976. The Committee did not liquidate the outstanding debt from the first two elections until October 22, 1976. None of the contributions were earmarked as to election or for liquidation of debt. The Committee had no debts as a result of the general election.

7 2 0 1 0 1 3 4 8 2 5

7 2 0 1 0 1 5 1 8 2 6

Regulation 110.1(a)(2)(i) requires that a contribution designated in writing for a particular election shall be applied to the election so designated, except that a contribution made after a primary election, and designated for that primary election, shall be made only to the extent that the contribution does not exceed net debts outstanding from the primary election. Regulation 110.1(a)(2)(ii)(A) and (B) requires that a contribution not designated in writing for a particular election be applied to the primary election if made on or before the date of the primary, and to the general election if made after the date of the primary.

Although the two Regulations mentioned above apply to the \$1,000 contribution limitation, the same principle might be applied in the case of the \$100 cash contribution limitation.

There are two main questions to resolve:

- (1) Can in excess of \$100 in cash be given at one time if designated for more than one election, given the dates and number of elections, and the dates of the contributions?
- (2) Can the Committee at this time allow the contributor to designate to which election his contribution should be applied?

If the answer to (1) is negative, the Committee and the contributors would appear to be in violation of the Act. However, if the answers to (1) and (2) are positive, we recommend that the contributors only be allowed to designate contributions made after the primary, to the primary election and the runoff election since no debts resulted from the general election, and contributions made after the runoff election be applied to the primary, runoff, and general election. All contributions made prior to the primary, since they are in violation of Regulation 110.4(c)(2), should be limited to \$100.

As you are aware, in the normal course of business in our letter to the Committee regarding audit findings we will request the Committee to refund the excess contributions. Therefore, we will withhold notification of our audit findings in writing until we receive further guidance on this matter from your office. Should you wish to make this matter a MUR, of course you would notify them of the MUR, and we would request refund of the excess and refer to the MUR in our letter regarding other audit findings.

We will be forwarding an additional memo concerning other matters regarding this Committee which you may want to consider as possible MURs.

Should you have any questions, please contact Russ Bruner on extension 3-4155.

72710154827

Doc 3541
nmw

WILLIAMS & JENSEN
A PROFESSIONAL CORPORATION
LAWYERS

1130 SEVENTEENTH STREET, N. W.
WASHINGTON, D. C. 20036

TELEPHONE
(202) 785-8241

May 12, 1978

Hand Delivered

PAUL ARNESON
MICHAEL BAUER
GAIL E. BOWMAN*
WINFIELD P. CRIGLER
DONALD C. EVANS, JR.
ROBERT E. GLENNON
ROBERT E. JENSEN
CAROLE L. KUEBLER
FORBES MANER*
JOHN J. McMACKIN, JR.*
GEORGE G. OLSEN
J. D. WILLIAMS

*NOT ADMITTED IN D.C.

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Re: MUR 527(78)

Dear Mr. Oldaker:

In regard to the above-captioned matter, I would like to request an extension of the time in which to respond to your letters of April 26, 1978 (which were received May 3, 1978) to my clients Rep. Flipppo, et al.

Much of the material you requested must be obtained from Alabama, which will take some time. More important, I understand that the audit division is still in the process of requesting information from the Committee to Elect Ronnie G. Flipppo which may result in the addition of new issues to MUR 527 (78). In view of these facts, it seems that some reasonable extension would be in order.

Please contact me if you have any questions about this request.

Sincerely,


Carole L. Kuebler

CLK:lg

cc: Hon. Ronnie G. Flipppo

72010134823

PAUL ARNESON
MICHAEL BAUER
GAIL E. BOWMAN*
WINFIELD R. CRIGLER
DONALD C. EVANS, JR.
HOWARD N. FENTON, III
ROBERT E. GLENNON
ROBERT E. JENSEN
CAROLE L. KUEBLER
FORBES MANER*
JOHN J. McMACKIN, JR.*
SCOTT E. NEMANICH*
GEORGE G. OLSEN
J. D. WILLIAMS

WILLIAMS & JENSEN
A PROFESSIONAL CORPORATION
LAWYERS

1130 SEVENTEENTH STREET, N.W.
WASHINGTON, D. C. 20036

TELEPHONE
(202) 785-8241

May 12, 1978

Hand Delivered

*NOT ADMITTED IN D.C.

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Re: MUR 527(78)

Dear Mr. Oldaker:

Please be advised that I am representing Mr. Tom Thrasher as counsel of record in the above-captioned matter.

As directed in your letter to Mr. Thrasher, I will be contacting Ms. Weissenborn to discuss the details of the case. In the meantime, please contact me if I can be of any assistance.

Sincerely,


Carole L. Kuebler

CLK:doy

cc: Mr. Tom Thrasher
Hon. Ronnie G. Flipppo

730131548229

PAUL ARNESON
MICHAEL BAUER
GAIL E. BOWMAN*
WINFIELD R. CRIGLER
DONALD C. EVANS, JR.
HOWARD N. FENTON, III
ROBERT E. GLENNON
ROBERT E. JENSEN
CAROLE L. KUEBLER
FORBES MANER*
JOHN J. McMACKIN, JR.*
SCOTT E. NEMANICH*
GEORGE G. OLSEN
J. D. WILLIAMS

WILLIAMS & JENSEN
A PROFESSIONAL CORPORATION
LAWYERS

1130 SEVENTEENTH STREET, N.W.
WASHINGTON, D. C. 20036

TELEPHONE
(202) 785-8241

May 12, 1978

Hand Delivered

*NOT ADMITTED IN D.C.

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Re: MUR 527(78)

Dear Mr. Oldaker:

Please be advised that I am representing Mr. Howard Roberts as counsel of record in the above-captioned matter.

As directed in your letter to Mr. Roberts, I will be contacting Ms. Weissenborn to discuss the details of the case. In the meantime, please contact me if I can be of any assistance.

Sincerely,


Carole L. Kuebler

CLK:doy

cc: Mr. Howard Roberts
Hon. Ronnie G. Flippo

7309134330

PAUL ARNESON
MICHAEL BAUER
GAIL E. BOWMAN*
WINFIELD R. CRIGLER
DONALD C. EVANS, JR.
HOWARD N. FENTON, III
ROBERT E. GLENNON
ROBERT E. JENSEN
CAROLE L. KUEBLER
FORBES MANER*
JOHN J. McMACKIN, JR.*
SCOTT E. NEMANICH*
GEORGE G. OLSEN
J. D. WILLIAMS

WILLIAMS & JENSEN
A PROFESSIONAL CORPORATION
LAWYERS
1130 SEVENTEENTH STREET, N. W.
WASHINGTON, D. C. 20036

TELEPHONE
(202) 785-8241

May 12, 1978

Hand Delivered

*NOT ADMITTED IN D.C.

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Re: MUR 527(78)

Dear Mr. Oldaker:

Please be advised that I am representing Mr. William H. Martin, III as counsel of record in the above-captioned matter.

As directed in your letter to Mr. Martin, I will be contacting Ms. Weissenborn to discuss the details of the case. In the meantime, please contact me if I can be of any assistance.

Sincerely,


Carole L. Kuebler

CLK:doy

cc: Mr. William H. Martin, III
Hon. Ronnie G. Flipppo

72019154831

PAUL ARNESON
MICHAEL BAUER
GAIL E. BOWMAN*
WINFIELD P. CRIGLER
DONALD C. EVANS, JR.
HOWARD N. FENTON, III
ROBERT E. GLENNON
ROBERT E. JENSEN
CAROLE L. KUEBLER
FORBES MANER*
JOHN J. MEMACKIN, JR.*
SCOTT E. NEMANICH*
GEORGE G. OLSEN
J. D. WILLIAMS

WILLIAMS & JENSEN
A PROFESSIONAL CORPORATION
LAWYERS
1130 SEVENTEENTH STREET, N. W.
WASHINGTON, D. C. 20036

TELEPHONE
(202) 785-8241

May 12, 1978

Hand Delivered

*NOT ADMITTED IN D. C.

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

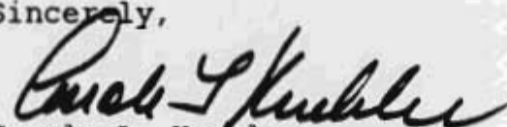
Re: MUR 527(78)

Dear Mr. Oldaker:

Please be advised that I am representing Mr. David Ladner as counsel of record in the above-captioned matter.

As directed in your letter to Mr. Ladner, I will be contacting Ms. Weissenborn to discuss the details of the case. In the meantime, please contact me if I can be of any assistance.

Sincerely,


Carole L. Kuebler

CLK:doy

cc: Mr. David Ladner
Hon. Ronnie G. Flippo

72202154832

PAUL ARNESON
MICHAEL BAUER
GAIL E. BOWMAN*
WINFIELD P. CRIGLER
DONALD C. EVANS, JR.
HOWARD N. FENTON, III
ROBERT E. GLENNON
ROBERT E. JENSEN
CAROLE L. KUEBLER
FORBES MANER*
JOHN J. McMACKIN, JR.*
SCOTT E. NEMANICH*
GEORGE G. OLSEN
J. D. WILLIAMS

WILLIAMS & JENSEN
A PROFESSIONAL CORPORATION
LAWYERS

1130 SEVENTEENTH STREET, N.W.
WASHINGTON, D. C. 20036

TELEPHONE
(202) 785-8241

May 12, 1978

Hand Delivered

*NOT ADMITTED IN D.C.

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Re: MUR 527(78)

Dear Mr. Oldaker:

Please be advised that I am representing Mr. Ellis Haddock as counsel of record in the above-captioned matter.

As directed in your letter to Mr. Haddock, I will be contacting Ms. Weissenborn to discuss the details of the case. In the meantime, please contact me if I can be of any assistance.

Sincerely,


Carole L. Kuebler

CLK:doy

cc: Mr. Ellis Haddock
Hon. Ronnie G. Flipppo

7 2 0 0 1 5 4 8 3 3

PAUL ARNESON
MICHAEL BAUER
GAIL E. BOWMAN*
WINFIELD P. CRIGLER
DONALD C. EVANS, JR.
HOWARD N. FENTON, III
ROBERT E. GLENNON
ROBERT E. JENSEN
CAROLE L. KUEBLER
FORBES MANER*
JOHN J. McMACKIN, JR.*
SCOTT E. NEMANICH*
GEORGE G. OLSEN
J. D. WILLIAMS

WILLIAMS & JENSEN
A PROFESSIONAL CORPORATION
LAWYERS

1130 SEVENTEENTH STREET, N.W.
WASHINGTON, D. C. 20036

TELEPHONE
(202) 785-8241

May 12, 1978

Hand Delivered

*NOT ADMITTED IN D.C.

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Re: MUR 527(78)

Dear Mr. Oldaker:

Please be advised that I am representing Mr. Bobby Griffin, Jr. as counsel of record in the above-captioned matter.

As directed in your letter to Mr. Griffin, I will be contacting Ms. Weissenborn to discuss the details of the case. In the meantime, please contact me if I can be of any assistance.

Sincerely,


Carole L. Kuebler

CLK:doy

cc: Mr. Bobby Griffin, Jr.
Hon. Ronnie G. Flippo

79010154834

PAUL ARNESON
MICHAEL BAUER
GAIL E. BOWMAN*
WINFIELD R. CRIGLER
DONALD C. EVANS, JR.
HOWARD N. FENTON, III
ROBERT E. GLENNON
ROBERT E. JENSEN
CAROLE L. KUEBLER
FORBES MANER*
JOHN J. McMACKIN, JR.*
SCOTT E. NEMANICH*
GEORGE G. OLSEN
J. D. WILLIAMS

WILLIAMS & JENSEN
A PROFESSIONAL CORPORATION
LAWYERS

1130 SEVENTEENTH STREET, N. W.
WASHINGTON, D. C. 20036

TELEPHONE
(202) 785-8741

May 12, 1978

Hand Delivered

*NOT ADMITTED IN D. C.

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Re: MUR 527(78)

Dear Mr. Oldaker:

Please be advised that I am representing Mr. Lawrence Goins as counsel of record in the above-captioned matter.

As directed in your letter to Mr. Goins, I will be contacting Ms. Weissenborn to discuss the details of the case. In the meantime, please contact me if I can be of any assistance.

Sincerely,


Carole L. Kuebler

CLK:doy

cc: Mr. Lawrence Goins
Hon. Ronnie G. Flipppo

700101548335

PAUL ARNESON
MICHAEL BAUER
GAIL E. BOWMAN*
WINFIELD P. CRIGLER
DONALD C. EVANS, JR.
HOWARD N. FENTON, III
ROBERT E. GLENNON
ROBERT E. JENSEN
CAROLE L. KUEBLER
FORBES MANER*
JOHN J. McMACKIN, JR.*
SCOTT E. NEMANICH*
GEORGE G. OLSEN
J. D. WILLIAMS

WILLIAMS & JENSEN
A PROFESSIONAL CORPORATION
LAWYERS

1130 SEVENTEENTH STREET, N.W.
WASHINGTON, D. C. 20036

TELEPHONE
(202) 785-8241

May 12, 1978

Hand Delivered

*NOT ADMITTED IN D.C.

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463


Re: MUR 527(78)

Dear Mr. Oldaker:

Please be advised that I am representing Ms. Yvonne Flippo as counsel of record in the above-captioned matter.

As directed in your letter to Ms. Flippo, I will be contacting Ms. Weissenborn to discuss the details of the case. In the meantime, please contact me if I can be of any assistance.

Sincerely,


Carole L. Kuebler

CLK:doy

cc: Ms. Yvonne Flippo
Hon. Ronnie G. Flippo

70000154835

PAUL ARNESON
MICHAEL BAUER
GAIL E. BOWMAN*
WINFIELD R. CRIGLER
DONALD C. EVANS, JR.
HOWARD N. FENTON, III
ROBERT E. GLENNON
ROBERT E. JENSEN
CAROLE L. KUEBLER
FORBES MANER*
JOHN J. McMACKIN, JR.*
SCOTT E. NEMANICH*
GEORGE G. OLSEN
J. D. WILLIAMS

WILLIAMS & JENSEN
A PROFESSIONAL CORPORATION
LAWYERS
1130 SEVENTEENTH STREET, N.W.
WASHINGTON, D. C. 20036

TELEPHONE
(202) 785-8241

May 12, 1978

Hand Delivered

*NOT ADMITTED IN D.C.

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Re: MUR 527(78)

Dear Mr. Oldaker:

Please be advised that I am representing Mr. Edward Estes as counsel of record in the above-captioned matter.

As directed in your letter to Mr. Estes, I will be contacting Ms. Weissenborn to discuss the details of the case. In the meantime, please contact me if I can be of any assistance.

Sincerely,



Carole L. Kuebler

CLK:doy

cc: Mr. Edward Estes
Hon. Ronnie G. Flipppo

70010134837

PAUL ARNESON
MICHAEL BAUER
GAIL E. BOWMAN*
WINFIELD P. CRIGLER
DONALD C. EVANS, JR.
HOWARD N. FENTON, III
ROBERT E. GLENNON
ROBERT E. JENSEN
CAROLE L. KUEBLER
FORBES MANER*
JOHN J. McMACKIN, JR.*
SCOTT E. NEMANICH*
GEORGE G. OLSEN
J. D. WILLIAMS

WILLIAMS & JENSEN
A PROFESSIONAL CORPORATION
LAWYERS
1130 SEVENTEENTH STREET, N.W.
WASHINGTON, D. C. 20036

TELEPHONE
(202) 785-8241

May 12, 1978

Hand Delivered

*NOT ADMITTED IN D.C.

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Re: MUR 527(78)

Dear Mr. Oldaker:

Please be advised that I am representing Mr. E. L. Culver as counsel of record in the above-captioned matter.

