



FEDERAL ELECTION COMMISSION

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

THIS IS THE END OF MUR # 420

Date Filmed 12/20/78 Camera No. --- 2

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RECEIVED
FEDERAL ELECTION
COMMISSION

October 5, 1978

78 OCT 10 AM 11:58

Mr. William C. Oldaker
General Counsel
Federal Election Commission
1325 K Street, N. W.
Washington, D. C. 20463

Re: Heftel Broadcasting Corporation and Heftel Broadcasting Inc.
In-kind corporate contributions to Congressional candidate
Cecil Heftel (MUR 420/77).

Dear Mr. Oldaker:

I have learned from published news reports that the Federal Election Commission has fined Rep. Cecil Heftel \$1,330 for accepting illegal non-monetary contributions from his broadcasting company during the 1976 campaign. The newspaper articles indicate that the fines result from an audit made by the FEC because of my concerns. Although I have yet to formally learn from your office on this matter, I presume that this matter relates to my complaints of March 4 and September 13, 1977.

I wish to use this means to express my thanks to the Federal Election Commission and its staff for helping Mr. Heftel correct the wrong committed to the people of Hawaii as well as candidates from both political parties who opposed Mr. Heftel in the 1976 primary and general elections. For the record, I would like it also to be noted that the financial oversight of Mr. Heftel was the second one he acknowledged "on a delayed basis". As you will recall from your August 4, 1977 letter, Mr. Heftel filed another report on March 17, 1977 to pay for the use of his corporation in his election after I had filed my original complaint.

Notwithstanding Mr. Heftel's two admissions of failure to report corporate campaign donations, I can appreciate his efforts to downplay the underpayments by claiming that the total represents only about one-tenth of one percent of his campaign expenditures of nearly \$600,000. His remarks, however, are reminiscent of the young lady who was not overly concerned about the future because she was "only a little bit pregnant." Mr. Heftel's attempts to downplay the complaints are also vaguely reminiscent of former U. S. Attorney General John Mitchell who described the Watergate break-in as "a third rate burglary."

For your information, since I filed my original complaint, evidence of other financial discrepancies have been brought to my attention by others in the community who remain concerned about the

Mr. William C. Oldaker
October 5, 1978
Page Two

use of publicly licensed television stations for personal political advantage. In my opinion, however, no great value would be provided the public by pursuing the matter at this time. Perhaps it may be of value to share these figures at a later date.

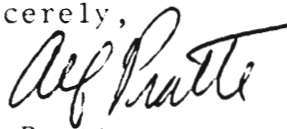
As a former journalist and part-time journalism instructor, I am grateful that at least one government commission has taken some action which may deter further abuses of media corporations by their owners in the future. The positive action of the Federal Election Commission in this regard contrasts with the cautious reluctance and bureaucratic pussyfooting of the Federal Communication Commission to act on the more serious charges of social control and political tilting of advertising and news to favor Mr. Heftel as outlined in the more detailed correspondence filed with the FCC in November, 1976, and from which my charges to your office originated.

Perhaps one of the important long-range results of my concerns as a private citizen is that the Federal Communications Commission may more objectively serve as an advocate for the public as passionately as it represents the industry which it is supposed to regulate. Perhaps the FEC may even be able to provide the FCC with some creative counsel on how to more effectively carry out its statutory role as a public watchdog.

Most significantly, I hope that my lengthy discussions with the FEC, the FCC, and Honolulu Community Media Council will have helped to inform or educate the public concerning the power of television in political campaigning today -- particularly when television is slanted on behalf of owner-candidates or others who have the money to control this medium.

Again, my thanks in coming to grips with my citizen complaint.

Sincerely,



Alf Pratte
1965 Halekoa Drive
Honolulu, Hawaii 96821

xc: Bob Fiske, Honolulu Community Media Council
William B. Ray, Federal Communications Commission

Alf Pratte
1965 Halekoa Drive
Honolulu, Hawaii 96821



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Mr. William C. Oldaker
General Counsel
Federal Election Commission
1325 K Street, N. W.
Washington, D. C. 20465

RECEIVED
FEDERAL ELECTION
COMMISSION
ACC 5102

WILLIAMS & JENSEN
A PROFESSIONAL CORPORATION

LAWYERS

1101 CONNECTICUT AVENUE, N.W.

WASHINGTON, D. C. 20036

October 2, 1978

78 OCT 10 AM: 52

806779

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.

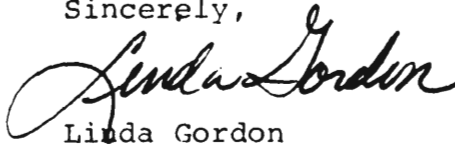
Ms. Mariam Aguiar
Federal Election Commission
4th Floor
1325 K Street, N.W.
Washington, D.C. 20463

Dear Ms. Aguiar:

Enclosed is the original of the Friends of Cecil Heftel
Committee conciliation agreement as promised.

Thank you for your cooperation.

Sincerely,


Linda Gordon

Enclosure

700 40 13 11 11

BEFORE THE FEDERAL ELECTION COMMISSION
August 3, 1978

806116

In the Matter of)
)
Friends of Cecil Heftel) MUR 420 (77)
Committee)

CONCILIATION AGREEMENT

This matter was initiated on the basis of a notarized complaint filed under the Federal Election Campaign Act of 1971, as amended (hereinafter referred to as the FECA) specifically 2 U.S.C. §437g, with the Federal Election Commission (hereinafter referred to as the "Commission") against the campaign of Cecil Heftel for Congress and the Heftel Broadcasting Company, Inc. Pursuant to this complaint an investigation has been conducted; the Commission has found reasonable cause to believe that the Friends of Cecil Heftel Committee (hereinafter the "Committee") violated Section 441b of the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. §431 et seq. The Commission and Respondent Committee agree to resolve and conciliate the matters under review pursuant to 2 U.S.C. §437g(a)(5)(A) by agreeing as follows:

I. That the Commission has jurisdiction over the Respondent and the subject matter of this proceeding.

II. That the Respondent has had a reasonable opportunity to demonstrate that no action should be taken against it.

III. That the pertinent facts of this matter are as follows:

A. Cecil Heftel was and is, at all times relevant hereto, Chairman of the Board of Heftel Broadcasting Company, a corporation which owns the license for radio station KGMB,

and which until April, 1977, through a wholly owned subsidiary, owned the license for television station KGMB. All entities are located and do business in Honolulu, Hawaii and are hereinafter referred to as the "Corporation."

B. During 1976, Cecil Heftel was a candidate for Congress from the First District of Hawaii.

C. (1) On May 20, 1976, the Respondent Committee registered with the Commission as the principal campaign committee for the election of Cecil Heftel.

(2) In that registration, the Respondent Committee listed 1599 Kapiolani Blvd., Honolulu, a building leased to the Corporation, as its address. The Committee also maintained Post Office Box 22700, Honolulu, as its campaign mailing address and used the premises at 1599 Kapiolani Blvd. through June 17, 1976.

(3) On June 17, 1976, in an amendment to its statement of organization filed with the Commission, the Committee designated 851 Cooke Street, Honolulu, as its address.

D. On or about July 16, 1976, the Respondent Committee used five (5) hourly employees of the Corporation and a 1959 vehicle belonging to the Corporation to move five (5) desks and two (2) file cabinets, property of the Corporation, from 1599 Kapiolani Blvd. to 851 Cooke Street, and to organize the Committee's headquarters.

E. On or about November 3, 1976, the Respondent Committee used the Corporation's employees and vehicle described in

item D, above, to return the Corporation's furniture described above from 851 Cooke Street to 1599 Kapiolani Blvd.

F. The Respondent Committee made reimbursement to the Corporation for the use of its office space, furniture, employees and vehicle, and then reported these reimbursements to the Commission, as follows:

1. Respondent Committee paid the Corporation \$100.00 for "rent" on December 28, 1976 and disclosed this expenditure on its end-of-the-year report to the Commission.

2. On March 17, 1977 Respondent Committee reimbursed the Corporation in the amount of \$275.50 for the 58 man-hours spent by Corporation employees for moving and general maintenance chores performed for the Committee during the campaign. This expenditure was included in the Committee's first quarterly report for 1977 to the Commission, filed on or before April 10, 1977.

3. Respondent Committee reimbursed the Corporation for "office supplies" on August 3, and August 19, 1976 in the amounts of \$243 and \$107.43, respectively and reported these expenditures in its 10-day pre-primary report filed on or about September 20, 1976. The specific supplies for which this reimbursement was intended are not included in the report but the Committee believes that some of this amount may have been for the use of 5 desks and 2 file cabinets moved from 1599 Kapiolani Blvd. to the Committee's headquarters at 851 Cooke Street.

IV. The FECA of 1971, as amended (the Act), prohibits candidates and political committees from accepting in-kind contributions from corporations.

V. Respondent Committee's failure to pay a commercially reasonable amount for the use of the Corporation's office space, employees and vehicle within a commercially reasonable time after they were utilized, constitutes its receipt of in-kind corporate contributions, in violation of 2 U.S.C. §441b.

VI. Respondent Committee will pay a civil penalty in the amount of \$1,330, pursuant to 2 U.S.C. §437g(a)(6)(B).

VII. Respondent Committee will amend the appropriate reports filed pursuant to 2 U.S.C. §434 to reflect these expenditures.

VIII. That this conciliation agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matters set forth in the agreement.

IX. Should Cecil Heftel again become a candidate subject to the Act, Respondent Committee or its successor shall not accept any contributions or expenditures from any corporation in violation of the Act.

GENERAL CONDITIONS

X. The Commission, on request of anyone filing a complaint under 2 U.S.C. §437g(a)(1) concerning the matters at issue in this Agreement 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.

XI. It is mutually agreed that this agreement shall become effective as of the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

XII. It is agreed that Respondent shall have no more than thirty (30) days from the date this Agreement becomes effective to comply and implement the requirements contained in this Agreement and to so notify the Commission.

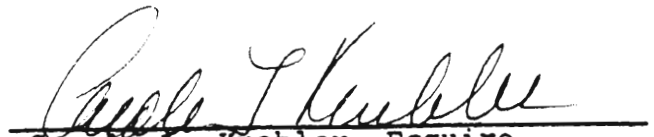
XIII. This Agreement is executed in full satisfaction of all issues raised in this compliance action.

9/22/78
Date



William C. Oldaker, Esquire
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Sept 12, 1978
Date



Carol L. Kuebler, Esquire
Counsel
Friends of Cecil Heftel

WILLIAMS & JENSEN
A PROFESSIONAL CORPORATION
LAWYERS
1101 CONNECTICUT AVENUE, N.W.
WASHINGTON, D.C. 20036

EX-116 52

Federal Election Commission
4th Floor
1325 K Street, N.W.
Washington, D.C. 20463
Attn: Marian Aguilar



FEDERAL ELECTION COMMISSION

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

October 2, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Alf Pratte
1965 Halekoa Drive
Honolulu, Hawaii 96821

Re: MUR 420 (77)

Dear Mr. Pratte:

This is in reference to the complaint you filed with the Commission concerning possible violations of the Federal Election Campaign Act of 1971, as amended, by Cecil Heftel, a candidate for election in 1976 to the U.S. House of Representatives from Hawaii, and the Heftel Broadcasting Company, Inc.

Our investigation of this matter led the Commission to conclude that there was reasonable cause to believe that the Friends of Cecil Heftel Committee and the Heftel Broadcasting Company, Inc. violated 2 U.S.C. §441b in connection with the use by the Committee of corporate office space, employees, furniture and a vehicle.

On September 21, 1978, the Commission voted to enter into conciliation agreements with the Committee and the Corporation and close the file. These agreements, among other things, set out the facts in this matter and provide for the payment of civil penalties by both respondents. Copies of both agreements are enclosed.

Should you have any questions, please contact Lester Scall, the Commission attorney assigned to this matter, at 202-523-4052.

Sincerely,

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

William C. Oldaker
General Counsel

Attachments

BEFORE THE FEDERAL ELECTION COMMISSION
August 3, 1978

806116

In the Matter of)

Friends of Cecil Heftel)
Committee)

MUR 420 (77)

CONCILIATION AGREEMENT

This matter was initiated on the basis of a notarized complaint filed under the Federal Election Campaign Act of 1971, as amended (hereinafter referred to as the FECA) specifically 2 U.S.C. §437g, with the Federal Election Commission (hereinafter referred to as the "Commission") against the campaign of Cecil Heftel for Congress and the Heftel Broadcasting Company, Inc. Pursuant to this complaint an investigation has been conducted; the Commission has found reasonable cause to believe that the Friends of Cecil Heftel Committee (hereinafter the "Committee") violated Section 441b of the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. §431 et seq. The Commission and Respondent Committee agree to resolve and conciliate the matters under review pursuant to 2 U.S.C. §437g(a)(5)(A) by agreeing as follows:

I. That the Commission has jurisdiction over the Respondent and the subject matter of this proceeding.

II. That the Respondent has had a reasonable opportunity to demonstrate that no action should be taken against it.

III. That the pertinent facts of this matter are as follows:

A. Cecil Heftel was and is, at all times relevant hereto, Chairman of the Board of Heftel Broadcasting Company, a corporation which owns the license for radio station KGMB,

and which until April, 1977, through a wholly owned subsidiary, owned the license for television station KGMB. All entities are located and do business in Honolulu, Hawaii and are hereinafter referred to as the "Corporation."

B. During 1976, Cecil Heftel was a candidate for Congress from the First District of Hawaii.

C. (1) On May 20, 1976, the Respondent Committee registered with the Commission as the principal campaign committee for the election of Cecil Heftel.

(2) In that registration, the Respondent Committee listed 1599 Kapiolani Blvd., Honolulu, a building leased to the Corporation, as its address. The Committee also maintained Post Office Box 22700, Honolulu, as its campaign mailing address and used the premises at 1599 Kapiolani Blvd. through June 17, 1976.

(3) On June 17, 1976, in an amendment to its statement of organization filed with the Commission, the Committee designated 851 Cooke Street, Honolulu, as its address.

D. On or about July 16, 1976, the Respondent Committee used five (5) hourly employees of the Corporation and a 1959 vehicle belonging to the Corporation to move five (5) desks and two (2) file cabinets, property of the Corporation, from 1599 Kapiolani Blvd. to 851 Cooke Street, and to organize the Committee's headquarters.

E. On or about November 3, 1976, the Respondent Committee used the Corporation's employees and vehicle described in

item D, above, to return the Corporation's furniture described above from 851 Cooke Street to 1599 Kapiolani Blvd.

F. The Respondent Committee made reimbursement to the Corporation for the use of its office space, furniture, employees and vehicle, and then reported these reimbursements to the Commission, as follows:

1. Respondent Committee paid the Corporation \$100.00 for "rent" on December 28, 1976 and disclosed this expenditure on its end-of-the-year report to the Commission.
2. On March 17, 1977 Respondent Committee reimbursed the Corporation in the amount of \$275.50 for the 58 man-hours spent by Corporation employees for moving and general maintenance chores performed for the Committee during the campaign. This expenditure was included in the Committee's first quarterly report for 1977 to the Commission, filed on or before April 10, 1977.
3. Respondent Committee reimbursed the Corporation for "office supplies" on August 3, and August 19, 1976 in the amounts of \$243 and \$107.43, respectively and reported these expenditures in its 10-day pre-primary report filed on or about September 20, 1976. The specific supplies for which this reimbursement was intended are not included in the report but the Committee believes that some of this amount may have been for the use of 5 desks and 2 file cabinets moved from 1599 Kapiolani Blvd. to the Committee's headquarters at 851 Cooke Street.

IV. The FARA of 1971, as amended (the Act), prohibits candidates and political committees from accepting in-kind contributions from corporations.

V. Respondent Committee's failure to pay a commercially reasonable amount for the use of the Corporation's office space, employees and vehicle within a commercially reasonable time after they were utilized, constitutes its receipt of in-kind corporate contributions, in violation of 2 U.S.C. §441b.

VI. Respondent Committee will pay a civil penalty in the amount of \$1,330, pursuant to 2 U.S.C. §437g(a)(6)(B).

VII. Respondent Committee will amend the appropriate reports filed pursuant to 2 U.S.C. §434 to reflect these expenditures.

VIII. That this conciliation agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matters set forth in the agreement.

IX. Should Cecil Heftel again become a candidate subject to the Act, Respondent Committee or its successor shall not accept any contributions or expenditures from any corporation in violation of the Act.

GENERAL CONDITIONS


X. The Commission, on request of anyone filing a complaint under 2 U.S.C. §437g(a)(1) concerning the matters at issue in this Agreement 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.

XI. It is mutually agreed that this agreement shall become effective as of the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.


XII. It is agreed that Respondent shall have no more than thirty (30) days from the date this Agreement becomes effective to comply and implement the requirements contained in this Agreement and to so notify the Commission.

XIII. This Agreement is executed in full satisfaction of all issues raised in this compliance action.

9/22/78
Date


William C. Oldaker, Esquire
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Sept 17 1978
Date


Carol D. Nuebler, Esquire
Counsel
Friends of Cecil Heftel



FEDERAL ELECTION COMMISSION

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

September 25, 1978

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

Carole

Re: MUR 420(77)

Dear Ms. Kuebler:

On September 21, 1978 the Commission voted to accept the conciliation agreements you submitted for respondents Friends of Cecil Heftel Committee and Heftel Broadcasting Co., Inc.

I have signed both agreements and am enclosing copies of them for your records.

If you have any questions, please contact Mr. Scall, the attorney assigned to this matter.

Sincerely,

Will

William C. Oldaker
General Counsel

Enclosures
Conciliation Agreements

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79040082115

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

Re: MUR 420(77)

Dear Ms. Kuebler:

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I have signed both agreements and am enclosing copies of them for your records.

If you have any questions, please contact Mr. Scall, the attorney assigned to this matter.

Sincerely,

William C. Oldaker
General Counsel

Enclosures
Conciliation Agreements

lt 9/24/78

391073115

In the Matter of)
) MUR 420 (77)
Heftel Broadcasting Company, Inc.)

CONCILIATION AGREEMENT

This matter was initiated on the basis of a notarized complaint filed under the Federal Election Campaign Act of 1971, as amended (hereinafter referred to as the FECA) specifically 2 U.S.C. §437g, with the Federal Election Commission (hereinafter referred to as the "Commission") against the Heftel Broadcasting Company, Inc. and the campaign of Cecil Heftel for Congress. Pursuant to this complaint an investigation has been conducted; the Commission has found reasonable cause to believe that the Heftel Broadcasting Company, Inc. (hereinafter the "Corporation") violated Section 441b of the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. §431 et seq. The Commission and Respondent Corporation agree to resolve and conciliate the matters under review pursuant to 2 U.S.C. §437g(a)(5)(A) by agreeing as follows:

I. That the Commission has jurisdiction over the Respondent and the subject matter of this proceeding.

II. That the Respondent has had a reasonable opportunity to demonstrate that no action should be taken against it.

III. That the pertinent facts of this matter are as follows:

A. Cecil Heftel was and is, at all times relevant hereto, Chairman of the Board of Heftel Broadcasting Company, a corporation which owns the license for radio station KGMB,

and which until April, 1977, through a wholly owned subsidiary, owned the license for television station KGMB. All entities are located and do business in Honolulu, Hawaii and are hereinafter, referred to as the "Corporation."

B. During 1976, Cecil Heftel was a candidate for Congress from the First District of Hawaii.

C. (1) On May 20, 1976, the Friends of Cecil Heftel Committee (hereinafter the "Committee") registered with the Commission as the principal campaign committee for the election of Cecil Heftel.

(2) In that registration, the Committee listed 1599 Kapiolani Blvd., Honolulu, a building leased to Respondent Corporation, as its address. The Committee also maintained Post Office Box 22700, Honolulu, as its campaign mailing address and used the premises at 1599 Kapiolani Blvd. through June 17, 1976.

(3) On June 17, 1976, in an amendment to its statement of organization filed with the Commission, the Committee designated 851 Cooke Street, Honolulu, as its address.

D. On or about July 16, 1976, the Committee used five (5) hourly employees of the Respondent Corporation, and a 1959 vehicle belonging to the Corporation, to move five (5) desks and two (2) file cabinets, property of the Corporation, from 1599 Kapiolani Blvd. to 851 Cooke Street, and to organize the Committee's headquarters.

E. On or about November 3, 1976, the Committee used Respondent Corporation's employees and vehicle described

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in item D, above, to return the Corporation's furniture described above from 851 Cooke Street to 1599 Kapiolani Blvd.

F. Respondent Corporation failed to charge the Committee for its use of the Corporation's office space, furniture, employees and vehicles when they were used, but the Committee later paid for these items, and then reported these reimbursements to the Commission as follows:

1. The Committee paid Respondent Corporation \$100.00 for "rent" on December 28, 1976 and disclosed this expenditure on its end-of-the-year report to the Commission.

2. On March 17, 1977, the Committee reimbursed Respondent Corporation in the amount of \$275.50 for the 58 man-hours spent by Corporation employees for moving and general maintenance chores performed for the Committee during the campaign. This expenditure was included in the Committee's first quarterly report for 1977 to the Commission, filed on or before April 10, 1977.

3. The Committee reimbursed Respondent Corporation for "office supplies" on August 4, and August 19, 1976 in the amounts of \$243 and \$107.43, respectively and reported these expenditures in its 10-day pre-primary report filed on or about September 20, 1976. The specific supplies for which this reimbursement was intended are not included in the report but the Corporation believes that some of this amount may have been for the use of 5 desks and 2 file cabinets moved from 1599 Kapiolani Blvd. to the Committee's headquarters at 851 Cooke Street.

IV. The FECA of 1971, as amended, (the Act), prohibits corporations from making in-kind contributions to candidates and political committees.

V. Respondent Corporation's failure to charge the Committee a commercially reasonable amount for the Committee's use of the Corporation's office space, furniture, employees and vehicle within a commercially reasonable time after they were utilized, constitutes an in-kind contribution by the Corporation, in violation of 2 U.S.C. §441b.

VI. Respondent Corporation will pay a civil penalty in the amount of \$1,330 pursuant to 2 U.S.C. §437g(a)(6)(B).

VII. That this conciliation agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matters set forth in the agreement.

VIII. Should the Respondent Corporation ever allow its goods, facilities, equipment, supplies, personnel or services to be used by a Federal candidate or committee, it shall not do so without charging for such usage in compliance with the Act.

GENERAL CONDITIONS

IX. The Commission, on request of anyone filing a complaint under 2 U.S.C. §437g(a)(1) concerning the matters at issue in this Agreement 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.

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XII. This Agreement is executed in full satisfaction of all issues raised in this compliance action.

9/22/78
Date

Sept. 12, 1978
Date



William C. Oldaker, Esquire
General Counsel
Federal Election Commission
1325 K Street, N. W.
Washington, D. C. 20463



Carole L. Kuebler, Esquire
Counsel
Heftel Broadcasting Co., Inc.

112800100

BEFORE THE FEDERAL ELECTION COMMISSION
August 3, 1978

806116

In the Matter of
Friends of Cecil Heftel
Committee

MUR 420 (77)

CONCILIATION AGREEMENT

7 3 0 1 0 9 3 2 1 2 1
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VII. Respondent Committee will amend the appropriate reports filed pursuant to 2 U.S.C. §434 to reflect these expenditures.

VIII. That this conciliation agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matters set forth in the agreement.

IX. Should Cecil Heftel again become a candidate subject to the Act, Respondent Committee or its successor shall not accept any contributions or expenditures from any corporation in violation of the Act.

GENERAL CONDITIONS


X. The Commission, on request of anyone filing a complaint under 2 U.S.C. §437g(a)(1) concerning the matters at issue in this Agreement 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.

XI. It is mutually agreed that this agreement shall become effective as of the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.


XII. It is agreed that Respondent shall have no more than thirty (30) days from the date this Agreement becomes effective to comply and implement the requirements contained in this Agreement and to so notify the Commission.

XIII. This Agreement is executed in full satisfaction of all issues raised in this compliance action.

9/22/78
Date


William C. Oldaker, Esquire
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Sept 17, 1978
Date


Carol L. Kuebler, Esquire
Counsel
Friends of Cecil Heftel

10040082125

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
Friends of Cecil Heftel)
Committee)
Heftel Broadcasting Co.)

MUR 420 (77)

CERTIFICATION

I, Marjorie W. Emmons, Secretary to the Federal Election Commission, do hereby certify that on September 21, 1978, the Commission determined by a vote of 6-0 to adopt the recommendation in the General Counsel's memorandum dated September 15, 1978 to accept the signed conciliation agreements which were attached thereto.

Attest:

9/21/78

Date

Marjorie W. Emmons

Marjorie W. Emmons
Secretary to the Commission

Received in Office of Commission Secretary: 9-15-78, 5:08
Circulated on 48 hour vote basis: 9-20-78, 1:30

September 15, 1978

MEMORANDUM TO: Marge Emmons
FROM: Elissa T. Garr
SUBJECT: MUR 420

Please have the attached Memo and Conciliation
Agreements in MUR 420 distributed to the Commission on a
48 hour tally basis.

Thank you.

78040082127



FEDERAL ELECTION COMMISSION

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

September 15, 1978

MEMORANDUM

TO: The Commission

FROM: William C. Oldaker *W.C. Oldaker*

DATE: September 14, 1978

SUBJECT: MUR 420 (77) Conciliation Agreements

On September 12, 1978, Respondents, the Friends of Cecil Heftel Committee and Heftel Broadcasting Company, Inc., signed the conciliation agreements which the Commission had voted to counter propose on August 23, 1978.

Both agreements contain civil penalties of \$1,330 (see ¶ 6, page 4) and the language in the admission of violation paragraph which the Commission found acceptable (see ¶5, page 4).

We recommend that the Commission accept these signed agreements. The General Counsel's office will proceed to close the file.

Agreements attached.

4844

806116

BEFORE THE FEDERAL ELECTION COMMISSION
August 3, 1978

In the Matter of)

Friends of Cecil Heftel)
Committee)

SEP 12 10:51
MUR 420 (77)

CONCILIATION AGREEMENT

This matter was initiated on the basis of a notarized complaint filed under the Federal Election Campaign Act of 1971, as amended (hereinafter referred to as the FECA) specifically 2 U.S.C. §437g, with the Federal Election Commission (hereinafter referred to as the "Commission") against the campaign of Cecil Heftel for Congress and the Heftel Broadcasting Company, Inc. Pursuant to this complaint an investigation has been conducted; the Commission has found reasonable cause to believe that the Friends of Cecil Heftel Committee (hereinafter the "Committee") violated Section 441b of the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. §431 et seq. The Commission and Respondent Committee agree to resolve and conciliate the matters under review pursuant to 2 U.S.C. §437g(a)(5)(A) by agreeing as follows:

I. That the Commission has jurisdiction over the Respondent and the subject matter of this proceeding.

II. That the Respondent has had a reasonable opportunity to demonstrate that no action should be taken against it.

III. That the pertinent facts of this matter are as follows:

A. Cecil Heftel was and is, at all times relevant hereto, Chairman of the Board of Heftel Broadcasting Company, a corporation which owns the license for radio station KGMB,

and which until April, 1977, through a wholly owned subsidiary, owned the license for television station KGMB. All entities are located and do business in Honolulu, Hawaii and are hereinafter referred to as the "Corporation."

B. During 1976, Cecil Heftel was a candidate for Congress from the First District of Hawaii.

C. (1) On May 20, 1976, the Respondent Committee registered with the Commission as the principal campaign committee for the election of Cecil Heftel.

(2) In that registration, the Respondent Committee listed 1599 Kapiolani Blvd., Honolulu, a building leased to the Corporation, as its address. The Committee also maintained Post Office Box 22700, Honolulu, as its campaign mailing address and used the premises at 1599 Kapiolani Blvd. through June 17, 1976.

(3) On June 17, 1976, in an amendment to its statement of organization filed with the Commission, the Committee designated 851 Cooke Street, Honolulu, as its address.

D. On or about July 16, 1976, the Respondent Committee used five (5) hourly employees of the Corporation and a 1959 vehicle belonging to the Corporation to move five (5) desks and two (2) file cabinets, property of the Corporation, from 1599 Kapiolani Blvd. to 851 Cooke Street, and to organize the Committee's headquarters.

E. On or about November 3, 1976, the Respondent Committee used the Corporation's employees and vehicle described in

item D, above, to return the Corporation's furniture described above from 851 Cooke Street to 1599 Kapiolani Blvd.

F. The Respondent Committee made reimbursement to the Corporation for the use of its office space, furniture, employees and vehicle, and then reported these reimbursements to the Commission, as follows:

1. Respondent Committee paid the Corporation \$100.00 for "rent" on December 28, 1976 and disclosed this expenditure on its end-of-the-year report to the Commission.

2. On March 17, 1977 Respondent Committee reimbursed the Corporation in the amount of \$275.50 for the 58 man-hours spent by Corporation employees for moving and general maintenance chores performed for the Committee during the campaign. This expenditure was included in the Committee's first quarterly report for 1977 to the Commission, filed on or before April 10, 1977.

3. Respondent Committee reimbursed the Corporation for "office supplies" on August 3, and August 19, 1976 in the amounts of \$243 and \$107.43, respectively and reported these expenditures in its 10-day pre-primary report filed on or about September 20, 1976. The specific supplies for which this reimbursement was intended are not included in the report but the Committee believes that some of this amount may have been for the use of 5 desks and 2 file cabinets moved from 1599 Kapiolani Blvd. to the Committee's headquarters at 851 Cooke Street.

IV. The FECA of 1971, as amended (the Act), prohibits candidates and political committees from accepting in-kind contributions from corporations.

V. Respondent Committee's failure to pay a commercially reasonable amount for the use of the Corporation's office space, employees and vehicle within a commercially reasonable time after they were utilized, constitutes its receipt of in-kind corporate contributions, in violation of 2 U.S.C. §441b.

VI. Respondent Committee will pay a civil penalty in the amount of \$1,330, pursuant to 2 U.S.C. §437g(a)(6)(B).

VII. Respondent Committee will amend the appropriate reports filed pursuant to 2 U.S.C. §434 to reflect these expenditures.

VIII. That this conciliation agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matters set forth in the agreement.

IX. Should Cecil Heftel again become a candidate subject to the Act, Respondent Committee or its successor shall not accept any contributions or expenditures from any corporation in violation of the Act.

GENERAL CONDITIONS

X. The Commission, on request of anyone filing a complaint under 2 U.S.C. §437g(a)(1) concerning the matters at issue in this Agreement 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.

XI. It is mutually agreed that this agreement shall become effective as of the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

XII. It is agreed that Respondent shall have no more than thirty (30) days from the date this Agreement becomes effective to comply and implement the requirements contained in this Agreement and to so notify the Commission.

XIII. This Agreement is executed in full satisfaction of all issues raised in this compliance action.

Date

William C. Oldaker, Esquire
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Sept 12, 1978
Date

Carol L. Kuebler
Carol L. Kuebler, Esquire
Counsel
Friends of Cecil Heftel

BEFORE THE FEDERAL ELECTION COMMISSION
August 3, 1978

In the Matter of)
) MUR 420 (77)
Heftel Broadcasting Company, Inc.)

CONCILIATION AGREEMENT

This matter was initiated on the basis of a notarized complaint filed under the Federal Election Campaign Act of 1971, as amended (hereinafter referred to as the FECA) specifically 2 U.S.C. §437g, with the Federal Election Commission (hereinafter referred to as the "Commission") against the Heftel Broadcasting Company, Inc. and the campaign of Cecil Heftel for Congress. Pursuant to this complaint an investigation has been conducted; the Commission has found reasonable cause to believe that the Heftel Broadcasting Company, Inc. (hereinafter the "Corporation") violated Section 441b of the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. §431 et seq. The Commission and Respondent Corporation agree to resolve and conciliate the matters under review pursuant to 2 U.S.C. §437g(a)(5)(A) by agreeing as follows:

I. That the Commission has jurisdiction over the Respondent and the subject matter of this proceeding.

II. That the Respondent has had a reasonable opportunity to demonstrate that no action should be taken against it.

III. That the pertinent facts of this matter are as follows:

A. Cecil Heftel was and is, at all times relevant hereto, Chairman of the Board of Heftel Broadcasting Company, a corporation which owns the license for radio station KGMB,

and which until April, 1977, through a wholly owned subsidiary, owned the license for television station KGMB. All entities are located and do business in Honolulu, Hawaii and are hereinafter, referred to as the "Corporation."

B. During 1976, Cecil Heftel was a candidate for Congress from the First District of Hawaii.

C. (1) On May 20, 1976, the Friends of Cecil Heftel Committee (hereinafter the "Committee") registered with the Commission as the principal campaign committee for the election of Cecil Heftel.

(2) In that registration, the Committee listed 1599 Kapiolani Blvd., Honolulu, a building leased to Respondent Corporation, as its address. The Committee also maintained Post Office Box 22700, Honolulu, as its campaign mailing address and used the premises at 1599 Kapiolani Blvd. through June 17, 1976.

(3) On June 17, 1976, in an amendment to its statement of organization filed with the Commission, the Committee designated 851 Cooke Street, Honolulu, as its address.