As directed in your letter to Mr. Culver, I will be contacting Ms. Weissenborn to discuss the details of the case. In the meantime, please contact me if I can be of any assistance.

Sincerely,



Carole L. Kuebler

CLK:doy

cc: Mr. E. L. Culver
Hon. Ronnie G. Flippo

70019154838

PAUL ARNESON
MICHAEL BAUER
GAIL E. BOWMAN*
WINFIELD P. CRIGLER
DONALD C. EVANS, JR.
HOWARD N. FENTON, III
ROBERT E. GLENNON
ROBERT E. JENSEN
CAROLE L. KUEBLER
FORBES MANER*
JOHN J. McMACKIN, JR.*
SCOTT E. NEMANICH*
GEORGE G. OLSEN
J. D. WILLIAMS

WILLIAMS & JENSEN
A PROFESSIONAL CORPORATION
LAWYERS
1130 SEVENTEENTH STREET, N. W.
WASHINGTON, D. C. 20036

TELEPHONE
(202) 785-8241

May 12, 1978

Hand Delivered

*NOT ADMITTED IN D. C.

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Re: MUR 527(78)

Dear Mr. Oldaker:

Please be advised that I am representing Mr. James R. Box as counsel of record in the above-captioned matter.

As directed in your letter to Mr. Box, I will be contacting Ms. Weissenborn to discuss the details of the case. In the meantime, please contact me if I can be of any assistance.

Sincerely,


Carole L. Kuebler

CLK:doy

cc: Mr. James R. Box
Hon. Ronnie G. Flipppo

7 9 0 1 0 1 5 4 8 3 9

79040154840

First Class Mail

WILLIAMS & JENSEN
A PROFESSIONAL CORPORATION
1130 17TH STREET N.W., SUITE 620
WASHINGTON, D.C. 20036

To:

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
4th Floor
1325 K Street, N.W.
Washington, D.C. 20463

FIRST CLASS MAIL



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

May 11, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. R. Lonnie Flipppo
Treasurer
Committee to Elect Ronnie G. Flipppo
P.O. Box 1221
Florence, Alabama 35630

Re: MUR 527(78)

Dear Mr. Flipppo:

This letter is to inform you that the Federal Election Commission has found reason to believe that the Committee to Elect Ronnie G. Flipppo has violated the Federal Election Campaign Act of 1971, as amended ("the Act").* Specifically, the Commission has found reason to believe that your Committee has violated 2 U.S.C. §441a(f) by having knowingly accepted contributions from yourself in excess of the \$1000 per election limitation of 2 U.S.C. §441a(a)(1)(A). These contributions took the forms of your apparent endorsement or guarantee of loans in the amounts of \$33,000 and \$10,000 obtained by the Committee from the Shoals National Bank of Florence, of a \$5000 loan made to the candidate and through him to the Committee, and of your endorsement of a \$30,000 loan initially obtained by the candidate from the First National Bank of Birmingham and then used to make a loan of that sum to the Committee.

* On April 26, 1978, we sent this notification to you at an address which apparently is no longer valid; the letter was returned on May 8, 1978.



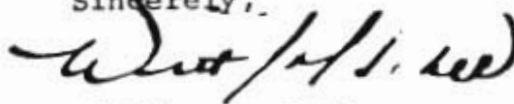
The Commission has also found reason to believe that you as an individual are in violation of 2 U.S.C. §441a(a)(1)(A) by having made and endorsed or guaranteed loans to the candidate and to the Committee in excess of \$1000 per election, and of 2 U.S.C. §441g by having made cash contributions to the Committee in excess of \$100 per campaign.

Under the Act you and the Committee have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. §437g(a)(4). Please submit any information in addition to that already submitted to the Audit Division of this Commission which you believe would be useful in the Commission's consideration of these matters. Where appropriate, statements or explanations should be made under oath. We specifically request a copy of the back of the promissory note involved in the \$30,000 loan extended to Mr. Ronnie G. Flipppo by the First National Bank of Birmingham on April 20, 1976.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.

This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,



William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flipppo

7 7 7 1 0 1 5 4 8 4 2

Mr. R. Lonnie Flipppo
Treasurer
Committee to Elect Ronnie G. Flipppo
P.O. Box 1221
Florence, Alabama 35630

Dear Mr. Flippo:

This letter is to inform you that the Federal Election Commission has found reason to believe that the Committee to Elect Ronnie G. Flipppo has violated the Federal Election Campaign Act of 1971, as amended ("the Act").* Specifically, the Commission has found reason to believe that your Committee has violated 2 U.S.C. §441a(f) by having knowingly accepted contributions from yourself in excess of the \$1000 per election limitation of 2 U.S.C. §441a(a)(1)(A). These contributions took the forms of your apparent endorsement or guarantee of loans in the amounts of \$33,000 and \$10,000 obtained by the Committee from the Shoals National Bank of Florence, of a \$5000 loan made to the candidate and through him to the Committee, and of your endorsement of a \$38,000 loan initially obtained by the candidate from the First National Bank of Birmingham and then used to make a loan of that sum to the Committee.

* On April 26, 1978, we sent this notification to you at an address which apparently is no longer valid; the letter was returned on May 8, 1978.

The Commission has also found reason to believe that you as an individual are in violation of 2 U.S.C. §441a(a)(1)(A) by having made and endorsed or guaranteed loans to the candidate and to the Committee in excess of \$1000 per election, and of 2 U.S.C. §441g by having made cash contributions to the Committee in excess of \$100 per campaign.

Under the Act you and the Committee have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. §437g(a)(4). Please submit any information in addition to that already submitted to the Audit Division of this Commission which you believe would be useful in the Commission's consideration of these matters. Where appropriate, statements or explanations should be made under oath. We specifically request a copy of the back of the promissory note involved in the \$30,000 loan extended to Mr. Ronnie G. Flipppo by the First National Bank of Birmingham on April 20, 1976.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.

This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,

William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flipppo

7000034844

ACC 3453
NRN

WILLIAMS & JENSEN
A PROFESSIONAL CORPORATION
LAWYERS

1130 SEVENTEENTH STREET, N. W.

WASHINGTON, D. C. 20036

May 5, 1978

TELEPHONE
(202) 785-8241

PAUL ARNESON
MICHAEL BAUER
GAIL E. BOWMAN*
WINFIELD P. CRIGLER
DONALD C. EVANS, JR.
ROBERT E. GLENNON
ROBERT E. JENSEN
CAROLE L. KUEBLER
FORBES MANER*
JOHN J. McMACKIN, JR.*
GEORGE G. OLSEN
J. D. WILLIAMS

Hand Delivered

*NOT ADMITTED IN D.C.

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

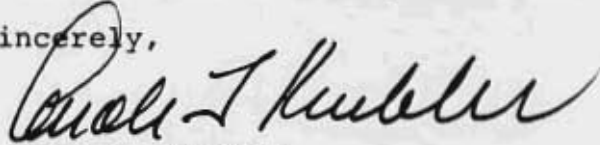
Re: MUR 527(78)

Dear Mr. Oldaker:

Please be advised that I am representing Mr. R. Lonnie Flippo as counsel of record in the above-captioned matter.

As directed in your letter to Mr. Flippo, I will be contacting Ms. Weissenborn to discuss the details of the case. In the meantime, please contact me if I can be of any assistance.

Sincerely,



Carole L. Kuebler

CLK:lg

cc: Hon. Ronnie G. Flippo
Mr. R. Lonnie Flippo

79010154843

7 2 0 1 5 4 8 4
S
WILLIAMS & JENSEN

A PROFESSIONAL CORPORATION

LAWYERS

1130 SEVENTEENTH STREET, N.W.

WASHINGTON, D.C. 20036

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

HAND DELIVER

PS Form 3811, Nov. 1977

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

527 AW

● SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
☐ Show to whom and date delivered.
☒ Show to whom, date, and address of delivery.
☐ RESTRICTED DELIVERY
 Show to whom and date delivered.
☐ RESTRICTED DELIVERY.
 Show to whom, date, and address of delivery. \$..
 (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
 R. Lonnie Rapp
 Comm. St. Lonnie

3. ARTICLE DESCRIPTION:
 REGISTERED NO. CERTIFIED NO. INSURED NO.
 943839

(Always obtain signature of addressee or agent)

I have received the article described above.
 SIGNATURE ☐ Addressee ☐ Authorized agent

4. DATE OF DELIVERY POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

© GPO : 1977-O-284-327



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

POSTAGE AND FEES PAID



0101348
Order
 RETURNED
TO WRITER
ADDRESSEE UNKNOWN

 RETURNED
TO WRITER
ADDRESSEE UNKNOWN

FORWARDING ORDER EXPIRED

Mr. R. Lonnie Flippo
Treasurer, Committee to Elect
Ronnie G. Flippo
Route 8, Box 172
Florence, Alabama 35630

CERTIFIED

FORWARDING ORDER EXPIRED

UNDELIVERABLE
AS ADDRESSED

943839





FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

April 26, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. R. Lonnie Flipppo
Treasurer
Committee to Elect Ronnie G. Flipppo
Route 8, Box 172
Florence, Alabama 35630

Re: MUR 527(78)

Dear Mr. Flipppo,

This letter is to inform you that the Federal Election Commission has found reason to believe that the Committee to Elect Ronnie G. Flipppo has violated the Federal Election Campaign Act of 1971, as amended ("the Act"). Specifically, the Commission has found reason to believe that your Committee has violated 2 U.S.C. §441a(f) by having knowingly accepted contributions from yourself in excess of the \$1000 per election limitation of 2 U.S.C. 441a(a)(1)(A). These contributions took the forms your apparent endorsement or guarantee of loans in the amounts of \$33,000 and \$10,000 obtained by the Committee from the Shoals National Bank of Florence, of a \$5000 loan made to the candidate and through him to the Committee, and of your endorsement of a \$30,000 loan initially obtained by the candidate from the First National Bank of Birmingham and then used to make a loan of that sum to the Committee.

The Commission has also found reason to believe that you as an individual are in violation of 2 U.S.C. §441a(a)(1)(A) by having made and endorsed or guaranteed loans to the candidate and to the Committee in excess of \$1000 per election, and of 2 U.S.C. §441g by having made cash contributions to the Committee in excess of \$100 per campaign.

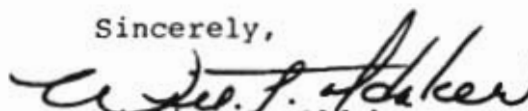


Under the Act you and the Committee have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. §437g(a)(4). Please submit any information in addition to that already submitted to the Audit Division of this Commission which you believe would be useful in the Commission's consideration of these matters. Where appropriate, statements or explanations should be made under oath. We specifically request a copy of the back of the promissory note involved in the \$30,000 loan extended to Mr. Ronnie G. Flipppo by the First National Bank of Birmingham on April 20, 1976.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.

This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,


William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flipppo

Charles N. Steele
Associate General Counsel

7 2 2 1 2 1 3 5 0



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

April 28, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Howard Roberts
P.O. Box 757
Sheffield, Alabama 35660

Re: MUR 527(78)

Dear Mr. Roberts,

This letter is to inform you that the Federal Election Commission has found reason to believe that you have violated the Federal Election Campaign Act of 1971, as amended ("the Act"), by having made a cash contribution to the Committee to Elect Ronnie G. Flippo in excess of the \$100 per campaign limitation set forth in 2 U.S.C. §441g.

Under the Act you have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. §437g(a)(4). Please submit any information which you believe would be useful in the Commission's consideration of this matter. Where appropriate, statements or explanations should be made under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.

72010131851

This matter will remain confidential in accordance with 2 U.S.C. §437g(a) (3) (B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,

William C. Oldaker
William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flipppo

AW 527

SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one):
☐ Show to whom and date delivered
☒ Show to whom, date, and address of delivery
☐ RESTRICTED DELIVERY
Show to whom and date delivered
☐ RESTRICTED DELIVERY.
Show to whom, date, and address of delivery
(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Howard Roberts

3. ARTICLE DESCRIPTION:
REGISTERED NO. CERTIFIED NO. INSURED NO.
949905
(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addresser ☐ Authorized agent
549905

4. DATE OF DELIVERY *MAY 4 1978*

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS
PP

POSTMARK
USA
MAY 4 1978
MAYFIELD

☆ GPO 1977-O-254-327

April 28, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Howard Roberts
P.O. Box 757
Sheffield, Alabama 35660

Re: MUR 527(78)

Dear Mr. Roberts,

This letter is to inform you that the Federal Election Commission has found reason to believe that you have violated the Federal Election Campaign Act of 1971, as amended ("the Act"), by having made a cash contribution to the Committee to Elect Ronnie G. Flippe in excess of the \$100 per campaign limitation set forth in 2 U.S.C. §441g.

Under the Act you have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. §437g(a)(4). Please submit any information which you believe would be useful in the Commission's consideration of this matter. Where appropriate, statements or explanations should be made under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-0493.

AW
7/28/78

This matter will remain confidential in accordance with 2 U.S.C. §437g(a) (3) (B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,

William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flipppo

70010134854

PS Form 3811, Apr. 1977

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

4W 527

● SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one)
- ☐ Show to whom and date delivered.
- ☒ Show to whom, date, and address of delivery.
- ☐ RESTRICTED DELIVERY.
Show to whom and date delivered.
- ☐ RESTRICTED DELIVERY.
Show to whom, date, and address of delivery.
- (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:

Yvonne Flippo

3. ARTICLE DESCRIPTION:

REGISTERED NO.

CERTIFIED NO.

INSURED NO.

943909

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE

☐

Address

☐

Authorized agent

DATE OF DELIVERY

POST MARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

POSTAGE AND FEES PAID



✓
Do not place in state
Do not remain in this box

no name on box

MAY 8 1978

Ms. Yvonne Flipppo
617 North Cherry Street
Florence, AL 35630

CERTIFIED

543908



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FEDERAL ELECTION COMMISSION

1125 K STREET N.W.
WASHINGTON, D.C. 20463

April 28, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Ms. Yvonne Flipppo
617 North Cherry Street
Florence, Alabama 35630

Re: MUR 527(78)

Dear Ms. Flipppo,

This letter is to inform you that the Federal Election Commission has found reason to believe that you have violated the Federal Election Campaign Act of 1971, as amended ("the Act"), by having made a cash contribution to the Committee to Elect Ronnie G. Flipppo in excess of the \$100 per campaign limitation set forth in 2 U.S.C. §441g.

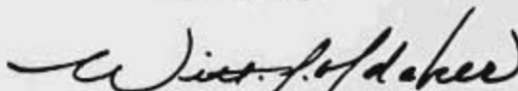
Under the Act you have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. §437g(a)(4). Please submit any information which you believe would be useful in the Commission's consideration of this matter. Where appropriate, statements or explanations should be made under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after your receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.

707:0154857

This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,



William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flipppo

79040154858

April 28, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Ms. Yvonne Flippo
617 North Cherry Street
Florence, Alabama 35630

Re: MUR 527(78)

Dear Ms. Flippo,

This letter is to inform you that the Federal Election Commission has found reason to believe that you have violated the Federal Election Campaign Act of 1971, as amended ("the Act"), by having made a cash contribution to the Committee to Elect Ronnie G. Flippo in excess of the \$100 per campaign limitation set forth in 2 U.S.C. §441g.

Under the Act you have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. §437g(a)(4). Please submit any information which you believe would be useful in the Commission's consideration of this matter. Where appropriate, statements or explanations should be made under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after your receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.