D. On or about July 16, 1976, the Committee used five (5) hourly employees of the Respondent Corporation, and a 1959 vehicle belonging to the Corporation, to move five (5) desks and two (2) file cabinets, property of the Corporation, from 1599 Kapiolani Blvd. to 851 Cooke Street, and to organize the Committee's headquarters.

E. On or about November 3, 1976, the Committee used Respondent Corporation's employees and vehicle described

in item D, above, to return the Corporation's furniture described above from 851 Cooke Street to 1599 Kapiolani Blvd.

F. Respondent Corporation failed to charge the Committee for its use of the Corporation's office space, furniture, employees and vehicles when they were used, but the Committee later paid for these items, and then reported these reimbursements to the Commission as follows:

1. The Committee paid Respondent Corporation \$100.00 for "rent" on December 28, 1976 and disclosed this expenditure on its end-of-the-year report to the Commission.

2. On March 17, 1977, the Committee reimbursed Respondent Corporation in the amount of \$275.50 for the 58 man-hours spent by Corporation employees for moving and general maintenance chores performed for the Committee during the campaign. This expenditure was included in the Committee's first quarterly report for 1977 to the Commission, filed on or before April 10, 1977.

3. The Committee reimbursed Respondent Corporation for "office supplies" on August 4, and August 19, 1976 in the amounts of \$243 and \$107.43, respectively and reported these expenditures in its 10-day pre-primary report filed on or about September 20, 1976. The specific supplies for which this reimbursement was intended are not included in the report but the Corporation believes that some of this amount may have been for the use of 5 desks and 2 file cabinets moved from 1599 Kapiolani Blvd. to the Committee's headquarters at 851 Cooke Street.

IV. The FECA of 1971, as amended, (the Act), prohibits corporations from making in-kind contributions to candidates and political committees.

V. Respondent Corporation's failure to charge the Committee a commercially reasonable amount for the Committee's use of the Corporation's office space, furniture, employees and vehicle within a commercially reasonable time after they were utilized, constitutes an in-kind contribution by the Corporation, in violation of 2 U.S.C. §441b.

VI. Respondent Corporation will pay a civil penalty in the amount of \$1,330 pursuant to 2 U.S.C. §437g(a)(6)(B).

VII. That this conciliation agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matters set forth in the agreement.

VIII. Should the Respondent Corporation ever allow its goods, facilities, equipment, supplies, personnel or services to be used by a Federal candidate or committee, it shall not do so without charging for such usage in compliance with the Act.

GENERAL CONDITIONS

IX. The Commission, on request of anyone filing a complaint under 2 U.S.C. §437g(a)(1) concerning the matters at issue in this Agreement 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.

X. It is mutually agreed that this agreement shall become effective as of the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

- 5 -

XI. It is agreed that Respondent shall have no more than thirty (30) days from the date this Agreement becomes effective to comply and implement the requirements contained in this Agreement and to so notify the Commission.

XII. This Agreement is executed in full satisfaction of all issues raised in this compliance action.

Date

William C. Oldaker, Esquire
General Counsel
Federal Election Commission
1325 K Street, N. W.
Washington, D. C. 20463

7 3 0 1 0 0 3 : 1 1 3
Sept 12, 1978
Date

Carol Kuebler
Carol L. Kuebler, Esquire
Counsel
Heftel Broadcasting Co., Inc.

U.S. DEPARTMENT OF JUSTICE
FEDERAL ELECTION
COMMISSION

79 SEP 12 AM 10:51

WILLIAMS & JENSEN
A PROFESSIONAL CORPORATION
LAWYERS
1101 CONNECTICUT AVENUE, N.W.
WASHINGTON, D.C. 20036

TO:

Federal Election Commission
1325 K Street, N.W.
4th Floor
Washington, D.C. 20463

Attn: Lester Scall
FIRST CLASS MAIL

62128004082



FEDERAL ELECTION COMMISSION

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

August 24, 1978

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

Re: MUR 420 (77)

Dear Ms. Kuebler:

On August 23, 1978, the Commission considered the proposed modifications you submitted in connection with its August 9, 1978 proposed conciliation agreement. At that time the Commission decided to accept your substituted language for paragraph V of both agreements, and to reject your proposed reductions of penalties from \$1,330 to \$665 for both agreements.

If this is acceptable to you, please submit signed copies of the proposed agreements with these revisions within a week.

If you have any questions, please contact Lester Scall, the attorney assigned to this matter at 523-4052.

Sincerely,

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

William C. Oldaker
General Counsel

730400082140

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
Congressman Cecil Heftel:) MUR 420 (77)
Friends of Cecil Heftel)
Committee;)
Heftel Broadcasting Co., Inc.)

CERTIFICATION

I, Marjorie W. Emmons, Secretary to the Federal Election Commission, do hereby certify that on August 23, 1978, the Commission determined by a vote of 5-0 to adopt the recommendation of the General Counsel to take the following actions in the above-captioned matter:

1. Accept respondent's counter proposal with regard to the admission of violations paragraph V in both agreements, and reject the counter proposal with regard to a reduction of penalties from \$1,330 to \$665 in both agreements.
2. Authorize the sending of the letter to respondent's counsel attached to the General Counsel's Report dated August 18, 1978.

Voting for these determinations were Commissioners Harris, Aikens, Staebler, Springer and Thomson.

Attest.

8/23/78
Date

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

Received in Office of Commission Secretary: 8-21-78, 9:52
Circulated on 48 hour vote basis: 8-21-78, 1:00

August 21, 1979

MEMORANDUM TO: Marge Emmons
FROM: Elissa T. Garr
SUBJECT: MUR 420

Please have the attached General Counsel's Report on MUR 420 distributed to the Commission on a 48 hour tally basis.

Thank you.

79040082142

BEFORE THE FEDERAL ELECTION COMMISSION
August 18, 1978

In the Matter of)
)
Congressman Cecil Heftel;) MUR 420 (77)
Friends of Cecil Heftel)
Committee;)
Heftel Broadcasting Co., Inc.)

GENERAL COUNSEL'S REPORT

On August 15, 1978, counsel for respondents submitted a response to the Commission's most recent revised proposed agreement. Respondents propose two changes in the agreements with arguments in support of their position. (See attachments)

The proposed changes are:

- (1) A reduction of the civil penalties from \$1,330 to \$665 for both respondents;
- (2) Substitution of language in the admission of violation paragraphs. Instead of the Commission's proposed language that the violations occurred because of a failure to pay and to charge for the items in question "at the time they were utilized," respondents propose to characterize the violations as a failure to pay and charge "a commercially reasonable amount" "within a commercially reasonable time."

During the Commission's consideration of the matter, there was a recognition that the amount of payment was insufficient and that the gap between the time the corporate items were provided and payment was made, was unreasonable. We think respondent's proposed substitution of language in the admission

of violation paragraphs is consistent with this view and should be accepted.

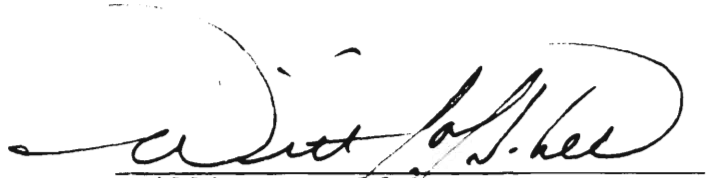
We also think that the penalties of \$1,330 are consistent with the Commission's views as to all the circumstances of this matter and should be retained.

RECOMMENDATION

Accept respondent's counter proposal with regard to the admission of violations paragraph V in both agreements, and reject the counter proposal with regard to a reduction of penalties from \$1,330 to \$665 in both agreements. Authorize the sending of the attached letter to respondent's counsel.

8/18/78

Date



William C. Oldaker
General Counsel



FEDERAL ELECTION COMMISSION

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

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

Re: MUR 420 (77)

Dear Ms. Kuebler:

On 1978, the Commission considered the proposed modifications you submitted in connection with its August 9, 1978 proposed conciliation agreement. At that time the Commission decided to accept your substituted language for paragraph V of both agreements, and to reject your proposed reductions of penalties from \$1,330 to \$665 for both agreements.

If this is acceptable to you, please submit signed copies of the proposed agreements with these revisions within a week.

If you have any questions, please contact Lester Scall, the attorney assigned to this matter at 523-4052.

Sincerely,

William C. Oldaker
General Counsel

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

August 14, 1978

TELEPHONE
(202) 659-8201

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 420(77)

Dear Mr. Oldaker:

This letter concerns the newly revised proposed conciliation agreement for the Friends of Cecil Heftel Committee and the Heftel Broadcasting Co., Inc. which we received on August 10. After consultation with my clients I am authorized to report to you that with certain exceptions these agreements are acceptable.

Our counter proposal would differ from your August 9, 1978 proposal in the following ways:

1. Friends of Cecil Heftel Committee. The civil penalty assessed on page 4 at par. VI we would propose is \$665, the amount of the necessary additional reimbursement. Page 4 par. V would be revised to read:

Respondent Committee's failure to pay a commercially reasonable amount for the use of the Corporation's office space, employees and vehicle within a commercially reasonable time after they were utilized, constitutes its receipt of in-kind corporate contributions, in violation of 2 U.S.C. §441b. (New language underscored.)

2. Heftel Broadcasting Co., Inc. On page 4, par. V would be revised to read in its entirety:

Respondent Corporation's failure to charge the Committee a commercially reasonable amount for the Committee's use of the Corporation's office space, furniture, employees and vehicle within a commercially reasonable time after they were utilized, constitutes an in-kind contribution by the Corporation, in violation of 2 U.S.C. §441b. (New language underscored.)

William C. Oldaker, Esq.
August 14, 1978
Page Two

In par. VI, the civil penalty would be revised to \$665, namely the amount of the additional charge which should have been made.

Attached for your convenience is a short summary of our reasons for suggesting these revisions. If you have any questions please don't hesitate to call me.

Sincerely,



Carole L. Kuebler

CLK:lg

Enclosure

cc: Hon. Cecil Heftel

79040382147

Reasons for Proposed Amendments to Revised Proposed Conciliation Agreement of August 9, 1978 - Heftel Broadcasting Co., Inc. and Friends of Cecil Heftel Committee.

The issues involved in conciliation negotiations at this point boil down to these: What should be the penalty, if any, because the Committee's reimbursement for the use of the corporation's office space, furniture, employees and vehicles was \$665 less than the usual and normal charge for those goods and services, and because the Committee failed to reimburse the corporation for those goods and services within a commercially reasonable time after their use or purchase.

The Commission's own regulations defining the term "contribution" and discussing reporting of in-kind contributions, CFR §§100.4 and 104.3, provide specific guidelines to the effect that in-kind contributions shall be handled as the goods or services would have been valued and treated for payment in the market from which they would have ordinarily have been purchased at the time of their contribution. Heretofore, to our knowledge the Commission has not required that charges and payments for items and services be made at the same time in which they are used -- merely within a commercially reasonable time -- to insist otherwise would seem to be a departure from published regulations and previously enunciated policy.

It is fairly common in commercial practice that billing for goods or services may be made after, not at the time of sale. For example, several other items in the Heftel campaign purchased in the commercial marketplace were paid for several months after the goods were received or the services rendered. We respectfully

suggest that a six month delay in reimbursement is not a commercially unreasonable time in which payment might have been made for goods or services, and in any event certainly nothing more than a merely negligent delay.

The Friends of Cecil Heftel Committee and Heftel Broadcasting have not disputed the Commission staff estimates that the actual reimbursement made may not have been sufficient. They have merely pointed out that a good faith effort was made at the time to make a commercially reasonable estimate and there was never any attempt to evade the responsibilities for reimbursement. We respectfully suggest that assessing a civil penalty at two times the amount of the additional reimbursement owed is excessive considering the de minimus nature of the violation, the benign nature of the oversight, and the fact that an attempt was made on the Committee's own initiative to correct the oversight. In designing a penalty structure the Commission might do well to do so in such a way as to encourage rather than penalize after-the-fact correction of disclosure reports. Therefore, we respectfully request modification of the proposed civil penalties to \$665, the amount of the reimbursement owed, for each party.

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4576

WILLIAMS & JENSEN
A PROFESSIONAL CORPORATION
LAWYERS

1101 CONNECTICUT AVENUE, N.W.

WASHINGTON, D. C. 20036

August 14, 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

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 420(77)

Dear Mr. Oldaker:

This letter concerns the newly revised proposed conciliation agreement for the Friends of Cecil Heftel Committee and the Heftel Broadcasting Co., Inc. which we received on August 10. After consultation with my clients I am authorized to report to you that with certain exceptions these agreements are acceptable.

Our counter proposal would differ from your August 9, 1978 proposal in the following ways:

1. Friends of Cecil Heftel Committee. The civil penalty assessed on page 4 at par. VI we would propose is \$665, the amount of the necessary additional reimbursement. Page 4 par. V would be revised to read:

Respondent Committee's failure to pay a commercially reasonable amount for the use of the Corporation's office space, employees and vehicle within a commercially reasonable time after they were utilized, constitutes its receipt of in-kind corporate contributions, in violation of 2 U.S.C. §441b. (New language underscored.)

2. Heftel Broadcasting Co., Inc. On page 4, par. V would be revised to read in its entirety:

Respondent Corporation's failure to charge the Committee a commercially reasonable amount for the Committee's use of the Corporation's office space, furniture, employees and vehicle within a commercially reasonable time after they were utilized, constitutes an in-kind contribution by the Corporation, in violation of 2 U.S.C. §441b. (New language underscored.)

William C. Oldaker, Esq.
August 14, 1978
Page Two

In par. VI, the civil penalty would be revised to \$665, namely the amount of the additional charge which should have been made.

Attached for your convenience is a short summary of our reasons for suggesting these revisions. If you have any questions please don't hesitate to call me.

Sincerely,



Carole L. Kuebler

CLK:lg

Enclosure

cc: Hon. Cecil Heftel

7304003151

Reasons for Proposed Amendments to Revised Proposed Conciliation Agreement of August 9, 1978 - Heftel Broadcasting Co., Inc. and Friends of Cecil Heftel Committee.

The issues involved in conciliation negotiations at this point boil down to these: What should be the penalty, if any, because the Committee's reimbursement for the use of the corporation's office space, furniture, employees and vehicles was \$665 less than the usual and normal charge for those goods and services, and because the Committee failed to reimburse the corporation for those goods and services within a commercially reasonable time after their use or purchase.

The Commission's own regulations defining the term "contribution" and discussing reporting of in-kind contributions, CFR §§100.4 and 104.3, provide specific guidelines to the effect that in-kind contributions shall be handled as the goods or services would have been valued and treated for payment in the market from which they would have ordinarily have been purchased at the time of their contribution. Heretofore, to our knowledge the Commission has not required that charges and payments for items and services be made at the same time in which they are used -- merely within a commercially reasonable time -- to insist otherwise would seem to be a departure from published regulations and previously enunciated policy.

It is fairly common in commercial practice that billing for goods or services may be made after, not at the time of sale. For example, several other items in the Heftel campaign purchased in the commercial marketplace were paid for several months after the goods were received or the services rendered. We respectfully

suggest that a six month delay in reimbursement is not a commercially unreasonable time in which payment might have been made for goods or services, and in any event certainly nothing more than a merely negligent delay.

The Friends of Cecil Heftel Committee and Heftel Broadcasting have not disputed the Commission staff estimates that the actual reimbursement made may not have been sufficient. They have merely pointed out that a good faith effort was made at the time to make a commercially reasonable estimate and there was never any attempt to evade the responsibilities for reimbursement. We respectfully suggest that assessing a civil penalty at two times the amount of the additional reimbursement owed is excessive considering the de minimus nature of the violation, the benign nature of the oversight, and the fact that an attempt was made on the Committee's own initiative to correct the oversight. In designing a penalty structure the Commission might do well to do so in such a way as to encourage rather than penalize after-the-fact correction of disclosure reports. Therefore, we respectfully request modification of the proposed civil penalties to \$665, the amount of the reimbursement owed, for each party.

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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

FIRST CLASS MAIL

4th floor.



FEDERAL ELECTION COMMISSION

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

August 9, 1978

Carole L. Kuebler, Esquire
Williams & Jensen
1130 17th Street, N.W.
Washington, D.C. 20036

Re: MUR 420 (77)

Dear Ms. Kuebler:

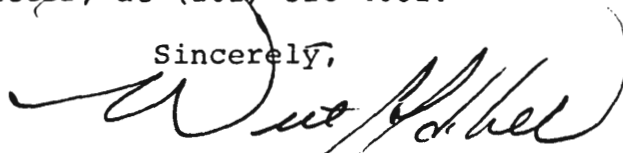
On August 2, 1978, the Commission considered and rejected the proposed revised conciliation agreements you submitted on July 3, 1978. The Commission also determined there was probable cause to believe that respondents Friends of Cecil Heftel Committee and Heftel Broadcasting Co., Inc. violated 2 U.S.C. §441b but directed that conciliation negotiations be extended for a brief period on the basis of newly revised proposed agreements. These proposals are attached.

The proposals differ from the July 3, 1978 proposals in the following ways:

1. They provide for civil penalties rather than repayment by the Committee to the Corporation and they fix the penalties at \$1,330 for each respondent.
2. They delete the reference to the use of the Corporate office space as "incidental."
3. They delete from the Committee's proposed agreement the phrase that characterized the Committee's earlier payments as a "... good faith effort to make adequate reimbursement."
4. They delete the provisions stating that
 - a) the violations were not knowing and willful,
 - b) the regulations were promulgated after the events in question, and
 - c) that it is the Commission's belief that insufficient amounts were paid for the Corporate contributions provided.

If you and your clients find these agreements acceptable, please sign them and return them to us within two weeks. If you have any questions please contact Lester Scall, the attorney assigned to this matter, at (202) 523-4052.

Sincerely,



William C. Oldaker
General Counsel

Enclosures

420 Scall

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 Kuebler
(PICKED UP BY MESSENGER)

3. ARTICLE DESCRIPTION
REGISTERED NO CERTIFIED NO INSURED NO

(Always obtain signature of addressee or agent)

I have received the article described above
SIGNATURE ☐ Addressee ☒ Authorized agent
Linda Grider

4. DATE OF DELIVERY 8-10-78 POSTMARK

5. ADDRESS (Complete only if requested)
1130 - 17th St, NW

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

☆ GPO 1977-0-249-595

BEFORE THE FEDERAL ELECTION COMMISSION
August 3, 1978

In the Matter of)
Heftel Broadcasting Company, Inc.) MUR 420 (77)

CONCILIATION AGREEMENT

451800166
This matter was initiated on the basis of a notarized complaint filed under the Federal Election Campaign Act of 1971, as amended (hereinafter referred to as the FECA) specifically 2 U.S.C. §437g, with the Federal Election Commission (hereinafter referred to as the "Commission") against the Heftel Broadcasting Company, Inc. and the campaign of Cecil Heftel for Congress. Pursuant to this complaint an investigation has been conducted; the Commission has found reasonable cause to believe that the Heftel Broadcasting Company, Inc. (hereinafter the "Corporation") violated Section 441b of the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. §431 et seq. The Commission and Respondent Corporation agree to resolve and conciliate the matters under review pursuant to 2 U.S.C. §437g(a)(5)(A) by agreeing as follows:

I. That the Commission has jurisdiction over the Respondent and the subject matter of this proceeding.

II. That the Respondent has had a reasonable opportunity to demonstrate that no action should be taken against it.

III. That the pertinent facts of this matter are as follows:

A. Cecil Heftel was and is, at all times relevant hereto, Chairman of the Board of Heftel Broadcasting Company, a corporation which owns the license for radio station KGMB,

and which until April, 1977, through a wholly owned subsidiary, owned the license for television station KGMB. All entities are located and do business in Honolulu, Hawaii and are hereinafter, referred to as the "Corporation."

B. During 1976, Cecil Heftel was a candidate for Congress from the First District of Hawaii.

C. (1) On May 20, 1976, the Friends of Cecil Heftel Committee (hereinafter the "Committee") registered with the Commission as the principal campaign committee for the election of Cecil Heftel.

(2) In that registration, the Committee listed 1599 Kapiolani Blvd., Honolulu, a building leased to Respondent Corporation, as its address. The Committee also maintained Post Office Box 22700, Honolulu, as its campaign mailing address and used the premises at 1599 Kapiolani Blvd. through June 17, 1976.

(3) On June 17, 1976, in an amendment to its statement of organization filed with the Commission, the Committee designated 851 Cooke Street, Honolulu, as its address.

D. On or about July 16, 1976, the Committee used five (5) hourly employees of the Respondent Corporation, and a 1959 vehicle belonging to the Corporation, to move five (5) desks and two (2) file cabinets, property of the Corporation, from 1599 Kapiolani Blvd. to 851 Cooke Street, and to organize the Committee's headquarters.

E. On or about November 3, 1976, the Committee used Respondent Corporation's employees and vehicle described

43010782178

in item D, above, to return the Corporation's furniture described above from 851 Cooke Street to 1599 Kapiolani Blvd.

F. Respondent Corporation failed to charge the Committee for its use of the Corporation's office space, furniture, employees and vehicles when they were used, but the Committee later paid for these items, and then reported these reimbursements to the Commission as follows:

1. The Committee paid Respondent Corporation \$100.00 for "rent" on December 28, 1976 and disclosed this expenditure on its end-of-the-year report to the Commission.

2. On March 17, 1977, the Committee reimbursed Respondent Corporation in the amount of \$275.50 for the 58 man-hours spent by Corporation employees for moving and general maintenance chores performed for the Committee during the campaign. This expenditure was included in the Committee's first quarterly report for 1977 to the Commission, filed on or before April 10, 1977.

3. The Committee reimbursed Respondent Corporation for "office supplies" on August 4, and August 19, 1976 in the amounts of \$243 and \$107.43, respectively and reported these expenditures in its 10-day pre-primary report filed on or about September 20, 1976. The specific supplies for which this reimbursement was intended are not included in the report but the Corporation believes that some of this amount may have been for the use of 5 desks and 2 file cabinets moved from 1599 Kapiolani Blvd. to the Committee's headquarters at 851 Cooke Street.

7301008215

IV. The FECA of 1971, as amended, (the Act), prohibits corporations from making in-kind contributions to candidates and political committees.

V. Respondent Corporation's failure to charge the Committee for the Committee's use of the Corporation's office space, furniture, employees and vehicle at the time they were utilized, constitutes an in-kind contribution by the Corporation, in violation of 2 U.S.C. §441b.

VI. Respondent Corporation will pay a civil penalty in the amount of \$1,330 pursuant to 2 U.S.C. §437g(a)(6)(B).

VII. That this conciliation agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matters set forth in the agreement.

VIII. Should the Respondent Corporation ever allow its goods, facilities, equipment, supplies, personnel or services to be used by a Federal candidate or committee, it shall not do so without charging for such usage in compliance with the Act.

GENERAL CONDITIONS

IX. The Commission, on request of anyone filing a complaint under 2 U.S.C. §437g(a)(1) concerning the matters at issue in this Agreement 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.

X. It is mutually agreed that this agreement shall become effective as of the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

XI. It is agreed that Respondent shall have no more than thirty (30) days from the date this Agreement becomes effective to comply and implement the requirements contained in this Agreement and to so notify the Commission.

XII. This Agreement is executed in full satisfaction of all issues raised in this compliance action.

Date

William C. Oldaker, Esquire
General Counsel
Federal Election Commission
1325 K Street, N. W.
Washington, D. C. 20463

Date

Carole L. Kuebler, Esquire
Counsel
Heftel Broadcasting Co., Inc.

100-1082161

In the Matter of)
)
Friends of Cecil Heftel) MUR 420 (77)
Committee)

CONCILIATION AGREEMENT

This matter was initiated on the basis of a notarized complaint filed under the Federal Election Campaign Act of 1971, as amended (hereinafter referred to as the FECA) specifically 2 U.S.C. §437g, with the Federal Election Commission (hereinafter referred to as the "Commission") against the campaign of Cecil Heftel for Congress and the Heftel Broadcasting Company, Inc. Pursuant to this complaint an investigation has been conducted; the Commission has found reasonable cause to believe that the Friends of Cecil Heftel Committee (hereinafter the "Committee") violated Section 441b of the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. §431 et seq. The Commission and Respondent Committee agree to resolve and conciliate the matters under review pursuant to 2 U.S.C. §437g(a)(5)(A) by agreeing as follows:

- I. That the Commission has jurisdiction over the Respondent and the subject matter of this proceeding.
- II. That the Respondent has had a reasonable opportunity to demonstrate that no action should be taken against it.
- III. That the pertinent facts of this matter are as follows:
- A. Cecil Heftel was and is, at all times relevant hereto, Chairman of the Board of Heftel Broadcasting Company, a corporation which owns the license for radio station KGMB,

and which until April, 1977, through a wholly owned subsidiary, owned the license for television station KGMB. All entities are located and do business in Honolulu, Hawaii and are hereinafter referred to as the "Corporation."

B. During 1976, Cecil Heftel was a candidate for Congress from the First District of Hawaii.

C. (1) On May 20, 1976, the Respondent Committee registered with the Commission as the principal campaign committee for the election of Cecil Heftel.

(2) In that registration, the Respondent Committee listed 1599 Kapiolani Blvd., Honolulu, a building leased to the Corporation, as its address. The Committee also maintained Post Office Box 22700, Honolulu, as its campaign mailing address and used the premises at 1599 Kapiolani Blvd. through June 17, 1976.

(3) On June 17, 1976, in an amendment to its statement of organization filed with the Commission, the Committee designated 851 Cooke Street, Honolulu, as its address.

D. On or about July 16, 1976, the Respondent Committee used five (5) hourly employees of the Corporation and a 1959 vehicle belonging to the Corporation to move five (5) desks and two (2) file cabinets, property of the Corporation, from 1599 Kapiolani Blvd. to 851 Cooke Street, and to organize the Committee's headquarters.

E. On or about November 3, 1976, the Respondent Committee used the Corporation's employees and vehicle described in

item D, above, to return the Corporation's furniture described above from 851 Cooke Street to 1599 Kapiolani Blvd.

F. The Respondent Committee made reimbursement to the Corporation for the use of its office space, furniture, employees and vehicle, and then reported these reimbursements to the Commission, as follows:

1. Respondent Committee paid the Corporation \$100.00 for "rent" on December 28, 1976 and disclosed this expenditure on its end-of-the-year report to the Commission.

2. On March 17, 1977 Respondent Committee reimbursed the Corporation in the amount of \$275.50 for the 58 man-hours spent by Corporation employees for moving and general maintenance chores performed for the Committee during the campaign. This expenditure was included in the Committee's first quarterly report for 1977 to the Commission, filed on or before April 10, 1977.

3. Respondent Committee reimbursed the Corporation for "office supplies" on August 3, and August 19, 1976 in the amounts of \$243 and \$107.43, respectively and reported these expenditures in its 10-day pre-primary report filed on or about September 20, 1976. The specific supplies for which this reimbursement was intended are not included in the report but the Committee believes that some of this amount may have been for the use of 5 desks and 2 file cabinets moved from 1599 Kapiolani Blvd. to the Committee's headquarters at 851 Cooke Street.

IV. The FECA of 1971, as amended (the Act), prohibits candidates and political committees from accepting in-kind contributions from corporations.

V. Respondent Committee's failure to pay for the use of the Corporation's office space, employees and vehicle at the time they were utilized, constitutes its receipt of in-kind corporate contributions, in violation of 2 U.S.C. §441b.

VI. Respondent Committee will pay a civil penalty in the amount of \$1,330, pursuant to 2 U.S.C. §437g(a)(6)(B).

VII. Respondent Committee will amend the appropriate reports filed pursuant to 2 U.S.C. §434 to reflect these expenditures.

VIII. That this conciliation agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matters set forth in the agreement.

IX. Should Cecil Heftel again become a candidate subject to the Act, Respondent Committee or its successor shall not accept any contributions or expenditures from any corporation in violation of the Act.

GENERAL CONDITIONS

X. The Commission, on request of anyone filing a complaint under 2 U.S.C. §437g(a)(1) concerning the matters at issue in this Agreement 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.

XI. It is mutually agreed that this agreement shall become effective as of the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

XII. It is agreed that Respondent shall have no more than thirty (30) days from the date this Agreement becomes effective to comply and implement the requirements contained in this Agreement and to so notify the Commission.

XIII. This Agreement is executed in full satisfaction of all issues raised in this compliance action.

7 3 0 1 0 7 3 2 1 6 6

Date

William C. Oldaker, Esquire
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Date

Jeffrey Watanabe, Esquire
Assistant Treasurer and Counsel
Friends of Cecil Heftel

Date

Carole L. Kuebler, Esquire
Counsel
Friends of Cecil Heftel

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
Friends of Cecil Heftel) MUR 420 (77)
Committee:)
Heftel Broadcasting Co., Inc.)

CERTIFICATION

I, Marjorie W. Emmons, Secretary to the Federal Commission, do hereby certify that on August 7, 1978, the Commission approved by a vote of 6-0 the recommendation in the General Counsel's Report dated August 2, 1978 to take the following actions in the above-captioned matter:

1. Adopt the proposed conciliation agreements for respondents Committee and Corporation.
2. Send the cover letter attached to the General Counsel's Report.

Date: 8/7/78

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

Received in Office of Commission Secretary: 8-4-78, 11:35
Circulated on 48 hour vote basis: 8-4-78, 1:00

August 4, 1978

MEMORANDUM TO: Marge Emmons
FROM: Elissa T. Garr
SUBJECT: MUR 420

Please have the attached General Counsel's Report
on MUR 420 distributed to the Commission on a 48 hour
tally basis.

Thank you.

78040082168

BEFORE THE FEDERAL ELECTION COMMISSION
August 2, 1978

In the Matter of)
)
)
) MUR 420 (77)
Friends of Cecil Heftel)
Committee;)
Heftel Broadcasting Co., Inc.)

GENERAL COUNSEL'S REPORT

On August 2, 1978, the Commission considered revised proposed conciliation agreements with respondents Committee and Corporation and rejected them. The Commission also determined there was probable cause to believe respondents violated 2 U.S.C. §441b but directed us to continue with conciliation negotiations on the basis of newly revised proposed agreements for both respondents that would:

1. Provide for civil penalties rather than repayment for the contributions by the Corporation to the Committee; and
2. Fix civil penalties at an amount twice that of the value of the unreimbursed contributions, which value was suggested in our report of July 31, 1978, or \$1,330 each.

Consistent with the Commission's expressed views on this matter, we think that new proposed agreements should also:

1. Strike any reference to the use of the Corporate office space by the Committee as "incidental";

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2. Continue with our recommended deletion from the previous draft agreement of the phrase that characterized the Committee's payments as "a good faith effort to make adequate reimbursement"; and
3. Delete the provisions which appeared in the previous draft agreements stating that the violations were not knowing and willful, that the regulations were promulgated after the events in question, and that it is the Commission's belief that insufficient amounts were paid for the Corporate contributions provided.

Attached are newly proposed agreements which reflect the revisions.

RECOMMENDATION

Adopt the proposed conciliation agreements for respondents Committee and Corporation and the attached cover letter.

8/3/78

Date



William C. Oldaker
General Counsel



FEDERAL ELECTION COMMISSION

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

Carole L. Kuebler, Esquire
Williams & Jensen
1130 17th Street, N.W.
Washington, D.C. 20036

Re: MUR 420 (77)

Dear Ms. Kuebler:

On August 2, 1978, the Commission considered and rejected the proposed revised conciliation agreements you submitted on July 3, 1978. The Commission also determined there was probable cause to believe that respondents Friends of Cecil Heftel Committee and Heftel Broadcasting Co., Inc. violated 2 U.S.C. §441b but directed that conciliation negotiations be extended for a brief period on the basis of newly revised proposed agreements. These proposals are attached.

The proposals differ from the July 3, 1978 proposals in the following ways:

1. They provide for civil penalties rather than repayment by the Committee to the Corporation and they fix the penalties at \$1,330 for each respondent.
2. They delete the reference to the use of the Corporate office space as "incidental."
3. They delete from the Committee's proposed agreement the phrase that characterized the Committee's earlier payments as a "... good faith effort to make adequate reimbursement."
4. They delete the provisions stating that
 - a) the violations were not knowing and willful,
 - b) the regulations were promulgated after the events in question, and
 - c) that it is the Commission's belief that insufficient amounts were paid for the Corporate contributions provided.

- 2 -

If you and your clients find these agreements acceptable, please sign them and return them to us within two weeks. If you have any questions please contact Lester Scall, the attorney assigned to this matter, at (202) 523-4052.

Sincerely,

William C. Oldaker
General Counsel

Enclosures

BEFORE THE FEDERAL ELECTION COMMISSION
August 3, 1978

In the Matter of)
) MUR 420 (77)
Heftel Broadcasting Company, Inc.)