AW
4/28/78

79040134359

This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,

William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flipppo

7 2 2 0 0 1 3 6 0



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

April 28, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Ellis Haddock
761 Sannoner Avenue
Florence, Alabama 35630

Re: MUR 527(78)

Dear Mr. Haddock,

This letter is to inform you that the Federal Election Commission has found reason to believe that you have violated the Federal Election Campaign Act of 1971, as amended ("the Act"), by having made a cash contribution to the Committee to Elect Ronnie G. Flipppo in excess of the \$100 per campaign limitation set forth in 2 U.S.C. §441g.

Under the Act you have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. §437g(a)(4). Please submit any information which you believe would be useful in the Commission's consideration of this matter. Where appropriate, statements or explanations should be made under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.

This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,

William C. Oldaker
William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flipppo

7 9 0 1 0 1 5 4 8 6 2

AW 5a7

PS Form 3811, May, 1977

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

1. The following service is requested (check one).
☐ Show to whom and date delivered
☒ Show to whom, date, and address of delivery
☐ RESTRICTED DELIVERY
Show to whom and date delivered
☐ RESTRICTED DELIVERY
Show to whom, date, and address of delivery
(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Ellis Haddock

3. ARTICLE DESCRIPTION:
REGISTERED NO. *943910* CERTIFIED NO. INSURED NO.
(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent
Ellis Haddock

4. DATE OF DELIVERY
MAY - 5 1978

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

POSTMARK
MAY 5 1978
CLEAN
INITIALS
LS

2-870-1177-O-234-287

April 28, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Ellis Haddock
761 Sannoner Avenue
Florence, Alabama 35630

Re: MUR 527(78)

Dear Mr. Haddock,

This letter is to inform you that the Federal Election Commission has found reason to believe that you have violated the Federal Election Campaign Act of 1971, as amended ("the Act"), by having made a cash contribution to the Committee to Elect Ronnie G. Flippo in excess of the \$100 per campaign limitation set forth in 2 U.S.C. §441g.

Under the Act you have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. §437g(a)(4). Please submit any information which you believe would be useful in the Commission's consideration of this matter. Where appropriate, statements or explanations should be made under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the Attorney assigned to this matter, at (202) 523-4039.

1966
4/21/78

7 7 0 1 0 1 5 4 8 6 3

This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,

William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flipppo

7 3 7 0 1 1 3 6 4



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

April 28, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Lawrence Goins
Bridge Road
Florence, Alabama 35630

Re: MUR 527(78)

Dear Mr. Goins,

This letter is to inform you that the Federal Election Commission has found reason to believe that you have violated the Federal Election Campaign Act of 1971, as amended ("the Act"), by having made a cash contribution to the Committee to Elect Ronnie G. Flippo in excess of the \$100 per campaign limitation set forth in 2 U.S.C. §441g.

Under the Act you have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. §437g(a)(4). Please submit any information which you believe would be useful in the Commission's consideration of this matter. Where appropriate, statements or explanations should be made under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.

7 9 0 1 0 1 5 4 8 6 5

This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,

William C. Oldaker

William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flipppo

7 0 0 1 0 1 5 1 8 6 5

AW 527

PS Form 3811, Apr. 1977

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

1. SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.

2. The following service is requested (check one):

☐ Show to whom and date delivered.

☒ Show to whom, date, and address of delivery.

☐ RESTRICTED DELIVERY Show to whom and date delivered.

☐ RESTRICTED DELIVERY Show to whom, date, and address of delivery.

(CONSULT POSTMASTER FOR FEES)

3. ARTICLE ADDRESSED TO:

Laurence Green

4. ARTICLE DESCRIPTION:

REGISTERED NO. CERTIFIED NO. INSURED NO.

943216

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE ☐ Addressee ☐ Authorized agent

DATE OF DELIVERY 5-5-78

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

★ GPO 1977-O-234-337

April 28, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Lawrence Goins
Bridge Road
Florence, Alabama 35630

Re: MUR 527(78)

Dear Mr. Goins,

This letter is to inform you that the Federal Election Commission has found reason to believe that you have violated the Federal Election Campaign Act of 1971, as amended ("the Act"), by having made a cash contribution to the Committee to Elect Ronnie G. Flipppo in excess of the \$100 per campaign limitation set forth in 2 U.S.C. §441g.

Under the Act you have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. §437g(a)(4). Please submit any information which you believe would be useful in the Commission's consideration of this matter. Where appropriate, statements or explanations should be made under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.

4/25/78

This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,

William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flipppo

7 2 0 1 0 1 5 4 8 6 3



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

April 28, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. James R. Box
201 East 4th Street
Sheffield, Alabama 35660

Re: MUR 527(78)

Dear Mr. Box,

This letter is to inform you that the Federal Election Commission has found reason to believe that you have violated the Federal Election Campaign Act of 1971, as amended ("the Act"), by having made cash contributions to the Committee to Elect Ronnie G. Flippo in excess of the \$100 per campaign limitation set forth in 2 U.S.C. §441g.

Under the Act you have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. 437g(a)(4). Please submit any information which you believe would be useful in the Commission's consideration of this matter. Where appropriate, statements or explanations should be made under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.

7 2 0 1 0 1 3 1 8 6 2

This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,

William C. Oldaker
William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flipppo

7 2 2 4 0 1 3 4 8 7 0

AW 527

PS Form 3811, May 1977

1. The following service is requested (check one).
☐ Show to whom and date delivered.
☒ Show to whom, date, and address of delivery.
☐ RESTRICTED DELIVERY
Show to whom and date delivered.
☐ RESTRICTED DELIVERY.
Show to whom, date, and address of delivery.
(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
James R. Boy

3. ARTICLE DESCRIPTION:
REGISTERED NO. CERTIFIED NO. INSURED NO.
949911

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☒ Authorized agent
[Signature]

DATE OF DELIVERY *MAY 4 1978*

4. ADDRESS (Complete only if requested)

5. UNABLE TO DELIVER BECAUSE:

POSTMARK
8761 MAY 4 1978

CARRIER'S INITIALS
[Initials]

U.S. GPO : 1977-O-234-317

April 28, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. James B. Box
201 East 4th Street
Sheffield, Alabama 35660

Dear Mr. Box,

This letter is to inform you that the Federal Election Commission has found reason to believe that you have violated the Federal Election Campaign Act of 1971, as amended ("the Act"), by having made cash contributions to the Committee to Elect Ronnie G. Flipppo in excess of the \$100 per campaign limitation set forth in 2 U.S.C. §41g.

Under the Act you have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. 437g(a)(4). Please submit any information which you believe would be useful in the Commission's consideration of this matter. Where appropriate, statements or explanations should be made under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 52304039.

40
4/28/78

14-
2

This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,

William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flipppo

72010154372



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

April 28, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. E. L. Culver
Cloverdale Road
Florence, Alabama 35630

Re: MUR 527(78)

Dear Mr. Culver,

This letter is to inform you that the Federal Election Commission has found reason to believe that you have violated the Federal Election Campaign Act of 1971, as amended ("the Act"), by having made a cash contribution to the Committee to Elect Ronnie G. Flippo in excess of the \$100 per campaign limitation set forth in 2 U.S.C. §441g.

Under the Act you have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. §437g(a)(4). Please submit any information which you believe would be useful in the Commission's consideration of this matter. Where appropriate, statements or explanations should be made under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.

7 2 2 4 3 5 4 8 7 3

This matter will remain confidential in accordance with 2 U.S.C. §437g(a) (3) (B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,

William C. Oldaker

William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flipppo

AW 587

PS Form 3811, Apr. 1977

1. The following service is requested (check one).
☐ Show to whom and date delivered.
☒ Show to whom, date, and address of delivery.
☐ RESTRICTED DELIVERY
Show to whom and date delivered.
☐ RESTRICTED DELIVERY.
Show to whom, date, and address of delivery.
(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
E. L. Culner
Cloverdale Road
Birmingham, AL 35630

3. ARTICLE DESCRIPTION:
REGISTERED NO. CERTIFIED NO. INSURED NO.
943912

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent
Edgar Childers

4. DATE OF DELIVERY
MAY 4 1978

5. ADDRESS (Complete only if requested)
P.O. Box 1072
Florence, AL

6. UNABLE TO DELIVER BECAUSE:

FLORENCE, AL
MAY 4 1978

☆ GPO : 1977-O-250-257

April 28, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. E. L. Culver
Cloverdale Road
Florence, Alabama 35630

Re: MUR 527(78)

Dear Mr. Culver,

This letter is to inform you that the Federal Election Commission has found reason to believe that you have violated the Federal Election Campaign Act of 1971, as amended ("the Act"), by having made a cash contribution to the Committee to Elect Ronnie G. Flipppo in excess of the \$100 per campaign limitation set forth in 2 U.S.C. §441g.

Under the Act you have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. §437g(a)(4). Please submit any information which you believe would be useful in the Commission's consideration of this matter. Where appropriate, statements or explanations should be made under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039,

AW
4/25/78

This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,

William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flipppo

72013154875



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

April 28, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Tom Thrasher
612 Wheeler Avenue, N.W.
Huntsville, Alabama 35801

RE: MUR 527(78)

Dear Mr. Thrasher:

This letter is to inform you that the Federal Election Commission has found reason to believe that you have violated the Federal Election Campaign Act of 1971, as amended ("the Act"), by having made two cash contributions to the Committee to Elect Ronnie Gene Flippo in excess of a total of \$100 per campaign and thus in excess of the limitation set forth in 2 U.S.C. §441g.

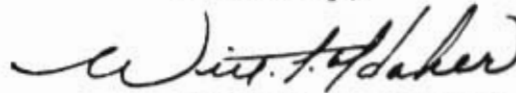
Under the Act you have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. §437g(a)(4). Please submit any information which you believe would be useful in the Commission's consideration of this matter. Where appropriate, statements or explanations should be made under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.

73010134877

This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,



William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flipppo

72 Form 3811, Apr. 1977

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

Albion 527

SENDER: Complete items 1, 2 and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
☐ Show to whom and date delivered.
☒ Show to whom, date, and address of delivery.
☐ RESTRICTED DELIVERY
Show to whom and date delivered.
☐ RESTRICTED DELIVERY.
Show to whom, date, and address of delivery.
(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Tom Thrasher
612 Wheeler Ave, N.W.
Huntsville, AL 35801

3. ARTICLE DESCRIPTION:
REGISTERED NO. *943913* CERTIFIED NO. INSURED NO.

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent
Lois S. Hine

4. DATE OF DELIVERY

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

HUNTSVILLE
MAY 4 1978
ALBION'S

☆ GPO : 1977-O-234-327

April 28, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Tom Thrasher
612 Wheeler Avenue, N.W.
Huntsville, Alabama 35801

RE: MUR 527(78)

Dear Mr. Thrasher:

This letter is to inform you that the Federal Election Commission has found reason to believe that you have violated the Federal Election Campaign Act of 1971, as amended ("the Act"), by having made two cash contributions to the Committee to Elect Ronnie Gene Flippo in excess of a total of \$100 per campaign and thus in excess of the limitation set forth in 2 U.S.C. §441g.

Under the Act you have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. §437g(a)(4). Please submit any information which you believe would be useful in the Commission's consideration of this matter. Where appropriate, statements or explanations should be made under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.

AW
7/21/78

This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,

William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flipppo

79010134897



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

April 28, 1978

Mr. William H. Martin, III
403 Park Boulevard
Sheffield, Alabama 35660

Re: MUR 527(78)

Dear Mr. Martin,

This letter is to inform you that the Federal Election Commission has found reason to believe that you have violated the Federal Election Campaign Act of 1971, as amended ("the Act"), by having made a cash contribution to the Committee to Elect Ronnie G. Flippo in excess of the \$100 per campaign limitation set forth in 2 U.S.C. §441g.

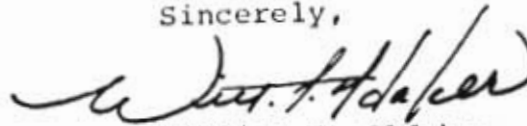
Under the Act you have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. §437g(a)(4). Please submit any information which you believe would be useful in the Commission's consideration of this matter. Where appropriate, statements or explanations should be made under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.

7 9 0 1 0 1 5 4 8 8 1

This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,



William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flipppo

AW 527

PS Form 3811, Apr. 1977

1. The following service is requested (check one).
☐ Show to whom and date delivered.
☒ Show to whom, date, and address of delivery.
☐ RESTRICTED DELIVERY
Show to whom and date delivered.
☐ RESTRICTED DELIVERY.
Show to whom, date, and address of delivery.
(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
William Martin III
403 Park Blvd.
Sheffield, AL 35660

3. ARTICLE DESCRIPTION:
REGISTERED NO. CERTIFIED NO. INSURED NO.
943914

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent
Mrs. W. H. McNeill

4. DATE OF DELIVERY 5-8-78 POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

U.S. POSTAGE

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

April 28, 1978

Mr. William H. Martin, III
403 Park Boulevard
Sheffield, Alabama 35660

Re: MUR 527(78)

Dear Mr. Martin,

This letter is to inform you that the Federal Election Commission has found reason to believe that you have violated the Federal Election Campaign Act of 1971, as amended ("the Act"), by having made a cash contribution to the Committee to Elect Ronnie G. Flipppo in excess of the \$100 per campaign limitation set forth in 2 U.S.C. §441g.

Under the Act you have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. §437g(a)(4). Please submit any information which you believe would be useful in the Commission's consideration of this matter. Where appropriate, statements or explanations should be made under oath.

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The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.

ACW
4/28/78

This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,

William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flipppo

790101384



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

April 28, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Bobby Griffin, Jr.
108 East Alabama
Florence, Alabama 35630

Re: MUR 527(78)

Dear Mr. Griffin,

This letter is to inform you that the Federal Election Commission has found reason to believe that you have violated the Federal Election Campaign Act of 1971, as amended ("the Act"), by having made a cash contribution to the Committee to Elect Ronnie G. Flipppo in excess of the \$100 per campaign limitation set forth in 2 U.S.C. §441g.

Under the Act you have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. §437g(a)(4). Please submit any information which you believe would be useful in the Commission's consideration of this matter. Where appropriate, statements or explanations should be made under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.

7 9 7 4 0 1 5 4 8 8 5

This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,

William C. Oldaker

William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flipppo

AW 527

PS Form 3811, Apr. 1977

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

1. The following service is requested (check one).
☐ Show to whom and date delivered.
☒ Show to whom, date, and address of delivery.
☐ RESTRICTED DELIVERY
Show to whom and date delivered.
☐ RESTRICTED DELIVERY.
Show to whom, date, and address of delivery. \$..
(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Bobby Griffin
108 E. Alabama
Mobile AL 36630

3. ARTICLE DESCRIPTION:
REGISTERED NO. *643915* CERTIFIED NO. INSURED NO.

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE *[Signature]* ☐ Addressee ☒ Authorized agent

DATE OF DELIVERY *MAY 4 - 1978* POSTMARK *8/61*

4. ADDRESS (Complete only if requested)
108 E. AL.
P.O. Box G

5. UNABLE TO DELIVER BECAUSE:

★ UPO 187-O-234-337

April 28, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Bobby Griffin, Jr.
108 East Alabama
Florence, Alabama 35630

Re: MUR 527(78)

Dear Mr. Griffin,

This letter is to inform you that the Federal Election Commission has found reason to believe that you have violated the Federal Election Campaign Act of 1971, as amended ("the Act"), by having made a cash contribution to the Committee to Elect Ronnie G. Flipppo in excess of the \$100 per campaign limitation set forth in 2 U.S.C. §441g.

Under the Act you have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. §437g(a)(4). Please submit any information which you believe would be useful in the Commission's consideration of this matter. Where appropriate, statements or explanations should be made under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.

AW
4/28/78

7 2 0 1 0 1 3 1 8 9 7

This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,

William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flipppo

7 2 2 1 0 1 3 3 3



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

April 28, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Edward Estes
401 Meadow Hill Road
Sheffield, Alabama 35660

Re: MUR 527(78)

Dear Mr. Estes,

This letter is to inform you that the Federal Election Commission has found reason to believe that you have violated the Federal Election Campaign Act of 1971, as amended ("the Act"), by having made a cash contribution to the Committee to Elect Ronnie G. Flippo in excess of the \$100 per campaign limitation set forth in 2 U.S.C. 441g.

Under the Act you have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. §437g(a)(4). Please submit any information which you believe would be useful in the Commission's consideration of this matter. Where appropriate, statements or explanations should be made under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after your receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.

7 2 7 1 0 1 5 1 8 8 9

This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,

William C. Oldaker

William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flippo

AW 527

PS Form 3811, Apr. 1977

1. SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one):

☐ Show to whom and date delivered.

☒ Show to whom, date, and address of delivery.

☐ RESTRICTED DELIVERY. Show to whom and date delivered.

☐ RESTRICTED DELIVERY. Show to whom, date, and address of delivery.

(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:

Edward Ester
491 Meadow Hill Road
Sheffield, AL 35660

3. ARTICLE DESCRIPTION:

REGISTERED NO. 943904 CERTIFIED NO. INSURED NO.

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE ☐ Addressee ☐ Authorized agent

4. DATE OF DELIVERY 5-5-78

5. ADDRESS (Complete only if requested):
Service window
main office

6. UNABLE TO DELIVER BECAUSE:

POSTMARK
MAY 10 1978
U.S. POSTAL SERVICE

CLEAR'S INDEX

7. 470-0-234-537

April 28, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Edward Estes
401 Meadow Hill Road
Sheffield, Alabama 35660

Re: MUR 527(78)

Dear Mr. Estes,

This letter is to inform you that the Federal Election Commission has found reason to believe that you have violated the Federal Election Campaign Act of 1971, as amended ("The Act"), by having made a cash contribution to the Committee to Elect Ronnie G. Flippo in excess of the \$100 per campaign limitation set forth in 2 U.S.C. 441g.

Under the Act you have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. §437g(a)(4). Please submit any information which you believe would be useful in the Commission's consideration of this matter. Where appropriate, statements or explanations should be made under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after your receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.

NEW
7/28/78

This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,

William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flipppo

72713154892



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

April 28, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. David Ladner
Shoals Acres
Sheffield, Alabama 35660

Re: MUR 527(78)

Dear Mr. Ladner,

This letter is to inform you that the Federal Election Commission has found reason to believe that you have violated the Federal Election Campaign Act of 1971, as amended ("the Act"), by having made a cash contribution to the Committee to Elect Ronnie Gene Flippo in excess of the \$100 per campaign limitation set forth in 2 U.S.C. §441g.

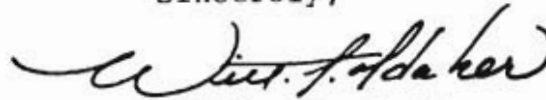
Under the Act you have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. §437g(a)(4). Please submit any information which you believe would be useful in the Commission's consideration of this matter. Where appropriate, statements or explanations should be made under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after you receive this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.

7 0 0 1 0 1 5 4 8 9 3

This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,



William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flipppo

7 9 7 1 0 1 5 1 3 9 4

PS Form 3811, Apr. 1977

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

AW 527

SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
☒ Show to whom and date delivered
☐ Show to whom, date, and address of delivery
☐ RESTRICTED DELIVERY
Show to whom and date delivered
☐ RESTRICTED DELIVERY
Show to whom, date, and address of delivery
(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
David Sadner

3. ARTICLE DESCRIPTION:
REGISTERED NO. CERTIFIED NO. INSURED NO.
943903
(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent
Dail C. L. L.

4. DATE OF DELIVERY
5-15-78

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

SHEPHERD, AL
MAY 15 1978
USPO

☆ GPO : 1977-O-524-287

April 28, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. David Ladner
Shoals Acres
Sheffield, Alabama 35660

Re: MUR 527(78)

Dear Mr. Ladner,

This letter is to inform you that the Federal Election Commission has found reason to believe that you have violated the Federal Election Campaign Act of 1971, as amended ("the Act"), by having made a cash contribution to the Committee to Elect Ronnie Gene Flippo in excess of the \$100 per campaign limitation set forth in 2 U.S.C. §441g.

Under the Act you have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. §437g(a)(4). Please submit any information which you believe would be useful in the Commission's consideration of this matter. Where appropriate, statements or explanations should be made under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after you receive this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.

Acc
4/28/78

This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,

William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flipppo

7 2 2 1 9 1 3 4 8 9 5



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

April 26, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

The Honorable Ronnie G. Flipppo
U.S. House of Representatives
Cannon House Office Building
Washington, D.C.

Re: MUR 527(78)

Dear Mr. Flipppo:

This letter is to inform you that the Federal Election Commission has found reason to believe that you have violated the Federal Election Campaign Act of 1971, as amended ("the Act"). Specifically, the Commission has found reason to believe that you violated 2 U.S.C. §441a(f) by accepting contributions from R. Lonnie Flipppo in the forms of a loan of \$5000 and the endorsement of a loan of \$30,000 obtained from the First National Bank of Birmingham, sums which are in excess of the \$1000 per election limitation for contributions from individuals.

Under the Act you have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. §437g(a)(4). Please submit any information which you believe would be useful in the Commission's consideration of these matters. Where appropriate, statements or explanations should be made under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.

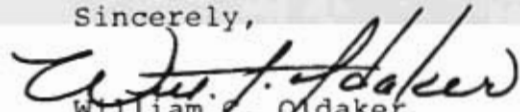


7 2 2 1 2 1 3 4 8 9 7

This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Enclosed are letters sent to Mr. R. Lonnie Flipppo and to twelve persons who apparently made excessive cash contributions to the Committee to Elect Ronnie G. Flipppo. We have numbered all of the matters raised in these letters and in the present one MUR 527(78).

Sincerely,


William E. Oldaker
General Counsel

Enclosures

Charles N. Steele
Associate General Counsel

7 2 2 1 0 0 1 5 4 8 9 9 3



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

The Honorable Ronnie G. Flipppo
U.S. House of Representatives
Cannon House Office Building
Washington, D.C.

Re: MUR 527(78)

Dear Mr. Flipppo:

This letter is to inform you that the Federal Election Commission has found reason to believe that you have violated the Federal Election Campaign Act of 1971, as amended ("the Act"). Specifically, the Commission has found reason to believe that you violated 2 U.S.C. §441a(f) by accepting contributions from R. Lonnie Flipppo in the forms of a loan of \$5000 and the endorsement of a loan of \$30,000 obtained from the First National Bank of Birmingham, sums which are in excess of the \$1000 per election limitation for contributions from individuals.

Under the Act you have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. §437g(a)(4). Please submit any information which you believe would be useful in the Commission's consideration of these matters. Where appropriate, statements or explanations should be made under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.



Aw
4/24/78

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This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Enclosed are letters sent to Mr. R. Lonnie Flipppo and to twelve persons who apparently made excessive cash contributions to the Committee to Elect Ronnie G. Flipppo. We have numbered all of the matters raised in these letters and in the present one MUR 527(78).

Sincerely,

William C. Oldaker
General Counsel

Enclosures

72210131200



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

April 26, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. R. Lonnie Flippo
Treasurer
Committee to Elect Ronnie G. Flippo
Route 8, Box 172
Florence, Alabama 35630

Re: MUR 527(78)

Dear Mr. Flippo,

This letter is to inform you that the Federal Election Commission has found reason to believe that the Committee to Elect Ronnie G. Flippo has violated the Federal Election Campaign Act of 1971, as amended ("the Act"). Specifically, the Commission has found reason to believe that your Committee has violated 2 U.S.C. §441a(f) by having knowingly accepted contributions from yourself in excess of the \$1000 per election limitation of 2 U.S.C. 441a(a)(1)(A). These contributions took the forms your apparent endorsement or guarantee of loans in the amounts of \$33,000 and \$10,000 obtained by the Committee from the Shoals National Bank of Florence, of a \$5000 loan made to the candidate and through him to the Committee, and of your endorsement of a \$30,000 loan initially obtained by the candidate from the First National Bank of Birmingham and then used to make a loan of that sum to the Committee.

The Commission has also found reason to believe that you as an individual are in violation of 2 U.S.C. §441a(a)(1)(A) by having made and endorsed or guaranteed loans to the candidate and to the Committee in excess of \$1000 per election, and of 2 U.S.C. §441g by having made cash contributions to the Committee in excess of \$100 per campaign.



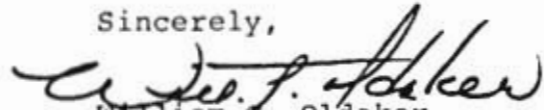
72710154901

Under the Act you and the Committee have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. §437g(a)(4). Please submit any information in addition to that already submitted to the Audit Division of this Commission which you believe would be useful in the Commission's consideration of these matters. Where appropriate, statements or explanations should be made under oath. -We specifically request a copy of the back of the promissory note involved in the \$30,000 loan extended to Mr. Ronnie G. Flipppo by the First National Bank of Birmingham on April 20, 1976.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.

This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,


William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flipppo

Charles N. Steele
Associate General Counsel

7 7 7 1 0 1 5 4 9 0 3

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

MUR 527 (78)

Committee to Elect Ronnie G. Flipppo
Mr. Ronnie Gene Flipppo
Mr. R. Lonnie Flipppo
Mr. James R. Box
Mr. E. L. Culver
Mr. Edward Estes
Mrs. Yvonne Flipppo
Mr. Ellis Haddock
Mr. Lawrence Goins
Mr. Bobby Griffin, Jr.
Mr. David C. Ladner
Mr. William H. Martin, Jr.
Mr. Tom Thrasher

CERTIFICATION

I, Marjorie W. Emmons, Secretary to the Federal Election Commission, do hereby certify that on April 24, 1978, the Commission approved without objection the recommendations in the First General Counsel's Report dated April 20, 1978, in the above-captioned matter as follows:

1. Find reason to believe that the Committee to Elect Ronnie G. Flipppo is in violation of 2 U.S.C. §441a(f) by having knowingly accepted contributions from Mr. R. Lonnie Flipppo in excess of \$1000 per election.
2. Find reason to believe that Mr. R. Lonnie Flipppo is in violation of 2 U.S.C. §441a(a)(1)(A) by having made contributions to the candidate and to the Committee in excess of \$1000 per election and of 2 U.S.C. §441g by having made cash contributions to the Committee in excess of \$100 per campaign.

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3. Find reason to believe that Mr. Ronnie G. Flippo is in violation of 2 U.S.C. §441a(f) by having knowingly accepted contributions from R. Lonnie Flippo in excess of \$1000 per election.
4. Find reason to believe that Mr. James R. Box, Mr. E. L. Culver, Mr. Edward Estes, Mrs. Yvonne Flippo, Mr. Ellis Haddock, Mr. Lawrence Goins, Mr. Bobby Griffin, Jr., Mr. David C. Ladner, Mr. William H. Martins, Jr., Mr. Howard Roberts and Mr. Tom Thrasher are in violation of 2 U.S.C. §441g by having made cash contributions to the Committee in excess of \$100 per campaign.
5. Send the letters attached to the First General Counsel's Report.

Date:

4-25-78

Marjorie W. Emmons

Marjorie W. Emmons
Secretary to the Commission

Report dated:

4-20-78

Received in Office of Commission Secretary: 4-20-78, 3:48

Circulated on 24 hour no-objection basis: 4-21-78, 11:00

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FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

APRIL 24, 1978

MEMORANDUM TO: CHARLES STEELE
FROM: MARJORIE EMMONS *MJE*
RE: GENERAL COUNSEL REPORTS ON COMPLIANCE MATTERS

At 11:00 a.m. on Friday, April 21, 1978, the Office of the Commission Secretary circulated the General Counsel's Reports on the following MURS to the Commission:

MUR 495

MUR 553

MUR 536

MUR 527

These documents were circulated on a no-objection basis, and at noon on April 24, 1978, our office has received no objections to the recommendations contained in the above-named reports

7001011905

April 20, 1978

MEMORANDUM TO: Marge Emmons
FROM: Elissa T. Garr
SUBJECT: MUR 527

Please have the attached 7 day report on MUR 527 distributed to the Commission on a 24 hour no-objection basis.

Thank you.

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FEDERAL ELECTION COMMISSION
1325 K Street, N.W.
Washington, D.C. 20463

FIRST GENERAL COUNSEL REPORT

DATE AND TIME OF TRANSMITTAL APR 20 1973
BY OGC TO THE COMMISSION

MUR 527 (78)

STAFF MEMBER Weissenborn

COMPLAINANT'S NAMES: Internally generated-Audit (See Attachment 1)

RESPONDENTS' NAMES: Committee to Elect Ronnie G. Flipppo
Mr. Ronnie Gene Flipppo
Mr. R. Lonnie Flipppo
Mr. James R. Box
Mr. E.L. Culver
Mr. Edward Estes
Mrs. Yvonne Flipppo
Mr. Ellis Haddock
Mr. Lawrence Goins
Mr. Bobby Griffin, Jr.
Mr. David C. Ladner
Mr. William H. Martin, Jr.
Mr. Tom Thrasher

RELEVANT STATUTES: 2 U.S.C. §441a(a)(1)(A) and §441a(f)
2 U.S.C. §441g

INTERNAL RECORDS CHECKED: Audit Report
Audit Records

SUMMARY OF ALLEGATIONS

During the Audit Division's review of the records kept by The Committee to Elect Ronnie G. Flipppo ("the Committee"), information was obtained which led the auditors to believe that the Committee's treasurer, Mr. R. Lonnie Flipppo, had in effect made four loans to the Committee totaling \$78,000, thus placing him in apparent violation of 2 U.S.C. §441a(a)(1)(A) and the candidate and Committee in apparent violation of 2 U.S.C. §441a(f) as the result of their having made and knowingly accepted contributions in excess of the \$1000 per election limitation on individual contributions.

The auditors also discovered evidence of excessive contributions of currency in violation of 2 U.S.C. §441g.

PRELIMINARY LEGAL ANALYSIS

I. Loans

A. Loans from Shoals National Bank to the Committee

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During the 1976 campaign, which involved three elections, the Committee to Elect Ronnie G. Flipppo obtained four loans totaling \$78,000 plus interest. Two of these loans, in the amounts of \$33,000 and \$10,000, were obtained from the Shoals National Bank of Florence, Florence, Alabama, the first on March 18, 1976, and the second on April 19, 1976.

The first loan involved a 30-day promissory note which was signed "Committee to Elect Ronnie G. Flipppo; R. Lonnie Flipppo, Chairman." Two 30-day extension agreements pertaining to this loan were signed, one on April 17, 1976, and one on May 17, 1976; each of these latter agreements was signed "Maker: Committee to Elect Ronnie G. Flipppo (or Ronnie Flipppo); Dealer or Endorser: R. Lonnie Flipppo." The initial note quotes no interest rate on its face; however, the extension agreements each provide for interest at 8% per annum. (See Attachment II).

The second loan involved a 90-day promissory note which was signed "Committee to Elect Ronnie G. Flipppo; R. Lonnie Flipppo." (See Attachment III). No interest rate was specifically given on the face of the instrument. Both of these loans from the Shoals National Bank were repaid by July 22, 1976.

In his June 2, 1976, response to an inquiry made by the Office of the Clerk of the House of Representatives, the Committee treasurer stated that there had been no endorser of these two notes. (See Attachment IV). On June 16, 1977, the treasurer wrote to the Commission's Disclosure Division in answer to an inquiry, and this time stated that the candidate had personally endorsed the notes. (See Attachment V). However, during the audit of the Committee's records the treasurer stated that the candidate had signed nothing in connection with these notes, that the loans were made to the Committee, and that he, the treasurer, had signed in his official capacity.