CONCILIATION AGREEMENT

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This matter was initiated on the basis of a notarized complaint filed under the Federal Election Campaign Act of 1971, as amended (hereinafter referred to as the FECA) specifically 2 U.S.C. §437g, with the Federal Election Commission (hereinafter referred to as the "Commission") against the Heftel Broadcasting Company, Inc. and the campaign of Cecil Heftel for Congress. Pursuant to this complaint an investigation has been conducted; the Commission has found reasonable cause to believe that the Heftel Broadcasting Company, Inc. (hereinafter the "Corporation") violated Section 441b of the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. §431 et seq. The Commission and Respondent Corporation agree to resolve and conciliate the matters under review pursuant to 2 U.S.C. §437g(a)(5)(A) by agreeing as follows:

I. That the Commission has jurisdiction over the Respondent and the subject matter of this proceeding.

II. That the Respondent has had a reasonable opportunity to demonstrate that no action should be taken against it.

III. That the pertinent facts of this matter are as follows:

A. Cecil Heftel was and is, at all times relevant hereto, Chairman of the Board of Heftel Broadcasting Company, a corporation which owns the license for radio station KGMB,

B. During 1976, Cecil Heftel was a candidate for Congress from the First District of Hawaii.

(2) In that registration, the Committee listed 1599 Kapiolani Blvd., Honolulu, a building leased to Respondent Corporation, as its address. The Committee also maintained Post Office Box 22700, Honolulu, as its campaign mailing address and used the premises at 1599 Kapiolani Blvd. through June 17, 1976.

D. On or about July 16, 1976, the Committee used five (5) hourly employees of the Respondent Corporation, and a 1959 vehicle belonging to the Corporation, to move five (5) desks and two (2) file cabinets, property of the Corporation, from 1599 Kapiolani Blvd. to 851 Cooke Street, and to organize the Committee's headquarters.

E. On or about November 3, 1976, the Committee used Respondent Corporation's employees and vehicle described

in item D, above, to return the Corporation's furniture described above from 851 Cooke Street to 1599 Kapiolani Blvd.

F. Respondent Corporation failed to charge the Committee for its use of the Corporation's office space, furniture, employees and vehicles when they were used, but the Committee later paid for these items, and then reported these reimbursements to the Commission as follows:

1. The Committee paid Respondent Corporation \$100.00 for "rent" on December 28, 1976 and disclosed this expenditure on its end-of-the-year report to the Commission.

2. On March 17, 1977, the Committee reimbursed Respondent Corporation in the amount of \$275.50 for the 58 man-hours spent by Corporation employees for moving and general maintenance chores performed for the Committee during the campaign. This expenditure was included in the Committee's first quarterly report for 1977 to the Commission, filed on or before April 10, 1977.

3. The Committee reimbursed Respondent Corporation for "office supplies" on August 4, and August 19, 1976 in the amounts of \$243 and \$107.43, respectively and reported these expenditures in its 10-day pre-primary report filed on or about September 20, 1976. The specific supplies for which this reimbursement was intended are not included in the report but the Corporation believes that some of this amount may have been for the use of 5 desks and 2 file cabinets moved from 1599 Kapiolani Blvd. to the Committee's headquarters at 851 Cooke Street.

IV. The FECA of 1971, as amended, (the Act), prohibits corporations from making in-kind contributions to candidates and political committees.

V. Respondent Corporation's failure to charge the Committee for the Committee's use of the Corporation's office space, furniture, employees and vehicle at the time they were utilized, constitutes an in-kind contribution by the Corporation, in violation of 2 U.S.C. §441b.

VI. Respondent Corporation will pay a civil penalty in the amount of \$1,330 pursuant to 2 U.S.C. §437g(a)(6)(B).

VII. That this conciliation agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matters set forth in the agreement.

VIII. Should the Respondent Corporation ever allow its goods, facilities, equipment, supplies, personnel or services to be used by a Federal candidate or committee, it shall not do so without charging for such usage in compliance with the Act.

GENERAL CONDITIONS

IX. The Commission, on request of anyone filing a complaint under 2 U.S.C. §437g(a)(1) concerning the matters at issue in this Agreement 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.

X. It is mutually agreed that this agreement shall become effective as of the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

XI. It is agreed that Respondent shall have no more than thirty (30) days from the date this Agreement becomes effective to comply and implement the requirements contained in this Agreement and to so notify the Commission.

XII. This Agreement is executed in full satisfaction of all issues raised in this compliance action.

Date

William C. Oldaker, Esquire
General Counsel
Federal Election Commission
1325 K Street, N. W.
Washington, D. C. 20463

Date

Carole L. Kuebler, Esquire
Counsel
Heftel Broadcasting Co., Inc.

200003173

and which until April, 1977, through a wholly owned subsidiary, owned the license for television station KGMB. All entities are located and do business in Honolulu, Hawaii and are hereinafter referred to as the "Corporation."

B. During 1976, Cecil Heftel was a candidate for Congress from the First District of Hawaii.

C. (1) On May 20, 1976, the Respondent Committee registered with the Commission as the principal campaign committee for the election of Cecil Heftel.

(2) In that registration, the Respondent Committee listed 1599 Kapiolani Blvd., Honolulu, a building leased to the Corporation, as its address. The Committee also maintained Post Office Box 22700, Honolulu, as its campaign mailing address and used the premises at 1599 Kapiolani Blvd. through June 17, 1976.

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E. On or about November 3, 1976, the Respondent Committee used the Corporation's employees and vehicle described in

item D, above, to return the Corporation's furniture described above from 851 Cooke Street to 1599 Kapiolani Blvd.

F. The Respondent Committee made reimbursement to the Corporation for the use of its office space, furniture, employees and vehicle, and then reported these reimbursements to the Commission, as follows:

1. Respondent Committee paid the Corporation \$100.00 for "rent" on December 28, 1976 and disclosed this expenditure on its end-of-the-year report to the Commission.

2. On March 17, 1977 Respondent Committee reimbursed the Corporation in the amount of \$275.50 for the 58 man-hours spent by Corporation employees for moving and general maintenance chores performed for the Committee during the campaign. This expenditure was included in the Committee's first quarterly report for 1977 to the Commission, filed on or before April 10, 1977.

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VII. Respondent Committee will amend the appropriate reports filed pursuant to 2 U.S.C. §434 to reflect these expenditures.

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IX. Should Cecil Heftel again become a candidate subject to the Act, Respondent Committee or its successor shall not accept any contributions or expenditures from any corporation in violation of the Act.

GENERAL CONDITIONS

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XIII. This Agreement is executed in full satisfaction of all issues raised in this compliance action.

Date

William C. Oldaker, Esquire
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Date

Jeffrey Watanabe, Esquire
Assistant Treasurer and Counsel
Friends of Cecil Heftel

Date

Carole L. Kuebler, Esquire
Counsel
Friends of Cecil Heftel

GC# 4369

GEORGE R. ARIYOSHI
GOVERNOR



RECEIVED
FEDERAL ELECTION
COMMISSION

EILEEN R. ANDERSON
DIRECTOR OF BUDGET & FINANCE

ALBERT G.Y. TOM
Chairman

ROBERT H. RATH, SR.
Commissioner

SUNAO KIDO
Commissioner

STATE OF HAWAII
PUBLIC UTILITIES COMMISSION
DEPARTMENT OF BUDGET AND FINANCE
1164 Bishop Street, Suite 911
Honolulu, Hawaii 96813

1978 AUG 4 PM 12:19

805056

August 1, 1978

Federal Election Commission
1325-K Street, N.W.
Washington, D.C. 20463

Attention: Mr. Lester Scall (OGC)

Gentlemen:

Pursuant to our telephone conversation of August 1, 1978, we are enclosing copies of the tariff sheets you have requested.

If we can be of further assistance, please feel free to contact this office.

Very truly yours,

Lawrence T. Hiranaka
Lawrence T. Hiranaka
Director of Transportation

LTH:sn

Enclosure

7 3 0 4 0 0 8 2 1 3

LOCAL, JOINT AND PROPORTIONAL HOUSEHOLD GOODS
TARIFF NO. 1-A

SECTION 2

INTRA - ISLAND RATES

ITEM
NO.

RATES IN DOLLARS AND CENTS PER HOUR

SUBJECT TO NOTES 1, 2, 3, 4, 5, 6.

(A)
200

UNIT OF EQUIPMENT	STRAIGHT TIME	OVERTIME	
		COL. A	COL. B
WITH DRIVER -----	\$22.10	\$27.55	\$34.35
ADDITIONAL HELPERS, PER MAN --	\$15.75	\$21.25	\$27.80

NOTE 1: MINIMUM CHARGE: THE CHARGE FOR ONE HOUR ON MONDAYS THROUGH FRIDAYS;
FOUR HOURS ON SATURDAYS, SUNDAYS AND HOLIDAYS.

NOTE 2: FOR COMPUTATION OF TIME SEE ITEM NO. 70.

NOTE 3: STRAIGHT TIME RATES APPLY MONDAYS THROUGH FRIDAYS BETWEEN THE HOURS
OF 7:30 A.M. AND 4:30 P.M., ON ALL WORK PERFORMED EIGHT (8) HOURS
OR LESS.NOTE 4: OVERTIME RATES APPLY ON SATURDAYS, SUNDAYS AND HOLIDAYS, BETWEEN THE
HOURS OF 4:30 P.M. AND 7:30 A.M. MONDAYS THROUGH FRIDAYS, AND/OR ON
ANY WORK PERFORMED IN EXCESS OF EIGHT (8) CONSECUTIVE STRAIGHT TIME
HOURS IN ANY ONE DAY.NOTE 5: CRATING OR PACKING MATERIAL USED TO FACILITATE TRANSPORTATION SHALL
BE CHARGED AS PROVIDED IN ITEM NO. 135.NOTE 6: UNIT OF EQUIPMENT INCLUDES THE VEHICLE USED UPON THE HIGHWAYS,
APPLIANCE HAND TRUCK, ① MATTRESS CARTONS AND ① WARDROBES.COL. A: RATES APPLY BETWEEN THE HOURS OF 4:30 P.M. AND 7:30 A.M. MONDAYS
THROUGH FRIDAYS AND ALL DAY SATURDAY.

COL. B: RATES APPLY ON SUNDAYS AND HOLIDAYS.

① EXCEPT ON SHIPMENTS GOING TO STORAGE.

* ISSUED UNDER INSTRUCTIONS OF THE PUBLIC UTILITIES COMMISSION OF THE STATE OF HAWAII
IN DOCKET NO. 3354.

ISSUED: APRIL 21, 1978

EFFECTIVE: * APRIL 24, 1978

CORRECTION NO. 26

PK/DEE-F

- 17 -

ISSUED BY M.J. NICOLAUS, ISSUING OFFICER
P.O. BOX 1907, SOUTH GATE, CA 90280

SECTION 1

RULES AND REGULATIONS (CONTINUED)

ITEM
NO.

PACKING MATERIAL PRICE LIST

135

EXCEPT AS OTHERWISE PROVIDED FOR IN THIS TARIFF, WHEN CRATING OR PACKING MATERIAL IS FURNISHED (SEE NOTE 1) TO THE SHIPPER BY THE CARRIER, CHARGES FOR SAME SHALL BE AS FOLLOWS:

	RATE (IN CENTS)
BARRELS, SQUARE -----	390 EACH
CARTONS (NOT OVER 3 CUBIC FEET) -----	130 EACH
CARTONS (OVER 3 CUBIC FEET, BUT NOT OVER 5 CUBIC FEET) -----	160 EACH
CARTONS (OVER 5 CUBIC FEET, BUT NOT OVER 10 CUBIC FEET) -----	230 EACH
CARTONS, OFFICE AND RECORD (NOT OVER 2½ CUBIC FEET) -----	200 EACH
CARTONS, MATTRESS -----	460 EACH
CRATES AND BOXES, SPECIFICALLY DESIGNED FOR MIRRORS, PAINTINGS, GLASS OR MARBLE TOPS AND SIMILAR FRAGILE ARTICLES, (MINIMUM CHARGE Ⓐ \$6.25 EACH) -----	160 PER CU. FT.
DRUMS -----	390 EACH
NAPHTHALENE -----	65 PER LB.
NEWSPAPER, ROLLED -----	15 PER LB.
NEWSPAPER, UNPRINTED -----	50 PER LB.
PAPER, CORRUGATED (48" OR LESS IN WIDTH) -----	30 PER FT.
PAPER, CRAFT -----	40 PER LB.
PAPER, PADS -----	135 PER PAD
PAPER, SHREDDED -----	25 PER LB.
PAPER, TISSUE -----	5 PER SHEET
METAL STRAPPING -----	25 PER FT.
TAPE, GUMMED (FULL 3 INCH ROLL) -----	330 PER ROLL
TAPE, MASKING (FULL 1½ INCH ROLL) -----	190 PER ROLL
WARDROBES -----	660 EACH

NOTE 1: CHARGES FOR THE SERVICE OF PACKING, CRATING OR OTHERWISE SECURING THE CONTAINER FOR TRANSPORTATION ARE NOT INCLUDED.

ISSUED: SEPTEMBER 30, 1976

EFFECTIVE: OCTOBER 31, 1976

CORRECTION NO. 18

LR/BARB-5

- 12 -

ISSUED BY M.J. NICOLAUS, ISSUING OFFICER
P.O. BOX 392, SOUTH GATE, CALIFORNIA 90280

FOR EXPLANATION OF ABBREVIATIONS, REFERENCES AND SYMBOLS USED BUT NOT EXPLAINED HEREON SEE ITEM NO. 1.

STATE OF HAWAII
PUBLIC UTILITIES COMMISSION
1164 BISHOP STREET, SUITE 911
HONOLULU, HAWAII 96813

FEDERAL ELECTION
COMMISSION



AUG 4 PM 12:19

Federal Election Commission
1325-K Street, N.W.
Washington, D.C. 20463

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
Congressman Cecil L. Heftel;) MUR 420 (77)
Friends of Cecil Heftel Committee;)
Heftel Broadcasting Co., Inc.)

CERTIFICATION

I, Marjorie W. Emmons, Secretary to the Federal Election Commission, do hereby certify that on August 2, 1978, the Commission determined by a vote of 6-0 to take the following actions in the above-captioned matter:

1. Find probable cause to believe the Friends of Cecil Heftel Committee is in violation of 2 U.S.C. §441b, and further attempt conciliation with respondent Committee, with a provision that the conciliation agreement shall contain a penalty of twice the amount of the violation in this matter.
2. Find probable cause to believe that the Heftel Broadcasting Co., Inc. is in violation of 2 U.S.C. §441b and further attempt conciliation with this respondent, subject to the condition that the conciliation agreement provide for a civil penalty in the amount equal to twice that of the violation in this matter.

Attest:

8/2/78
Date

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



FEDERAL ELECTION COMMISSION

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

MEMORANDUM TO : CHARLES STEELE
FROM : MARJORIE W. EMMONS *mwe*
DATE : JULY 31, 1978
SUBJECT : MUR 420 General Counsel's Report
Dated July 24, 1978
Received in Office of
Commission Secretary:
7-28-78, 5:21

The above-named document was circulated on a 48 hour vote basis at 11:00 a.m., July 31, 1978.

Commissioner Harris submitted an objection at 3:10 p.m., July 31, 1978, thereby placing MUR 420 on the Amended Agenda for Wednesday, August 2, 1978.

A copy of Commissioner Harris' vote sheet is attached.

ATTACHMENT:
vote sheet

cc: Commissioner Harris





FEDERAL ELECTION COMMISSION 78 JUL 31 P 3: 10

1215 K STREET N.W.
WASHINGTON D.C. 20463

Date and Time Transmitted: 11:00 July 31, 1978

Commissioner W. J. ...

RETURN TO OFFICE OF COMMISSION SECRETARY BY: 11:00 August 2, 1978

MUR No. 420 General Counsel's Report, dated July 24, 1978

- ☐ I approve the recommendation
☒ I object to the recommendation

COMMENTS: _____

_____Date: 7/31/78 Signature: Thomas E. Horn

THE OFFICE OF GENERAL COUNSEL WILL TAKE NO ACTION IN THIS MATTER UNTIL THE APPROVAL OF FOUR COMMISSIONERS IS RECEIVED. PLEASE RETURN ALL PAPERS NO LATER THAN THE DATE AND TIME SHOWN ABOVE TO THE OFFICE OF COMMISSION SECRETARY. ONE OBJECTION PLACES THE ITEM ON THE EXECUTIVE SESSION AGENDA.

July 28, 1978

MEMORANDUM TO: Marge Emmons
FROM: Elissa T. Garr
SUBJECT: MUR 420

Please have the attached General Counsel's Report
on MUR 420 distributed to the Commission on a 48 hour
daily basis.

Thank you.

78040082191

BEFORE THE FEDERAL ELECTION COMMISSION
July 24, 1978

In the Matter of)
)
)
 Congressman Cecil L. Heftel ;) MUR 420 (77)
 Friends of Cecil Heftel)
 Committee ;)
 Heftel Broadcasting Co., Inc.)

GENERAL COUNSEL'S REPORT

I. INTRODUCTION

During conciliation negotiations with respondents we have requested additional evidentiary information and arguments upon which changes from the original proposals could be based. Attached are revised agreements for both respondents containing a number of provisions which differ from those of the original proposed agreements. (see attachment I for Respondent Friends of Cecil Heftel Committee agreement [the Committee], and attachment II for Respondent Heftel Broadcasting Company, Inc., agreement [the Corporation]). Most significantly, the agreements retain admissions of violations, albeit in somewhat different language. (see paragraph V in both agreements.) This office is prepared to recommend acceptance as well as rejection or further changes of some of these provisions. What follows is a discussion of the most significant of the changed provisions, together with our recommendations.

II. STATEMENT OF FACTS

(1) The originally proposed agreements stated that just prior to the Committee's occupancy of space at the Corporation's offices, the Corporation's accounting department vacated that

2301032193

space. This was based on the facts then available which led to an inference that the accounting department was moved to make way for the Committee. Respondents have submitted a letter explaining the reasons for the accounting department's moves and stating that these moves were unconnected with the Committee's need for space. (see attachment III.) In view of these representations, we think the deletion of paragraph III-D in the original proposals is warranted.

(2) The original proposals contained provisions which indicated that the Committee maintained its headquarters in Corporate space until July 16, 1976, the date the move to the new location took place. However, the Committee had notified the Commission of its change of address on June 18, 1976 and during conciliation respondents argued that prior to the middle of June, 1976 no active campaign existed and only one meeting actually took place at the Corporate location. (see attachment IV, and Counsel's memorandum appended thereto.) In view of this information, we think it is acceptable, for the purposes of this agreement, to characterize the Committee's use of the Corporate premises as "incidental." (see paragraph III-C-2 in both agreements.) 1/

1/ At the same time, this is not inconsistent with §114.9(a) of the Regulations which exempts from the corporate contribution category certain "incidental" use of corporate facilities by stockholders and employees. Here, there is no indication that this was based on any "... rules and practices of the corporation" as required by the regulation. Furthermore, regardless of the small amount of activity which may have taken place at this corporate location, the Commission should not allow a Committee which registers its office with the Commission for some 28 days at a particular location to gain an exemption from the corporate contribution restriction on the basis of "incidental" use of that location.

(3) The new proposals spell out the office moves in more detail and, consistent with respondents' statements to us, state that the Corporate employees who effectuated the moves also organized the new headquarters. (see paragraph III-D in both agreements.) We think this provision should be accepted.

III. REIMBURSEMENTS FOR THE CONTRIBUTIONS

In our March 9, 1978 report, we stated that the approximate value of all the contributions in question was \$2,500, and proposed penalties were based on this amount. Respondents have presented arguments with written support to show that the value of the corporate contributions are substantially less (see attachment IV, and exhibits 2, 3 and 4 appended thereto), and we agree with some of their conclusions and disagree with others. In sum, respondents believe the amount still owed is \$402.82 while we believe it should be \$666.45. (see attachment V for a comparison chart of these various amounts.)

A. Office Space

The original proposals contained provisions stating that no rent had been paid for use of the Corporate office space. In our report of March 9, 1978, we did note that the Committee reported a rent payment of \$100 to the Corporation six months after they moved offices, and it did not appear to us that the payment was for the office space in question. Respondents now advise us that this payment was for the office space in question (see attachment IV and page 3 of Counsel's memorandum appended thereto), and we think it is appropriate that this be reflected in the agreements. (see paragraph III-F-1 in both agreements.)

Respondents acknowledge the rental space was worth more than \$100, but they have proposed a formula for further payment which we still believe is inadequate. They argue they should be liable for only half the days this location was registered with the Commission (i.e., 14 rather than 28 days, or \$233.24 rather than \$466.48) because they used the space only "incidentally." Had the Committee rented space in the open market, it would not have been able to obtain a rent reduction based on "incidental" use.

B. Moving

On March 17, 1977, the Committee paid the Corporation \$275.50 for the office moves. It now proposes to pay an additional \$29.58 to make its total reimbursement conform with the average pay rates received by the movers from the Corporation. We think that even this addition falls short of what the reimbursement should be because it fails to include FICA and other fringe benefits the Corporation provides and which would be passed along to a customer in the normal course of business. A precise amount cannot be calculated at this time, but we think a conservative estimate for these extra costs would be 10% of the total wages, or \$30.50.

The Committee would also reimburse the Corporation \$60 for use of its van, an amount based on quotes from van rental companies. While the employee and van costs are much below the costs we had earlier suggested to the Commission, there is no reason why the Committee would have had to use an interstate moving firm and professional movers with rates of \$35.25 per hour. We therefore agree with the moving van rate.

C. Furniture

The original proposals contained provisions stating that no rent had been paid for use of Corporate furniture. Respondents have not been able to supply any firm evidence in this regard, but "believe" that payments made to the Corporation were in part for use of this furniture. In light of the fact that the total amount proposed for payment includes \$180 for furniture rental, we think the provision reflecting a belief of prior payment should be accepted. (see paragraph III-F-3 in both agreements.)

D. The Issue of "Good Faith"

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The fact that the Committee made some reimbursement to the Corporation led it to request the inclusion of the phrase that it made a "... good faith effort to make adequate reimbursement ..." (see paragraph III-F of the Committee's agreement). We recommend this phrase be rejected. First, there is still somewhat of a difference between respondents' view and our view of the proper dollar amount of these contributions. Next, while the Committee paid the office rent without any apparent outside urging, this may not have been the case with its payments for the moves. Respondents rightly argue that liability for the moves was realized and paid prior to any complaint was filed with the Commission, but payment also occurred shortly after the complainant publicized these moves in Hawaii (see our report of March 9, 1978, p. 3, fn. 4) In view of this sequence, which was unexplained by respondents, the beginning of a Commission investigation should not be considered as the significant date. Finally, there is no indication of why the Committee failed to pay for the moves in December, 1976, when it paid for using

the office space. While these factors do not indicate bad faith, we do not think they warrant a specific characterization as good faith.

The question does exist, however, of what guidance the respondents had in valuing and paying for these goods, services, and facilities. They point out that, because the regulations at the time were not finally promulgated, they had insufficient guidance. Because of this, they wish to have language explaining this situation and, consistent with other agreements entered into by the Commission ^{2/} Paragraphs VII and VIII in both agreements have been included. We think these provisions should be accepted.

(6) Paragraph IX of the revised agreements provides for payment by the Committee and acceptance by the Corporation of the dollar amount of the unreimbursed contributions. Given the fact that some reimbursement had been made and reported, that the regulations were not yet in promulgated form for guidance, and in view of respondents' willingness to admit to violations we think this alternative to civil penalties should be accepted.


(7) Finally, in light of all the circumstances of this matter, we think the contributions made and accepted were not done knowingly and willfully. The statement in paragraph VI of both agreements that the violation was not knowing and willful should, therefore, be accepted.

^{2/} See the agreements in MUR 216 (76) and MUR 121 (76).

IV. RECOMMENDATION

The Commission should adopt the attached proposed revised agreements with the changes discussed in this report, and submit them to respondents Committee and Corporation along with the attached letter. The Commission should find no reasonable cause to believe that respondent Congressman Cecil Heftel violated the Act and take no further action against him.

7/28/70
Date


William C. Oldaker
General Counsel



FEDERAL ELECTION COMMISSION

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

Carole L. Kuebler, Esquire
Williams & Jensen
1130 17th Street, N.W.
Washington, D. C. 20036

Re: MUR 420 (77)

Dear Ms. Kuebler:

On , 1978, the Commission found no reasonable cause to believe that Congressman Cecil Heftel violated the Act and determined to take no further action against him.

The Commission also considered the proposed revised conciliation agreements you submitted for the other respondents on July 3, 1978 and determined it would accept these agreements with the following changes:

1. In paragraph IX of the agreements with both respondents, substitute "\$665" for "\$400" as the amount which will now be paid by the Committee to the Corporation.
2. In paragraph III-F of the agreement with the Committee, delete the phrase "... a good faith effort to make adequate ...".

The attached agreements contain these changes. If you and your clients find them acceptable, please sign and return them to us within two weeks. If you have any questions, please contact Lester Scall, the attorney assigned to this matter at (202) 523-4052.

Sincerely,

William C. Oldaker
General Counsel

Enclosures

Page 2003767

WILLIAMS & JENSEN
A PROFESSIONAL CORPORATION

LAWYERS

1130 SEVENTEENTH STREET, N.W.

WASHINGTON, D. C. 20036

June 7, 1978

FEDERAL ELECTION COMMISSION

ATTACHMENT III

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

TELEPHONE
(202) 785-8241

JUN 12 AM 9:36

803485

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
4th Floor
Washington, D.C. 20463

Re: MUR 420(77)

Dear Mr. Oldaker:

With respect to the above captioned matter you had requested an explanation for the move in April, 1976 by the accounting department of KGMB-TV from the space it occupied at 1599 Kapiolani Boulevard, Honolulu, Hawaii to a different location and its subsequent relocation at 1599 Kapiolani in April of the following year. According to Rep. Heftel the reason for this move is as follows: In the spring of 1976 when Rep. Heftel was contemplating seeking election to Congress he decided to sell KGMB-TV. He actively, but quietly, sought a purchaser.

The accounting department handled matters not only for KGMB-TV but also for radio station KGMB and Heftel Broadcasting, and Rep. Heftel decided to begin to separate the accounting of KGMB-TV from that of the other two entities thinking that this could best be accomplished by relocating the department.

A purchaser for KGMB-TV was located in November, 1976 but final FCC approval for the sale was not given until April, 1977. At that time the accountants who were solely concerned with KGMB-TV matters moved back to 1599 Kapiolani Boulevard to work for the new owner.

The reasons for this move were not well known to the campaign staff or to the station employees at that time because Rep. Heftel preferred that his intention to sell the station remain confidential to avoid unduly alarming the KGMB-TV employees.

*NOT ADMITTED IN D. C.

William C. Oldaker, Esq.
June 7, 1978
Page Two

I trust that this explanation answers your questions
about the move.

Sincerely,

A handwritten signature in cursive script, reading "Carole L. Kuebler". The signature is fluid and elegant, with a large initial "C" and a long, sweeping underline.

Carole L. Kuebler

CLK:lg

cc: Rep. Cecil Heftel

7 3 1 1 0 3 2 2 7 3

WILLIAMS & JENSEN
A PROFESSIONAL CORPORATION
LAWYERS

1130 SEVENTEENTH STREET, N.W.

WASHINGTON, D. C. 20036

April 28, 1978

Hand Delivered

2 2
TELEPHONE
(202) 785-8241

PAUL ARNESON
MICHAEL BAUER
GAIL E. BOWMAN*
WINFIELD P. CRIGLER
DONALD C. EVANS, JR.
ROBERT E. GLENNON
ROBERT I. JENSEN
CAROLE L. KUEBLER
FORBES MANER*
JOHN J. MACKIN, 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. 20539

Re: MUR 420(77)

Dear Mr. Oldaker:

With this letter, I am transmitting several documents which provide additional facts about certain events during the 1976 campaign of Rep. Cecil Heftel, relative to the above-captioned matter.

These documents include:

Exhibit 1 - Receipts from the Makiki Post Office station, showing rental of post office box #22700 to be used by Friends of Cec Heftel by Ed. Wong, Treasurer of the committee (at that time) on May 19, 1976.

Exhibit 2 - Letter from Mr. Mark T. Luria, Manager of the Commercial/Industrial Department of Aaron M. Chaney, Inc. providing a valuation for short-term rental of commercial space at 1599 Kapiolani Blvd., Honolulu. Aaron M. Chaney, Inc. is a highly reputable commercial/industrial and residential real estate sales and leasing company in Hawaii and is also actively involved in property management and rental.

Exhibit 3 - Appraisal by M. Lipton & Co., Honolulu, of five single-pedestal steel desks and two four-drawer (metal) legal files. (At this time we have been unable to obtain a monthly rental value.)

Exhibit 4 - Memorandum including rental values for a Van comparable to 1959 Ford Van owned by KCMB-TV.

William C. Oldaker, Esq.
April 28, 1978
Page Two

I am also enclosing, for review by you and Lester Scall, a memorandum which summarizes some of my research in reviewing the Form 3 filings by the Friends of Cec Heftel during and after the 1976 campaign. I hope that this memorandum can be the basis for our further discussion at your convenience.

Please call when you wish to schedule a meeting or if you have any additional questions in the meantime.

Sincerely,



Carole L. Kuebler

CLK:lg

Enclosures

cc: Honorable Cecil Heftel
Lester Scall, Esq. ✓
Jeff Watanabe, Esq.

73010082201

PAUL ARNESON
MICHAEL BAUER
GAIL E. BOWMAN
WINFIELD P. CRAIG
DONALD C. EVANS
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ROBERT E. JENSEN
CAROLE L. KUEBLER
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MS & JENSEN
INCORPORATED
1111 K STREET, N.W.
WASHINGTON, D.C. 20036
April 28, 1978

Committee's statement of organization was amended signed June 17, 1976 to designate James William Treasurer and to show its addresses as 851 Cooke Street and P.O. Box 22700, Honolulu.

ified by letter signed June 28, 1976 of the Finance Co-Chairpersons for the Committee.

received by the Committee were itemized in its July 10, 1976 report.

Expenditures until June 8, 1976
of Mr. Wong for the

Expenditures itemized on the
\$1,560 for rent on June 16,
19 Kili Hau, Honolulu, a company
on Cooke Street. Committee personnel
space probably began two to three
before June 13 or 14. The July 10
report and typewriter rental on June 22,

of raising money, ordering materials
printing of brochures the Heftel "campaign"
have begun any earlier than mid-June 1976.
with one exception all meetings held in
organizational stages took place at the
relations advisers, Siegle, Schiller,
requent, substantial payments by the campaign
support this statement.) Rep. Heftel recalls
meeting at the space at 1599 Kapiolani Blvd. in
recalls that it was "almost empty" and the two
participants were forced to bring chairs in so they
could sit. In the early planning stages of the effort
Kapiolani was considered for use as a headquarters but it
was not used and the Cooke Street space was located and
early June, about the same time that the Committee
have "contributions" and "expenditures" as defined
FECA.

Equipment

FEC filings by the Committee include numerous payments at
all stages of the campaign to office equipment and supply
companies for furniture and equipment, including a July 1, 1976
invoice (reported as a debt) for \$400 from Wholesale Office
Furniture, 1047 Waimanu Street, Honolulu for office equipment
and furniture rental. Numerous other expenditures for this
purpose (typewriters, equipment, furniture) can be found through

From: File (Heftel)
Re: Carole L. Kuebler
Research on Heftel Campaign

Initiating Campaign Activity

("the Friends of Cec Heftel, a candidate-authorized committee
Federal Election Commission") filed a statement of organization with the
the House) signed and dated May 20, 1976. The Treasurer was
Edwin Kun Pui Wong and the Clerk of the House was Cec Heftel.
1599 Kapiolani Blvd, Honolulu, Hawaii, 96822. The post office box had
Honolulu, Hawaii, 96822. The campaign headquarters on Cooke Street.
by Mr. Wong to be used to the House in a Kapiolani Blvd. address
used in one to filing and was in a Kapiolani Blvd. address
from Mr. Wong to the Clerk of the House in a Kapiolani Blvd. address
Chairpersons to the Friends of Cec Heftel. It is
noteworthy that this formal campaign stationery as was printed
blank page and was not inside the campaign headquarters on Cooke Street.
later for the campaign headquarters on Cooke Street.

Mr. Wong assisted the campaign strictly as a volunteer, and
his designation as treasurer was a mere interim appointment. In
fact, he lent his name to the organization until an actual
"functioning" treasurer could be found.
From every indication as reflected in facts drawn from
FEC reports and conversations with campaign personnel, including
the candidate, no "campaign" as such existed for Cecil Heftel
until late June, 1976. When a "campaign" was defined as
finally began, the Committee had rented commercial space at
851 Cooke Street, Honolulu which was its first and
quarters. Assorted facts help to support the statement

WILLIAMS & JENSEN
A PROFESSIONAL CORPORATION
LAWYERS

1130 SEVENTEENTH STREET, N.W.

WASHINGTON, D. C. 20036

April 28, 1978

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PAUL ARNESON
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FORBES MANER*
JOHN J. McMACKIN, JR.*
GEORGE G. OLSEN
J. D. WILLIAMS

*NOT ADMITTED IN D.C.