2 U.S.C. §441a(a)(1)(A) limits contributions from individuals to \$1000 per election. 2 U.S.C. §431(e)(5)(G) provides that a loan of money made by a national or a State bank in accordance with applicable banking law and in the ordinary course of business is not a "contribution by that institution, but rather is to be considered a loan and thus a contribution by each endorser or guarantor."

Here the Committee treasurer signed both of the promissory notes and the two 30-day extension agreements pertaining to the first of the two loans. He states that he signed in his capacity as treasurer. This capacity is shown on the face of the first promissory note, but not on the extension agreements nor on the second promissory note. The extension agreements in fact show his signature after the printed words "Dealer or Endorser". As a result of the manner in which the treasurer's name appears on these notes and agreements and of the differing responses which he has given to inquiries from the Office of the Clerk of the House of Representatives and from the Commission, questions remain as to his actual relationship to the loans involved. It is possible that the bank looked to the treasurer as the guarantor of these loans, thus placing him in violation of 2 U.S.C. §441a(a)(1)

(A) and the Committee in violation of 2 U.S.C. §441a(f).^{1/}

B. Loan from the Treasurer to the Candidate

A third loan, obtained by the Committee on April 12, 1976, was for \$5000 and apparently consisted of a loan made by the treasurer to the candidate who in turn loaned the money to the Committee. A promissory note was signed by the candidate as to his loan from the treasurer. (See Attachment VI). The Committee had repaid this loan by October 22, 1976.

The promissory note concerning the treasurer's \$5000 loan to the candidate contains no indication on its face that the purpose of the loan was to meet campaign expenses; however, on the same day that the loan was made by the treasurer to the candidate (April 12, 1976) the candidate made a loan of an identical amount to the Committee. There is, therefore, reason to believe that the loan from the treasurer to the candidate was intended for campaign purposes and for the use of the Committee. The treasurer would thereby have exceeded the limitations of 2 U.S.C. §441a(a)(1)(A) and the candidate and the Committee would be in violation of §441a(f) for having knowingly accepted this contribution.

C. Loan from the Candidate to the Committee

The fourth loan in question, in the sum of \$30,000, was obtained on April 20, 1976, and was ostensibly made by the candidate to the Committee. According to the 60-day promissory note submitted by the Committee (see Attachment VII), the candidate borrowed the money from the First National Bank of Birmingham at 7½% interest. The treasurer has informed the auditors that he endorsed this note, although the copy of the note submitted to the Commission does not show a specific endorsement. The loan was later transferred to the Shoals National Bank, an affiliate of the First National Bank of Birmingham, and was repaid by October 22, 1976.

The endorsement of the note by the Treasurer would amount to a contribution in excess of the limitations of 2 U.S.C. §441a(a)(1)(A) and knowing acceptance of the contribution would be a violation of 2 U.S.C. §441a(f) by the candidate and the committee.

^{1/} If it is found that the treasurer was not in fact a guarantor or an endorser of these notes and agreements, it is possible that violations of 2 U.S.C. §441b(a) exist on the parts of the Committee and the Shoals National Bank of Florence. 2 U.S.C. §431(e)(5)(G) states that national and State banks may grant loans to candidates and committees provided that these loans are made in accordance with applicable banking law and in the ordinary course of business. Otherwise such loans are in violation of 2 U.S.C. §441b(a) which prohibits contributions from such banks. The present situation involves unsecured loans granted at times when the Committee was in a deficit position and for which an interest rate of only 8% was charged.

II. Cash Contributions

During their examination of Committee records, the auditors also discovered nine instances where contributors made single cash contributions in excess of \$100 and three instances where contributors made more than one cash contribution which totaled in excess of \$100. All of these twelve instances involved violations of 2 U.S.C. §441g which limits cash contributions to \$100 for an entire campaign. The contributors involved are Mr. James R. Box, Mr. E.L. Culver, Mr. Edward Estes, Mr. R. Lonnie Flippo, Mrs. Yvonne Flippo, Mr. Ellis Haddock, Mr. Lawrence Goins, Mr. Bobby Griffin, Jr., Mr. David C. Ladner, Mr. William H. Martins, Jr., Mr. Howard Roberts and Mr. Tom Thrasher.

RECOMMENDATIONS

1. Find reason to believe that the Committee to Elect Ronnie G. Flippo is in violation of 2 U.S.C. §441a(f) by having knowingly accepted contributions from Mr. R. Lonnie Flippo in excess of \$1000 per election.
2. Find reason to believe that Mr. R. Lonnie Flippo is in violation of 2 U.S.C. §441a(a)(1)(A) by having made contributions to the candidate and to the Committee in excess of \$1000 per election and of 2 U.S.C. §441g by having made cash contributions to the Committee in excess of \$100 per campaign.
3. Find reason to believe that Mr. Ronnie G. Flippo is in violation of 2 U.S.C. §441a(f) by having knowingly accepted contributions from R. Lonnie Flippo in excess of \$1000 per election.
4. Find reason to believe that Mr. James R. Box, Mr. E.L. Culver, Mr. Edward Estes, Mrs. Yvonne Flippo, Mr. Ellis Haddock, Mr. Lawrence Goins, Mr. Bobby Griffin, Jr., Mr. David C. Ladner, Mr. William H. Martins, Jr., Mr. Howard Roberts and Mr. Tom Thrasher are in violation of 2 U.S.C. §441g by having made cash contributions to the Committee in excess of \$100 per campaign.
5. Send attached letters.



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

January 31, 1978

MEMORANDUM

TO: BILL OLDAKER

THROUGH: ORLANDO B. POTTER *OB.P.*
STAFF DIRECTOR

FROM: *RK* BOB COSTA/RUSSELL BRUNER *RB*

SUBJECT: COMMITTEE TO ELECT RONNIE GENE FLIPPO

Our review of the Committee To Elect Ronnie Gene Flippo ("the Committee") disclosed several problems which we are referring to your office for review.

(1) Contribution Limitation

Section 441a(a)(1)(A) requires that no person shall make contributions to any candidate and his authorized political committees with respect to any election for Federal office, which in the aggregate, exceed \$1,000. Section 431(e)(1) defines a loan as a contribution, and Section 431(e)(5)(g)(ii) defines the endorser of the loan as the contributor.

During the campaign there were four (4) large loans made to the Committee. Two (2) loans were obtained by the Committee on March 18 and April 19, 1976, for \$33,000, and \$10,000 respectively, from the Shoals National Bank of Florence, Alabama. The other two (2) loans, made on April 12 and April 20, 1976, for \$5,000, and \$30,000, were itemized on the disclosure reports as loans to the Committee from the Candidate, Ronnie Flippo.

Copies of the first two loan agreements were presented to us during the audit. (See Attachment 1 and 2). The only person who signed the loan agreements was the Treasurer, R. Lonnie Flippo, the Candidate's cousin. The Committee's disclosure reports itemized the Shoals National Bank as the source of the loans. The Office of the Clerk, U.S. House of Representatives, requested additional information as to the endorsers of the loans on May 17, 1976. In a reply dated June 2, 1976, the Treasurer wrote that the loans were made to the Committee, signed by himself, and that there were no endorsers. (See Attachments 3 and 4).



In 1977 a request was made by the Commission's Disclosure Division for more information concerning the same two loans. The Treasurer replied in a letter dated June 16, 1977, that the Candidate, Ronnie G. Flippo, personally endorsed these two loans, and the other loans made to the Committee. (See Attachment 5).

During the audit, the Treasurer stated that the Candidate had signed nothing in connection with the first two loans. The Treasurer stated that the bank made the two loans to the Committee, and he signed the agreements because he was Treasurer of the Committee. We explained to the Treasurer that it would be an unusual business practice for a bank to loan money to a political committee without some individual being liable for the loan. The Treasurer responded that there was a verbal understanding with the bank that the Candidate would assume liability for the loans. He went on to say that he had close personal friends at the bank, including the President of the bank. The Treasurer also mentioned that at one time he was a stockholder in the bank. He also stated that the President of the bank knew that he, the Candidate, and his supporters would make sure that the loans were repaid.

We asked the Treasurer about the source of the \$5,000 loan made on April 12, 1976, from the Candidate to the Committee. He stated that he had loaned the money to the Candidate, prior to the Candidate loaning the money to the Committee. According to the Treasurer there was a signed agreement between himself and the Candidate concerning this loan, but he did not have this agreement on hand at the time of the audit. We requested that the Committee provide us with a copy of this loan agreement, but to date we have not received the information. The Treasurer stated that there was no agreement signed between the Candidate and the Committee. We mentioned to the Treasurer that the loaning of money to the Candidate, who in turn loaned the money to the Committee, could be considered a way of circumventing the law. The Treasurer replied, "between you and me" that is exactly what happened.

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-3-

We asked the Treasurer about the fourth loan for \$30,000 made on April 20, 1976, from the Candidate to the Committee. The Treasurer stated that the Candidate had borrowed the money from the First of Birmingham Bank, Birmingham, Alabama, but that he, rather than the Candidate, endorsed the loan. Although we requested to see the loan agreement, a copy was not available at the time of the audit. We requested the Treasurer to provide us with a copy of the loan agreement but to date have not received it. The Treasurer stated that there was no agreement signed between the Candidate and the Committee. The Shoals National Bank and the First of Birmingham Bank are affiliated, and the loan was later transferred after September 7, 1976 to the Shoals National Bank. After the transfer, all loan repayments by the Committee were made directly to the Shoals National Bank.

In our letter to the Committee, notifying them of our audit findings and recommendations, we will again request copies of the agreements for the \$5,000 and \$30,000 loan.

The Committee records indicate the financial position of the Committee on March 17, 1976, the day before the initial loan from the Shoals National Bank for \$33,000 was as follows:

| | |
|--|----------------------|
| Receipts received from the Committee's inception on February 23, 1976, to March 17, 1976 | \$ 4,473.00 |
| Expenditures that had cleared the bank account from February 23, 1976 to March 17, 1976 | \$(835.00) |
| Outstanding checks as of March 17, 1976 | <u>\$(12,175.00)</u> |
| Deficit position of the Committee as of March 17, 1976. | <u>\$(8,537.00)</u> |

On April 19, 1976, the date of the additional loan from the Shoals National Bank in the amount of \$10,000, the Committee had cash-on-hand of \$1,523.96, and outstanding liabilities of \$38,000.

-4-

Based on general discussions with the Treasurer during the audit, it is our opinion that the Treasurer is a much wealthier man than the Candidate. Taking this into consideration and the financial position of the Committee at the time the loans were made, as a reasonable business practice, the Shoals National Bank and the First of Birmingham Bank would not have made loans to the Committee unless the Treasurer accepted liability. It is our contention that the four loans totaling \$78,000 were from the Treasurer and not the Candidate.

We are including the following additional information for your consideration. Per the Committee records, the loans from Shoals National Bank were repaid by July 22, 1976, and the loans itemized on the disclosure reports from the Candidate, were repaid by the Committee by October 22, 1976. It also appears from the Committee records, that the Treasurer made additional contributions of \$2,420. However, the Treasurer stated that he collected some of the \$2,420 from other people and turned it over to the Committee, but just his name was recorded on the deposit slips. We requested additional information concerning the other contributors, but to date we have not received the information. The Candidate ran in three elections, a Primary on May 4, 1976, a Runoff on May 25, 1976, and the General on November 2, 1976.

(2) Recordkeeping Requirements and Excessive Cash Contributions

Section 432(c)(1) and (2) requires the treasurer of a political committee to keep a detailed and exact account of all contributions made to or for such committee, and the identification of every person making a contribution in excess of \$50, and the date and the amount of the contribution.

Another problem found during the audit was unexplained bank deposits. The Committee generally recorded the contributor's name, address, and amount of the contribution on their bank deposits. However, there were no explanations in the Committee's bank records regarding the contributors for 32 deposits totaling \$22,492.11. Of that total, \$9,586.65 were in currency deposits. There are 47 persons itemized on the disclosure reports as contributing \$7,979.81 for which no record of the contribution exists in the Committee's bank deposits. It could be assumed that some of the contributors mentioned above are part of the unexplained bank deposits. The deposits without any explanation as to the contributors are as follows:

-5-

| <u>Date of Deposit</u> | <u>Amount of Unexplained Deposit</u> | <u>Amount of Deposit in Currency</u> |
|------------------------|--|--|
| March 18, 1976 | \$ 2,100.00 | \$1,000.00 |
| March 19, 1976 | 300.00 | 300.00 |
| March 22, 1976 | 10.00 | 10.00 |
| March 31, 1976 | 1,405.00 | -0- |
| April 5, 1976 | 1,450.00 | -0- |
| April 5, 1976 | 913.15 | 913.15 |
| April 7, 1976 | 100.00 | 100.00 |
| April 8, 1976 | 36.00 | 36.00 |
| April 12, 1976 | 300.00 | -0- |
| April 13, 1976 | 200.00 | 200.00 |
| April 15, 1976 | 10.00 | 10.00 |
| April 21, 1976 | 1,900.00 | 1,900.00 |
| April 28, 1976 | 2,167.00 | 2,167.00 |
| May 3, 1976 | 35.00 | 35.00 |
| May 7, 1976 | 100.00 | 100.00 |
| May 10, 1976 | 200.00 | -0- |
| May 12, 1976 | 65.00 | 65.00 |
| May 19, 1976 | 5.00 | 5.00 |
| May 21, 1976 | 118.00 | 118.00 |
| May 24, 1976 | 200.00 | 200.00 |
| May 24, 1976 | 30.00 | 30.00 |
| May 24, 1976 | \$ 12.00 | \$ 12.00 |

-6-

| <u>Date of Deposit</u> | <u>Amount of Unexplained Deposit</u> | <u>Amount of Deposit in Currency</u> |
|------------------------|--|--|
| May 26, 1976 | 240.00 | 240.00 |
| June 8, 1976 | 7.50 | 7.50 |
| June 15, 1976 | 705.00 | 705.00 |
| June 24, 1976 | 200.00 | -0- |
| July 22, 1976 | 535.00 | -0- |
| August 3, 1976 | 4,005.64 | 700.00 |
| August 12, 1976 | 73.00 | 73.00 |
| September 1, 1976 | 4,239.82 | -0- |
| October 13, 1976 | 760.00 | 760.00 |
| November 12, 1976 | 70.00 | -0- |
| Totals | 22,492.11 | 9,586.65 |

Due to the number of unexplained bank deposits, it appears that the Committee did not comply with the recordkeeping requirements of Section 432(c)(1) and (2) and could have excessive currency contributions limited by Section 441g. A memorandum was previously sent to your office concerning other apparent excessive currency contributions where the contributors were identified from the Committee records (see Attachment 6).

We recommend that you consider the matters discussed above as possible MURS.

Should you have any questions, please contact Russ Bruner or Jim Nycum on extension 3-4155.

Attachments as stated

Florence, Ala.

19

\$33,000.00

30 Days

For value received,

jointly and severally promise to pay to

SHOALS NATIONAL BANK OF FLORENCE

or order
DOLLARS.

negotiable and payable without offset at Shoals National Bank of Florence, Alabama, having deposited with said Bank, to be held by it, or should it re-discount or assign the same, its assets, as collateral security for the payment of this note and any other sum we may owe the payee before this note is paid the following collateral or such as may hereafter be substituted in lieu thereof, or any other collateral held on any other note by the present or any future holder hereof:

and _____ hereby give the holder hereof full power and authority to sell, transfer, or collect at _____ expense all or any portion thereof at any place, either in the City of Florence or elsewhere, at public or private sale at _____ on the _____ of _____ on non-performance of above promise, and at any time thereafter, without advertising the same, or otherwise giving like due notice. Subject to call for additional collateral security, and in case of failure or refusal to respond to such call, the holder may sell the collateral pledged in the manner hereinbefore indicated. In case of public sale, the holder may purchase without being liable to account for more than the net proceeds of such sale. We, the maker or makers, endorser or endorser, of this note hereby waive protest, presentation, demand, and notice of dishonor of the same and we also hereby waive all rights of exemption under the Constitution and laws of Alabama or any other State or of the United States. We also agree to pay all costs of collection, including a reasonable attorney's fee in case of non-payment at maturity.

Address

Signature

Address

Signature

EXTENSION AGREEMENT

Florence, Alabama

4-17-1976

The undersigned parties, being the makers and holders of the attached promissory note, dated 3-18-76, in the original principal amount of \$33,000.00, both of whom sign this agreement in acceptance of the terms of the extension granted, subject to an earlier maturity for breach of any conditions that might be contained in the Mortgage or Security Agreement, securing payment of said indebtedness, agree to the schedule of payment on the attached note being revised to read as follows:

Principal amount \$33,000.00
Maturity extended 30 days

It is further understood and agreed by the makers that the attached note and payments as set out above will bear interest from the Maturity Date of this extension at the rate of 8 percent per annum. Interest due and payable at the time the principal payments are to be made.

It is also further agreed, and understood by the maker that all conditions and obligations of the said note, Mortgage or Security Agreement securing payment of said indebtedness or any financial agreements made in connection with this Original Note by any of the parties hereto will remain in full force and effect and that any property that might have been conveyed by said Mortgage or Security Agreement securing said indebtedness is legally owned by the undersigned makers.

Shoals National Bank of Florence
FLORENCE, ALABAMA

Committee to Ellet R. Higgs
MAKER

EXTENSION AGREEMENT

Florence, Alabama

5-17-1976

The undersigned parties, being the makers and holders of the attached promissory note, dated 3-18-76, in the original principal amount of \$33,000.00, both of whom sign this agreement in acceptance of the terms of the extension granted, subject to an earlier maturity for breach of any conditions that might be contained in the Mortgage or Security Agreement, securing payment of said indebtedness, agree to the schedule of payment on the attached note being revised to read as follows:

Principal amount \$33,000.00
Maturity extended 30 days

It is further understood and agreed by the makers that the attached note and payments as set out above will bear interest from the Maturity Date of this extension at the rate of 8 percent per annum. Interest due and payable at the time the principal payments are to be made.

It is also further agreed, and understood by the maker that all conditions and obligations of the said note, Mortgage or Security Agreement securing payment of said indebtedness or any financial agreements made in connection with this Original Note by any of the parties hereto will remain in full force and effect and that any property that might have been conveyed by said Mortgage or Security Agreement securing said indebtedness is legally owned by the undersigned makers.

Shoals National Bank of Florence
FLORENCE, ALABAMA

Committee to Ellet R. Higgs
MAKER
R. L. Higgs
DEALER OR ENDORSE

BY

HOLDER



\$10,000.00 FIRST

For value received,

Florence, Ala.,

4-19

1970

jointly and severally promise to pay to

SHOALS NATIONAL BANK OF FLORENCE

of order
DOLLARS.

Five thousand and no/100ths

receivable and payable without effect at Shoals National Bank of Florence, Alabama, paying deposited with said Bank, to be held by it, or should it be sold or assigned, as collateral security for the payment of this note and any other sum we may owe the payee before this note is paid the following collateral or such as may hereafter be substituted in lieu thereof, or any other collateral held on any other note by the present or any future holder hereof:

hereby give to the holder of this note full power, authority to sell, transfer, or collect at _____ expense

of or any portion thereof at any place, either in the City of Florence or elsewhere, or otherwise, either by due notice. Subject to call for additional collateral security, and in case of failure or refusal to respond to such call, the holder may sell the collateral pledged in the manner herebefore indicated in case of public sale, the holder may purchase without obligation to account for more than the net proceeds of such sale. We, the maker of this note, do hereby agree to indemnify the holder of this note from and against all costs and expenses of collection, including a reasonable attorney's fee in case of non-payment at maturity.

Box 1221

Address

Leona Rogers

Signature

Leona Rogers

CASH, 10 CENTS, 6. FLORENCE

REGISTERED

JUN 3 1976

June 2, 1976

Office of the Clerk
U. S. House of Representatives
Washington, DC 20515

I.D. #056201

Gentlemen:

Your letter of May 17, 1976 to this committee indicates that we omitted the names of the endorsers of the \$10,000.00 loan to that committee as shown on our ten-day pre-primary report of receipts and expenditures filed in your office.

This loan was made by the Shoals National Bank of Florence, Alabama to this committee and was signed by myself, R. Lonnie Flippo, as Treasurer of the committee. There were no endorsers of this loan.

We ask that this letter be made a part of our file and that our ten-day pre-primary report be considered as complete.

Sincerely,

COMMITTEE TO ELECT RONNIE FLIPPO

R. Lonnie Flippo
R. Lonnie Flippo
Treasurer

RLP:mjw

7 9 0 1 0 1 5 4 9 2 0

77 JUN 23 1977
P.O. Box 339
Florence, AL 35630

June 16, 1977

JUN 16 1977
REGISTRATION

Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

AL0508

Attn: Mr. Robert Pease

Dear Mr. Pease:

This letter is to confirm that the candidate, Ronnie G. Flippo, personally endorsed the following loans, as he did all loans, to the Committee to Elect Ronnie G. Flippo.

| | |
|--------------|----------|
| March 9 - 31 | \$33,000 |
| April 1 - 19 | \$10,000 |

Sincerely,

R. Lonnie Flippo
R. Lonnie Flippo,
Treasurer

RLF/bwp

70040154921

\$5000.00

PROMISSORY NOTE

Florence, Alabama

April 12, 1976

FOR VALUE RECEIVED, the undersigned promises to pay to the order of R. LONNIE FLIPPO the principal sum of FIVE THOUSAND AND NO/100 (\$5000.00) DOLLARS, with interest from date at the rate of nine (9%) per cent per annum on the unpaid balance until paid; the principal and interest being payable in current legal tender money of the United States of America on July 12, 1976.

All parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally waives as to this debt, all right of exemptions under the Constitution and Laws of Alabama, or any other State, as to personal property and each severally agrees to pay all costs of collecting or attempting to collect or secure the note, including an attorney's fee, whether the same be collected or secured by suit, or otherwise; and the maker, endorser, surety or guarantor of this note severally waive demand, presentment, protest, notice of protest and all other requirements necessary to hold them. In case of failure to pay any of the installments on the date the same falls due, all of the installments, whether due or not, shall become immediately due and payable.

Ronnie G. Flippo
RONNIE G. FLIPPO

ATTEST:

Marsha Whitley

Ad in full
ALL

79010154922

BIRMINGHAM, ALA.

1976

\$30,000

ATTACHMENT
VII

For value received, 60 days after date, the undersigned (if more than one, jointly and severally) promise(s) to pay to the order of THE FIRST NATIONAL BANK OF BIRMINGHAM, at The First National Bank of Birmingham, Birmingham, Alabama,

Twenty Thousand and no/100 - - - - - Dollars

with interest from maturity at the rate of 7 1/2% per annum until paid.

Each of the parties to this instrument, whether maker, endorser, surety or guarantor, hereby severally (a) waives as to this debt or any renewal thereof any rights of exemption under the Constitution or laws of Alabama or any other state as to personal property; (b) agrees to pay all costs of collecting or securing or attempting to collect or secure this note, including a reasonable attorney's fee, provided, however, that if this note is subject to the Alabama Consumer Credit Act (Act No. 2052 of the 1971 Regular Session of the Alabama Legislature), the recovery of attorney's fees shall be limited as provided in said act; (c) waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold him; (d) agrees that time of payment may be extended or renewal note taken or other indulgence granted without notice of or consent to such action, without release of liability as to any party to this instrument; and (e) acknowledges receipt of a duplicate copy of this note. The Bank at which this note is payable is hereby authorized to apply, on or after maturity, to the payment of this debt, any funds or credit held by said bank, on deposit, in trust, or otherwise, for account of the maker, endorser, surety, guarantor, or any of them, but shall not be required to make such application unless it shall so elect, nor be liable for any failure or omission in respect thereof. In the event of death of, insolvency of, general assignment by, judgment against, filing of petition in bankruptcy by or against, filing of application in any court for receiver for, or issuance of writ of garnishment or attachment in a suit or action against any party liable hereon or against any of the assets of any such party liable hereon, whether maker, endorser, surety or guarantor, or on the happening of any one or more of said events, the indebtedness evidenced hereby shall immediately become due and payable with interest to date or if interest has been prepaid, with unearned interest credited, unless the holder shall on notice of such event elect to waive such acceleration by written notation hereon.

CAUTION-IT IS IMPORTANT THAT YOU THOROUGHLY
READ THIS CONTRACT BEFORE YOU SIGN IT

115484

No. _____

Due 6-21-76 (61 days)

FORM 00-77-30-M-88-C-2-72

Endorsed

Ronnie G. Flippo (SEAL)

1008 Florence Blvd (SEAL)

Florence, Ala 35230

RONNIE G. FLIPPO

END



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. R. Lonnie Flippo
Treasurer
Committee to Elect Ronnie G. Flippo
Route 8, Box 172
Florence, Alabama 35630

Re: MUR 527(78)

Dear Mr. Flippo,

This letter is to inform you that the Federal Election Commission has found reason to believe that the Committee to Elect Ronnie G. Flippo has violated the Federal Election Campaign Act of 1971, as amended ("the Act"). Specifically, the Commission has found reason to believe that your Committee has violated 2 U.S.C. §441a(f) by having knowingly accepted contributions from yourself in excess of the \$1000 per election limitation of 2 U.S.C. 441a(a)(1)(A). These contributions took the forms your apparent endorsement or guarantee of loans in the amounts of \$33,000 and \$10,000 obtained by the Committee from the Shoals National Bank of Florence, of a \$5000 loan made to the candidate and through him to the Committee, and of your endorsement of a \$30,000 loan initially obtained by the candidate from the First National Bank of Birmingham and then used to make a loan of that sum to the Committee.

The Commission has also found reason to believe that you as an individual are in violation of 2 U.S.C. §441a(a)(1)(A) by having made and endorsed or guaranteed loans to the candidate and to the Committee in excess of \$1000 per election, and of 2 U.S.C. §441g by having made cash contributions to the Committee in excess of \$100 per campaign.





FEDERAL ELECTION COMMISSION

1325 K STREET NW
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

The Honorable Ronnie G. Flipppo
U.S. House of Representatives
Cannon House Office Building
Washington, D.C.

Re: MUR 527(78)

Dear Mr. Flipppo:

This letter is to inform you that the Federal Election Commission has found reason to believe that you have violated the Federal Election Campaign Act of 1971, as amended ("the Act"). Specifically, the Commission has found reason to believe that you violated 2 U.S.C. §441a(f) by accepting contributions from R. Lonnie Flipppo in the forms of a loan of \$5000 and the endorsement of a loan of \$30,000 obtained from the First National Bank of Birmingham, sums which are in excess of the \$1000 per election limitation for contributions from individuals.

Under the Act you have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. §437g(a)(4). Please submit any information which you believe would be useful in the Commission's consideration of these matters. Where appropriate, statements or explanations should be made under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.



This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Enclosed are letters sent to Mr. R. Lonnie Flipppo and to twelve persons who apparently made excessive cash contributions to the Committee to Elect Ronnie G. Flipppo. We have numbered all of the matters raised in these letters and in the present one MUR 527(78).

Sincerely,

William C. Oldaker
General Counsel

Enclosures

72010154925

BEFORE THE FEDERAL ELECTION COMMISSION

April 17, 1978

In the Matter of)
)
) MUR 527 (78)
Committee to Elect Ronnie G.)
Flippo)

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on April , 1978, the Commission agreed to accept the recommendations of the General Counsel to take the following actions in the above-captioned matter:

1. Find reason to believe that the Committee to Elect Ronnie G. Flippo is in violation of 2 U.S.C. §441a (f) by having knowingly accepted contributions from Mr. R. Lonnie Flippo in excess of \$1000 per election.
2. Find reason to believe that Mr. R. Lonnie Flippo is in violation of 2 U.S.C. §441a(a)(1)(A) by having made contributions to the candidate and to the Committee in excess of \$1000 per election and of 2 U.S.C. §441g by having made cash contributions to the Committee in excess of \$100 per campaign.
3. Find reason to believe that Mr. Ronnie G. Flippo is in violation of 2 U.S.C. §441a(f) by having knowingly accepted contributions from R. Lonnie Flippo in excess of \$1000 per election.
4. Find reason to believe that Mr. James R. Box, Mr. E.L. Culver, Mr. Edward Estes, Mrs. Yvonne Flippo, Mr. Ellis Haddock, Mr. Lawrence Goins, Mr. Bobby Griffin, Jr., Mr. David C. Ladner, Mr. William H. Martins, Jr., Mr. Howard Roberts and Mr. Tom Thrasher are in violation of 2 U.S.C. §441g by having made cash contributions to the Committee in excess of \$100 per campaign.
5. Send attached letters.

77010134927



FEDERAL ELECTION COMMISSION

1125 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. R. Lonnie Flipppo
Treasurer, Committee to Elect
Ronnie G. Flipppo
Route 8, Box 172
Florence, Alabama 35630

Re: MUR 527(78)

Dear Mr. Flipppo,

This letter is to inform you that the Federal Election Commission has found reason to believe that the Committee to Elect Ronnie G. Flipppo has violated the Federal Election Campaign Act of 1971, as amended ("the Act"). Specifically, the Commission has found reason to believe that your Committee has violated 2 U.S.C. §441b(a) by having accepted contributions from the Shoals National Bank of Florence in the form of loans not made in the ordinary course of business and 2 U.S.C. §441a(f) by having knowingly accepted contributions from yourself in excess of the \$1000 per election limitation of Section 441a(a)(1)(A). These last contributions involve your apparent endorsement or guarantee of loans in the amounts of \$33,000 and \$10,000 obtained by your Committee from the Shoals National Bank of Florence, your apparent \$5000 loan to the Committee made via the candidate, and your endorsement of a \$30,000 loan initially obtained by the candidate from the First National Bank of Birmingham and then used to make a loan of that sum to the Committee.

The Commission has also found reason to believe that you as an individual are in violation of 2 U.S.C.



\$441a(a)(1)(A) by having made and endorsed or guaranteed loans to the candidate and to the Committee in excess of \$1000 per election, and of 2 U.S.C. §441g by having made cash contributions to the Committee in excess of \$100 per campaign.

Under the Act the Committee and you have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. §437g(a)(4). Please submit any information in addition to that already submitted to the Audit Division of the Federal Election Commission which you believe would be useful in the Commission's consideration of these matters. Where appropriate, statements or explanations should be made under oath. We specifically request a copy of the back of the promissory note involved in the \$30,000 loan extended to Mr. Ronnie Gene Flippo by the First National Bank of Birmingham on April 20, 1976.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.

This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,

William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flippo

7 9 2 9



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

The Honorable Ronnie G. Flipppo
U.S. House of Representatives
Cannon House Office Building
Washington, D.C.