MEMORANDUM

To: File (Heftel)
From: *CLK* Carole L. Kuebler
Re: Research on Heftel Campaign

Initiating Campaign Activity

The Friends of Cec Heftel, a candidate-authorized committee ("the Committee") filed a statement of organization with the Federal Election Commission (and, simultaneously, the Clerk of the House) signed and dated May 20, 1976. The Treasurer was Edwin Kun Pui Wong and the committee listed two addresses: 1599 Kapiolani Blvd, Honolulu, Hawaii, 96814 and P.O. Box 22700, Honolulu, Hawaii, 96822. The post office box had been rented by Mr. Wong to be used to receive campaign mail on May 19, 1976. On only one other occasion was the 1599 Kapiolani Blvd. address used in the FEC filing and that was in a June 1, 1976 letter from Mr. Wong to the Clerk of the House designating two co-Chairpersons to serve on the Friends of Cec Heftel. It is noteworthy that this inside address was typed at the top of a blank page and was not formal campaign stationery as was printed later for the campaign headquarters on Cooke Street.

Mr. Wong assisted the campaign strictly as a volunteer, and his designation as treasurer was a mere interim appointment. In fact, he lent his name to the organization until an actual "functioning" treasurer could be found.

From every indication as reflected in facts drawn from FEC reports and conversations with campaign personnel, including the candidate, no "campaign" as such existed for Cecil Heftel until late June, 1976. When a "campaign" as defined in the FECA finally began, the Committee had rented commercial space at 851 Cooke Street, Honolulu which was its first and only headquarters. Assorted facts help to support the statements above:

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- 1) The Committee's statement of organization was amended by letter signed June 17, 1976 to designate James William Ganley as treasurer and to show its addresses as 851 Cooke Street, Honolulu and P.O. Box 22700, Honolulu.
- 2) The FEC was notified by letter signed June 28, 1976 of the appointment of two Finance Co-Chairpersons for the Committee.
- 3) The first contributions received by the Committee were received June 8, 1976, as itemized in its July 10, 1976 report.
- 4) The Committee reported no expenditures until June 8, 1976 and one of these included reimbursement of Mr. Wong for the post office box rental.
- 5) Other noteworthy Committee expenditures itemized on the July 10 report include payment of \$1,560 for rent on June 16, 1976 to Oceanic Cablevision, 2669 Kilihau, Honolulu, a company which owns the space at 851 Cooke Street. Committee personnel recall that occupancy of the space probably began two to three days before this payment, about June 13 or 14. The July 10 report also includes telephone and typewriter rental on June 22, 1976.

Therefore in terms of raising money, ordering materials or arranging for the printing of brochures the Heftel "campaign" could not be said to have begun any earlier than mid-June 1976. Rep. Heftel says that with one exception all meetings held in the early pre-campaign organizational stages took place at the office of his public relations advisers, Siegle, Schiller, Rolfs & Wood. (Frequent, substantial payments by the campaign to this agency support this statement.) Rep. Heftel recalls one attempt to meet at the space at 1599 Kapiolani Blvd. in early June and recalls that it was "almost empty" and the two or three participants were forced to bring chairs in so they could sit down. In the early planning stages of the effort 1599 Kapiolani was considered for use as a headquarters but it was never so used and the Cooke Street space was located and rented in early June, about the same time that the Committee began to have "contributions" and "expenditures" as defined in the FECA.

Office Equipment

FEC filings by the Committee include numerous payments at all stages of the campaign to office equipment and supply companies for furniture and equipment, including a July 1, 1976 invoice (reported as a debt) for \$400 from Wholesale Office Furniture, 1047 Waimanu Street, Honolulu for office equipment and furniture rental. Numerous other expenditures for this purpose (typewriters, equipment, furniture) can be found through

an examination of the Committee's filing of Form 3. In fact, expenditures reimbursing KGMB-TV for "office supplies", a good-faith attempt by the Committee to avoid any incidental donations by the station, are listed. Among these is an item for \$100 on December 28, 1976 (reported in the end of the year report January, 1977) reimbursing Heftel Broadcasting for "rent," which reflects the cautious approach of the Committee in reimbursing the company for space of which it might have made only incidental use.

Because the Committee rented office furniture and equipment from various commercial outlets and because the KGMB-TV accounting department knows of no missing furniture, there is a very real question as to whether or not the five desks and two file cabinets were actually "borrowed" from the station for the campaign. The January 27, 1978 letter from Jeff Watanabe to you provides a thorough discussion of this issue.

In any event, even if the KGMB-TV furniture alleged to have been used in the campaign had been purchased (and the typical campaign practice was to rent, not purchase) an optimistic estimate of its value comes to \$365. Rental value undoubtedly would be much lower.

Moving

KGMB-TV was reimbursed for the time of the hourly employees who may have done some moving for the Committee as part of that time. This reimbursement was made on March 17, 1977, and reported on the Committee's April 10, 1977 report. (Note, this was not done in response to any complaint filed with the FEC of which the Committee had knowledge.) This reimbursement was substantially similar to the average wage rates of the employees involved. Any charge for the use of the station-owned van which may not be included in this figure could not reasonably be figured at more than \$30/day, with, at most, 2 days of moving. During the 58 hours logged, the men did some general office maintenance work such as installing partitions at the Cooke Street headquarters.

An incidental fact in the moving issue is that 1599 Kapiolani is about 3-4 miles from 851 Cooke Street.

April 17, 1978

Jeffrey N. Watanabe, Esq.
Hawaii Building
Suite 814
745 Fort Street
Honolulu, Hawaii 96813

RE: VALUATION OF COMMERCIAL SPACE AT 1599 KAPIOLANI BOULEVARD

Dear Mr. Watanabe:

I am very familiar with commercial real estate values in the Kapiolani business district and have been requested by you to render an opinion regarding the value of approximately 1,000 square feet of commercial office space located in the rear portion of the second floor of a building located at 1599 Kapiolani Boulevard at the corner of Kapiolani Boulevard and Kaheka Street.

It is my understanding that the commercial office space in question has the following characteristics:

1. Rented on a short-term basis between May and June of 1976;
2. Basically loft space;
3. Air-conditioned;
4. No separate entrance;
5. Open-ceiling fluorescent lighting;
6. No Kapiolani Boulevard frontage.

Based on my experience, it is my opinion that commercial space of this kind in mid-1976 would have rented for approximately 50 cents per square foot on a short-term rental basis.

Very truly yours,

AARON M. CHANEY, INC.

Mark T. Luria, Manager
Commercial/Industrial Department

clo

April, 1978

Memorandum

To: File (Heftel)

From: *CLL* Carole L. KueblerRe: Rental Value of Van; Notes from Telephone Conversation
with Jeff Watanabe.

1. The 1959 Ford van allegedly used in moving Heftel campaign items has no ascertainable blue book value in Hawaii.
2. Calls to various truck rental establishments to determine rental charges for a van of comparable size, i.e. 10 1/2'X 6 1/2'X 6', and features, i.e. covered van, no tailgate, yielded the information below.

In many cases, these rental establishments did not have in stock vans which were identical to the one allegedly used in the campaign and figures represent a comparable vehicle.

- a) Val's U-Drive
2722 Kilihau Street
Honolulu, Hawaii
808-841-0977

Econoline Van (12'X 8'X 8') - \$30/day + gas and tax.

Modified Econoline Van (11'X 6'X 6 1/2') - \$29.95/day.

The hourly rates for these vehicles is \$5 with a 4 hour minimum.

- b) Budget Rent-A-Truck
735 N. Nimitz Highway
Honolulu, Hawaii
808-524-4000

"Regular" Van (12'X 8'X 8') - Daily rate \$34.95.

- c) Trucks, Inc.
540 N. Nimitz Highway
Honolulu, Hawaii
808-531-3708

"Regular Van (12'X 8'X 8') - \$30 + tax (4%) and gas.

3. Based on these figures we conclude that a fair estimate rental value for a van roughly comparable to the one allegedly used in the Heftel campaign is \$30/day.

7 3 0 4 0 0 8 1 2 1 1
COMPUTATION OF CONTRIBUTIONS
BY CORPORATION TO COMMITTEE
MUR 420 (77)

ATTACHMENT V

ITEMS	RESPONDENTS' VIEW	GENERAL COUNSEL'S VIEW
I. Rent for Office Space	\$233.24	\$466.48
II. Employee Time:		
Reimbursed 2/77	\$275.50	\$275.50
Additional Amount Proposed by Rs	29.58	29.58
Fringe Benefit (Est.) 10%		<u>30.50</u>
TOTAL	\$305.08	\$335.58
III. Moving Van Rental	60.00	60.00
IV. Furniture Rental	<u>180.00</u>	<u>180.00</u>
TOTAL VALUE OF CONTRIBS.	\$778.32	\$1,042.06
Less Amounts Already Reimbursed For Office Space	100.00	100.00
For Employee Time	<u>275.50</u>	<u>275.50</u>
TOTAL	<u>\$375.50</u>	<u>375.50</u>
TOTAL REMAINING DUE FOR CORP. CONTRIBS.	\$402.82	\$666.56



FEDERAL ELECTION COMMISSION

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

July 17, 1978

MEMORANDUM TO: CHARLES STEELE

FROM: MARJORIE W. EMMONS *mwe*

SUBJECT: MUR 420 (77) - Interim Conciliation Report dated 7-11-78
Signed: 7-14-78
Received in Office of Commission
Secretary: 7-14-78, 2:37

The above-mentioned document was circulated on a 24
hour no-objection basis at 4:00 p.m., July 14, 1978.

As of 4:00 p.m. this date, no objections have been
received in the Office of Commission Secretary to the
Interim Conciliation Report.

July 14, 1978

MEMORANDUM TO: Marge Emmons
FROM: Elissa T. Garr
SUBJECT: MUR 420

Please have the attached Interim Conciliation Report
on MUR 420 distributed to the Commission.

Thank you.

78040082212


BEFORE THE FEDERAL ELECTION COMMISSION
July 11, 1978

In the Matter of)
) MUR 420 (77)
Congressman Cecil Heftel)

INTERIM CONCILIATION REPORT

2304008021
Respondents have recently submitted their views on
the staffs' working draft agreement and we are in the process
of analyzing the material and determining what recommendation we
should make. This should be completed shortly, at which time
we will present a full report to the Commission.

7/14/78
Date



William C. Oldaker
General Counsel

RECEIVED
FEDERAL ELECTION

WILLIAMS & JENSEN
A PROFESSIONAL CORPORATION
LAWYERS

1130 SEVENTEENTH STREET, N. W.
WASHINGTON, D. C. 20036

July 3, 1978

1978 JUL 5 PM 12:56

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

*NOT ADMITTED IN D.C.

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W., 4th Floor
Washington, DC 20463

804226

Re: MUR-420

Dear Mr. Oldaker:

Enclosed are photocopies of the two draft conciliation agreements for the Friends of Cecil Heftel Committee and Heftel Broadcasting Company, Inc., with minor changes. My suggested revisions are also enumerated below for clarity. On behalf of these two parties I can state that there is no objection to the text of these agreements with revisions as shown.

With respect to the agreement for the Friends of Cecil Heftel Committee the revisions include:

P. 2, par. D, line 5, strike "new."

P. 6, section IX, strike "pay to the U.S. Treasury" and insert therein "reimburse Heftel Broadcasting Company in" and complete the blank after "\$" with "400".

With respect to the agreement for the Heftel Broadcasting Company the revision includes:

P. 6, section IX, strike "pay to the U.S. Treasury" and insert therein "accept an additional reimbursement from Respondent Committee in" and complete the blank following "\$" with "400".

July 3, 1978

Also enclosed, per your request is a memorandum showing the compilation of the amount of reimbursement.

I will be out of the office after July 4 until Monday, July 10, but I will be calling in for messages, should you or your staff need to reach me.

Sincerely,



Carole L. Kuebler

CLK:lm

Enclosures

cc: Hon. Cecil Heftel

MEMORANDUM

RE: MUR - 420
Computation of Reimbursement

1. Office Space, 1599 Kapiolani Blvd., Honolulu, Hawaii.
Estimated rental value = \$500/month
(per appraisal)
Daily rate = \$16.66

Incidental use of space during May 20 -- June 17
(1/2 of 27 available days = 14 days)
 $\$16.66 \times 14 = \233.24

Less previous reimbursement of \$100

Subtotal = \$133.24

2. Move assisted by KGMB employees and KGMB van (1959 ford)

Employees

The Committee reimbursed KGMB-TV \$275.50 for employee time which the FEC staff figures is \$.51 less per hour than the average rate of pay received by the men at the station.
 $\$.51 \times 58 \text{ man hours} = \29.58

Van

Estimated fair market rental value of comparable vehicle =
\$30/day
 $\$30 \times 2 \text{ days of use} = \60

Subtotal = \$89.58

3. Furniture

Used furniture including 5 desks and 2 file cabinets used incidentally by the committee. Estimated cost to purchase = \$365. Common formula for computing rental value of commercial property is 10% of the value per month, or \$36/month. Estimated use time, 5 months.
 $5 \times \$36 = \180

Subtotal = \$180.00

Total = \$403.58

FEC
3rd Draft
5/30/78

DRAFT

BEFORE THE FEDERAL ELECTION COMMISSION
May , 1978

In the Matter of)
~~Hefstel Broadcasting Company, Inc.~~) MUR 420 (77)
~~Friends of Cecil Hefstel Committee~~)

CONCILIATION AGREEMENT

This matter was initiated on the basis of ^anotarized complaint~~s~~ filed under the Federal Election Campaign Act of 1971, as amended (hereinafter referred to as the "Act") specifically 2 U.S.C. §437g, with the Federal Election Commission (hereinafter referred to as the "Commission") against the ~~Hefstel Broadcasting Company, Inc. and the campaign of Cecil Hefstel for Congress.~~ ~~Friends of Cecil Hefstel Committee (hereinafter referred to as the "Respondent").~~ Pursuant to this complaint

an investigation has been conducted; the Commission has ~~made~~ ^{found reasonable} cause to believe that ~~the Hefstel Broadcasting Company, Inc. (hereinafter the "Corporation")~~ ^{violated section 441b of the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. §431 et seq.} ~~the determinations required by 2 U.S.C. §437g(a)(5) relative to the alleged violations and the Respondent has voluntarily cooperated in supplying information and records.~~ The Commission and Respondent ^{Corporation} agree to resolve and conciliate the ~~above-captioned~~ matters under review pursuant to 2 U.S.C. §437g(a)(5)(A) by agreeing as follows:

- I. That the Commission has jurisdiction over the Respondent and the subject matter of this proceeding.
- II. That the Respondent has had a reasonable opportunity to demonstrate that no action should be taken against it.
- III. That the pertinent facts of this matter are as follows:

-2-

During 1976, Cecil Heftel was a candidate for Congress from the
 B. ~~In mid June, 1976, Cecil Heftel became an~~
~~active candidate for Congress from the First~~
~~District of Hawaii.~~

A. Cecil Heftel was and is, at all times relevant
 hereto, Chairman of the Board of Heftel Broadcasting
 Company, a corporation which owns the license for
 radio station KGMB, and which until April, 1977,
 through a wholly owned subsidiary, owned the license
 for television station KGMB. All entities are lo-

cated and do business in Honolulu, Hawaii and are hereinafter ^{referred to as the "Corporation"} A

(1) On 5/24/76, the Friends of Cecil Heftel Committee registered with the Commission
 C. ~~The amount of reimbursement made to Heftel Broad-~~
~~as the principal campaign committee for the election of Cecil Heftel. (hereinafter the~~
~~casting Co., station KGMB, and/or KGMB-TV for the "Committee")~~

(2) In that registration, the Committee listed 1599 Kapiolani Blvd.,
 following items is the subject matter of this action:
 Honolulu, a building leased to Respondent Corporation, as its address. The
 1. Incidental use by Respondent from May 20
 Committee also maintained Post Office Box 22700, Honolulu, as its
 through June 17 of office space located at
 campaign mailing address and made only incidental use of the premises
 at 1599 Kapiolani Blvd., Honolulu, Hawaii
 through 6/17/76.
 leased to Heftel Broadcasting.

(3) On 6/17/76, in an amendment to its statement of organization filed
 2. Use by the Respondent of individuals
 with the Commission, the Committee designated 851 Cooke Street, Honolulu,
 employed by KGMB-TV and of a 1959 Ford Van
 as its address.
 owned by KGMB-TV to move various items to

Respondent's headquarters at 851 Cooke St.,
 D. On or about 7/16/76, the Committee used five (5) hourly employees of the
~~Honolulu, and~~
 Respondent Corporation, and a 1959 vehicle belonging to the Corporation, to
 3. Use by the Respondent of five metal desks
 move five (5) desks and two (2) file cabinets, property of the Corporation, from
 and two file cabinets owned by radio
 1599 Kapiolani Blvd. to 851 Cooke Street, and to organize the Committee's
 station KGMB.
 new headquarters.

D. Respondent made a good faith effort to make
 E. On or about 11/3/76, the Committee used Respondent Corporation's employees
 adequate reimbursement to the appropriate entities
 and vehicle described in item D, above, to return the Corporation's furniture
 and duly reported these reimbursements in its required
 described above from 851 Cooke Street to 1599 Kapiolani Blvd.
 periodic reports to the Commission, as follows:

F. Respondent Corporation failed to charge the Committee for its use of the Corporation's
 office space, furniture, employees and vehicles when they were used, but the
 Committee later paid for these items, and then reported these reimbursements to the

7 8 0 1 0 1 8 2 2 1 9

Commission as follows:

1. ~~The Committee~~ ^{The Committee} paid ~~Respondent~~ ^{Respondent Corporation} ~~Waltel Broadcasting~~
\$100.00 for "rent" on December 28, 1976 and disclosed this expenditure on its end-of-the-year report to the Commission.
2. On March 17, 1977, ~~Respondent~~ ^{The Committee} reimbursed ~~Respondent Corporation~~ ^{KCMB-TV} in the amount of \$275.50 for the 58 man-hours spent by ~~employees of KCMB-TV~~ ^{Corporation} for moving and general maintenance chores performed for ~~Respondent~~ ^{The Committee} during the campaign. This expenditure was included in ~~Respondent's~~ ^{The Committee's} first quarterly report for 1977 to the Commission, filed on or before April 10, 1977. ~~The delayed reimbursement and reporting of this amount was the result of an oversight by the Treasurer an omission which was discovered by others on the campaign committee, and remedied soon thereafter.~~
3. ~~Respondent~~ ^{The Committee} reimbursed ~~KCMB-TV~~ ^{Respondent Corporation} for "office supplies" on August 4, and August 19, 1976 in the amounts of \$243 and \$107.43, respectively and reported these expenditures in its 10-day pre-primary report filed on or about Sept. 20, 1976. The specific supplies for which this reimbursement was intended are not included in the report but ~~Respondent~~ ^{the Corporation} believes that some of this amount may have been for the use of 5 desks and 2 file cabinets ~~allegedly~~ moved

-4-

from ~~space owned by station KCMB~~ at 1599 Kapiolani to the ^{Committee's} ~~Respondent's~~ headquarters at 851 Cooke Street, ~~Honolulu~~.

4. The total reimbursement made by Respondent to Heftel Broadcasting for the duration of the campaign amounts to \$ _____.

E. That, in the process of re-checking its financial records, Respondent discovered that it overpaid \$2000 to an office supply company for which Respondent is entitled to reimbursement.

F. That U.S.C. §441b(a) states in pertinent part:

It is unlawful...for any corporation whatever,...to make a contribution or expenditure in connection with any election at which...[a] Representative in...Congress...[is] to be voted for,... or for any candidate, political committee or other person knowingly to accept or receive any contribution prohibited by this section....(emphasis supplied)

G. That §104.3(a) of the regulations adopted by the Commission to implement the provisions of the Act states:

- (1) Each in-kind contribution shall be valued at the usual and normal charge on the date received and reported if in excess of \$100 on the appropriate schedule of receipts, identified as to its nature and listed as an "in-kind contribution."
- (2) Except for items noted in (b) below, each contribution shall be reported as an expenditure at the same usual and normal charge and reported on the appropriate expenditure schedule, identified and listed as an "in-kind contribution."

IV. Wherefore, Respondent and Commission agree as follows:

IV. The FECA of 1971, as amended, (the Act), prohibits corporations from making in-kind contributions to candidates or political committees.

V. Respondent Corporation's failure to charge the Committee for the Committee's use of the Corporation's office space, ~~employees~~ employees and vehicle at the time they were utilized, constitutes an in-kind contribution by the Corporation, in violation of 2 U.S.C. §441b.

VI. This giving of contributions by the Corporation is not a knowing and willful violation of the Act.

VII. In connection with its efforts to administer the Act, the Commission has stated by regulations published in the Federal Register on 8/25/76 and becoming effective on 4/13/77, that in-kind contributions be valued at their usual and normal charges, and has defined usual and normal. These regulations were not in effect at the time that the contributions were given or payments accepted by the Respondent Corporation.

VIII. The Commission believes that the rules established by the regulations are required by the Act and for that reason has determined that the Respondent Corporation has accepted an insufficient amount from the Committee for the use of the Corporation's office space,

A. It is acknowledged that the 1976 primary and general elections were the first such elections to be governed by the Act; that portions of the previous campaign act had been found unconstitutional by the Supreme Court in Buckley v. Valeo, 424 U.S. 1 (1976), and that the regulations were not promulgated by the Commission until April 13, 1977 (42 F.R. 19324).

B. That the reimbursements of Heftel Broadcasting and KGMB-TV by respondent for the aforementioned in-kind contributions were generally reasonable in light of the relevant statutory provisions and the absence of explanatory materials or regulations.

C. That although the aforementioned reimbursements were generally reasonable, if viewed in light of later explanatory materials and regulations published by the Commission, the total reimbursements for use of the aforementioned items owned by Heftel Broadcasting and KGMB-TV may have been unreasonably low, and may have resulted in a technical, unknowing violation of 2 U.S.C. §441b.

D. That adding \$134.00 to the reimbursement of Heftel Broadcasting, and \$90.58 to the reimbursement of KGMB-TV, and reimbursing station KGMB \$180 results in a reasonable valuation of the usual and normal charge for the use of certain aforementioned items owned by Heftel Broadcasting, KGMB-TV, and station KGMB.

furniture, employees and vehicle.

IX. In order to comply with the Commission's conclusion in this regard, Respondent Corporation will pay to the U.S. Treasury the amount of \$400, which is equivalent to the additional amount the Commission believes should have been paid to the Corporation at the time these in kind contributions were received made.

XI. Should the Respondent Corporation ever allow its goods, facilities, equipment, supplies, personnel or services to be used by a Federal candidate or committee, it shall not do so without charging for such usage in compliance with the Act.

XII.

XIII.

will accept an additional \$400 reimbursement from Respondent in the

~~F. That Respondent will reimburse a total of \$331.58 to Heftel Broadcasting for the aforementioned items and will amend the appropriate reports filed pursuant to 2 U.S.C. §434 to reflect these expenditures.~~

X. That this conciliation agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matters set forth in the agreement.

~~G. Should Cecil Heftel again become a candidate subject to the Act, Respondent or its successor shall not accept any contributions or expenditures from any corporation in violation of the Act.~~

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 in this Agreement 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.

It is mutually agreed that this agreement shall become effective as of the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

XIV. It is agreed that Respondent shall have no more than thirty (30) days from the date this Agreement becomes effective to comply and implement the requirements contained in this Agreement and to so notify the Commission.

XV. This Agreement is executed in full satisfaction of all issues raised in this compliance action.

Date

William C. Oldaker, Esquire
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, DC 20463

Date

Jeffrey Watanabe, Esquire
Assistant Treasurer and Counsel
Friends of Cecil Heftel

Date

Carole L. Kuebler, Esquire
Counsel
Friends of Cecil Heftel

FEC
3rd draft
5/30/78

DRAFT

BEFORE THE FEDERAL ELECTION COMMISSION
May , 1978

In the Matter of)
) MUR 420 (77)
 Friends of Cecil Heftel Committee)

CONCILIATION AGREEMENT

This matter was initiated on the basis of ^anotarized complaint filed under the Federal Election Campaign Act of 1971, as amended (hereinafter referred to as the "Act") specifically 2 U.S.C. §437g, with the Federal Election Commission (hereinafter referred to as the "Commission") against the ~~Friends of Cecil Heftel Committee~~ ^{campaign of Cecil Heftel for Congress and the Heftel Broadcasting Company, Inc.} (hereinafter referred to as the "Respondent"). Pursuant to this complaint an investigation has been conducted; the Commission has ^{found reasonable} ~~made~~ ^{cause to believe that the Friends of Cecil Heftel Committee (hereinafter the "Committee") violated Section 441b of the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. §431 et seq.} ~~the determinations required by 2 U.S.C. §437g(a)(5) relative to the alleged violations and the Respondent has voluntarily~~ ~~cooperated in supplying information and records.~~ The Commission and Respondent ^{Committee} agree to resolve and conciliate the ~~above captioned~~ matters under review pursuant to 2 U.S.C. §437g(a)(5)(A) by agreeing as follows:

I. That the Commission has jurisdiction over the Respondent and the subject matter of this proceeding.

II. That the Respondent has had a reasonable opportunity to demonstrate that no action should be taken against it.

III. That the pertinent facts of this matter are as follows:

-2-

During 1976, Cecil Heftel was a candidate for Congress from the First District of Hawaii.

B. ~~In mid June, 1976, Cecil Heftel became an active candidate for Congress from the First District of Hawaii.~~

A. Cecil Heftel was and is, at all times relevant hereto, Chairman of the Board of Heftel Broadcasting Company, a corporation which owns the license for radio station KGMB, and which until April, 1977, through a wholly owned subsidiary, owned the license for television station KGMB. All entities are lo-

cated and do business in Honolulu, Hawaii ^(referred to as the "Corporation" and are hereinafter "A")

(1) On 5/20/76, the Respondent Committee registered with the Commission as the principal campaign committee for the election of Cecil Heftel. ~~The amount of reimbursement made to Heftel Broadcasting Co., station KGMB, and/or KGMB-TV for the~~

(2) In that registration, the Respondent Committee listed 1599 Kapiolani Blvd., Honolulu, a building leased to the Corporation, as its address. The Committee also maintained Post Office Box 22700, Honolulu, as its campaign mailing address and made only incidental use of the premises at 1599 Kapiolani Blvd. through 6/17/76. ~~Use by Respondent from May 28 through June 17 of office space located at 1599 Kapiolani Blvd., Honolulu, Hawaii~~

(3) On 6/17/76, in an amendment to its statement of organization filed with the Commission, the Committee designated 851 Cooke Street, Honolulu, as its address. ~~Use by the Respondent of individuals employed by KGMB-TV and of a 1959 Ford Van~~

D. On or about 7/14/76, ~~the Respondent Committee used five (5) hourly employees of the Corporation at a 1959 vehicle belonging to the Corporation to move five (5) desks and two (2) file cabinets, property of the Corporation, from 1599 Kapiolani Blvd. to 851 Cooke Street, and to organize the Committee's new headquarters.~~ ~~Use by the Respondent of five metal desks and two file cabinets owned by radio station KGMB.~~

E. On or about 11/3/76, the Respondent Committee used the ~~Corporation's~~ ^{Committee} ~~adequate reimbursement to the appropriate entities employees and vehicle described in item D, above, to return the Corporation's and duly reported these reimbursements in its required periodic reports to the Commission, as follows:~~

F. The Respondent ^{Committee} made a good faith effort to make adequate reimbursement to the Corporation for the use of its office space, furniture, employees and vehicle, and then reported these reimbursements to the Commission, as follows:

7 3 1 1 0 8 2 2 2 5

-3-

1. Respondent^{Committee} paid ~~Heftel Broadcasting~~^{the Corporation}

\$100.00 for "rent" on December 28, 1976 and disclosed this expenditure on its end-of-the-year report to the Commission.

2. On March 17, 1977 Respondent^{Committee} reimbursed ~~KCMB~~^{the Corporation} in the amount of \$275.50 for the 58 man-hours spent by ~~employees of KCMB-TV~~^{Corporation} for moving and general maintenance chores performed for ~~Respondent~~^{the Committee} during the campaign. This expenditure was included in ~~Respondent's~~^{the Committee's} first quarterly report for 1977 to the Commission, filed on or before April 10, 1977.

~~The delayed reimbursement and reporting of this amount was the result of an oversight by the Treasurer--an omission which was discovered by others on the campaign committee, and remedied soon thereafter.~~

3. Respondent^{Committee} reimbursed ~~KCMB-TV~~^{the Corporation} for "office supplies" on August 4, and August 19, 1976 in the amounts of \$243 and \$107.43, respectively and reported these expenditures in its 10-day pre-primary report filed on or about Sept. 20, 1976. The specific supplies for which this reimbursement was intended are not included in the report but ~~Respondent~~^{the Committee} believes that some of this amount may have been for the use of 5 desks and 2 file cabinets ~~allegedly~~ moved

-4-

from ~~space owned by station KGUH~~ at 1599
Kapiolani to the ~~Respondent's~~ ^{Committee's} headquarters
at 851 Cooke Street, ~~Honolulu~~.

4. The total reimbursement made by Respondent
to Heftel Broadcasting for the duration of
the campaign amounts to \$_____.

E. That, in the process of re-checking its
financial records, Respondent discovered that
it overpaid \$2000 to an office supply company
for which Respondent is entitled to reimbursement.

F. That U.S.C. §441b(a) states in pertinent part:

It is unlawful...for any corporation
whatever,...to make a contribution or
expenditure in connection with any
election at which...[a] Representative
in...Congress...[is] to be voted for,...
or for any candidate, political committee
or other person knowingly to accept or
receive any contribution prohibited by
this section... (emphasis supplied)

G. That §104.3(a) of the regulations adopted
by the Commission to implement the provisions
of the Act states:

- (1) Each in-kind contribution shall be
valued at the usual and normal charge on
the date received and reported if in ex-
cess of \$100 on the appropriate schedule
of receipts, identified as to its nature
and listed as an "in-kind contribution."
- (2) Except for items noted in (b) below,
each contribution shall be reported as an
expenditure at the same usual and normal
charge and reported on the appropriate
expenditure schedule, identified and
listed as an "in-kind contribution."

IV. Wherefore, Respondent and Commission agree as
follows:

IV. The FECA of 1971, as amended (the Act), prohibits candidates and political committees from accepting in-kind contributions from corporations.

V. Respondent Committee's failure to pay for the use of the Corporation's office space, ~~and~~ employees and vehicle at the time they were utilized, constitutes its receipt of in-kind corporate contributions, in violation of 2 U.S.C. §441b.

VI. This acceptance of contributions by Respondent Committee is not a knowing and willful violation of the Act.

VII. In connection with its efforts to administer the Act, the Commission has stated by regulations published in the Federal Register on 8/25/76 + becoming effective on 4/13/77, that in-kind contributions be valued at their usual and normal charges, and has defined usual and normal. These regulations were not in effect at the time that the contributions which are the subject of this agreement were received or paid for by the Respondent Committee.

A. It is acknowledged that the 1976 primary and general elections were the first such elections to be governed by the Act; that portions of the previous campaign act had been found unconstitutional by the Supreme Court in Buckley v. Valeo,

424 U.S. 1 (1976), and that the regulations were not promulgated by the Commission until April 13, 1977 (42 F.R. 19324).

B. That the reimbursements of Heftel Broadcasting and KGMB-TV by respondent for the aforementioned in-kind contributions were generally reasonable in light of the relevant statutory provisions and the absence of explanatory materials or regulations.

C. That although the aforementioned reimbursements were generally reasonable, if viewed in light of later explanatory materials and regulations published by the Commission, the total reimbursements for use of the aforementioned items owned by Heftel Broadcasting and KGMB-TV may have been unreasonably low, and may have resulted in a technical, unknowing violation of 2 U.S.C. §441b.

D. That adding \$134.00 to the reimbursement of Heftel Broadcasting, and \$90.58 to the reimbursement of KGMB-TV, and reimbursing station KGMB \$180 results in a reasonable valuation of the usual and normal charge for the use of certain aforementioned items owned by Heftel Broadcasting, KGMB-TV, and station KGMB.

VIII. The Commission believes that the rules established by the regulations are required by the Act and for that reason has determined that the Respondent Committee

has paid an insufficient amount for the use of the office space, furniture, employees and vehicle⁻⁶⁻ of the Corporation.

IX. In order to comply with the Commission's conclusion in this regard, Respondent Committee will pay to the Commission the amount of \$400, which is equivalent to the additional amount the Commission believes should have been paid to the Corporation at the time these in kind contributions were received.

~~That Respondent will reimburse a total of \$331.58 to Heftel Broadcasting for the afore mentioned items and~~
Respondent Committee
will amend the appropriate reports filed pursuant to 2 U.S.C. §434 to reflect these expenditures.

That this conciliation agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matters set forth in the agreement.
Should Cecil Heftel again become a candidate subject to the Act, Respondent or its successor shall not accept any contributions or expenditures from any corporation in violation of the Act.

GENERAL CONDITIONS

XIII. A The Commission, on request of anyone filing a complaint under 2 U.S.C. §437g(a)(1) concerning the matters at issue in this Agreement 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.

XIV. A It is mutually agreed that this agreement shall become effective as of the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

XV. It is agreed that Respondent shall have no more than thirty (30) days from the date this Agreement becomes effective to comply and implement the requirements contained in this Agreement and to so notify the Commission.

XVI. This Agreement is executed in full satisfaction of all issues raised in this compliance action.

Date

William C. Oldaker, Esquire
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, DC 20463

Date

Jeffrey Watanabe, Esquire
Assistant Treasurer and Counsel
Friends of Cecil Heftel

Date

Carole L. Kuebler, Esquire
Counsel
Friends of Cecil Heftel

JUL 5 12:23 PM '83

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., 4th fl.
Washington, DC 29463

FIRST CLASS MAIL



FEDERAL ELECTION COMMISSION

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

June 26, 1978

Carole L. Kuebler, Esquire
Williams & Jensen
1130 17th Street, N.W.
Washington, D.C. 20036

Re: MUR 420

Dear Ms. Kuebler:

I am writing to inquire about your latest views on conciliation of the captioned matter. While I do understand that your response may be delayed because your clients are in Hawaii, our staffs' working draft proposal was submitted to you on May 30th. I have advised the Commission that we expect a response shortly and I would like to transmit some specific information to them as soon as possible. For your information, Lester Scall, the attorney handling this matter, will be away until July 6th.

Thank you for your prompt attention to this matter.

Sincerely,

A handwritten signature in dark ink, appearing to read "W. C. Oldaker", is written over a large, faint circular stamp.

William C. Oldaker
General Counsel



FEDERAL ELECTION COMMISSION

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

June 19, 1978

MEMORANDUM TO: CHARLES STEELE

FROM: MARJORIE W. EMMONS *MWE*

SUBJECT: MUR 420 (77) - Interim Conciliation Report dated 6-16-78
Received in OCS: 6-16-78, 3:13

The above-mentioned document was circulated on a 24 hour
no-objection basis at 2:00 p.m., June 19, 1978.

As of 3:30 p.m., this date, no objections have been
received in the Office of Commission Secretary to the Interim Conciliation
Report.



June 16, 1978

MEMORANDUM TO: Marge Emmons
FROM: Elissa T. Garr
SUBJECT: MUR 420

Please have the attached Interim Conciliation Report
on MUR 420 distributed to the Commission.

Thank you.

78040082234


BEFORE THE FEDERAL ELECTION COMMISSION
June 14, 1978

In the Matter of)
) MUR 420(77)
Congressman Cecil Heftel)

INTERIM CONCILIATION REPORT

After discussing with respondents their counter proposal for conciliation, our staff have submitted a new working draft agreement to them for their consideration. Respondents are expected to advise us shortly as to whether they would agree to such a proposal and at that time we will advise the Commission and determine whether any recommendation would be appropriate.

16 June 1978
Date



William C. Oldaker
General Counsel

Doc 3767

RECEIVED
FEDERAL ELECTION
COMMISSION

WILLIAMS & JENSEN
A PROFESSIONAL CORPORATION
LAWYERS

1130 SEVENTEENTH STREET, N.W.
WASHINGTON, D. C. 20036

June 7, 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

JUN 12 AM 9:35

*NOT ADMITTED IN D.C.

803485

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
4th Floor
Washington, D.C. 20463

Re: MUR 420(77)

Dear Mr. Oldaker:

With respect to the above captioned matter you had requested an explanation for the move in April, 1976 by the accounting department of KGMB-TV from the space it occupied at 1599 Kapiolani Boulevard, Honolulu, Hawaii to a different location and its subsequent relocation at 1599 Kapiolani in April of the following year. According to Rep. Heftel the reason for this move is as follows: In the spring of 1976 when Rep. Heftel was contemplating seeking election to Congress he decided to sell KGMB-TV. He actively, but quietly, sought a purchaser.

The accounting department handled matters not only for KGMB-TV but also for radio station KGMB and Heftel Broadcasting, and Rep. Heftel decided to begin to separate the accounting of KGMB-TV from that of the other two entities thinking that this could best be accomplished by relocating the department.

A purchaser for KGMB-TV was located in November, 1976 but final FCC approval for the sale was not given until April, 1977. At that time the accountants who were solely concerned with KGMB-TV matters moved back to 1599 Kapiolani Boulevard to work for the new owner.

The reasons for this move were not well known to the campaign staff or to the station employees at that time because Rep. Heftel preferred that his intention to sell the station remain confidential to avoid unduly alarming the KGMB-TV employees.

William C. Oldaker, Esq.
June 7, 1978
Page Two

I trust that this explanation answers your questions
about the move.

Sincerely,

A handwritten signature in cursive script, appearing to read "Carole L. Kuebler".

Carole L. Kuebler

CLK:lg

cc: Rep. Cecil Heftel

7 9 9 4 0 1 3 1 2 3 7

WILLIAMS & JENSEN

A PROFESSIONAL CORPORATION

LAWYERS

1130 SEVENTEENTH STREET, N.W.

WASHINGTON, D.C. 20036

13 JUN 12 11 31 AM '66

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
4th Floor
Washington, D.C. 20463



FEDERAL ELECTION COMMISSION

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

May 24, 1978

MEMORANDUM TO: CHARLES STEELE

FROM:

MARJORIE W. EMMONS

more by pc

SUBJECT:

MUR 420 - Interim Conciliation 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 Conciliation Report.

78040082239

May 19, 1978

MEMORANDUM TO: Marge Emons
FROM: Elissa T. Garr
SUBJECT: MUR 420

Please have the attached Interim Conciliation
Report distributed to the Commission.

Thank you.

78040082240

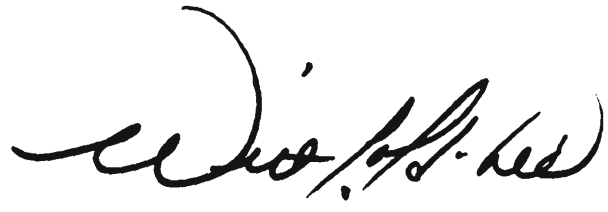
BEFORE THE FEDERAL ELECTION COMMISSION
May 18, 1978

In the Matter of)
) MUR 420 (77)
Congressman Cecil Heftel)

INTERIM CONCILIATION REPORT

Counsel for respondents has met with us to give us their views on the Commission's proposed conciliation agreement. We have just received a counter proposal for conciliation from them and are in the process of analyzing it. After we have discussed the two proposals with respondents we will be in a position to present our recommendations to the Commission.

5/18/78
Date



William C. Oldaker
General Counsel

APC 3534
RECEIVED
FEDERAL ELECTION
COMMISSION

WILLIAMS & JENSEN
A PROFESSIONAL CORPORATION
LAWYERS

1130 SEVENTEENTH STREET, N. W.
WASHINGTON, D. C. 20036

'78 MAY 12 PM 12:50

TELEPHONE
(202) 785-8241

May 10, 1978

802694

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
1406 K Street, NW
Washington, DC 20539

Re: MUR 420(77)

Dear Mr. Oldaker:

With this letter, I am transmitting a draft concilia-
tion agreement for the above-captioned matter.

Please call when you wish to discuss this proposal.

Sincerely,


Carole L. Kuebler

CLK/lh

Enclosure

cc: Hon. Cecil Heftel

DRAFT

BEFORE THE FEDERAL ELECTION COMMISSION

May , 1978

In the Matter of)
) MUR 420 (77)
Friends of Cecil Heftel Committee)

CONCILIATION AGREEMENT

7 3 0 1 0 3 1 2 4 ;

This matter was initiated on the basis of notarized complaints filed under the Federal Election Campaign Act of 1971, as amended (hereinafter referred to as the "Act") specifically 2 U.S.C. §437g, with the Federal Election Commission (hereinafter referred to as the "Commission") against the Friends of Cecil Heftel Committee (hereinafter referred to as the "Respondent"). Pursuant to this complaint an investigation has been conducted; the Commission has made the determinations required by 2 U.S.C. §437g(a)(5) relative to the alleged violations and the Respondent has voluntarily cooperated in supplying information and records. The Commission and Respondent agree to resolve and conciliate the above-captioned matters under review pursuant to 2 U.S.C. §437g(a)(5)(A) by agreeing as follows:

I. That the Commission has jurisdiction over the Respondent and the subject matter of this proceeding.

II. That the Respondent has had a reasonable opportunity to demonstrate that no action should be taken against it.

III. That the pertinent facts of this matter are as follows:

A. In mid-June, 1976, Cecil Heftel became an active candidate for Congress from the First District of Hawaii.

B. Cecil Heftel was and is, at all times relevant hereto, Chairman of the Board of Heftel Broadcasting Company, a corporation which owns the license for radio station KGMB, and which until April, 1977, through a wholly owned subsidiary, owned the license for television station KGMB. All entities are located and do business in Honolulu, Hawaii.

C. The amount of reimbursement made to Heftel Broadcasting Co., station KGMB, and/or KGMB-TV for the following items is the subject matter of this action:

1. Incidental use by Respondent from May 20 through June 17 of office space located at 1599 Kapiolani Blvd., Honolulu, Hawaii leased to Heftel Broadcasting.
2. Use by the Respondent of individuals employed by KGMB-TV and of a 1959 Ford Van owned by KGMB-TV to move various items to Respondent's headquarters at 851 Cooke St., Honolulu, and
3. Use by the Respondent of five metal desks and two file cabinets owned by radio station KGMB.

D. Respondent made a good faith effort to make adequate reimbursement to the appropriate entities and duly reported these reimbursements in its required periodic reports to the Commission, as follows:

157-30108-244

1. Respondent paid Hefstel Broadcasting \$100.00 for "rent" on December 28, 1976 and disclosed this expenditure on its end-of-the-year report to the Commission.
2. On March 17, 1977 Respondent reimbursed KGMB-TV in the amount of \$275.50 for the 58 man-hours spent by employees of KGMB-TV for moving and general maintenance chores performed for Respondent during the campaign. This expenditure was included in Respondent's first quarterly report for 1977 to the Commission, filed on or before April 10, 1977. The delayed reimbursement and reporting of this amount was the result of an oversight by the Treasurer--an omission which was discovered by others on the campaign committee, and remedied soon thereafter.
3. Respondent reimbursed KGMB-TV for "office supplies" on August 4, and August 19, 1976 in the amounts of \$243 and \$107.43, respectively and reported these expenditures in its 10-day pre-primary report filed on or about Sept. 20, 1976. The specific supplies for which this reimbursement was intended are not included in the report but Respondent believes that some of this amount may have been for the use of 5 desks and 2 file cabinets allegedly moved

7901078245

-1-

from space owned by station KCMR at 1599
Kapiolani to the respondent's headquarters
at 851 Cooke Street, Honolulu.

4. The total reimbursement made by Respondent
to Heftel Broadcasting for the duration of
the campaign amounts to \$_____.

E. That, in the process of re-checking its
financial records, Respondent discovered that
it overpaid \$2000 to an office supply company
for which Respondent is entitled to reimbursement.

F. That U.S.C. §441b(a) states in pertinent part:

It is unlawful...for any corporation
whatever,...to make a contribution or
expenditure in connection with any
election at which...[a] Representative
in...Congress...[is] to be voted for,...
or for any candidate, political committee
or other person knowingly to accept or
receive any contribution prohibited by
this section....(emphasis supplied)

G. That §104.3(a) of the regulations adopted
by the Commission to implement the provisions
of the Act states:

(1) Each in-kind contribution shall be
valued at the usual and normal charge on
the date received and reported if in ex-
cess of \$100 on the appropriate schedule
of receipts, identified as to its nature
and listed as an "in-kind contribution."
(2) Except for items noted in (b) below,
each contribution shall be reported as an
expenditure at the same usual and normal
charge and reported on the appropriate
expenditure schedule, identified and
listed as an "in-kind contribution."

IV. Wherefore, Respondent and Commission agree as
follows:

7301078245

D. That adding \$134.00 to the reimbursement of Heftel Broadcasting, and \$90.52 to the reimbursement of KGMB-TV, and reimbursing station KGMB \$180 results in a reasonable valuation of the usual and normal charge for the use of certain aforementioned items owned by Heftel Broadcasting, KGMB-TV, and station KGMB.

D. That Respondent will reimburse a total of \$331.58 to Heftel Broadcasting for the aforementioned items and will amend the appropriate reports filed pursuant to 2 U.S.C. §454 to reflect these expenditures.

E. That this conciliation agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matters set forth in the agreement.

G. Should Cecil Heftel again become a candidate subject to the Act, Respondent or its successor shall not accept any contributions or expenditures from any corporation in violation of the Act.

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 in this Agreement 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 mutually agreed that this agreement shall become effective as of the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

79010082248

- 7-
- C. It is agreed that Respondent shall have no more than thirty (30) days from the date this Agreement becomes effective to comply and implement the requirements contained in this Agreement and to so notify the Commission.
- D. This Agreement is executed in full satisfaction of all issues raised in this compliance action.

Date

William C. Oldaker, Esquire
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, DC 20463

Date

Jeffrey Watanabe, Esquire
Assistant Treasurer and Counsel
Friends of Cecil Heftel

Date

Carole L. Kuebler, Esquire
Counsel
Friends of Cecil Heftel

20010821

WILLIAMS & JENSEN

A PROFESSIONAL CORPORATION

LAWYERS

1130 SEVENTEENTH STREET, N. W.

WASHINGTON, D. C. 20036

78 MAY 12 PM 12:50

FEDERAL ELECTION COMMISSION

William C. Oldaker, Esq.

General Counsel

Federal Election Commission

1406 K Street, NW

Washington, DC 20539

DOC 3516
NRW

WILLIAMS & JENSEN
A PROFESSIONAL CORPORATION
LAWYERS

1130 SEVENTEENTH STREET, N. W.

WASHINGTON, D. C. 20036

TELEPHONE
(202) 785-8241

May 10, 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., 4th Floor
Washington, D.C. 20463

Re: MUR 420(77)

Dear Mr. Oldaker:

With this letter, I am transmitting a draft conciliation agreement for the above-captioned matter.

Please call when you wish to discuss this proposal.

Sincerely,


Carole L. Kuebler

CLK:lg

Enclosure

cc: Hon. Cecil Heftel

DRAFT

BEFORE THE FEDERAL ELECTION COMMISSION
May , 1978

In the Matter of)
) MUR 420 (77)
Friends of Cecil Heftel Committee)

CONCILIATION AGREEMENT

107325
This matter was initiated on the basis of notarized complaints filed under the Federal Election Campaign Act of 1971, as amended (hereinafter referred to as the "Act") specifically 2 U.S.C. §437g, with the Federal Election Commission (hereinafter referred to as the "Commission") against the Friends of Cecil Heftel Committee (hereinafter referred to as the "Respondent"). Pursuant to this complaint an investigation has been conducted; the Commission has made the determinations required by 2 U.S.C. §437g(a)(5) relative to the alleged violations and the Respondent has voluntarily cooperated in supplying information and records. The Commission and Respondent agree to resolve and conciliate the above-captioned matters under review pursuant to 2 U.S.C. §437g(a)(5)(A) by agreeing as follows:

I. That the Commission has jurisdiction over the Respondent and the subject matter of this proceeding.

II. That the Respondent has had a reasonable opportunity to demonstrate that no action should be taken against it.

III. That the pertinent facts of this matter are as follows:

A. In mid-June, 1976, Cecil Heftel became an active candidate for Congress from the First District of Hawaii.

B. Cecil Heftel was and is, at all times relevant hereto, Chairman of the Board of Heftel Broadcasting Company, a corporation which owns the license for radio station KGMB, and which until April, 1977, through a wholly owned subsidiary, owned the license for television station KGMB. All entities are located and do business in Honolulu, Hawaii.

C. The amount of reimbursement made to Heftel Broadcasting Co., station KGMB, and/or KGMB-TV for the following items is the subject matter of this action:

1. Incidental use by Respondent from May 20 through June 17 of office space located at 1599 Kapiolani Blvd., Honolulu, Hawaii leased to Heftel Broadcasting.
2. Use by the Respondent of individuals employed by KGMB-TV and of a 1959 Ford Van owned by KGMB-TV to move various items to Respondent's headquarters at 851 Cooke St., Honolulu, and
3. Use by the Respondent of five metal desks and two file cabinets owned by radio station KGMB.

D. Respondent made a good faith effort to make adequate reimbursement to the appropriate entities and duly reported these reimbursements in its required periodic reports to the Commission, as follows:

79010032251

1. Respondent paid Hoftel Broadcasting \$100.00 for "rent" on December 28, 1976 and disclosed this expenditure on its end-of-the-year report to the Commission.
2. On March 17, 1977 Respondent reimbursed KGMB-TV in the amount of \$275.50 for the 58 man-hours spent by employees of KGMB-TV for moving and general maintenance chores performed for Respondent during the campaign. This expenditure was included in Respondent's first quarterly report for 1977 to the Commission, filed on or before April 10, 1977. The delayed reimbursement and reporting of this amount was the result of an oversight by the Treasurer--an omission which was discovered by others on the campaign committee, and remedied soon thereafter.
3. Respondent reimbursed KGMB-TV for "office supplies" on August 4, and August 19, 1976 in the amounts of \$243 and \$107.43, respectively and reported these expenditures in its 10-day pre-primary report filed on or about Sept. 20, 1976. The specific supplies for which this reimbursement was intended are not included in the report but Respondent believes that some of this amount may have been for the use of 5 desks and 2 file cabinets allegedly moved

from space owned by station KGMB at 1599 Kapiolani to the respondent's headquarters at 851 Cooke Street, Honolulu.

4. The total reimbursement made by Respondent to Heftel Broadcasting for the duration of the campaign amounts to \$_____.

E. That, in the process of re-checking its financial records, Respondent discovered that it overpaid \$2000 to an office supply company for which Respondent is entitled to reimbursement.

F. That U.S.C. §441b(a) states in pertinent part:

It is unlawful...for any corporation whatever,...to make a contribution or expenditure in connection with any election at which...[a] Representative in...Congress...[is] to be voted for,... or for any candidate, political committee or other person knowingly to accept or receive any contribution prohibited by this section....(emphasis supplied)

G. That §104.3(a) of the regulations adopted by the Commission to implement the provisions of the Act states:

(1) Each in-kind contribution shall be valued at the usual and normal charge on the date received and reported if in excess of \$100 on the appropriate schedule of receipts, identified as to its nature and listed as an "in-kind contribution."

(2) Except for items noted in (b) below, each contribution shall be reported as an expenditure at the same usual and normal charge and reported on the appropriate expenditure schedule, identified and listed as an "in-kind contribution."

IV. Wherefore, Respondent and Commission agree as follows:

A. It is acknowledged that the 1976 primary and general elections were the first such elections to be governed by the Act; that portions of the previous campaign act had been found unconstitutional by the Supreme Court in Buckley v. Valeo, 424 U.S. 1 (1976), and that the regulations were not promulgated by the Commission until April 13, 1977 (42 F.R. 19324).

B. That the reimbursements of Heftel Broadcasting and KGMB-TV by respondent for the aforementioned in-kind contributions were generally reasonable in light of the relevant statutory provisions and the absence of explanatory materials or regulations.

C. That although the aforementioned reimbursements were generally reasonable, if viewed in light of later explanatory materials and regulations published by the Commission, the total reimbursements for use of the aforementioned items owned by Heftel Broadcasting and KGMB-TV may have been unreasonably low, and may have resulted in a technical, unknowing violation of 2 U.S.C. §441b.

D. That adding \$134.00 to the reimbursement of Heftel Broadcasting, and \$90.58 to the reimbursement of KGMB-TV, and reimbursing station KGMB \$180 results in a reasonable valuation of the usual and normal charge for the use of certain aforementioned items owned by Heftel Broadcasting, KGMB-TV, and station KGMB.

E. That Respondent will reimburse a total of \$331.58 to Heftel Broadcasting for the aforementioned items and will amend the appropriate reports filed pursuant to 2 U.S.C. §434 to reflect these expenditures.

F. That this conciliation agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matters set forth in the agreement.

G. Should Cecil Heftel again become a candidate subject to the Act, Respondent or its successor shall not accept any contributions or expenditures from any corporation in violation of the Act.

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 in this Agreement 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 mutually agreed that this agreement shall become effective as of the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

197003257

D. This Agreement is executed in full satisfaction of all issues raised in this compliance action.

William C. Oldaker, Esquire
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, DC 20463

Jeffrey Watanabe, Esquire
Assistant Treasurer and Counsel
Friends of Cecil Heftel

Carole L. Kuebler, Esquire
Counsel
Friends of Cecil Heftel

Doc 3423
NRV

WILLIAMS & JENSEN
A PROFESSIONAL CORPORATION
LAWYERS

1130 SEVENTEENTH STREET, N. W.
WASHINGTON, D. C. 20036

TELEPHONE
(202) 785-8241

April 28, 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. 20539

Re: MUR 420(77)

Dear Mr. Oldaker:

With this letter, I am transmitting several documents which provide additional facts about certain events during the 1976 campaign of Rep. Cecil Heftel, relative to the above-captioned matter.

These documents include:

Exhibit 1 - Receipts from the Makiki Post Office station, showing rental of post office box #22700 to be used by Friends of Cec Heftel by Ed. Wong, Treasurer of the committee (at that time) on May 19, 1976.

Exhibit 2 - Letter from Mr. Mark T. Luria, Manager of the Commercial/Industrial Department of Aaron M. Chaney, Inc. providing a valuation for short-term rental of commercial space at 1599 Kapiolani Blvd., Honolulu. Aaron M. Chaney, Inc. is a highly reputable commercial/industrial and residential real estate sales and leasing company in Hawaii and is also actively involved in property management and rental.

Exhibit 3 - Appraisal by M. Lipton & Co., Honolulu, of five single-pedestal steel desks and two four-drawer (metal) legal files. (At this time we have been unable to obtain a monthly rental value.)

Exhibit 4 - Memorandum including rental values for a Van comparable to 1959 Ford Van owned by KGMB-TV.

65-1109-259

William C. Oldaker, Esq.
April 28, 1978
Page Two

I am also enclosing, for review by you and Lester Scall, a memorandum which summarizes some of my research in reviewing the Form 3 filings by the Friends of Cec Heftel during and after the 1976 campaign. I hope that this memorandum can be the basis for our further discussion at your convenience.

Please call when you wish to schedule a meeting or if you have any additional questions in the meantime.

Sincerely,



Carole L. Kuebler

CLK:lg

Enclosures

cc: Honorable Cecil Heftel
Lester Scall, Esq.
Jeff Watanabe, Esq.

7 3 0 1 0 0 3 1 2 5 0

POST OFFICE		SAKIKI STATION HONOLULU, HI 96822		\$ 2.00		No. 04	
AMOUNT (To be written)				DOLLARS			
FOR		A/C NO.		POSTMASTER (By)		DATE	
Received from: (Show address only when receipt is mailed)				DATE			
Ed Wong POB 22700 96822				5/19/76 PERMIT NO.			

PS Form 3544 May 1973 POST OFFICE RECEIPT FOR MONEY Original

Always show your P.O. Box No. and ZIP Code in your return address.

SEE REGULATIONS ON REVERSE ORIGINAL 129

RECEIVED BOX RENT FROM (Name of person)		AMOUNT	
Ed Wong		30.00	
With the enclosed money order, please pay to the order of the Post Office for the amount of \$30.00 as in receipt to a money order order (See Section 24.2 of the Postal Service Manual)		ENDING STAMP	
BOX NO. 22700		MAY 1976	
FOR THE POSTMASTER (By)		POSTMASTER (By)	
Ed Wong		Ed Wong	

EX-100 MAR 1973 1533 BOX RENT

Friends of

@H

Comma to

5/19/76

P.O. Box

22700

Honolulu

96822

1261331

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
1325 K Street, N.W.
4th Floor
Washington, D.C. 20463

FIRST CLASS MAIL

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Property Management & Rental
Commercial, Industrial & Residential
Real Estate Sales & Leasing
Brokerage & General Management

April 17, 1978

Jeffrey N. Watanabe, Esq.
Hawaii Building
Suite 814
745 Fort Street
Honolulu, Hawaii 96813

RE: VALUATION OF COMMERCIAL SPACE AT 1599 KAPIOLANI BOULEVARD

Dear Mr. Watanabe:

I am very familiar with commercial real estate values in the Kapiolani business district and have been requested by you to render an opinion regarding the value of approximately 1,000 square feet of commercial office space located in the rear portion of the second floor of a building located at 1599 Kapiolani Boulevard at the corner of Kapiolani Boulevard and Kaheka Street.

It is my understanding that the commercial office space in question has the following characteristics:

1. Rented on a short-term basis between May and June of 1976;
2. Basically loft space;
3. Air-conditioned;
4. No separate entrance;
5. Open-ceiling fluorescent lighting;
6. No Kapiolani Boulevard frontage.

Based on my experience, it is my opinion that commercial space of this kind in mid-1976 would have rented for approximately 50 cents per square foot on a short-term rental basis.

Very truly yours,

AARON M. CHANEY, INC.

Mark T. Luria, Manager
Commercial/Industrial Department

c/o



FEDERAL ELECTION COMMISSION

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

April 19, 1978

MEMORANDUM TO: CHARLES STEELE

FROM: MARJORIE W. EMMONS *mwe*

SUBJECT: MUR 420 (77) - Interim Report dated 4-14-78
Received in the Office of
Commission Secretary: 4-14-78, 2:13

The above-mentioned document was circulated to the Commissioners at 10:00 a.m., April 18, 1978, on a 24 hour no-objection basis.

As of 10:00 a.m., this date, no objections have been received in the Office of Commission Secretary to the Interim Report.

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April 14, 1978

MEMORANDUM TO: Marge Emmons
FROM: Elissa T. Garr
SUBJECT: MUR 420

Please have the attached Interim Report on MUR 420 distributed to the Commission on a 24 hour no-objection basis.

Thank you.

78040082265

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M. Lipton & Co.

MEMBER, AMERICAN SOCIETY OF APPRAISERS

1103 FORT STREET — ROOM 16
HONOLULU, HAWAII 96813
TELEPHONE 533-4320

April 12, 1978

Mr. J. Cantanabe
745 Fort Street
Suite 814
Honolulu, HI 96813

APPRAISAL

5	Single pedestal steel desks 1 & 25. (10 years age, condition unknown)	225.00
2	4 metal drawer legal files . 70. (age unknown)	<u>140.00</u>
	Total	<u>365.00</u>

M. Lipton

APR 12 1978

M. Lipton & Co.

MEMBER, AMERICAN SOCIETY OF APPRAISERS

1108 FORT STREET - ROOM 16
HONOLULU, HAWAII 96813
TELEPHONE 533-4320

NAME: MR. J. WATANABE

DATE: April 12, 1978

ADDRESS: 745 Fort St. Suite 814
Honolulu, HI 96813

At your request we have conducted an appraisal for fair market value purposes as of:

DATE: Mid-1976

on:

Office equipment

Fair market value is defined as the price at which a property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or sell, and both having all reasonable knowledge of the property's uses and value.

The values set forth represent the best information obtainable as to fair market value in this area.

The appraiser has no interests, present or contemplated, in the property appraised.

ADDITIONAL COMMENTS:

This appraisal is subject to the following provisions:

The items were not personally inspected.

The items were assumed to be in fair condition.

The values quoted were an average of the high and low market values available to the public in mid-1976.

Respectfully submitted,

J. Lipton

J. LIPTON, APPRAISER

7 1 0 1 0 3 2 2 6 3

M. Lipton & Co.

MEMBER, AMERICAN SOCIETY OF APPRAISERS

1108 FORT STREET—ROOM 16
HONOLULU, HAWAII 96813
TELEPHONE 533-4320

April 12, 1978

Mr. G. S. Sarnano
735 Fort Street
Suite 614
Honolulu, HI 96813

APPRAISAL

5	Single pedestal steel desks # 45. (10 years age, condition unknown)	225.00
2	4 metal drawer legal files # 70. (age unknown)	<u>140.00</u>
	Total	<u>365.00</u>

M. Lipton

J. M. Lipton, Appraiser

M. Lipton & Co.

MEMBER, AMERICAN SOCIETY OF APPRAISERS

1103 FORT STREET - ROOM 16

HONOLULU, HAWAII 96813

TELEPHONE 533-4320

NAME: MR. J. WATANABEDATE: April 12, 1978ADDRESS: 745 Fort St. Suite 814Honolulu, HI 96813

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DATE: Mid-1976

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The items were assumed to be in fair condition.

The values quoted were an average of the high and low market values available to the public in mid-1976.

Respectfully submitted,

J. Lipton

J. LIPTON, APPRAISER

April, 1978

Memorandum

To: File (Hefstel)

From: Carole L. Kuebler

Re: Rental Value of Van; Notes from Telephone Conversation
with Jeff Watanabe.

1. The 1959 Ford van allegedly used in moving Heftel campaign items has no ascertainable blue book value in Hawaii.
2. Calls to various truck rental establishments to determine rental charges for a van of comparable size, i.e. 10 1/2'X 6 1/2'X 6', and features, i.e. covered van, no tailgate, yielded the information below.

In many cases, these rental establishments did not have in stock vans which were identical to the one allegedly used in the campaign and figures represent a comparable vehicle.

- a) Val's U-Drive
2722 Kilihau Street
Honolulu, Hawaii
808-841-0977

Econoline Van (12'X 8'X 8') - \$30/day + gas and tax.

Modified Econoline Van (11'X 6'X 6 1/2') - \$29.95/day.

The hourly rates for these vehicles is \$5 with a 4 hour minimum.

- b) Budget Rent-A-Truck
735 N. Nimitz Highway
Honolulu, Hawaii
808-524-4000

"Regular" Van (12'X 8'X 8') - Daily rate \$34.95.

- c) Trucks, Inc.
540 N. Nimitz Highway
Honolulu, Hawaii
808-531-3708

"Regular Van (12'X 8'X 8') - \$30 + tax (4%) and gas.

3. Based on these figures we conclude that a fair estimate rental value for a van roughly comparable to the one allegedly used in the Heftel campaign is \$30/day.

BEFORE THE FEDERAL ELECTION COMMISSION
April 11, 1978

In the Matter of)
) MUR 420 (77)
Congressman Cecil L. Heftel)

INTERIM CONCILIATION REPORT

On April 4, 1978, an attorney from this office met with an attorney from respondent Heftel's newly retained Washington law firm. The proposed conciliation agreement was discussed and counsel for respondent requested additional time to consult with co-counsel in Honolulu and to submit additional information concerning the matter. The additional information is expected shortly and, when it is received and analyzed, we will make whatever recommendations are appropriate.

14 April 1978
Date


William C. Oldaker
General Counsel

14 April 1978

WILLIAMS & JENSEN
A PROFESSIONAL CORPORATION
LAWYERS

1130 SEVENTEENTH STREET, N. W.

WASHINGTON, D. C. 20036

April 28, 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

*NOT ADMITTED IN D.C.

MEMORANDUM

To: Eile (Heftel)
From: *CLK* Carole L. Kuebler
Re: Research on Heftel Campaign

Initiating Campaign Activity

The Friends of Cec Heftel, a candidate-authorized committee ("the Committee") filed a statement of organization with the Federal Election Commission (and, simultaneously, the Clerk of the House) signed and dated May 20, 1976. The Treasurer was Edwin Kun Pui Wong and the committee listed two addresses: 1599 Kapiolani Blvd, Honolulu, Hawaii, 96814 and P.O. Box 22700, Honolulu, Hawaii, 96822. The post office box had been rented by Mr. Wong to be used to receive campaign mail on May 19, 1976. On only one other occasion was the 1599 Kapiolani Blvd. address used in the FEC filing and that was in a June 1, 1976 letter from Mr. Wong to the Clerk of the House designating two co-Chairpersons to serve on the Friends of Cec Heftel. It is noteworthy that this inside address was typed at the top of a blank page and was not formal campaign stationery as was printed later for the campaign headquarters on Cooke Street.

Mr. Wong assisted the campaign strictly as a volunteer, and his designation as treasurer was a mere interim appointment. In fact, he lent his name to the organization until an actual "functioning" treasurer could be found.

From every indication as reflected in facts drawn from FEC reports and conversations with campaign personnel, including the candidate, no "campaign" as such existed for Cecil Heftel until late June, 1976. When a "campaign" as defined in the FECA finally began, the Committee had rented commercial space at 851 Cooke Street, Honolulu which was its first and only headquarters. Assorted facts help to support the statements above:

- 1) The Committee's statement of organization was amended by letter signed June 17, 1976 to designate James William Ganley as treasurer and to show its addresses as 851 Cooke Street, Honolulu and P.O. Box 22700, Honolulu.
- 2) The FEC was notified by letter signed June 28, 1976 of the appointment of two Finance Co-Chairpersons for the Committee.
- 3) The first contributions received by the Committee were received June 8, 1976, as itemized in its July 10, 1976 report.
- 4) The Committee reported no expenditures until June 8, 1976 and one of these included reimbursement of Mr. Wong for the post office box rental.
- 5) Other noteworthy Committee expenditures itemized on the July 10 report include payment of \$1,560 for rent on June 16, 1976 to Oceanic Cablevision, 2669 Kili Hau, Honolulu, a company which owns the space at 851 Cooke Street. Committee personnel recall that occupancy of the space probably began two to three days before this payment, about June 13 or 14. The July 10 report also includes telephone and typewriter rental on June 22, 1976.