Re: MUR 527 (78)

Dear Mr. Flipppo:

This letter is to inform you that the Federal Election Commission has found reason to believe that you have violated the Federal Election Campaign Act of 1971, as amended ("the Act"). Specifically, the Commission has found reason to believe that you violated 2 U.S.C. §441a(f) by accepting contributions from R. Lonnie Flipppo in the forms of a loan of \$5000 and the endorsement of a loan of \$30,000 obtained from the First National Bank of Birmingham, sums which are in excess of the \$1000 per election limitation for contributions from individuals. Your failure to report these contributions constitutes an apparent violation of 2 U.S.C. §434(b)(2).

Under the Act you have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. §437g(a)(4). Please submit any information which you believe would be useful in the Commission's consideration of these matters. Where appropriate, statements or explanations should be made under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.



70710154930

This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Enclosed are letters sent to Mr. R. Lonnie Flippo, to the Shoals National Bank of Florence and to thirteen persons who apparently made excessive cash contributions to the Committee to Elect Ronnie G. Flippo. We have numbered all of the matters raised in these letters and the present one MUR 527(78).

Sincerely,

William C. Oldaker
General Counsel

70000134931



FEDERAL ELECTION COMMISSION

1125 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

The President
Shoals National Bank of Florence
P.O. Box 400
Florence, Alabama

Re: MUR 527(78)

Dear Sir:

This letter is to inform you that the Federal Election Commission has found reason to believe that the Shoals National Bank of Florence has violated the Federal Election Campaign Act of 1971, as amended ("the Act"). Specifically, the Commission has found reason to believe that the Bank violated 2 U.S.C. §441b(a) by making contributions to the Committee to Elect Ronnie G. Flipppo in the form of loans of \$33,000 and \$10,000 which were not granted in the ordinary course of business and which thus do not meet the criteria of 2 U.S.C. §431(3)(5)(G). We have numbered these matters MUR 527.

Under the Act you have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. §437g(a)(4). Please submit any information which you believe would be useful in the Commission's consideration of these matters. Where appropriate, statements or explanations should be made under oath.

The Commission is under a duty to investigate these matters expeditiously. Therefore, your response should be submitted within ten days after receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.



This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely

William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flipppo

79010154933

Sample letter to be sent to twelve contributors of cash in excess of \$100.



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Re: MUR 527 (78)

Dear

This letter is to inform you that the Federal Election Commission has found reason to believe that you have violated the Federal Election Campaign Act of 1971, as amended ("the Act"), by having made (a) cash contribution(s) to the Committee to Elect Ronnie G. Flipppo in excess of the \$100 per campaign limitation set forth in 2 U.S.C. §441g.

Under the Act you have an opportunity to demonstrate why no further action should be taken against you. 2 U.S.C. §437g(a)(4). Please submit any information which you believe would be useful in the Commission's consideration of this matter. Where appropriate, statements or explanations should be made under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after receipt of this notification. If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4039.

This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public. If you intend to be represented by counsel in this matter, please have such



counsel so notify us in writing.

Sincerely,

William C. Oldaker
General Counsel

cc: The Honorable Ronnie G. Flippo

79040154933



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

April 3, 1978

MEMORANDUM TO: Marjorie Emmons
FROM: William C. Oldaker *Bill*
SUBJECT: Withdrawal of First General Counsel's
Report, MUR 527

Please withdraw from Commission consideration on
April 6, 1978, the First General Counsel's Report
submitted for MUR 527.
Thank you.



7 7 0 0 1 0 1 5 4 9 3 6



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

March 31, 1978

MEMORANDUM TO: CHARLES STEELE
FROM: MARJORIE W. EMMONS *mwe*
SUBJECT: OBJECTIONS

The following MURs circulated on a 24 hour no-objection
basis have received objections from Commissioner Tiernan:

MUR 525 (78) - 1st GC Report dated 3-30-78
MUR 527 (78) - 1st GC Report dated 3-30-78
MUR 530 (78) - 1st GC Report dated 3-30-78
MUR 536 (78) - 1st GC Report dated 3-30-78
MUR 541 (78) - 1st GC Report dated 3-30-78 re-circulated 3-31-78
MUR 551 (78) - 1st GC Report dated 3-30-78

These items have been placed on the Executive Session
Agenda for April 6, 1978

March 30, 1970

MEMORANDUM TO: Marge Emmons
FROM: Elissa T. Garr
SUBJECT: MUR 527

Please have the attached 7 day report on MUR 527 distributed to the Commission on a 24 hour no-objection basis.

Thank you.

7 2 7 1 2 1 5 1 9 3 3



FEDERAL ELECTION COMMISSION

1125 K STREET NW
WASHINGTON, D.C. 20463

December 9, 1977

MEMORANDUM

TO: Office of General Counsel
THROUGH: Orlando B. Potter
FROM: *RC* Bob Costa/Russ Bruner AB
SUBJECT: Cash Contributions Exceeding
\$100 Limit Per Election

During the audit of the Committee to Elect Ronnie Gene Flipppo, it was noted that ten individuals each gave one cash contribution as follows:

| <u>DATE OF CONTRIBUTION</u> | <u>AMOUNT</u> |
|-----------------------------|---------------|
| March 5, 1976 | \$ 502.00 |
| March 31, 1976 | \$ 500.00 |
| April 2, 1976 | \$ 150.00 |
| April 2, 1976 | \$ 450.00 |
| May 13, 1976 | \$ 300.00 |
| May 13, 1976 | \$ 102.00 |
| May 17, 1976 | \$ 500.00 |
| May 19, 1976 | \$ 150.00 |
| May 20, 1976 | \$ 500.00 |
| May 24, 1976 | \$1,000.00 |



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Three other individuals gave more than one contribution on the dates indicated below:

| <u>DATE OF CONTRIBUTION</u> | <u>AMOUNT OF EACH CONTRIBUTION</u> | <u>TOTAL AMOUNG PER CONTRIBUTOR</u> |
|-----------------------------|------------------------------------|-------------------------------------|
| March 16, 1976 | \$500.00 | |
| March 23, 1976 | \$ 20.00 | |
| April 2, 1976 | <u>\$400.00</u> | \$920.00 |
| April 1, 1976 | \$100.00 | |
| April 2, 1976 | \$150.00 | |
| April 28, 1976 | <u>\$150.00</u> | \$400.00 |
| May 13, 1976 | \$300.00 | |
| July 2, 1976 | <u>\$500.00</u> | \$800.00 |

The Committee stated that they were not familiar with the contribution limit under 2 U.S.C. 441g, and were not aware of Regulation 110.4(c)(2) requiring the prompt refund of the excess contributions. However, it appears that the Committee is in violation of the provisions of this Regulation.

Congressman Flipppo ran in three separate elections: Primary on May 4, 1976; Runoff on May 25, 1976; and General on November 2, 1976. The Committee did not liquidate the outstanding debt from the first two elections until October 22, 1976. None of the contributions were earmarked as to election or for liquidation of debt. The Committee had no debts as a result of the general election.

Regulation 110.1(a)(2)(i) requires that a contribution designated in writing for a particular election shall be applied to the election so designated, except that a contribution made after a primary election, and designated for that primary election, shall be made only to the extent that the contribution does not exceed net debts outstanding from the primary election. Regulation 110.1(a)(2)(ii)(A) and (B) requires that a contribution not designated in writing for a particular election be applied to the primary election if made on or before the date of the primary, and to the general election if made after the date of the primary.

Although the two Regulations mentioned above apply to the \$1,000 contribution limitation, the same principle might be applied in the case of the \$100 cash contribution limitation.

There are two main questions to resolve:

- (1) Can in excess of \$100 in cash be given at one time if designated for more than one election, given the dates and number of elections, and the dates of the contributions?
- (2) Can the Committee at this time allow the contributor to designate to which election his contribution should be applied?

If the answer to (1) is negative, the Committee and the contributors would appear to be in violation of the Act. However, if the answers to (1) and (2) are positive, we recommend that the contributors only be allowed to designate contributions made after the primary, to the primary election and the runoff election since no debts resulted from the general election, and contributions made after the runoff election be applied to the primary, runoff, and general election. All contributions made prior to the primary, since they are in violation of Regulation 110.4(c)(2), should be limited to \$100.

As you are aware, in the normal course of business in our letter to the Committee regarding audit findings we will request the Committee to refund the excess contributions. Therefore, we will withhold notification of our audit findings in writing until we receive further guidance on this matter from your office. Should you wish to make this matter a MUR, of course you would notify them of the MUR, and we would request refund of the excess and refer to the MUR in our letter regarding other audit findings.

72212134941

We will be forwarding an additional memo concerning other matters regarding this Committee which you may want to consider as possible MURs.

Should you have any questions, please contact Russ Bruner on extension 3-4155.

72210154942



FEDERAL ELECTION COMMISSION

1125 K STREET NW
WASHINGTON, D.C. 20461

THIS IS THE BEGINNING OF MUR # 527

Date Filmed 10/2/79 Camera No. --- 2

Cameraman bpc

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FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

79040160955

THE FOLLOWING MATERIAL IS BEING ADDED TO THE
PUBLIC FILE OF CLOSED MR. 527.





FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

October 3, 1979

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Tom Fowler
Baggett Transportation Company
2-32nd Avenue, South
Birmingham, Alabama 35202

Dear Mr. Fowler:

Pursuant to an understanding reached with your counsel, Carole L. Kuebler, concerning the resolution of MUR 527, you will find enclosed a revised conciliation agreement. You are asked to sign this agreement in the space provided and to return it to this Office as soon as possible. The agreement will then be presented to the members of the Commission for final approval.

Provided that the Commission approves the agreement, the file concerning your involvement in this matter will be closed.

If you have any questions, please contact Anne A. Weissenborn, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,

A handwritten signature in dark ink, appearing to read "W. C. Oldaker", is written over the typed name.

William C. Oldaker
General Counsel

79040160956

CCC # 11 79

RECEIVED
OFFICE OF THE
GENERAL COUNSEL

BEFORE THE FEDERAL ELECTION COMMISSION

79 SEP 24 A 9: 43

In the Matter of

Mr. Tom Fowler

)
)
)

MUR 527 (78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. Tom Fowler (hereinafter "Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a) (5) do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent fact in this matter is as follows:
Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the sum of \$200.

79040160957

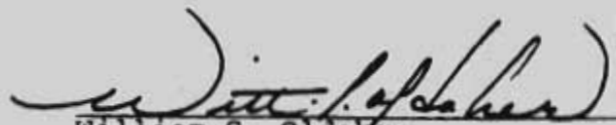
WHEREFORE, Respondent agrees that:

- A. Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$200.
- B. The making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.
- C. Respondent was unaware of the provisions of the law governing cash contributions and, therefore, did not willfully violate 2 U.S.C. § 441g.
- D. Respondent is aware that the Committee to Elect Ronnie G. Flipppo has agreed to accept full responsibility for Respondent's violation of 2 U.S.C. § 441g and to pay a civil penalty associated with this violation.
- E. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.
- V. General Conditions
 - A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

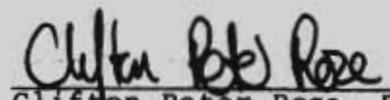
79040150938

- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

10/2/79
Date


William C. Oldaker
General Counsel
Federal Election Commission

9/21/79
Date


Clifton Peter Rose, Esquire
Attorney for Respondent,
Tom Fowler

79040160959

September 26, 1979

MEMORANDUM TO: Marge Emmons
FROM: Elissa T. Garr
SUBJECT: MUR 527

Please have the attached Memo distributed to the
Commission on a 48 hour tally basis.

Thank you.

72010160950

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
Tom Fowler)

MUR 527

CERTIFICATION

I, Marjorie W. Emmons, Secretary to the Federal Election Commission, do hereby certify that on October 1, 1979, the Commission determined by a vote of 5-0 to adopt the following recommendations, as set forth in the General Counsel's Memorandum dated September 26, 1979, regarding the above-captioned matter:

1. Approve the revised conciliation agreement attached to the above-named memorandum.
2. That the file concerning MUR 527 (78) be closed.

Voting for this determination were Commissioners Friedersdorf, Harris, McGarry, Reiche, and Tiernan.

Attest:

10/1/79

Date

Marjorie W. Emmons

Marjorie W. Emmons
Secretary to the Commission

Received in Office of the Commission Secretary: 9-27-79, 7:37
Circulated on 48 hour vote basis: 9-27-79, 11:00

79040150961



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

RECEIVED
OFFICE OF THE
SECRETARY

79 SEP 27 A7: 37

September 26, 1979

MEMORANDUM TO: The Commission
FROM: William C. Oldaker
SUBJECT: Signed Conciliation Agreement and
Recommendation to Close the File - MUR 527

Attached is a revised conciliation agreement signed on behalf of Tom Fowler, a respondent in MUR 527 who made an excessive cash contribution to the Committee to Elect Ronnie G. Flipppo. The Commission has approved identical conciliation agreements as to the other cash contributors involved in this matter.

Signed agreements have now been submitted with regard to all respondents in this matter and payment of all civil penalties have been received. This Office therefore recommends that the file in this matter be closed.

RECOMMENDATION

1. That the Commission approve the revised conciliation agreement attached to this memorandum.
2. That the file concerning MUR 527 (78) be closed.

Attachment: Conciliation Agreement

79040160952

CCC # 11 79

RECEIVED
OFFICE OF THE
GENERAL COUNSEL

BEFORE THE FEDERAL ELECTION COMMISSION
79 SEP 24 A 9: 43

In the Matter of
Mr. Tom Fowler

)
)
)
MUR 527 (78)

CONCILIATION AGREEMENT

This matter having been instituted by the Commission in the ordinary course of carrying out its supervisory responsibilities, and, after an investigation, the Commission having found reasonable cause to believe that Mr. Tom Fowler

(hereinafter "Respondent") has violated 2 U.S.C. § 441g:

WHEREFORE, the Commission and Respondent, having duly entered into conciliation as provided for in 2 U.S.C. § 437(a) (5) do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the Respondent and the subject matter in this case.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters into this agreement with the Commission voluntarily.
- IV. The pertinent fact in this matter is as follows:
Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the sum of \$200.

WHEREFORE, Respondent agrees that:

- A. Respondent made a cash contribution to the Committee to Elect Ronnie G. Flipppo on April 28, 1976, in the amount of \$200.
- B. The making of a cash contribution in excess of \$100 per campaign is a violation of 2 U.S.C. § 441g.
- C. Respondent was unaware of the provisions of the law governing cash contributions and, therefore, did not willfully violate 2 U.S.C. § 441g.
- D. Respondent is aware that the Committee to Elect Ronnie G. Flipppo has agreed to accept full responsibility for Respondent's violation of 2 U.S.C. § 441g and to pay a civil penalty associated with this violation.
- E. Respondent will now, and in the future, comply in all respects with the Federal Election Campaign Act of 1971, as amended.
- V. General Conditions
 - A. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1), concerning the matter 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.