Therefore in terms of raising money, ordering materials or arranging for the printing of brochures the Heftel "campaign" could not be said to have begun any earlier than mid-June 1976. Rep. Heftel says that with one exception all meetings held in the early pre-campaign organizational stages took place at the office of his public relations advisers, Siegle, Schiller, Rolfs & Wood. (Frequent, substantial payments by the campaign to this agency support this statement.) Rep. Heftel recalls one attempt to meet at the space at 1599 Kapiolani Blvd. in early June and recalls that it was "almost empty" and the two or three participants were forced to bring chairs in so they could sit down. In the early planning stages of the effort 1599 Kapiolani was considered for use as a headquarters but it was never so used and the Cooke Street space was located and rented in early June, about the same time that the Committee began to have "contributions" and "expenditures" as defined in the FECA.

Office Equipment

FEC filings by the Committee include numerous payments at all stages of the campaign to office equipment and supply companies for furniture and equipment, including a July 1, 1976 invoice (reported as a debt) for \$400 from Wholesale Office Furniture, 1047 Waimanu Street, Honolulu for office equipment and furniture rental. Numerous other expenditures for this purpose (typewriters, equipment, furniture) can be found through

an examination of the Committee's filing of Form 3. In fact, expenditures reimbursing KGMB-TV for "office supplies", a good-faith attempt by the Committee to avoid any incidental donations by the station, are listed. Among these is an item for \$100 on December 28, 1976 (reported in the end of the year report January, 1977) reimbursing Heftel Broadcasting for "rent," which reflects the cautious approach of the Committee in reimbursing the company for space of which it might have made only incidental use.

Because the Committee rented office furniture and equipment from various commercial outlets and because the KGMB-TV accounting department knows of no missing furniture, there is a very real question as to whether or not the five desks and two file cabinets were actually "borrowed" from the station for the campaign. The January 27, 1978 letter from Jeff Watanabe to you provides a thorough discussion of this issue.

In any event, even if the KGMB-TV furniture alleged to have been used in the campaign had been purchased (and the typical campaign practice was to rent, not purchase) an optimistic estimate of its value comes to \$365. Rental value undoubtedly would be much lower.

Moving

KGMB-TV was reimbursed for the time of the hourly employees who may have done some moving for the Committee as part of that time. This reimbursement was made on March 17, 1977, and reported on the Committee's April 10, 1977 report. (Note, this was not done in response to any complaint filed with the FEC of which the Committee had knowledge.) This reimbursement was substantially similar to the average wage rates of the employees involved. Any charge for the use of the station-owned van which may not be included in this figure could not reasonably be figured at more than \$30/day, with, at most, 2 days of moving. During the 58 hours logged, the men did some general office maintenance work such as installing partitions at the Cooke Street headquarters.

An incidental fact in the moving issue is that 1599 Kapiolani is about 3-4 miles from 851 Cooke Street.

First Class Mail

WILLIAMS & JENSEN
A PROFESSIONAL CORPORATION
1130 17TH STREET N.W., SUITE 620
WASHINGTON, D.C. 20036

To:

Lester Scall, Esq.
Federal Election Commission
1325 K Street, N.W.
Washington, D.C.

FIRST CLASS MAIL

3 0 4 0 3 3 2 7

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
1325 K Street, N.W.
Washington, D.C. 20539

FIRST CLASS MAIL

Doc 3177

FEDERAL

SECTION

801587

78 APR 7 AM 8:43

TELEPHONE
(202) 785-8241

WILLIAMS & JENSEN
A PROFESSIONAL CORPORATION
LAWYERS

1130 SEVENTEENTH STREET, N. W.
WASHINGTON, D. C. 20036

April 5, 1978

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

*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 420(77)

Dear Mr. Oldaker:

Under separate cover, Rep. Cecil Heftel is providing formal notice that I will be representing him, in addition to Mr. Jeffrey N. Watanabe, in the above matter.

Because of my recent entry into this case, it may be necessary for us to request that the statutory period provided for conciliation be extended. I have advised Lester Scall on your staff that additional material from Hawaii is being submitted. However, please rest assured that Rep. Heftel, Mr. Watanabe, and I are as anxious as are you and your staff to complete this process as quickly as possible.

Please call if you or your staff has any questions.

Sincerely,



Carole L. Kuebler

CLK:lg

cc: Hon. Cecil Heftel
Jeffrey N. Watanabe, Esq.

WILLIAMS & JENSEN

A PROFESSIONAL CORPORATION

LAWYERS

1130 SEVENTEENTH STREET, N.W.

WASHINGTON, D.C. 20036

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D.C.

RECEIVED
FEDERAL ELECTION COMMISSION
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William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

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COMMITTEES:

EDUCATION AND LABOR

SUBCOMMITTEES:

ELEMENTARY, SECONDARY
AND VOCATIONAL EDUCATION
SELECT EDUCATION
POSTSECONDARY EDUCATION

POST OFFICE AND CIVIL SERVICE

SUBCOMMITTEES:

COMPENSATION AND EMPLOYEE
BENEFITS
CIVIL SERVICE

CECIL "CEC" HEFTEL

1ST DISTRICT, HAWAII

Congress of the United States

House of Representatives

Washington, D.C. 20515

WASHINGTON OFFICE:

322 CANNON HOUSE OFFICE BUILDING

WASHINGTON, D.C. 20515

(202) 225-2726

DISTRICT OFFICE:

300 ALA MOANA BOULEVARD

ROOM 4104

P.O. Box 50143

HONOLULU, HAWAII 96850

(808) 546-8997

April 5, 1978

801577

William C. Oldaker, Esq.
General Counsel
Federal Election Committee
1325 "K" Street, N.W.
Washington, D.C. 20463

Re: MUR 420 (77)


Dear Mr. Oldaker:

Please be advised that, in addition to Mr. Jeffrey N. Watanabe, Ms. Carole L. Kuebler of the firm of Williams & Jensen, P.C., will represent me as counsel of record in the above matter. Her address is: Suite 500, 1130 17th St., N.W., Washington, D.C. 20036, telephone--202-785-8241.

I understand that she has already contacted you and Mr. Scall about this and will be submitting additional information to you shortly.

Thank you for your consideration.

Very cordially yours,



Cec Heftel
Member of Congress

/bt

CC: Jeffrey N. Watanabe
Carole L. Kuebler

Congress of the United States

House of Representatives

Washington, D.C. 20515

OFFICIAL BUSINESS



William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 "K" Street, N.W.
Washington, D.C. 20463

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friends of cec heftel committee.

Democrat · First Congressional District

RECEIVED
FEDERAL ELECTION
COMMISSION

178 OCT 30 PM 3:56

600# 5399 42-0
P.O. Box 23020
Honolulu, Hawaii 96822
Phone: 531 0466

Co-Chairpersons:
Dr. Richard Chang
Jerrold Michael

Treasurer
Jim Ganley

Campaign Manager:
Chris Heftel

October 26, 1978

Federal Election Commission
1325 "K" Street, N. W.
Washington, D. C. 20463

ATTENTION: Mr. Lester Scall

Gentlemen:

887112

Enclosed is our check in the amount of \$1,330.00 to
satisfy the judgement against Friends of Cec Heftel 1976
Campaign Committee.

Very truly yours,

James N. Ganley
James Ganley, Treasurer
FRIENDS OF CEC HEFTEL
ID # 060461

FRIENDS OF CEC HEFTEL
P. O. BOX 23020
HONOLULU, HAWAII 96822

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October 26 19 78

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1213

PAY TO THE
ORDER OF **U. S. TREASURY**

\$1,330.00

One Thousand Three Hundred Thirty and no/100 ----- DOLLARS

Any Branch
Bank of Hawaii
1441 Kapiolani Boulevard
Honolulu, Hawaii 96814

AL HFE
James F. Healey

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FRIENDS OF CEC HEFTEL
HONOLULU, HAWAII

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS TO PAYMENT TO PERMITS ONLY DE
NOT BE USED FOR ANY OTHER PURPOSES

DELUXE FORM DVC-2 V-2

DATE	DESCRIPTION	AMOUNT
10/26/78	Penalty assessed by FEC for 1976 campaign	\$1,330.00 ~

friends of
cec heftel
committee.

Democrat • First Congressional District

PO Box 23020
Honolulu Hawaii 96822

REGISTERED
NO.

19059

FEDERAL ELECTION COMMISSION
1325 "K" STREET, N. W.
WASHINGTON, D.C. 20463

ATTENTION: Mr. Lester Scall

FEDERAL ELECTION
COMMISSION

OCT 30 PM 5:36

Heftel Broadcasting Corporation

1599 Kapiolani Blvd.
XXXXXXXXX HONOLULU, HAWAII 968XX14

2037

59-102
1213

October 26, 1978

PAY

~~XXXXXXXXXX~~ 1,330.00

DOLLARS \$ 1,330.00

TO
THE
ORDER
OF

UNITED STATES TREASURY
Federal Elections Commission
1325 - K Street, N.W.
Washington, D.C. 20463
Attn: Lester Scall

Heftel Broadcasting Corporation

KALA MOANA BRANCH
BANK OF HAWAII
HONOLULU, HAWAII

⑆1213⑆0102⑆0017⑆062794⑆

PLEASE DETACH BEFORE DEPOSITING

867431

RE: Fine

HEFTEL BROADCASTING CORPORATION

CHARGE TO	✓	AMOUNT	CHARGE TO	✓	AMOUNT
899		1,330.00			

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IS better

FEDERAL ELECTION
COMMISSION

AIR MAIL/SPECIAL DELIVERY
OCT 30 AM 10 30

Special Delivery

UNITED STATES TREASURY
Federal Elections Commission
1325 - K Street, N.W.
Washington, D.C. 20463

Attn: Lester Scall

FIRST CLASS

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FEDERAL ELECTION COMMISSION

March 17, 1978 78 MAR 27 AM 9:13

William C. Oldaker
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D. C. 20463

Dear Mr. Oldaker:

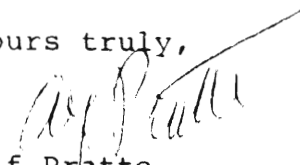
This letter will serve as a follow-up to my letter and telephone call to your office respectfully requesting a status report on MUR 420 (77) In kind contributions to congressional candidate Cecil Heftel.

Because it has been nearly one year since I first contacted the Federal Election Commission concerning the violations of Mr. Heftel, I am most anxious to learn of the status of this affair.

Thank you for calling my attention to the section in the campaign act concerning the importance of obtaining the consent of the person being investigated before making information public.

Because of Mr. Heftel's ongoing commitment to freedom of information, I am hopeful that he will allow me to share the information I have gathered with the station he currently owns as well as his former television station and the other media in Hawaii. I am enclosing a copy of a recent letter I wrote him concerning this matter.

Yours truly,


Alf Pratte
1965 Halekoa Drive
Honolulu, Hawaii 96821

March 17, 1978

Representative Cecil Heftel
322 Cannon House Office Bldg.
Washington, D. C. 20515

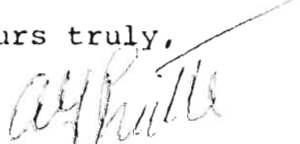
Dear Rep. Heftel:

Because of your strenuous efforts as a businessman associated with the entertainment/news business over the years, I have long been aware of your commitment to freedom of information in Hawaii.

Even though you are now serving in the U.S. Congress, I am sure that the strong ethic of informing the public which serves as the foundation of a free press still burns strongly in your breast. Because of this I should like to respectfully request that you provide your written consent to release information concerning your case which the Federal Election Commission has contacted you about (MUR 420 [77]).

As you know the written consent of the person being investigated is essential before the media can further discuss the 1976 congressional campaign in which played such a prominent role. I would appreciate hearing from you by April 3.

Yours truly,


Alf Pratte

1965 Halekoa Drive
Honolulu, HI 96821

1965 Halekoa Drive
Honolulu, HI 96821



ZIP CODE



MAY 27 AM 9:01

William C. Oldaker
General Counsel
Federal Election Commission
1325 K Street
Washington, D.C. 20463



FEDERAL ELECTION COMMISSION

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

March 14, 1978

Jeffrey N. Watanabe, Esquire
Suite 814
Hawaii Building
745 Fort Street
Honolulu, Hawaii 96813

Re: MUR 420 (77)

Dear Mr. Watanabe:

This is to inform you that on March 9, 1978, the Commission found reasonable cause to believe that the Friends for Cecil Heftel Committee (Committee) and the Heftel Broadcasting Corporation (Corporation) violated section 441b of the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. §431, et seq.

The Commission concluded that the Committee's use of office space leased to the Corporation without an expenditure being reported, constitutes an in-kind corporate contribution in violation of 2 U.S.C. §441b. In addition, the use of the Corporation's employees and van to move the Committee at a cost which was below the normal and usual rate charged and which was not reimbursed within a commercially reasonable time, and the use of furniture owned by the Corporation during the campaign, also constitutes violations of 2 U.S.C. §441b.

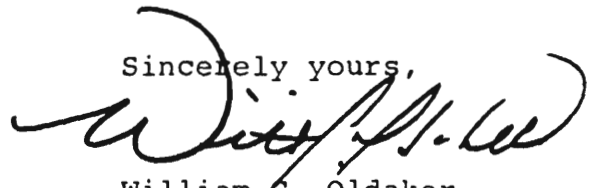
The Commission has the duty to correct such violations for a period of thirty days by informal methods of conference, conciliation and persuasion, and must attempt to enter into a conciliation agreement. Proposed conciliation agreements for the Committee and the Corporation are enclosed. If we are unable to reach an agreement during the thirty day period, 2 U.S.C. §437g(a)(5)(B) provides that the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute a civil law suit.



Should you decide to enter into these agreements, please sign the documents and return them to this office. You will note that the proposed agreements provide for civil penalties of \$2,500 each. Checks in that amount, made payable to the Treasury of the United States, are due within thirty days of the agreements' effective date.

If you have any questions please contact Leland Prince, the staff member assigned to the matter, at 202-523-4026.

Sincerely yours,



William C. Oldaker
General Counsel

420 L. Prince OGC

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. _____ <input checked="" type="checkbox"/> Show to whom, date, and address of delivery. _____ <input type="checkbox"/> RESTRICTED DELIVERY Show to whom and date delivered. _____ <input type="checkbox"/> RESTRICTED DELIVERY. Show to whom, date, and address of delivery. \$ _____ (CONSULT POSTMASTER FOR FEES)		
2. ARTICLE ADDRESSED TO: Jeffrey N. Watanabe		
3. ARTICLE DESCRIPTION: REGISTERED NO. CERTIFIED NO. INSURED NO. 943059		
(Always obtain signature of addressee or agent)		
I have received the article described above. SIGNATURE <input type="checkbox"/> Addressee <input type="checkbox"/> Authorized agent Jeffrey N. Watanabe		
4. DATE OF DELIVERY MAY 25 1978	POSTMARK	
5. ADDRESS (Complete only if requested)		
6. UNABLE TO DELIVER BECAUSE:		CLERK'S INITIALS

162181201

In the Matter of)
) MUR 420 (77)
Congressman Cecil Heftel)

CONCILIATION AGREEMENT

This matter was initiated on the basis of notarized complaints filed with the Federal Election Commission. An investigation has been conducted, and the Commission has found reasonable cause to believe that the Friends for Cecil Heftel Committee, violated Section 441b of the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. §431 et seq. Now, therefore, the Federal Election Commission and the Friends for Cecil Heftel, having duly entered into conciliation as provided for in 2 U.S.C. §437g(a)(5), do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the parties and subject matter of this proceeding.

II. That the Friends for Cecil Heftel Committee has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts of this matter are as follows:

A. Cecil Heftel was and is, at all times relevant hereto, Chairman of the Board of Heftel Broadcasting Company, a corporation which owns the license for radio station KGMB, and through a wholly owned subsidiary, owned the license for television station KGMB, both in Honolulu, Hawaii.

B. During 1976, Cecil Heftel was a candidate for Congress from Hawaii.

- C. Radio station KGMB leased office space at 1599 Kapiolani Boulevard in Honolulu.
- D. On or about April or May, 1976, the accounting department of station KGMB vacated the space it occupied at 1599 Kapiolani Boulevard.
- E. On May 20, 1976, the Friends for Cecil Heftel (hereinafter the Committee) registered with the Commission as the principal campaign committee for the election of Cecil Heftel, listing 1599 Kapiolani Boulevard as their address and occupying space in that building leased to radio station KGMB.
- F. The Committee paid no rent to KGMB nor reported to the Commission any expenditure for rent for the space it occupied at 1599 Kapiolani Boulevard.
- G. On or about July 16, 1976, the Committee moved their office from 1599 Kapiolani Boulevard to 851 Cooke Street, Honolulu, utilizing station KGMB-TV employees and a vehicle to effectuate this move.
- H. On or about November 3, 1976, the Committee moved office equipment, furniture and records from 851 Cooke Street to 1599 Kapiolani Boulevard, utilizing station KGMB-TV employees and a vehicle to effectuate this move.

I. On February 28, 1977, the Committee reported to the Commission an expenditure of \$275.50 to station KGMB for moving expenses, which was approximately \$1,750 below the normal and usual charges for moving.

J. Some of the office furniture moved and used by the Committee during the 1976 campaign was owned by station KGMB and the Committee paid no rent for the use of this furniture.

IV. That the Federal Election Campaign Act of 1971, as amended (Act), prohibits corporations from making, or candidates or political committees from accepting, contributions or expenditures in connection with any Federal election.

V. The failure of the Committee to pay KGMB radio for the use of office space leased to the station, constitutes its receipt of an in-kind contribution in violation of 2 U.S.C. §441b.

VI. The failure of the Committee to pay KGMB the normal and usual charge for moving expenses constitutes its receipt of an in-kind contribution in violation of 2 U.S.C. §441b.

VII. The failure of the Committee to pay KGMB for the use of its office furniture constitutes its receipt of an in-kind contribution in violation of 2 U.S.C. §441b.

VIII. That the Committee will pay to the Treasury of the United States a civil penalty in the amount of two thousand five hundred dollars (\$2,500) pursuant to 2 U.S.C. §437g(a)(6)(B).

IX. Should Cecil Heftel again become a candidate subject to the Act, the Committee or its successor shall not accept any contributions or expenditures from any corporation in violation of the Act.

X. This conciliation agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matters set forth in the agreement.

GENERAL CONDITIONS

XI. The Commission, on request of anyone filing a complaint under 2 U.S.C. §437g(a)(1) concerning the matters at issue in this Agreement 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.

XII. It is mutually agreed that this agreement shall become effective as of the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

XIII. It is agreed that the Committee shall have no more than thirty (30) days from the date this Agreement becomes effective to comply and implement the requirements contained in this Agreement and to so notify the Commission.

XX. This Agreement is executed in full satisfaction of all issues raised in this compliance action.

Date

William C. Oldaker
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Date

Jeffrey Watanabe, Esquire
Assistant Treasurer
Friends for Cecil Heftel

620329

In the Matter of)
) MUR 420 (77)
Congressman Cecil Heftel)

CONCILIATION AGREEMENT

This matter was initiated on the basis of notarized complaints filed with the Federal Election Commission. An investigation has been conducted, and the Commission has found reasonable cause to believe that the Heftel Broadcasting Company, Inc. violated Section 441b of the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. §431 et seq. Now, therefore, the Federal Election Commission and the Heftel Broadcasting Company, Inc. (hereinafter the Corporation), having duly entered into conciliation as provided for in 2 U.S.C. §437g(a)(5), do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the parties and subject matter of this proceeding.

II. That the Heftel Broadcasting Company, Inc. has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts of this matter are as follows:

A. Cecil Heftel was and is, at all times relevant hereto, Chairman of the Board of Heftel Broadcasting Company, a corporation which owns the license for radio station KGMB, and through a wholly owned subsidiary, owned the license for television station KGMB, both in Honolulu, Hawaii.

B. During 1976, Cecil Heftel was a candidate for Congress from Hawaii.

- C. Radio station KGMB leased office space at 1599 Kapiolani Boulevard in Honolulu.
- D. On or about April or May, 1976, the accounting department of station KGMB vacated the space it occupied at 1599 Kapiolani Boulevard.
- E. On May 20, 1976, the Friends for Cecil Heftel (hereinafter the Committee) registered with the Commission as the principal campaign committee for the election of Cecil Heftel, listing 1599 Kapiolani Boulevard as their address and occupying space in that building leased to radio station KGMB.
- F. The Corporation charged no rent to the Committee for the period it occupied the office space at 1599 Kapiolani Boulevard.
- G. On or about July 16, 1976, Corporation employees and a vehicle were used by the Committee to move the Committee's office from 1599 Kapiolani Boulevard to 851 Cooke Street, Honolulu.
- H. On or about November 3, 1976, Corporation employees and a vehicle were used by the Committee to move Committee office equipment, furniture and records from 851 Cooke Street to 1599 Kapiolani Boulevard.
- I. On February 28, 1977, station KGMB-TV billed the Committee for \$275.50 in moving expenses, an amount which was approximately \$1,750 below the normal and usual charges for moving.

J. Some of the office furniture moved and used by the Committee during the 1976 campaign was owned by station KGMB. The station did not bill the Committee for use of this furniture.

IV. That the Federal Election Campaign Act of 1971, as amended (Act), prohibits corporations from making, or candidates or political committees from accepting, contributions or expenditures in connection with any Federal election.

V. The failure of the Corporation to charge the Committee for the use of office space leased to station KGMB constitutes an in-kind contribution by the Corporation, in violation of 2 U.S.C. §441b.

VI. The failure of the Corporation to charge the Committee the normal and usual charge for moving expenses constitutes an in-kind contribution by the Corporation, in violation of 2 U.S.C. §441b.

VII. The failure of the Corporation to charge the Committee for the use of its office furniture constitutes an in-kind contribution by the Corporation, in violation of 2 U.S.C. §441b.

VIII. That the Corporation will pay to the Treasury of the United States a civil penalty in the amount of two thousand five hundred dollars (\$2,500) pursuant to 2 U.S.C. §437g(a)(6)(B).

IX. Should the Corporation ever allow its goods, facilities, equipment, supplies, personnel or services to be used by a Federal candidate or committee, it shall not do so without charging for such usage in compliance with the Act.

X. This conciliation agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matters set forth in the agreement.

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GENERAL CONDITIONS

XI. The Commission, on request of anyone filing a complaint under 2 U.S.C. §437g(a)(1) concerning the matters at issue in this Agreement 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.

XII. It is mutually agreed that this agreement shall become effective as of the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

XIII. It is agreed that the Corporation shall have no more than thirty (30) days from the date this Agreement becomes effective to comply and implement the requirements contained in this Agreement and to so notify the Commission.

XX. This Agreement is executed in full satisfaction of all issues raised in this compliance action.

Date

William C. Oldaker
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Date

Cecil L. Heftel
Chairman of the Board
Heftel Broadcasting Company, Inc.

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
Congressman Cecil L. Heftel)

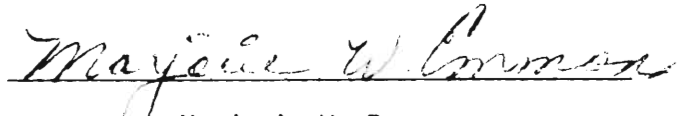
MUR 420 (77)

CERTIFICATION

I, Marjorie W. Emmons, Secretary to the Federal Election Commission, do hereby certify that on March 9, 1978, at an Executive Session of the Federal Election Commission at which a quorum was present, the Commission determined by a vote of 4-0 to adopt the recommendations of the General Counsel to take the following actions in the above-captioned matter:

1. Find reasonable cause to believe that the Heftel Broadcasting Company and the Friends for Cecil Heftel violated 2 U.S.C. Section 441b.
2. Authorize the sending of the draft letter and proposed conciliation agreements attached to the FEC General Counsel's report signed February 28, 1978.

Voting for this determination were Commissioners Harris, Staebler, Thomson, and Tiernan. Commissioners Aikens and Springer were not present at the time of the vote.


Marjorie W. Emmons
Secretary to the Commission

Date March 10, 1978

March 1, 1978

MEMORANDUM TO: Marge Emmons
FROM: Elissa T. Garr
SUBJECT: MUR 420 Team #2 Prince

Please have the attached General Counsel's Report on MUR 420 distributed to the Commission and placed on the Compliance Agenda for the Commission meeting of March 9, 1978.

Thank you.

78040082300

BEFORE THE FEDERAL ELECTION COMMISSION
February 27, 1978

In the Matter of)
) MUR 420 (77)
Congressman Cecil L. Heftel)

GENERAL COUNSEL'S REPORT

I. BACKGROUND:

This matter was initiated on the basis of complaints filed by Paul Alfred Pratte which alleged that during the 1976 Congressional Campaign, candidate Cecil L. Heftel utilized his control over the Heftel Broadcasting Corporation ("Corporation") and provided illegal corporate in-kind contributions to his campaign committee, The Friends for Cecil Heftel ("Committee").

On October 12, 1977, the Commission found reason to believe that the Corporation and the Committee violated 2 U.S.C. §441b.

II. IDENTIFICATION OF THE PRINCIPALS:

Our notice letter was sent to Congressman Heftel, who advised us he would be represented by attorney Jeffrey N. Watanabe in Honolulu. Mr. Watanabe was also the Assistant Treasurer of the Committee and he either responded to our questions himself or assembled the other statements and documents that were submitted in support of respondents' position.

During the period in question, Mr. Heftel was both a candidate for Congress and President and Director of stations KGMB television and radio in Honolulu. The television station

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was licensed to Heftel Broadcasting Honolulu, Inc., a wholly owned subsidiary of Heftel Broadcasting Corporation.^{1/}

Mr. Heftel was Chairman of the Board of the Corporation.

Our investigation consisted of a series of written questions and follow-up questions to respondents. Based on the information developed, we can divide the evidence into those allegations which have merit and those which could not be substantiated.

III. ALLEGATIONS WHICH HAVE MERIT:
USE OF CORPORATE EMPLOYEES, EQUIPMENT AND FACILITIES
FOR THE CAMPAIGN

The complainant alleged that KGMB-TV employees were used to move the Committee's campaign headquarters on two occasions. Respondents admitted that this had occurred, and in connection with our investigation of these moves, we learned that the Committee had occupied corporate office space for a period of time, apparently rent free.

When the Committee registered with the Commission on May 20, 1976, it listed its address as 1599 Kapiolani Boulevard. Our research revealed that KGMB radio leased office space at this location. When we pointed this out to the respondents, they admitted that a "portion of ... that space ... was going to be used as headquarters for the Heftel campaign." They also submitted a letter from the Corporation's Comptroller, Efraim Andrews, who stated that the accounting department of the corporation had vacated the space it occupied in this building

^{1/} However on January 27, 1977 the FCC approved the assignment of the KGMB-TV license to Lee Enterprises, Inc.

prior to April or May, 1976. 2/ The Committee occupied space in this building until June or July, 1976 and respondents stated that "... while the 1599 Kapiolani office space would have been both inexpensive and convenient, a decision was made not to use that space in light of the association that space had with a Heftel Company." It does not appear that the Committee paid any rent to the Corporation for the time it did use the space.3/

On June 18, 1976, the Committee changed its address in its statement of organization from 1599 Kapiolani Boulevard to 851 Cooke Street, and respondents admitted that on or about July 16, 1976, KGMB-TV employees moved the campaign headquarters to this new location. Respondents also admitted that the second move by station employees was made on or about November 3, 1976, to return campaign office equipment and records from the Cooke Street location to the Kapiolani Boulevard location. A van owned by the station was used in both moves.

On February 28, 1977, seven months after the first move, the Committee reported to the Commission an expenditure of \$275.50 to KGMB-TV for moving expenses. 4/ The figure of \$275.50

2/ No reason was given for this move.

3/ The only expenditure reported by the Committee to KGMB for rent was \$100, and that was on December 28, 1976, six months after the Committee had vacated the space in question.

4/ Based on complainant's statement to us, it appears that this billing and reporting to the Commission resulted from an inquiry he instituted with the Honolulu Media Council. Complainant stated that his charges were first responded to on February 15, 1977 by an officer of the corporation, Robert Sevey, who stated that Heftel owns the company and has the right to use its services. The billing and reporting of the moves came 13 days later. In connection with our investigation, respondents stated that the "billing was prepared in a good faith effort to avoid any possible discrepancy in a campaign with total expenditures exceeding \$500,000."

was arrived at by charging the Committee \$4.75 per hour for 58 man hours. The respondents submitted the names of the five employees and their hourly wage rates at the station.^{5/} We advised respondents that the uniform commercial moving rate in Honolulu was \$35.25 per hour for two men and a van and asked them to comment on the apparent discrepancy. (If this rate had been charged, the Committee would have paid \$1,769 more than it did.) Their response was that the use of station employees and a van could not be compared to commercial movers.

We also believe that the evidence indicates that the Committee, at both the Kapiolani Boulevard and Cooke Street locations, used KGMB office furniture without reimbursing the corporation. First, the comptroller whose accounting department had vacated the Kapiolani Boulevard space advised that some used furniture had been left. While the Committee did rent furniture from furniture rental companies, they also had materials moved back from the Cooke Street to the Kapiolani Boulevard location after the campaign. And when the accounting department returned to this space in April, 1977, their furniture was still there.^{6/} Finally, while there is some dispute over the identity of the furniture, campaign officials did not deny that such furniture was used. (One official denied only that the Committee used KGMB office equipment.)

^{5/} In this connection, it appeared that the \$4.75 per hour determined by the Committee as the basic rate for the moves is .51¢ less than the average rate earned by these employees at the station. No explanation was offered for this discrepancy.

^{6/} No explanation was offered by the corporation's comptroller as to why the accounting department was moved back into the Kapiolani Boulevard space.

IV. UNSUBSTANTIATED ALLEGATIONS:

A. Campaign Workers on the Corporate Payroll

The complainant alleged that several named employees of the corporation worked for the Committee while still on the corporation's payroll. Respondent denied this occurred and provided us information which detailed the activities of these individuals during the campaign. It appeared that each of these individuals performed as campaign volunteers during their non-working hours, or else went off the corporate payroll wholly or in part when their campaign work conflicted with their corporate duties. Pay records submitted by the respondents substantiate this, and they correspond with the reports which had been submitted by the Committee to the Commission showing that two of these individuals were paid campaign workers for a period of time.^{7/}

B. Corporate Equipment Used At Political Fundraiser

The complainant alleged that a video tape machine owned by the Corporation was used at a political fundraiser at the University of Hawaii without an expenditure being reported to the Commission. Respondents denied that this occurred. They stated that the Committee obtained a video tape machine and a

^{7/} There remains a question about one such individual, a Richard Cramer who was employed by the corporation as a general sales manager prior to and during the campaign. Mr. Watanabe said that to the best of anyone's recollection, Mr. Cramer did campaign work only during his free time but that Cramer could not be located to verify this. However, in a statement of ownership filed by the corporation with the FCC, Richard Cramer was indicated to have been elected vice president on July 14, 1977. No further explanation was provided by respondents.

television monitor from Electronic Systems, Inc., a Honolulu based company, and produced an invoice from this company billed to the Committee. These machines were used to replay Heftel's political advertisements at a rally at the University of Hawaii campus in mid-September, 1976.

C. Corporate Charge Account Used to Purchase Gasoline For Campaign

The complainant alleged that the corporation's charge account at a local service station was used by campaign workers to purchase gasoline for campaign purposes. Respondents denied that this occurred but stated that the Committee maintained a charge account at the same service station where the corporation maintained an account. They said the accounts were separate and produced records of charges at this station billed to the committee. The receipt slips submitted by respondents all had the committee's name or "Ed Wong Special" (a committee worker) written on them.^{8/} The committee had also reported an expenditure of \$2,438.94 to the service station for gasoline.

D. Campaign Worker Provided Free Housing

The complainant alleged that a campaign worker was provided free housing in an apartment owned by Congressman Heftel without an in-kind contribution being reported to the Commission. The respondent submitted that the worker in question was offered

^{8/} All the receipts submitted by respondents were on Union Oil gasoline charge slips for the same station, and all had the purchasers' names written on rather than imprinted through use of a credit card. This is consistent with respondent's answers that the charges were paid directly to the service station.

a place to stay in Honolulu on the basis of a relationship which the worker had with Congressman Heftel's daughter, Susan. The campaign worker had previously stayed with the Heftel family during a summer vacation prior to the 1976 campaign. This type of activity on the part of a candidate is not proscribed by the Act or the Commission rules and regulations.

IV. LEGAL ANALYSIS:

Section 441b of the Act makes it unlawful for any corporation to make an expenditure or contribution in connection with a Federal election, or for any person to knowingly accept or receive any such contribution.

Under section 100.4(a)(1) of the Commission's regulations, a contribution includes "anything of value", and under subsection (1)(iii)(A) of this regulation, "anything of value" includes "...goods, facilities, equipment, supplies, personnel, ... services ... or other in-kind contributions provided without charge or at a charge which is below the usual and normal charge for the items."

The use by the Heftel Committee of corporate office space, furniture, and employees and a vehicle to move campaign headquarters, constitutes illegal contributions by the corporation and to the committee in violation of §441b.