79040150964

- B. It is further agreed that this Conciliation Agreement is entered into in accordance with 2 U.S.C. § 437g(a)(5)(A), and that this Agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matter set forth in this Agreement.
- C. It is mutually agreed that this Agreement will become effective on the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

79040160965
Date _____

9/21/79
Date | _____

William C. Oldaker
General Counsel
Federal Election Commission

Clifton Peter Rose
Clifton Peter Rose, Esquire
Attorney for Respondent,
Tom Fowler

FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

Official Business

Penalty for Private Use \$300

RETURNED
TO
POSTER
UNDELIVERABLE

POSTAGE AND FEES PAID



Mr. Lawrence Coins
Bridge Road
Florence, Alabama 35630

RETURNED
TO
POSTER
UNDELIVERABLE

79071300
UNDELIVERABLE AS ADDRESSED

UNDELIVERABLE AS ADDRESSED

CERTIFIED
943368

File -
700 per AW
1002106

Weissenborn MUR 527(18)

PS Form 3811, Apr. 1977
RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
☐ Show to whom and date delivered
☒ Show to whom, date, and address of delivery
☐ RESTRICTED DELIVERY
Show to whom and date delivered
☐ RESTRICTED DELIVERY
Show to whom, date, and address of delivery
(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO
Mr. Lawrence Goings
Bryce Road
Fairbairn, Alabama 36530

3. ARTICLE DESCRIPTION:
REGISTERED NO. CERTIFIED NO. INSURED NO.
4328

(Also obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

4. DATE OF DELIVERY

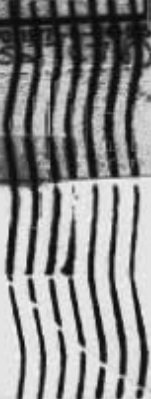
5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE

CLERK'S INITIALS



MUR 527(18)





FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

August 2, 1979

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Lawrence Goins
Bridge Road
Florence, Alabama 35630

Re: MUR 527(78)

Dear Mr. Goins:

The Federal Election Commission has decided to take no further action with regard to your violation of 2 U.S.C. § 441a(a)(1)(A) in view of the small amount by which your cash contribution to the Committee to Elect Ronnie G. Flipppo exceeded the statutory limitation of \$100 per campaign.

The file in this matter is now closed.

Sincerely,

William C. Oldaker
General Counsel

cc: Carole L. Kuebler, Esquire
Williams and Jensen
1101 Connecticut Avenue, N.W.
Washington, D.C. 20036

790010150968

79010160969

PS Form 3811, Rev. 1977

SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
☐ Show to whom and date delivered.
☐ Show to whom, date, and address of delivery.
☒ RESTRICTED DELIVERY.
 Show to whom and date delivered.
☒ RESTRICTED DELIVERY.
 Show to whom, date, and address of delivery.
 (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Lawrence Goins

3. ARTICLE DESCRIPTION:
 REGISTERED NO. CERTIFIED NO. INSURED NO.
 543706

(Always obtain signature of addressee or agent)

I have received the article described above.
 SIGNATURE ☒ Addressee ☐ Authorized agent
[Signature]

4. DATE OF DELIVERY
 SEP 20 1978

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE

INITIALS
[Initials]

★ 496-100-0-100



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

79040160970

END OF ADDITIONAL MATERIAL FOR CLOSED MUR 527.





FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

THE FOLLOWING MATERIAL IS BEING ADDED TO THE
PUBLIC FILE OF CLOSED MR. 527.



GCC
10632

RECEIVED
OFFICE OF THE
GENERAL COUNSEL

79 JUL 19 P4:01

WILLIAMS & JENSEN
A PROFESSIONAL CORPORATION
LAWYERS

1101 CONNECTICUT AVENUE, N.W.
WASHINGTON, D.C. 20036

TELEPHONE
(202) 638-8201

PAUL ARNESON
GAIL E. BOWMAN
JAMES P. CLARK
WINFIELD P. CRIGLER
DONALD C. EVANS, JR.
ROBERT E. GLENNON
ROBERT E. JENSEN
CAROLE L. KUESLER
FORBES MANER
JOHN J. McMAKIN, JR.
GEORGE G. OLSEN
CLIFTON PETER ROSE
MARY LYNNE WHALEN
J.D. WILLIAMS

July 19, 1979

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

RE: MUR 527(78)

Dear Mr. Oldaker:

79040161276

The enclosed documents, mailed to me by Robert W. Walker, Esq., of Florence, Alabama, are of significance to the above-captioned MUR. Mr. Walker was consulted by the Committee to Elect Ronnie Flipflo in February, 1976 for advice relating to the application of the Federal Election Campaign Act, as amended. In the enclosed affidavit, Mr. Walker states that in attempting to obtain some guidance from the Office of the Clerk of the U.S. House of Representatives, he was told that the laws were "confusing and ambiguous" and would probably be "hard to interpret" until some regulations were written.

With the affidavit, Mr. Walker enclosed a transcription of a recording of his call to the Office of the Clerk, which I commend to your review. At least two interesting conclusions can be drawn from this transcription.

1. The advice regarding candidate and immediate family contributions and limits thereon in light of Buckley v. Valeo which Mr. Walker received (see, p. 4) gives a good indication of why the candidate and campaign treasurer might have become confused about the law on this point.

2. Mr. Walker was not instructed by the Office of the Clerk of the House to call the Federal Election Commission for advice. In fact, Mr. Walker could easily have obtained the impression that the FEC was "out of Commission" until additional legislation was passed.

I believe that this affidavit and enclosure is additional evidence to support the positions of Rep. Flipppo, the Committee to Elect Ronnie Flipppo, et al., which we have presented in our earlier submissions to the Commission.

Sincerely,



Carole L. Kuebler

CLK/bi

Enclosures

79040161277

WALKER & MUSGROVE
ATTORNEYS AT LAW
226 WEST ALABAMA STREET
FLORENCE, ALABAMA 35830

June 26, 1979

ROBERT W. WALKER
WILLIAM T. MUSGROVE, JR.

Ms. Carole Kuebler, Attorney
1101 Connecticut Avenue NW
Suite 500
Washington, D. C. 20036

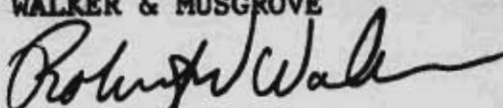
Re: Ronnie Flipppo Campaign

Dear Ms. Kuebler:

Please find enclosed an Affidavit which I have signed concerning the confusion in the Federal Election Campaign Laws existing in the Winter and Spring of 1976.

Very truly yours,

WALKER & MUSGROVE


Robert W. Walker

RWW:bp

Encl.

79040161278

7 9 0 4 0 1 6 1 2 7 9

STATE OF ALABAMA X
LAUDERDALE COUNTY X

A F F I D A V I T

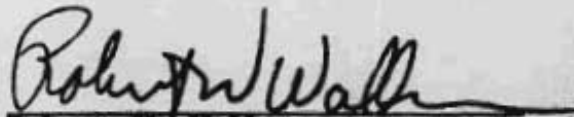
Before me, the undersigned Notary Public in and for the State of Alabama at Large, personally appeared Robert W. Walker, who being known by me and who, being by me first duly sworn deposes and says under oath as follows:

My name is Robert W. Walker. I am a practicing attorney in the City of Florence, Lauderdale County, Alabama. I am engaged in the general practice of law. In approximately February of 1976 I was asked by Ronnie Flipppo to assist him in legal matters concerned with his initial campaign for the United States House of Representatives.

I communicated with the Office of the Clerk of the U S House of Representatives in Washington, D. C. and was sent a copy of the Federal Election Campaign Act of 1971 and later a copy of the Federal Election Campaign Act Amendments of 1974.


I had some questions about the Act and on March 2, 1976, at approximately 9:30 a.m. I made a telephone call to the Office of the Clerk of the U S House of Representatives in Washington, D. C. at area code 202, telephone number 224-3121. I first talked with a Mr. George Stone who, upon hearing that I had questions concerning the Federal Election Campaign Act, referred me to a Mr. Steven Duffey. Mr. Duffey indicated to me that the Federal Election Laws were confusing and ambiguous and that until the Federal Election Commission wrote some proper regulations for it, it was going to be hard to interpret.

From my own experience in the work I did for Mr. Flipppo, I certainly agreed with Mr. Duffey that the Law was confusing and that regulations were needed.


Robert W. Walker

Sworn to and subscribed before me this the 26th day of

June, 1979.


Notary Public



This call is being made on March 2, 1976 at approximately 9:30 a.m., to the office of The Clerk of the U. S. House of Representatives in Washington, D. C. at area code 202, telephone no. 224-3121.

Switchboard - Capitol.

Mr. Walker - I want the office of records and registration, Clerk, U. S. House of Representatives, please.

Secretary - May I help you?

Mr. Walker - I want the office of records and registration, the Clerk, U. S. House of Representatives, please.

Secretary- Yes, sir, this is that office.

Mr. Walker - Alright - this is Robert Walker, lawyer in Florence, Alabama. I called yesterday and I talked to Mr. George Stone.

Secretary - Yes, sir.

Mr. Walker - Is he in?

Secretary - Yes, he is.

Mr. Walker - May I speak with him?

Secretary - One moment, sir.

Secretary - He'll be ~~with you~~ right with you, Mr. Walker.

Mr. Walker - Pardon?

Mr. Stone - This is George Stone. May I help you?

Mr. Walker - Mr. Stone, this is Robert Walker, a lawyer in Alabama. I called you yesterday afternoon. I got a couple of questions I'd like to ask you if you don't mind, please, sir.

Mr. Stone - Well, sir, I tell you. I really think you're talking to the wrong person, because I only am in charge of sending you out your forms. Now, let me get an auditor on here if you have any questions.

Mr. Walker - Well, I've got one thing about the forms. Did you send me some HR election form one (1)?

Mr. Stone - Yes, sir. I sent you what is known as the initial package and it went out in the mail yesterday. We mail things daily here. So you should be getting everything you need.

Mr. Walker - Okey. I have obtained some package. I'm not sure who sent them - maybe you - but somebody. But it didn't have a form one (1) in it, and I don't know whether it was a special order - somebody gave it to me, or - so I just wanted to make sure I had the form one (1).

Mr. Stone - I just mailed this thing - when did you call me - yesterday?

Mr. Walker - Yes.

Mr. Stone - Okey. You probably didn't get anything from us because I just mailed it yesterday.

Mr. Walker - Yes.

Mr. Stone - So you should get everything you need. Let me get someone on here to help you, and take this person's name down when you get it, about the law, etc.

Mr. Walker - Yes, sir. Thank you.

Mr. Stone - Hold the line.

Mr. Duffey - Mxx Steven Duffey speaking.

Mr. Walker - This is Bob Walker - I'm a lawyer in Florence, Alabama. I was trying to file the proper papers for a candidate for the House in our primary down here and I have obtained copies of this election law of '71 and the '74 amendment and I had a couple of questions that I just wanted to make sure that I was interpreting this correctly. As I understand it, you can spend a maximum of \$70,000 in the initial campaign and up to \$70,000 in a run-off campaign. Is that right?

Mr. Duffey - Here's the situation now. That was part of the campaign expenditure that was thrown ~~max~~ down by the Supreme Court as being unconstitutional.

Mr. Walker - The \$70,000?

Mr. Duffey - Right. On Jan. 30th, the Supreme Court ruled that the limitations on how much a person can spend on their campaign was an infringement of the First Amendment.

Mr. Walker - Okey - that was this year?

Mr. Duffey - That was Jan. 30 of ~~this~~ this year.

Mr. Walker - Okey

Mr. Duffey - And, therefore, ~~there's~~ there's no limit as to how much you can spend for your campaign. It does limit - it held up the limitations on how much people can contribute to your campaign, which is \$1,000 per election.

Mr. Walker - Alright - a \$1,000 for the initial campaign and another \$1,000 for the runoff - that's okey -

Mr. Duffey - Right. It also upheld most of the other provisions of the law. It changed considerably the powers of the Federal Election Commission, which are still in the process of being reconstituted. They haven't cast a new legis -- decision on that, yet.

Mr. Walker - Was that in a case decision?

Mr. Duffey - Yes it was.

Mr. Walker - you don't know the cite of the case, do you?

Mr. Duffey - Yeah, I do as a matter of fact. Hold on. It wasn't a monumental ~~decision~~ decision - it was one of the Warn-- cases the Supreme Court ever issued. The decision was Buckley vs. Lell, No. 75-436 and 437. And if you'd like I will send you a synopsis if it, alright?

Mr. Walker - I certainly would appreciate that.

Mr. Duffey - I don't want to send you the whole decision because the whole decision is 250 odd pages.

Mr. Walker - We probably have it here in our law ~~office~~ library, but I haven't - I believe I remember reading about that in the paper. At the time I wasn't interested.

Mr. Duffey - Right - it got a lot of press at the time. Why don't you give me your address and I'll send it -

Mr. Walker - Robert W. Walker - Walker & Musgrove, Attys., 226 W. Alabama Street, Florence, Alabama 35630

Mr. Walker - Now, one more question, please, sir. I believe our local - democratic committee - state dem. committee, on their form they ask something about the salary. What is the beginning initial beginning salary for a member of the U. S. House?

Mr. Duffey - I think it's \$42,500. That's the going rate these days.

Mr. Walker - That's fine. I certainly appreciate your talking with me about it. It's been most helpful. I have carefully looked over these - are you an attorney?

Mr. Duffey - No, I'm not.

Mr. Walker - I have carefully looked over these laws.

Mr. Duffey - They're confusing and ^{they're ambiguous} until the Fed. El. Com. gets reached out a little and they get a chance to sit down and write some proper regulations for it, it's going to be hard to interpret - the basic thing is that there is no longer a limitation on how much someone can spend on their campaign - if there is a limitation on how much someone can contribute - now that may

mean for yourself and your immediate family, as far as yourself is concerned. You can spend any amount of your own personal funds.

Mr. Walker - Any of my \$25,000 -

Mr. Duffey - That limitation is no longer in effect for yourself.

But there is a question as to how that should be reported. Since there's a candidate report required and a committee report required.

Mr. Walker - I'd wondered about that. The

Mr. Duffey - The consensus of ~~the~~ opinion is that if you show the money being spent on the candidate report you sign, then the limitation doesn't affect you. The \$1,000 contribution limitation. But if you show it on your committee report then it does. ~~Yoursself~~ You, yourself, are even limited to a \$1,000. As I told you, there's a limitation on contributions of a \$1,000 per election.

Mr. Walker - Alright, so the candidate himself - if he's going to spend more than a \$1,000 of his personal money he ought to do it directly. He ought to pay for the ads himself.

Mr. Duffey - Correct - and report it on his candidate form, because once you get involved then if you want to show it on a committee form then you get involved in contributing money as opposed to expending money. was dealing with limitations of expenditures as opposed to limitation of contributors.

Mr. Walker - There's a provision in here and I don't think this is going to affect us, but there's a provision in here about contributions from contractors - gov't contractors - and I've read the provision and then in the amendment and I'm not quite ~~xxx~~ sure I - tell me what you can about that.

Mr. Duffey - I wouldn't - since I'm not an atty I wouldn't go on that one. I'm not sure - I would say if you want to be smart to stay away from receiving money from anybody that might be dealing with the Fed'l gov't, but I'd get a further legal opinion on that if I were you.

Mr. Walker - Okey - well, I really don't think that's going to be a problem, because I don't think we're going be getting much----- from those people.

Mr. Duffey - I can tell you definitely / ^{under 610} you can't receive ~~xxxxx~~ contributions from corporations or labor unions.

Mr. Walker - Okey. And that provision is still effective.

Mr. Duffey - Right. You can receive, however, from the political group, their voluntary political fund.

Mr. Walker - Say a corporation's voluntary political -

Mr. Duffey - Right, or a labor union such as Cope - or something like that.

Mr. Walker - Okey, fine. Would you please give me your name once more?

Mr. Duffey - Steven Duffey. And as I said - I'm not an atty and these interpretations are my own and there are other regulations written but they are the general opinion and as the court ruled - they did rule out that the expenditure limitations were unconstitutional. That's the basic thing you should go by when you re-read the statute.

Mr. Walker - Okey. Mr. Duffey, thank you very much. In case I want to

call you back - how do I reach you? What division are you in?

Mr. Duffey - 202 - 225-1300.

Mr. Walker - Okey. 202 now, is that the area? And that's no extension or anything?

Mr. Duffey - No. You can reach me through it's a relatively small office.

Mr. Walker - Okey, fine. Thank you, Mr. Duffey. I certainly appreciate it. Bye

Mr. Duffey - Okey. Bye, bye

round corner of bus.



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

END OF ADDITIONAL MATERIAL FOR CLOSED MR 527.

79040161285