Furthermore, §114.9(a) and (d) of the Commission's regulations, when applied to the facts of this matter, does not operate to except these contributions from the prohibited category. First, while Mr. Watanabe stated that the campaign workers at 1599

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Kapiolani Boulevard were "volunteers," the amount of time they occupied the space-and the inference that a corporate office was displaced to make way for them-indicates that such usage of corporate facilities was more than merely "occasional, isolated, or incidental." 9/ Second, the fact that the Committee reported some costs for the moves does not serve to cure this violation. The charge was below the "normal and usual charge" and the charge was not reimbursed "within a commercially reasonable time."

The regulations were published in August, 1976, at a time when the Committee had not yet effectuated its move back to the Kapiolani Boulevard office. (It was only months after this that the Committee reported any costs in connection with the move.) Although the Committee's use of corporate office space and the first move came before the regulations were published, these in-kind contributions were still prohibited by the Act itself. Findings that the Committee and the Corporation violated the Act with regard to all the in-kind contributions discussed here is consistent with the law and Commission policy. Such findings should include proposed fines of \$2,500 each as to the Committee and the Corporation, the approximate value of the contributions.

9/ There is, furthermore, no firm indication of whether these volunteers were stockholders or employees of the corporation. Even if they were, they would have been required to reimburse the corporation for use of its facilities that was more than "occasional, isolated or incidental."

RECOMMENDATION:

We recommend a finding of reasonable cause to believe that the Heftel Broadcasting Company and the Friends for Cecil Heftel violated 2 U.S.C. §441b; authorize the sending of the attached letter and proposed conciliation agreements.

2/28 / 18

Date

William C. Oldaker

William C. Oldaker
General Counsel



FEDERAL ELECTION COMMISSION

1325 K STREET NW.

Jeffrey N. Watanabe, Esquire
Suite 814
Hawaii Building
745 Fort Street
Honolulu, Hawaii 96813

Re: MUR 420 (77)

Dear Mr. Watanabe:

This is to inform you that on March , 1978, the Commission found reasonable cause to believe that the Friends for Cecil Heftel Committee (Committee) and the Heftel Broadcasting Corporation (Corporation) violated section 441b of the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. §431, et seq.

The Commission concluded that the Committee's use of office space leased to the Corporation without an expenditure being reported, constitutes an in-kind corporate contribution in violation of 2 U.S.C. §441b. In addition, the use of the Corporation's employees and van to move the Committee at a cost which was below the normal and usual rate charged and which was not reimbursed within a commercially reasonable time, and the use of furniture owned by the Corporation during the campaign, also constitutes violations of 2 U.S.C. §441b.

The Commission has the duty to correct such violation for a period of thirty days by informal methods of conference, conciliation and persuasion, and must attempt to enter into a conciliation agreement. Proposed conciliation agreements for the Committee and the Corporation are enclosed. If we are unable to reach an agreement during the thirty day period, 2 U.S.C. §437g(a)(5)(B) provides that the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute a civil law suit.



- 2 -

Should you decide to enter into these agreements, please sign the documents and return them to this office. You will note that the proposed agreements provide for civil penalties of \$2,500 each. Checks in that amount, made payable to the Treasury of the United States, are due within thirty days of the agreements' effective date.

If you have any questions please contact Leland Prince, the staff member assigned to the matter, at 202-523-4026.

Sincerely yours,

William C. Oldaker
General Counsel



FEDERAL ELECTION COMMISSION

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

February 2, 1978

Jeffrey N. Watanabe, Esquire
Suite 814, Hawaii Building
745 Fort Street
Honolulu, Hawaii 96813

Dear Mr. Watanabe:

This is to acknowledge receipt of your letter dated January 20, 1978. In your letter you requested information concerning the method of handling a \$2,000 credit with a leasing company which became apparent after the Friends of Cecil Heftel had filed a termination report with the Commission.

We have enclosed two advisory opinions, AO 1977-29 and AO 1977-24, which could possibly provide answers to your question. If you feel the enclosed advisory opinions do not adequately answer your question, you may request in writing, an advisory opinion concerning the application of the Federal Election Campaign Act, or any of the Commission's rules and regulations to a specific factual situation that involves Congressman Heftel or the Friends of Cecil Heftel. In this regard you should refer to 11 CFR Part 112. (copy enclosed)

If you have any questions do not hesitate to write or call Bradley Litchfield at 202/523-4039 the Assistant General Counsel for advisory opinions.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "William C. Oldaker".

William C. Oldaker
General Counsel

Enclosures



2000 25 26

KOBAYASHI, KOSHIBA & WATANABE

ATTORNEYS AT LAW

HAWAII BUILDING, SUITE 814

745 FORT STREET

HONOLULU, HAWAII 96813

TELEPHONE 524-5700

HERBERT T. KOBAYASHI, JR.
JAMES E. T. KOSHIBA
JEFFREY N. WATANABE
KEITHETH Y. SUGITA
JAMES KAWASHIMA
CLYDE WM. MATSUI
ALAN M. GODA
EDWARD GLAS JING
JAMES A. KAWACHIKA
HERBERT T. KATO

January 27, 1978

Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Attention: William C. Oldaker, Esq.
General Counsel

RE: MUR 420 (77)

Gentlemen:

By communication dated January 20, 1978, information and comments responding to the Commission's inquiry of December 30, 1977 were submitted. The January 20 response partially answered the inquiry made regarding the movement and ownership of certain office equipment between 1599 Kapiolani Boulevard and 851 Cooke Street, Honolulu, Hawaii.

Attached please find the best response which can be provided given the passage of time since mid-summer of 1976.

We hope that the information provided is of assistance in bringing this matter to a close.

Very truly yours,


JEFFREY N. WATANABE

JNW:gcs

Enclosures

cc: Leland Prince, Esq.
Cec Heftel

Question No. 1

Some background behind the 1599 Kapiolani Boulevard address may be useful at the outset. An area on the second floor of a two-story office building at that address in question was under lease to Heftel Broadcasting Corporation. In April or May of 1976, a portion of the back area of that space became vacant and was going to be used as the headquarters for the Heftel campaign. At that point in time, with the exception of a loosely organized group of volunteers trying to help as much as was possible under those conditions, there was no campaign organization to speak of.

While the 1599 Kapiolani office space would have been both inexpensive and convenient, a decision was made not to use that space in light of the association that space had with a Heftel company. Instead, much more expensive space (\$1,500.00 per month) was leased by the Heftel committee at 851 Cooke Street (see Committee's reports to the Commission).

Attempts to piece together the memories of various individuals has been difficult and inconclusive. Specifically regarding the movement of office equipment from 1599 Kapiolani to 851 Cooke Street, it would appear that such a move was made pursuant to the Committee's response of November 17, 1977 to the Commission. While the exact identity and description of the office equipment is vague and uncertain,

it appears that the office equipment involved four or five metal sided desks along with two filing cabinets. Interviews with personnel involved in the move indicate no knowledge regarding the ownership or origin of the furniture in question.

A review of the Heftel Committee reports to the Commission reveal that the Committee leased office furniture, including a number of desks and filing cabinets, from a variety of sources during the course of the campaign:

Wholesale Office Furniture	\$ 178.88
	300.00
	<u>274.97</u>
	\$ 753.85
McCallister Furniture	\$ 313.72
Wil's Furniture Center	<u>\$ 56.16</u>
TOTAL -	<u>\$1,123.73</u>

*See Committee's General Election
Report dated 12-2-76

The data set forth above does not include the amounts paid for office equipment such as typewriters, copy machines, etc.

One can only speculate as to whether the furniture moved was rented, owned by KGMB or donated. A search through the Committee's reports do not show any reference to donated equipment. However, it is not inconceivable that in the early days of the campaign, a donation of that nature might have been made.

It is Mr. Edwin Wong's best recollection that no office furniture belonging to a Heftel company was used at the campaign headquarters at 851 Cooke Street (see affidavit dated January 20, 1978). Interviews with individuals occupying the space at 1599 Kapiolani prior to its being vacated did indicate that they may have left one or two desks and chairs in the empty space. They did not know of any use of that furniture by any party following their departure. Attached is a letter from Mr. Efrain Andrews who was in charge of the accounting department at the time the space was vacated.

Conclusion

A series of allegations have been made by Mr. Alfred Pratte. These allegations appear to have resulted from incomplete information Mr. Pratte most likely obtained from someone working within the Heftel campaign at the time who had access to inaccurate or incomplete information and who passed that information on to Mr. Pratte to be used in a manner which attempts to discredit Congressman Heftel.

Mr. Pratte made allegations regarding the illegal use of station programming facilities, station personnel for the movement of furniture, improper campaign activities of Ms. Tyers, Ms. Tanabe, Messrs. Wong and Cramer. Additionally, Mr. Pratte made allegations concerning the improper use of certain video equipment at the University of Hawaii and

finally, he added charges claiming the illegal use of gas charge accounts and "free housing" given to a Heftel family friend.

It has been a difficult task in trying to clear up the allegations made. Reconstructing transactions occurring over a year ago in the heat of a congressional campaign has been a tedious task. In each allegation raised by Mr. Pratte, the Committee has been fortunate enough to have reconstructed records or have pieced together memories to give the Commission a logical explanation.

A review of those allegations raised by Mr. Pratte and how they have been answered may assist in placing this entire matter in the proper perspective.

<u>Allegation</u>	<u>Fact</u>
1. That KGMB employees illegally moved campaign furniture.	1. KGMB employee time was charged to the campaign committee.
2. That Ms. Tyers, Ms. Tanabe and Messrs. Cramer and Wong were used on the campaign as Heftel employees.	2. Ms. Tyers and Ms. Tanabe were paid by the campaign committee for time spent working on the campaign. Mr. Wong took a leave of absence from KGMB and Mr. Cramer worked on his free time.
3. KGMB video equipment was illegally used at the University of Hawaii for two days.	3. The campaign committee rented the video equipment from a video equipment supplier in Honolulu for use at the University.

<u>Allegation</u>	<u>Fact</u>
4. KGMB's gasoline charge account at Mike's Union 76 was used illegally by the campaign committee.	4. The campaign committee paid Mike's Union 76 \$2,438.94 in gasoline charges.
5. Mr. Richard Blay was illegally housed in a Heftel owned apartment during the campaign.	5. Mr. Blay was a close friend of the Heftel family and was accommodated by the Heftels as are many of the Heftel children's friends.

In the case of the ownership of certain furniture moved to 851 Cooke Street, there is no conclusive information which can prove that furniture was not owned by KGMB. However, the affidavit of Mr. Wong is a consideration as is the letter from Mr. Andrews. Frankly, no one interviewed knew the origin of that furniture.

It would obviously have been simple to have charged a rental fee for the furniture in question, assuming that it did belong to KGMB. The few hundred dollars involved would have been minimal. However, no such charge was made because no one was aware of any use by the campaign of the furniture in question if it did, in fact, occur.

It is significant to note in this regard that even \$13.00 in postage was charged by KGMB against the Committee (see Committee's report dated 3-31-77).

In conclusion, a good faith attempt has been made to answer the multitude of allegations made by Mr. Pratte. It is hoped that these explanations assist the Commission in its investigation.

January 27, 1978

Friends of Cec Heftel
P. O. Box 23020
Honolulu, Hawaii 96822

Gentlemen:

During the time periods discussed herein, I was and still am employed as the Controller for Heftel Broadcasting Corporation.

Prior to April or May of 1976, the accounting department of Heftel Broadcasting Corporation was housed in the off street end of the second floor of a building located at 1599 Kapiolani Boulevard.

In April or May, 1976, the accounting department, which is under my supervision, vacated its space and relocated in another building. It is my best recollection that we may have left two or three pieces of used furniture in that space including one or two desks. It is unlikely, in light of our record storage requirements at that time, that any file cabinets were left.

When the accounting department was again assigned the second floor space at 1599 Kapiolani Boulevard in April of 1977, the few pieces of furniture left were still there.

Very truly yours,



Efrain Andrews

gcs

AIR MAIL

KOBAYASHI, KOSHIBA & WATANABE
ATTORNEYS AT LAW
HAWAII BUILDING, SUITE 404
745 FORT STREET
HONOLULU, HAWAII 96813

Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

ATTN: William C. Oldaker, Esq.

CERTIFIED

No. 461332

MAIL

RETURN RECEIPT REQUESTED

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FEDERAL ELECTION COMMISSION

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

January 27, 1978

Mr. Paul Alfred Pratte
1965 Halekoa Drive
Honolulu, Hawaii 96821

Re: MUR 420 (77)

Dear Mr. Pratte:

This acknowledges receipt of your letter dated January 18, 1978. As our staff member, Mr. Prince, indicated in his phone conversation with you on January 18th, the Commission is not permitted to make public any investigation of possible violations of the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. §431 et seq., without the written consent of the person being investigated (see 2 U.S.C. §437g(a)(3)(B)).

However, we will notify you as soon as some final determination is made by the Commission in this matter.

Sincerely yours,

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

William C. Oldaker
General Counsel



RECEIVED
FEDERAL ELECTION
COMMISSION

ACC 2519
[Handwritten signature]

KOBAYASHI, KOSHIBA & WATANABE

ATTORNEYS AT LAW
HAWAII BUILDING, SUITE 810

745 FORT STREET

HONOLULU, HAWAII 96813

TELEPHONE 524-5700

BERNARD T. KOBAYASHI, JR.
JAMES E. T. KOSHIBA
JEFFREY N. WATANABE
KENNETH Y. SUGITA
JAMES K. KAWASHIMA
CLYDE WM. MATSUI
ALAN M. GODA
J. DOUGLAS ING
JAMES A. KAWACHIKA
BERNARD T. KATO

JAN 25 PM 1:53

January 20, 1978

Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Attention: William C. Oldaker, Esq.
General Counsel

RE: MUR 420 (77)

Gentlemen:

Pursuant to your request by your letter of December 30, 1977, attached please find the information requested. We have attempted to provide as much reliable and pertinent information as could be gathered within the given time constraints.

Pursuant to a telephone conversation with Mr. Lester Scall of your office, we indicated that the Committee had uncovered a \$2,000 credit in an account with an equipment leasing company. This deposit was apparently overlooked when the termination report was submitted to the Commission. We understand that there may be a procedure through which an advisory opinion could be obtained which would clarify this matter. Please consider this to be a request that information regarding this procedure be forwarded to the undersigned.

Thank you very much for your assistance in this matter.

Very truly yours,

[Handwritten signature of Jeffrey N. Watanabe]

JEFFREY N. WATANABE

JNW:gcs
Enclosures
cc: Leland Prince, Esq.
Cec Heftel

Question No. 1

We are still in the process of trying to gather part of the information requested. The passage of time makes the retrieval of accurate information very difficult to obtain. Additional available information will be forwarded to the Commission as soon as possible. However, information from the affidavit of Mr. Edwin Wong indicates that he knew of no office equipment owned by KGMB used at 851 Cooke Street.

Question No. 2

Information received from Mr. Weiner's attached letter indicates that the 1959 Ford van used in the moves was owned by KGMB-TV.

Question No. 3

The regular wage rates and job titles of the individuals who were involved in the moves are as follows (see letter from Mr. Weiner):

<u>Employee</u>	<u>Title</u>	<u>Hourly Wage Rate</u>
1. Jose Uson	Maintenance Manager	\$7.06/7.64
2. Agapito Corpuz	Maintenance/Utility Man	\$5.25
3. Avelino Almogela	Maintenance/Utility Man	\$5.25
4. Ward Bray	Maintenance/Utility Man	\$4.75
5. Jeff Deponte	Maintenance/Utility Man	\$4.00

Note: Based on the information at hand, Mr. Deponte was also involved in the move. Due to an oversight, his name was not included in the original response. Also, Mr. Uson initially supervised but did not participate in the actual moving.

In response to the Commission's findings that the going rate for commercial movers in Honolulu is \$35.25 per hour for two (2) men and one van, the following is submitted for your consideration:

1. Clearly, it would appear that no attempt was made by KGMB to charge the campaign committee a fee comparable to commercial moving rates;

2. Unlike commercial movers possessing special equipment, trained packing and moving personnel, special insurance, etc. providing such services in the normal course of business, the services of maintenance personnel and a 17-year old van were utilized in this case. It is submitted that the two situations are not comparable;

3. The context within which the original \$275.50 bill was prepared may also be relevant. That billing was prepared in a good faith effort to avoid any possible discrepancy in a campaign with total expenditures exceeding \$500,000.00.

Question No. 4

The attached affidavit of Mr. Wong indicates that his part-time volunteer work on the campaign before and after his full-time work as an office manager for the campaign was conducted on his free time and did not interfere with his employment.

January 20, 1978


Friends of Cec Heftel. A Committee
Post Office Box 23020
Honolulu, Hawaii 96822

Gentlemen:

Pursuant to your request, I am providing the following information:

1. During the calendar year 1976, I was employed as the General Manager of television station KGMB-TV, then owned by Heftel Broadcasting - Honolulu, Inc. I am no longer employed by any Heftel company.

2. I have reviewed our employment records and provide the requested payroll information for the following employees:

<u>Employee</u>	<u>Title</u>	<u>Hourly Wage Rate</u>
Jose Uson	Maintenance Manager	\$7.06
(Note: Wage rate increased to \$7.64  before November, 1977.)		
Agapito Corpuz	Maintenance/Utility Man	\$5.25
Avelino Almogela	Maintenance/Utility Man	\$5.25
Ward Bray	Maintenance/Utility Man	\$4.75
Jeff Deponte	Maintenance/Utility Man	\$4.00

Attached are xerox copies of payroll records substantiating the above wage rates.

m/c/b

3/19/73 •
Hire Date

Note to Supervisor

Medical Insurance

Dental Insurance

4.40
Life Insurance

EF

[illegible]

COMPANY: ~~SECRET~~ 1137

DEPARTMENT: ~~SIS~~ 902

EMPLOYEE #: ~~813055~~ 902053

NAME: Corpus, Agapito C. Jr.

UNION
NON UNION

FULL TIME
PART TIME
TEMPORARY

5414

1325 No School St. #214
Marital Status/Exemptions

Don 9681⁷ 845-2336

5/4/4 576-76-5400

11/2/32

mgle / Filipino

5/9/74

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Note to Supervisor

Medical Insurance

Dental Insurance

1.18
Life Insurance

[illegible]

date m/3/3

11/12/73
Hire Date

2/10/44

Note to Supervisor

male Filipino

✓ HmsA
Medical Insurance

922 Factory St. #303

☒ Dental Insurance

Don 96815

841-4903

✓ 1.18
Life Insurance

EF

[illegible]

UNION	<input type="checkbox"/>
NON UNION	<input checked="" type="checkbox"/>
FULL TIME	<input checked="" type="checkbox"/>
PART TIME	<input type="checkbox"/>
TEMPORARY	<input type="checkbox"/>

8/1/75 FT
11/2/75 PT
Hire Date

Medical Insurance

Dental Insurance

-G/75 Hawn. 4/30/77
Life Insurance

[illegible]

7 2 3 1 0 1 3 2 3

STATE OF HAWAII)
 : SS.
CITY AND COUNTY OF HONOLULU)

EDWIN WONG, being duly sworn on oath, deposes and
says as follows:

1. That he is presently employed as Controller
for television station KGMB-TV.

2. That between August 20, 1976 and October 18, 1976, he was a full-time volunteer office manager for the Heftel campaign.

3. That from approximately mid-May of 1976 to August 20, 1976, he acted as a volunteer worker on the Heftel campaign spending approximately eight to ten hours per week in establishing trade accounts and arranging for disbursements. That this work was done on affiant's free time during the week and on weekends.

4. That following October 19, 1976, his work as a campaign volunteer was limited to assisting in those "clean up" activities which had commenced during his tenure as a full-time office manager and that this clean up work was done on his free time. To the best of recollection, he spent, at the most, two to three hours per week. After November 2, 1976, the free time spent was very minimal.

5. That during the time he acted as a part-time volunteer on the Heftel campaign, his activities did not hamper his ability to fulfill his employment obligations.

6. That he knows of no office equipment used by the Heftel campaign organization belonging to any Heftel-owned company.

7. That to the best of his recollection, sometime in February, 1977, he was asked by a person, the identity of whom he cannot recall, to prepare billings for any assistance provided by any Heftel company which may have been previously overlooked. That he prepared a bill for services for the moving of office equipment using a rate of \$4.75 per hour which he believed at that time to be the base rate of the employees utilized.

8. Further affiant sayeth naught.

DATED: Honolulu, Hawaii, January 20, 1978.

Edwin Wong

EDWIN WONG

Subscribed and sworn to before me
this 20th day of January, 1978

Mac Uchiyama

Notary Public, First Judicial
Circuit, State of Hawaii

My commission expires: 10/25/81

73 JAN 25 PM 1:52

AIR MAIL

J. N. Watanabe

KOBAYASHI, KOSHIBA & WATANABE
ATTORNEYS AT LAW
HAWAII BUILDING, SUITE 814
745 FORT STREET
HONOLULU, HAWAII 96813

Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

ATTN: William C. Oldaker, Esq.

CERTIFIED

No. 461330

MAIL

RETURN RECEIPT REQUESTED

RECEIVED
FEDERAL ELECTION
COMMISSION

73 JAN 25 PM 1:53

AIR MAIL

J. N. Watanabe

KOBAYASHI, KOSHIBA & WATANABE
ATTORNEYS AT LAW
HAWAII BUILDING, SUITE 114
745 FORT STREET
HONOLULU, HAWAII 96817

Leland Prince, Esq.
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

CERTIFIED

No. 461731

MAIL

RETURN RECEIPT REQUESTED



Telegram

1978 JAN 21 AM 3:38

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MF LESTER SCALL

FEDERAL ELECTION COMMISSION 1325 K STREET NW

WASHN DC

RE MUR420(77) PER OUR DISCUSSION HAVE MAILED RESPONSE ON
JANUARY 20

JEFF WATANABE

1325 MUR420(77) 20

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western union

Telegram

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FEDERAL ELECTION
COMMISSION

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January 18, 1978

Mr. William C. Oldaker
General Counsel
Federal Election Commission
1325 K Street NW
Washington, D.C. 20463

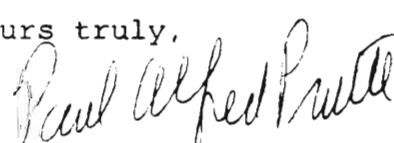
Re: HEFTEL BROADCASTING CORPORATION, AND HEFTEL BROADCASTING, INC. In kind corporate contributions to Congressional candidate Cecil Heftel (MUR 420 77)

Dear Mr. Oldaker:

The last communication I received from your office is dated October 21, 1977 in which you acknowledged receipt of my letter of September 13, 1977.

Since that date I have not heard whether the Federal Election Commission is taking action on my complaint. I would hope that the FEC is taking vigorous action on all citizens' complaints. I would appreciate hearing from you shortly since it has been many months since I first wrote.

Yours truly,



Paul Alfred Pratte
1965 Halekoa Drive
Honolulu, HI 96821

ALF PRATTE
1965 Halekoa Drive
Honolulu, Hawaii 96821

2 9 9 1 0 7 B 1 3

78 JAN 19 AM 11:50
Mr. William C. Oldaker
General Counsel
Federal Election Commission
1325 K Street N.W.
Washington, D.C. 20463



January 13, 1978

MEMORANDUM TO: Marge Emmons
FROM: Elissa T. Garr
SUBJECT: MUR 420 Team #2 Prince

Please have the attached Interim Investigation Report on MUR 420 distributed to the Commission and placed on the Compliance Agenda for the Commission meeting of January 18, 1978.

Thank you.

78040082341

3333333333

In the Matter of)
)
Cecil Heftel) MUR 420 (77)

INTERIM INVESTIGATION REPORT

On October 12, 1977 the Commission found reason to believe that Congressman Cecil Heftel, his campaign committee and station KGMB violated 2 U.S.C. §441b. This finding was based on the complainant's allegation that the Friends for Cecil Heftel Committee utilized KGMB vehicles and employees in a manner which constitutes an illegal corporate contribution. KGMB was owned by Congressman Heftel during the 1976 Congressional Election.

On November 21, 1977 the respondent submitted information and documentation in response to questions which we had asked him pertaining to this matter. Our initial analysis of these materials raised several additional questions which we submitted to the respondent in a letter dated December 30, 1977.


These questions were concerned with the fact that the office equipment used during the campaign was moved by KGMB employees and may have been owned by KGMB radio. In light of the fact that the committee had not reported an expenditure to the Commission for the use of such equipment, there may be an additional violation of the Act. While the Committee did report paying KGMB \$4.75 per hour for 58 hours in these moves,

our investigation revealed that the going commercial rate for movers in Honolulu was \$35.25 per hour for two movers and one van. The difference between the commercial rate (\$2,044.50) and the amount reported by the committee (\$275.50) indicates the possibility of a substantial illegal corporate contribution (\$1,769.00). We requested that the respondent submit his comments concerning this discrepancy in rates.

Our analysis of the respondent's initial response indicates the possibility that a campaign worker may have performed campaign work while also receiving his regular salary from KGMB, and we have asked additional questions in this regard as well.

Based on the date of receipt by respondent of these additional questions and a phone conversation with respondent's counsel, we expect answers by January 20, 1978.

1/11/78
DATE


WILLIAM C. OLDAKER
GENERAL COUNSEL



FEDERAL ELECTION COMMISSION

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

December 30, 1977

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Jeffrey N. Watanabe, Esquire
Suite 814, Hawaii Building
745 Fort Street
Honolulu, Hawaii

Re: MUR 420(77)

Dear Mr. Watanabe:

This is to inform you that our staff has completed an initial review of the information and documentation which you provided in response to the captioned matter. As a result of our review, several questions regarding this matter are posed:

1. We have noted that in your answer to question number two, you state that "on or about July 16, 1976, . . . KGMB employees moved office equipment from 1599 Kapiolani Boulevard to 851 Cooke Street, Honolulu, Hawaii." Our investigation has revealed that KGMB Radio is located at 1599 Kapiolani Boulevard. You also stated that on November 3, 1977, "KGMB-TV employees moved office equipment and records from 851 Cooke Street to 1599 Kapiolani Boulevard as well as returned rented campaign equipment." Thus, it appears that some of the office equipment which was moved may have been owned by KGMB. In this regard, please specify:

- (a) the type of office equipment moved;
- (b) whether it was owned by KGMB;
- (c) if so, for what amount was KGMB reimbursed; and,
- (d) whether an expenditure was reported to the Commission for the use of such equipment and what this expenditure was.



2. State whether the 1959 Ford van which was used in the moves was owned by Station KGMB.

3. What were the regular wage rates and job titles of the KGMB employees used in these moves. Please provide supporting documentation such as the pay records of the workers during the time of the moves. Our investigation has revealed that the going rate for commercial movers in Honolulu is \$35.25 per hour for two men and one van. In view of the amount which you reported to the Commission on March 17, 1977 (\$4.75 per hour for 58 hours), we would appreciate your comments on the differences in these rates.

4. Your answer to Question No. 4 states that on August 20, 1976, Mr. Edwin Wong took leave to become a full-time volunteer office manager for the Heftel campaign. "On October 19, 1976, Mr. Wong left his full-time volunteer work with the campaign and returned to his position at KGMB-TV." We have noted that the invoices which you provided from Seigle, Schiller, Rolfs and Wood, Inc., and directed to the attention of Mr. Ed Wong, are dated as early as May 31, 1976, and as late as December 31, 1976. Thus, it appears that Mr. Wong may have worked for the Heftel campaign prior to August 20, 1976, and after October 19, 1976. Please set out:

- (a) the kind, duration and hours of campaign work performed by Mr. Wong during this period (May 1976-August 20, 1976 and October 19, 1976, to December 31, 1976);
- (b) Mr. Wong's status with KGMB during the time he performed such work, i.e., was he taken off salary, put on special leave, or did he work during his free time. Please submit supporting documentation in this regard.

Please submit your response to these questions within 10 days of receipt of this letter. Where appropriate, please submit your answers under oath.

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 to have it made public. If you have any questions, please contact Mr. Leland Prince (202-523-4026), the staff member assigned to this matter.

Sincerely yours,

William C. Oldaker
General Counsel


Charles W. Steele
Associate General Counsel

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. <i>MR 420</i>		
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. S _____ (CONSULT POSTMASTER FOR FEES)		
2. ARTICLE ADDRESSED TO: <i>Jeffrey N. Watamke, Esq.</i>		
3. ARTICLE DESCRIPTION:	REGISTERED NO.	CERTIFIED NO.
	<i>943914</i>	INSURED NO.
(Always obtain signature of addressee or agent)		
I have received the article described above. SIGNATURE <input type="checkbox"/> Addressee <input type="checkbox"/> Authorized agent <i>William C. Oldaker</i>		
4. DATE OF DELIVERY <i>JAN 11 1978</i>	POSTMARK <i>JAN 11 1978</i>	
5. ADDRESS (Complete only if registered)		
6. UNABLE TO DELIVER BECAUSE:		CLERK'S INITIALS


December 7, 1977

MEMORANDUM TO: Marge Emmons
FROM: Elissa T. Garr
SUBJECT: MUR 420 Team #2 Prince

Please have the attached Interim Investigatory Report on MUR 420 distributed to the Commission and placed on the Compliance Agenda for the Commission meeting of December 15, 1977.

Thank you.

78040082347


WILLIAM C. OLDAKER
GENERAL COUNSEL

400 2126



western union

Telegram

LLC005 WAE001(0015)(1-000013G328)PD 11/24/77 0013

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LT

FEDERAL ELECTION COMMISSION

1325 K STR NW

WASHINGTONDC

ATTENTION LELAND PRINCE

RE MUR420(77) HAVE YOU RECEIVED RESPONSE YET IF NOT PLEASE NOTIFY
AND ADDITIONAL COPIES WILL BE FORWARDED ASAP STOP PLEASE CALL COLLECT

1977 NOV 24 AM 12:38

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(808)524-5700 REGARDS



Telegram

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G'CC 2079

KOBAYASHI, KOSHIBA & WATANABE

ATTORNEYS AT LAW

HAWAII BUILDING, SUITE 814

745 FORT STREET

HONOLULU, HAWAII 96813

TELEPHONE 524-5700

BERT T. KOBAYASHI, JR.
JAMES E. T. KOSHIBA
JEFFREY N. WATANABE
KENNETH Y. SUGITA
JAMES KAWASHIMA
CLYDE WM. MATSUI
ALAN M. GODA

77 NOV 21 AM 11:59

November 17, 1977

Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Attention: William C. Oldaker, Esq.
General Counsel

RE: MUR 420 (77)

Gentlemen:

Pursuant to your letter of October 21, 1977 and supplemental letter of November 4, 1977, attached please find the information requested. We have attempted to provide as much pertinent information as could be gathered within the given time constraints.

We hope that the attached documentation assists the Commission in clarifying what appear to be self-serving charges being brought by Mr. Pratte.

Congressman Heftel stands ready to further assist the Commission in any way he can.

Should any questions arise, please feel free to contact our office.

Very truly yours,

Jeffrey N. Watanabe
JEFFREY N. WATANABE

JNW:gcs

Enclosures

cc: Congressman Cec Heftel
Mr. Leland Prince

8 7 1 9 1 3 1 5

INFORMATION SUBMISSIONS TO THE
FEDERAL ELECTION COMMISSION
RE MUR 420 (77)

BACKGROUND

As a preface to the details provided in this information submission, it might be helpful to the Federal Election Commission ("Commission") and its staff if some background information was also provided. It is intended that this information afford the Commission and its staff a framework within which the data submitted can be placed.

Congressman Cec Heftel ("Heftel") began his campaign for the First Congressional District in the State of Hawaii during the summer of 1976. The First Congressional District encompasses certain areas of the island of Oahu and does not include any of the neighbor islands of our State.

Heftel's campaign platform, among other things, included a proposition that federally elected officials have their political campaigns publicly financed in order to eliminate the influence of special interest groups. Given this position, it was Heftel's stated intent not to seek substantial private funding for his campaign but to supply, if possible, his own funds. This proved to be an expensive proposition. Attached as Exhibit "A" is a newspaper article which appeared in the Honolulu Star-Bulletin on Tuesday, November 1, 1977 indicating that the Congressional Quarterly reported Heftel's personal contribution to his 1976 campaign to be \$507,000 of the total \$555,381 spent.

During the primary election held on October 2, 1976, Heftel faced a fellow Democrat, Dr. John Craven. In the general election, Honolulu attorney and former State Senator Fred Rohlfing was Heftel's opponent. During the course of

the campaign, Mr. Rohlfing consistently raised the issue of Heftel's ownership of television station KGMB-TV as giving Heftel an unfair advantage. Mr. Paul Alfred Pratte was a key member of Mr. Rohlfing's campaign staff.

As a result of commitments made by Heftel during the course of the campaign, television station KGMB-TV was sold to Lee Enterprises, Incorporated, an Iowa based broadcast and publishing conglomerate. That transaction closed during the first quarter of 1977.

It is with this background that the following information is provided.

Question No. 1: Please state the name, address and telephone number of your campaign committee official who supervised campaign arrangements with station KGMB.

We will assume, for purposes of fully answering Question No. 1 that "station KGMB" includes both KGMB television and radio stations then owned by Heftel or his family members.

Much of the day-to-day arrangements for ordering air time, spots, etc. were made on behalf of the Heftel campaign by the advertising firm of:

Seigle Schiller Rolfs & Wood, Inc.
Jack M. Seigle, President
Financial Plaza of the Pacific
Honolulu, Hawaii 96813
Area Code (808) 531-6211

The campaign official paying the invoices submitted by Seigle Schiller Rolfs & Wood, Inc. for television and radio arrangements was:

Mr. Edwin K. P. Wong
354 Puamamane Street
Honolulu, Hawaii 96821
Area Code (808) 373-1457

Mr. Wong acted as a volunteer office manager for the Heftel campaign.

Question No. 2: Please state the names, addresses and telephone numbers of KGMB employees, if any, who assisted in moving campaign material. In connection with such moves, please set out:

- (a) The dates the move(s) was made;
- (b) The length of time and distance(s) involved;
- (c) The vehicles and other equipment used.

On or about July 16, 1976, the following KGMB-TV employees moved office equipment from 1599 Kapiolani Boulevard to 851 Cooke Street, Honolulu, Hawaii:

<u>Name</u>	<u>Address</u>	<u>Telephone</u>
Jose Uson	94-402 Ululua Pl. Mililani Town, HI 96789	941-3011
Agapito Corpuz	1325 N. School St. Honolulu, HI 96817	941-3011
Avelino Almogela	92 Factory St., #303 Honolulu, HI 96819	941-3011
Ward Bray	2680A East Manoa Rd. Honolulu, HI 96822	941-3011

The total distance traveled was approximately 15 miles involving approximately 12 man hours and utilizing the following vehicle:

<u>Make</u>	<u>License No.</u>
1959 Ford van	523478

On or about November 3, 1977, the following KGMB-TV employees moved office equipment and records from 851 Cooke Street to 1599 Kapiolani Boulevard, Honolulu, as well as returned rented campaign equipment:

<u>Name</u>	<u>Address</u>	<u>Telephone</u>
Jose Uson	94-402 Ululua Pl. Mililani Town, HI 96789	941-3011
Agapito Corpuz	1325 N. School St. Honolulu, HI 96817	941-3011
Avelino Almogela	92 Factory St., #303 Honolulu, HI 96819	941-3011
Ward Bray	2680A East Manoa Rd. Honolulu, HI 96822	941-3011

The total distance traveled involved approximately 25 miles involving approximately 24 man hours and utilizing the following vehicle:

<u>Make</u>	<u>License No.</u>
1959 Ford van	523478

It should be pointed out that upon instruction from Heftel, a survey was made prior to February 28, 1977 of any activity on the part of KGMB-TV employees which may have benefited his candidacy with instructions that the cost of those activities be billed to his campaign organization. It is believed that as a result of that survey, an invoice was prepared by KGMB-TV dated February 28, 1977 for services involving the moves set forth above as well as other work conducted by KGMB-TV employees. A copy of the invoice is attached hereto as Exhibit "B". Payment for the amounts set forth in Exhibit "B" was reported in the Committee's March 17, 1977 submission to the Commission.

Question No. 3: Please state whether you, or your committee used KGMB equipment and personnel for purposes other than routine news coverage at the University of Hawaii or at any other location. If so, please set out:

- (a) The date(s) and time(s) of this use;
- (b) The amount of payment for the equipment and personnel and whether such expenditure(s) was reported;
- (c) If tapes were made of such activities, whether and when they were aired.

We assume that the Commission's questions relate to item 5 of Mr. Pratte's letter dated September 13, 1977 to Mr. William Oldaker which was attached to Mr. Oldaker's letter of October 21, 1977 to Heftel.

Mr. Pratte's inquiry refers to the alleged use, by Heftel's campaign organization of "Heftel Corporation video-

7 3 1 1 0 1 8 2 5 7

tape machines" used "for political purposes at the University of Hawaii campus center for two days in the months of September or October, 1976".

Through an understandable misinterpretation of Mr. Pratte's complaint, the Commission's Question No. 3 assumes that the use of a "videotape machine" results in film being produced. Actually, a videotape machine merely replays existing tape which has been filmed through the use of video cameras.

Despite this apparent misinterpretation, interviews of campaign workers did disclose the source and origin of Mr. Pratte's allegations. We will address our attention to those allegations.

During mid-September of 1976, several members of "Youth For Heftel", a young and loosely organized group of campaign volunteers struck on an idea aimed at reaching student voters at the University of Hawaii. Campaign brochures, buttons and other paraphernalia were taken to the University campus located in Manoa, a suburb of Honolulu. As part of this youth campaign, it was apparently suggested that an effective way of communicating with University students would be to find a way of replaying political announcements which were then being run in the furtherance of Heftel's candidacy on local television stations.

Based on the foregoing, the Committee was asked to procure a videotape machine which could continually replay Heftel television ads. Electronic Systems, Inc., a Honolulu based company in the business of renting and leasing commercial television equipment was contacted. A television monitor, which is a modified television set, along with a "VP 1200" videotape player, was leased from Electronic Systems, Inc. for use at the University of Hawaii campus. A copy of the invoice

sent by Electronic Systems, Inc. to the Heftel campaign organization is attached hereto as Exhibit "C". The payment of \$160.68 for the two (2) days' rental of that equipment by the Committee is shown in the 30th day report to the Commission following the general election covering the reporting period 10/23/76 to 11/22/76.

Question No. 4: Please state whether Edwin Wong, Barbara Tyers, Sylvia Tanabe, and Richard Cramer were employed by KGMB during your campaign and whether they performed any work for your campaign. If so, please set out:

- (a) Their positions at the station then and at the present time;
- (b) The kind, duration and hours of campaign work they performed;
- (c) Their status with KGMB during the time they performed such work, i.e., were they taken off salary, put on special leave, or did they work during their free time. In this connection, please submit supporting documentation such as leave records and/or pay sheets.

Edwin Wong

Prior to the 1976 congressional campaign, Mr. Wong was employed as a controller for television station KGMB. He is presently employed by KGMB-TV, a Division of Lee Enterprises, Incorporated in a similar capacity.

On August 20, 1976, Mr. Wong took accumulated vacation time from his job to become a full-time volunteer office manager for the Heftel campaign. Since Mr. Wong's accumulated vacation ran out on September 15, 1976, Mr. Wong requested, and was granted, a leave of absence, without pay, from his position at KGMB-TV for an indefinite period of time. A copy of Mr. Wong's request dated August 20, 1976 to the General Manager of KGMB-TV is attached hereto as Exhibit "D".

On October 19, 1976, Mr. Wong left his full-time volunteer work with the campaign and returned to his position at KGMB-TV. A copy of a KGMB-TV Payroll Notice showing Mr. Wong's return from his leave of absence on October 19 is attached hereto as Exhibit "E".

Barbara Tyers

Prior to the 1976 congressional campaign, Ms. Tyers was employed as an Executive Secretary with Heftel Broadcasting Corporation. She is no longer employed there.

At the beginning of the campaign during the summer of 1976, Ms. Tyers attempted to work both as a paid part-time employee and volunteer with the Committee and as a paid part-time employee with Heftel Broadcasting Corporation.

For the period July 1 to July 15, 1976, Ms. Tyers was paid \$400 by the Committee (see Commission report for period between July 1, 1976 and September 17, 1976). During that same period, Ms. Tyers was paid \$100 by Heftel Broadcasting Corporation. Attached as Exhibit "F" is a Heftel Broadcasting Corporation Payroll Change Notice for the time period July 1 to July 15, 1976.

Following July 15, 1976, Ms. Tyers functioned as a full-time employee of Heftel Broadcasting Corporation but continued as a volunteer worker with the congressional campaign.

Sylvia Tanabe

Mrs. Tanabe was employed by KGMB-TV prior to the 1976 congressional campaign as vacation relief for the regular switchboard operator as well as an accounting clerk. She is no longer employed by KGMB-TV.

Prior to August 15, 1976, Mrs. Tanabe was a full-time employee with KGMB-TV. Following that date, Mrs. Tanabe

functioned as a part-time accounting clerk with KGMB-TV and a part-time paid accounting clerk with the campaign committee. The following is a breakdown of amounts paid Mrs. Tanabe from the Committee and KGMB-TV:

<u>Pay Period</u>	<u>KGMB-TV</u>	<u>Committee</u>
1976 August 31	\$281.75	\$150.00
	*Pay for Committee for one week only. See FEC Report for period 7/1/76 - 9/17/76.	
September 15	\$182.00	\$312.00
September 30	\$252.00	\$312.00
	*See FEC Report for period 9/18/76 - 10/18/76.	
October 15	\$182.00	\$312.00
	*See FEC Report for period 10/19/76 - 10/22/76.	
October 31	\$633.50	\$312.00
	*See FEC Report for period 10/23/76 - 11/22/76.	

During the time that Mrs. Tanabe was being paid from two sources, she worked from 8:00 a.m. to 12:00 noon at the Committee (Monday - Saturday) and at KGMB-TV between 1:00 p.m. to 5:00 p.m. (Monday - Sunday).

Attached as Exhibit "G" are payroll records from KGMB-TV showing the payment of the amounts indicated.

Richard Cramer

Mr. Cramer was employed by Heftel Broadcasting Corporation as General Sales Manager prior to and during the 1976 campaign and was never an employee of the Committee. Mr. Cramer was also an active volunteer in the campaign.

Mr. Cramer is no longer employed by Heftel Broadcasting Corporation and now resides in the state of California.

To the best of anyone's knowledge, Mr. Cramer spent much of his free time, including evenings and weekends, working on Heftel's campaign.

Question No. 5: Please state whether any of your campaign advertisements were aired on KGMB radio or television and, if so:

- (a) The date(s) of such airings;
- (b) What, if anything, was paid for such airings.

Attached as Exhibit "H" please find a copy of a letter from Mr. Jack Seigle, President of the advertising firm of Seigle Schiller Rolfs & Wood, Inc., which handled direct arrangements between the Committee and all radio and television stations used for the airing of political commercials on behalf of Heftel. Attached to Mr. Seigle's letter are copies of the invoices submitted to the Committee by Mr. Seigle's firm which include commercial time purchased from all radio and television stations utilized, including KGMB.

It should also be noted that Mr. Seigle's letter states that \$6,908.48 was paid for television production work by Hawaii Production Center, a Heftel company, while \$73,000 was paid to the San Francisco firm of Rowan, Decker, Sanders and Bleich also for television production.

In addition to the specific questions raised by the Commission's letter dated October 21, 1977, the Commission in its letter of November 4, 1977 has requested that information be provided on further allegations raised by Mr. Pratte's letter to the Commission dated October 27, 1977.

The third paragraph of Mr. Pratte's letter suggests that campaign workers associated with the Heftel election effort of 1976 illegally charged gasoline on a corporate

account in the name of Heftel Broadcasting Corporation at Mike's Union Service Station located at 708 Keeaumoku Street, Honolulu, Hawaii, from August to November, 1976.

Reports filed with the Commission for the periods October 23, 1976 through November 22, 1976 and November 23, 1976 through December 31, 1976 by the Committee showed payments to Mike's Union Service Station of \$1,285.04 and \$1,153.90, respectively. The total amount reported and paid for gasoline purchased from Mike's Union Service Station for campaign purposes equalled \$2,438.94.

Mr. Pratte is at least partially correct in that Heftel Broadcasting Corporation and several of its affiliated companies also maintained accounts at Mike's Union Service Station. On request, the proprietor of Mike's Union provided copies of all of its records and charges related to the Committee. The actual charge slips have been copied and are provided to the Commission as Exhibit "I". Reports of the payment of charges by the Committee to Mike's Union Service Station were made by the Committee to the Commission in its reports covering the periods October 23, 1976 to November 22, 1976 and November 23, 1976 to December 31, 1976.

Mr. Pratte's letter of October 27, 1977 also alleges that a paid campaign worker, Richard Blay, received "free housing" for several months prior to the 1976 election as "part of his pay".

While it is true that Mr. Blay was a paid worker on the Heftel campaign, it is at that point that any similarity between the truth and Mr. Pratte's allegations ends.

As a freshman at the University of California at Irvine in 1972, Susan Heftel, the daughter of Congressman

Heftel, was befriended by Richard Blay and his family, the Robert McCleans of Irvine, California. Richard Blay was, like Susan, an undergraduate student at the Irvine campus. Throughout the five years Susan spent at Irvine, she was often a guest at the McClean residence. On at least one prior occasion, Richard accompanied Susan to Honolulu, during a summer vacation, where he stayed with the Heftel family. Susan also accompanied Richard to Kona on the island of Hawaii where his family maintains a home. This relationship existed long before the congressional campaign of 1976.

It was within this context that Richard was again offered a place to stay in Honolulu preceding the 1976 election. Many of the seven Heftel children traditionally bring friends to Honolulu as guests. These friends very often stay as guests at the Heftel home or at a small studio apartment (362 sq. ft.) owned by the Heftels at 1650 Kanunu Street, Apartment 708. Richard Blay clearly fell within this category.

Susan Heftel is a first-year law student at the University of Hawaii Law School. Richard Blay is believed to be living somewhere in southern California. The address of Mr. and Mrs. Robert McClean in Kona is Keauhou, Kona, Hawaii.

CONCLUSION

A sincere attempt has been made to comply with the specific questions put forth by the Commission through Mr. Oldaker's letter of October 21, 1977 as well as the Commission's supplemental letter of November 4, 1977. A substantial amount of effort and expense has been expended in providing the required information within the time limitations specified.

It is understandable that, in carrying out its statutory mandate, the Commission investigate candidates and their committees where legitimate questions are raised by private citizens interested in good government and private corporate ethics.

It would indeed be unfortunate, however, if individuals or political organizations were allowed to pervert and distort the intent and spirit of the federal election laws by attempting to use and manipulate the Commission to their own ends.

In Mr. Pratte's sworn complaint dated September 13, 1977, he attests to the following:

I am filing this complaint on my own behalf as a citizen interested in government and private corporation (sic) ethics in political campaigns and not at the request or on behalf of any candidate for any office.

It would be reasonable to conclude from Mr. Pratte's statement that he has no personal involvement or motive other than that of "a citizen interested in government ..." and corporate ethics and that he was not acting on behalf of any candidate for office. It is also clear from Mr. Pratte's letter of October 27, 1977 that he intends to continually raise charges against Congressman Heftel's 1976 campaign organization.

It seems only proper that the Commission be provided with a more complete picture of Mr. Pratte so that it can place the present as well as any future complaints Mr. Pratte might register in the proper perspective.

First, Mr. Pratte is presently and has for approximately eight (8) years been employed on a full time basis by the Hawaii State Legislature as the administrative assistant to the Senate Minority, the office serving the

legislative and campaign requirements of the Hawaii State Senate Republicans.

Second, Mr. Pratte played a key role as the Campaign Press Assistant in former State Senator Fred Rohlfing's unsuccessful race against Congressman Heftel in 1976. Mr. Pratte's status with his full-time job during the course of that campaign is uncertain.

Finally, on April 13, 1977 as Congressman Heftel spent the busy middle of the day in downtown Honolulu, Republican State Senator John Leopold arrived on the scene carrying a "picket sign" reading "Leopold: Off-Site Picket". Senator Leopold's actions were an attempt to be critical of Heftel's recent support of the Common Situs Picketing Bill in Congress. Literature attacking Heftel's position was distributed. Accompanying Senator Leopold and acting as a photographer was Mr. Pratte. This activity by two Senate employees took place during the final and critical days of the 1977 Legislative Session.

At the time, there was considerable public speculation based upon Leopold's words and actions that he was actively running for Congressman Heftel's First Congressional seat.

Senator Leopold's bid to unseat Heftel soon took on greater and more specific proportions. By letter dated July 26, 1977, Leopold solicited contributions and support in his quest to unseat Heftel. A copy of Senator Leopold's letter is attached hereto as Exhibit "J". A check with appropriate federal and state agencies revealed no registered campaign organization nor any filing indicating Leopold's intention to run for the office specified in his letter. Included with Senator Leopold's solicitation letter was a copy

of a newspaper article from the Sunday edition of the Honolulu Star-Bulletin and Advertiser dated June 26, 1977 attached hereto as Exhibit "K".

It is suggested that Mr. Pratte's interest in Congressman Heftel involves something more than his interest as a "private citizen". His active involvement in the campaign efforts of two members of the Hawaii State Senate Minority against Heftel would point to that conclusion.

It is fortunate that this information response, along with accompanying documentation, could be provided. It would be not unexpected or unreasonable, in any human endeavor involving in excess of \$.5 million, to find, say, a one percent, let alone a 1/10 of one percent variation. This would be true even in an ongoing, well-organized entity; let alone a transient, newly constituted campaign organization administering these funds and at the same time attempting to comply with complex federal and state election laws. These groups typically are set up in a campaign environment full of time pressures and confusion. In this respect, we find that most of the items being raised by Mr. Pratte involve sums of less than 1/10 of one percent of the total sums expended.

It is hoped that the information provided is of assistance to the Commission in its investigation of the charges brought by Mr. Pratte. It is also hoped that the data contained herein helps prevent the perversion of the intent and purpose of the federal election laws.

Congressional Quarterly Reports

Honolulu Star-Bulletin
Tuesday Nov. 1, 1977

Heftel Spent Most for House Victory

By Gregg Kokesako
Gannett News Service

WASHINGTON — Freshman Rep. Cecil Heftel has won the dubious distinction of having spent the most money—\$555,381—to win a seat in the U.S. House.

According to Congressional Quarterly, Heftel, a Honolulu broadcast executive, also topped all other candidates in last year's House sweepstakes by spending the largest amount of his own money, \$507,000.

The candidate who spent the most money was former Rep. Gary Familian, D-Calif., who reported expenditures of \$637,080. However, Familian was defeated by Rep. Robert K. Dornan, R-Calif., who spent \$403,675 in California's Santa Monica and Los Angeles area.

FOLLOWING CLOSE behind Familian and Heftel was former

Rep. Ron Paul, R-Tex., who reported spending \$554,358 in Texas' 22nd district, whose major city is Houston. Paul was defeated by Robert A. Gammage, a Democrat.

Another big spender who lost was former Rep. Ken Hechler, D-W.Va., who spent \$273,487 on a write-in campaign after losing a gubernatorial bid, but was defeated by Nick J. Rahall, Democrat, who topped him by spending \$336,301.

Spending the least to get elected was Rep. Edward P. Boland, D-Mass., who won his 13th term in the House for only \$47, and Rep. Charles Vanik, D-Ohio, whose expenditures amounted to \$65 to win a 12th term.

Congressional Quarterly reported that "... there is little doubt that campaign spending has increased in the last four years.

"IN 1972, THERE were 24 districts in which the combined spending by

the general election candidates (for the House) exceeded \$250,000. In 1974, that figure grew to 38 and last year it increased dramatically to 63."

Sixteen of the 63 contests which cost more than \$250,000 in 1976 involved open seats, without an incumbent.

Spending in several races last year topped the previous record of \$537,474 set in 1974 by Rep. Abner J. Mikva, Democrat, and former Rep. Samuel H. Young, Republican, in Illinois' 10th district, whose major cities are Evanston and Skokie.

During the 1976 campaign, Heftel, a self-made millionaire, sold his major broadcast holding, KGMB-TV, the Honolulu CBS affiliate, for \$10 million to an Iowa newspaper chain, Lee Enterprises. He is still in the process of selling his radio stations on the Mainland.

HEFTEL WAS KEPT on by Lee Enterprises as a consultant, drawing about \$50,000 annually, but has said he will use his salary to establish an educational foundation. He reported about \$5 million profit on the sale of his television station.

Heftel's heavy campaign spending, most of it for television advertisements, was well publicized during the battle to choose a replacement for then-Rep. Spark M. Matsunaga, who opted to run for the Senate seat vacated by retiring Republican Hiram L. Fong.

Heftel easily outspent his Republican opponent, former State Sen. Fred Rohlfing, by a 2-to-1 margin.

During the campaign, Heftel repeatedly maintained that since he was spending his own money he was beholden to no special interests. He still argues that point today. "The

public should own me," Heftel said, "not special interests."

LAST YEAR WAS Heftel's second try for public office. In 1970 he nearly upset Republican Fong, coming within 7,000 votes of winning a seat in the Senate.

Pointing to the high cost of his own campaign, Heftel said it serves as proof of the need for legislation authorizing public financing of congressional campaigns. A Senate filibuster in August killed such a bill.

The House Administration Committee tried to revive the issue, but a coalition of Republicans and veteran northern Democrats gutted the bill, putting the matter on the congressional back burner for the time being along with other issues such as election day voter registration, revision of the Hatch Act and the abolition of the electoral college.

EXHIBIT "A"

KGMB-TV

1534 KAPIOLANI BOULEVARD, HONOLULU, HAWAII 96814
TELEPHONE 941-3011

INVOICE

31378

FRIENDS OF CEC HETTEL. A COMMITTEE
P. O. Box 22700
Honolulu, Hawaii

DATE **2/28/77**

Advertiser:

Product:

**PLEASE REMIT FROM
THIS INVOICE**

TELECASTING OVER

KGMB-TV

Channel 9, Honolulu, Hawaii

Length of
Telecast

Days

Hour

Date

Total
No. Times

Unit
Cost

TO BILL YOU FOR SERVICES

FOR MOVING, ETC.

- 58 hours @ 4.75

= 275.50

SALES & P.O. #

TOTAL TIME CHARGES

PRODUCTION

AGENCY DISCOUNT

4% STATE TAX

NET INVOICE

275.50

TERMS: NET CASH 30 - DAYS FROM INVOICE DATE

INTEREST WILL BE CHARGED AT THE RATE OF 1% PER MONTH ON ALL PAST DUE ACCOUNTS

State of Hawaii)

City and County of Honolulu)

SS:

CERTIFICATE OF PERFORMANCE

This is to certify that the foregoing announcements and/or programs were broadcast on the dates and at the times shown, except as otherwise noted, according to the Official Station Logs.

Date

By

EXHIBIT "B"



ELECTRONIC SYSTEMS INC.

WAIMANUWA SUITE 500 • HONOLULU HAWAII 96813 • PHONE 533-3848

INVOICE No. 0563 B

PURCHASE ORDER #

INVOICE DATE: September 16, 1976

Heftel Campaign Headquarters
851 Cooke Street
Honolulu, Hawaii 96813

ATTN: Mr. Doug Carlson

531-6861

SEP 16 1976

QUANTITY		TERMS	FOB	SALESMAN	INV #	
		C.O.D.	(300)	Rental	0563B	
DESCRIPTION				UNIT PRICE		AMOUNT
<u>RENTAL</u>						
2	VP-1200 & KV1710 monitor			77	25	154 50

EXHIBIT "C"

There will be a FINANCIAL CHARGE OF 1% interest per month for all late payments.

INVOICE

Received by:

NO STATEMENT WILL BE ISSUED. THANK YOU

August 20, 1976

Mr. Richard A. Weiner
Executive Vice President
& General Manager
KGMB-TV
1534 Kapiolani Boulevard
Honolulu, Hawaii 96814

Dear Mr. Weiner:

This is to advise that I will be on vacation from August 20 through September 15, 1976. Effective September 16 I respectfully request a leave of absence for an indefinite period of time not to exceed the amount allowed under the Union contract.

Cordially,


Ed Wong

EXHIBIT "D"

PLEASE ENTER THE FOLLOWING:

EFFECTIVE

10/19/76

EMPLOYEE EDWIN WONG

DEPARTMENT G & A (ACCOUNTING)

COMPANY: KGMB-TV ☒ KGMB-AM ☐

HPC ☐ OTHER ☐

☐ NEW HIRE

CLASSIFICATION _____

RATE/SALARY _____

FULL TIME ☐ PART TIME ☐ UNION ☐

TEMPORARY ☐ NON UNION ☐

☐ TERMINATION

LAST DAY _____

REASON FOR LEAVING _____

☒ CHANGES (Company, Dept., Classification, Rate/Salary, etc.)

FROM _____ TO _____

RETURNED FROM LEAVE OF ABSENCE.

REASON FOR CHANGE _____

SUPERVISOR _____ DATE _____

STATION MGR. Richard Williams DATE 10/20/76

CONTROLLER En DATE 10/21/76

ASS'T CONTROLLER 10/21/76 DATE 10/21/76

EXHIBIT "E"

PAYROLL CHANGE NOTICE

TO: PAYROLL DEPARTMENT:

Please enter the following change(s) in your records to take effect 7/1/76 - 7/1/77.

EMPLOYEE: BARBARA TYERS

THE CHANGES:

CHECK ALL APPLICABLE BOXES	FROM	TO
<input type="checkbox"/> Company		
<input type="checkbox"/> Department		
<input type="checkbox"/> Job		
<input checked="" type="checkbox"/> Rate	900.00/MO.	200.00/MO.
<input type="checkbox"/> Part time to Full time		
<input type="checkbox"/> Termination		
<input type="checkbox"/> Other		

100.00/semi

REASON FOR THE CHANGES:

CHECK ALL APPLICABLE BOXES

- ☐ New Hire (Union yes ☐ no ☐)
- ☐ Re-Hired
- ☐ Promotion
- ☐ Transfer
- ☐ Probationary Period Completed
- ☐ Termination - Please Explain Below

☒ Other

WILL BE WORKING PART TIME ONLY FOR
HEFTEL BROADCASTING CORP.

CHANGE AUTHORIZED BY _____ DATE _____

CHANGE APPROVED BY Em J DATE 7-7-76

EXHIBIT "F"

for

MANUAL DATA SERVICES
CUSTOMER PAYROLL
PAYROLL REGISTER
RUN DATE 12-30-76

HEFTEL BROADCASTING-HON
#0712

CONTROLS		EMPLOYEE NAME					EMPLOYEE		EMPLOYEE			
810		610648	QTD				260000	260000				
ROSE, J			YTD				345000	345000				
810		710806	QTD	50300	5500	1200	275108	228664	40948	5		
BOYD, C V			YTD	65200	8100	6200	976932	893489	58198	25		
810		810878	ADJ-				-47500	-47500				
LUCAS, L			PRE				70266	56270			139	
			QTD				307766	293770			139	
			YTD		900		1111467	1090393	7088	13		
810		810880	QTD				255000	255000				
KIMOTO, D N			YTD				967212	959423		7		
810		810882	QTD	52000	1200		257164	248560	8604			
BRADY, A T			YTD	54400	1200	10000	959644	855700	8604	85		
810		810885	QTD	8000	1300		543281	525000	18281			
WONG, E K			YTD	8000	1300	8800	2255781	2065000	18281	1725		
810		810888	QTD	48800	14800		248500	170800	77700			
TANABE, S T			YTD	51600	15100		425250	345975	79275			
810		810889	QTD	42700	13200		218750	149450	69300			
WONG, M C			YTD	61600	16000		329175	245175	84000			
810		810891	QTD									
WONG, G E			YTD									
810		810895	QTD	51450	4775		190491	167213	23278			
MILLER, J R			YTD	69850	10775		849758	797230	52528			
810		810901	QTD	51600	3725		171563	154800	16763			
DODD, F K			YTD	54000	3725		178763	162000	16763			
DEPARTMENT	810	ADJ-		00		00		-47500				
		ADJ-			00		-47500			00		
		PRE		00		00		56270			139	
		PRE			00		70266			00		
		CURR		00		00		56270			139	
		CURR			00		70266			00		
		QTD		305350		1200		2453257			194	
		QTD			44500		2727623		254874			
ACTIVE		YTD		374650		31000		7769375		3048		
INACTIVE	11	YTD			57100		8398982		324737			

Extension "G"

TEL BROADCASTING-HGN
#0712

PAGE 15

PERIOD END DATE 00-00-00

REL. LAR	AVG. LAR	REL. LAR	AVG. LAR	REL. LAR	AVG. LAR	REL. LAR	AVG. LAR
10	260000			4615215210	15972		182666
10	345000			6118620183	21176		242455
08	228664	40948	5496	3914315772	14372	2130	203691
32	893489	58198	25245	15679256647	55742	12840	694911
00	-47500			-8567-2779	-2962		-33192
66	56270		13996	14870 4111	4604		46681
66	293770		13996	5770518004	19414	75	212568
67	1090393	7088	13996	20378365021	69497	100	773066
00	255000			3572414917	12960	75	191324
12	959423		7789	13384856126	48283	100	728855
64	248560	8604		2580815044	8891	4209	203212
44	855700	8604	85340	8942855431	31002	5612	778171
81	525000	18281		131453	35448	73516	302864
81	2065000	18281	172500	44554489505	135044	100194	1485494
00	170800	77700		3423514537	12751		186977
50	345975	79275		5528824877	20523		324562
50	149450	69300		2758712797	10103		168263
75	245175	84000		4060919257	14744		254565
91	167213	23278		2372211144	8608	354	146663
58	797230	52528		11145549711	40551	472	647569
63	154800	16763		2204910037	8106		131371
63	152000	16763		2204910458	8194		138062
	-47500		00	-2779		00	-33192
00	56270	00		-8567	-2962	00	
66	56270	00	13996	4111	4604	00	46681
66	56270	00	13996	4111	4604	00	46681
66	2453257	00	19492	127462	4604	00	1929599
23	7769375	254874		443578	146625	80359	
82	324737	304870		447218		00	6067710
				1319982	444756	119318	

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DATA OF HAWAII
FINANCIAL DATA SERVICES
CUSTOMER PAYROLL

PAYROLL REGISTER

HEFTEL BROADCASTING-HUN
#0712

RUN DATE: 12-12-78

CONTROLS	EMPLOYEE NUMBER	RATE	REGULAR HOURS	OVERTIME HOURS	OTHER HOURS	TOTAL EARNINGS	REGULAR EARNINGS	OVERTIME EARNINGS	OTHER EARNINGS
EMPLOYEE NAME									
810	810848	450.00				45000	45000		
ROSE, J		QTD				260000	260000		
		YTD				345000	345000		
810	710905	4.5800	8400	900	400	46437	38472	6183	18
BOYD, G V		QTD	50800	5500	1200	275103	228664	40948	54
		YTD	65200	8100	6200	976932	893489	58198	252
810	810878	475.00				47500	47500		
LUCAS, L		QTD				285000	285000		
		YTD		900		1088701	1081613	7088	
810	810880	425.00				42500	42500		
KIMOTO, G N		QTD				255000	255000		
		YTD				967212	959423		77
810	810882	4.7800	3800			42064	42064		
BRADY, A T		QTD	52000	1200		257164	248500	8604	
		YTD	54400	1200	16000	959644	865700	8604	553
810	810885	1500.00				150000	150000		
WONG, H K		QTD	8000	1300		943281	525000	18281	
		YTD	8000	1300	8800	2255781	2065000	18281	1725
810	810886	3.5000	8800	3600		49700	30800	18900	
TANABE, S T		QTD	46800	14800		248500	170800	77700	
		YTD	51800	15100		425250	345975	79275	
810	810889		42700	13200		218750	149450	69300	
WONG, H C		YTD	61000	16000		329175	245175	84000	
810	810891								
WONG, G E		QTD							
		YTD							
810	810895	3.2500	7400	900		28438	24050	4388	
MILLER, J R		QTD	51450	4775		190491	167213	23278	
		YTD	69650	10775		849758	797230	52528	
810	810901	3.0000	8200	250		25725	24600	1125	
DOO, F K		QTD	51800	3725		171563	154800	16763	
		YTD	54000	3725		178763	162000	16763	
DEPARTMENT	810	CURR	41600		400		444986		18
		CURR		5650		477414		30596	
		QTD	305250		1200	2704357	2444487		54
		QTD		44500				254874	
ACTIVE	9	YTD	374650		31000	7760505			2908
INACTIVE	2	YTD		57100		8375216		324737	

PERIOD END DATE 12-15-76

REGULAR EARNINGS	OVERTIME EARNINGS	OTHER EARNINGS	FEDERAL TAX	F.I.C.A.	STATE TAX	LOCAL TAXES	TOTAL DEDUCTIONS	NET	CHECK AMOUNT	CHECK NUMBER
5000	45000		8042	2633	2782			31543		
0000	260000		46152	15210	15972			182666		
5000	345000		61186	20183	21176			242455		
6487	38472	6183	1832	6632	2612	2430		34813	34813	5249738
5103	228654	40948	5496	89143	15772	14372	2130	203691		
6932	893489	58198	25245	15679	256647	55742	12840	654911		
7500	47500			8567	2779	2962		33192	33192	5249739
5000	285000			51402	16672	17772	75	199079		
8701	1081613	7088		19748	63689	67855	100	759577		
2500	42500			5954	2486	2160		31900	31900	5249740
5000	255000			35724	14917	12560	75	191324		
7212	959423		7789	13384	856126	48283	100	728855		
2064	42064			4142	2461	1428		34033	34033	5249741
7164	248550	8604		25808	15044	8391	4209	203212		
9644	865700	8604	85340	89426	55431	31002	5612	778171		
0000	150000			37813		9683	20000	82304	82304	5249742
3281	525000	18281		131453		25448	72518	202864		
5781	2065000	18281	172500	44554	89505	135044	100194	1485484		
9700	30600	18900		7178	2907	2662		36953	36953	5249743
8500	170800	77700		34235	14537	12751		186977		
5250	345975	79275		55238	24877	20523		324562		
8750	149450	69300		27587	12797	10193		168263		
9175	245175	84000		40609	19257	14744		254565		
6438	24050	4388		3292	1664	1211		22271	22271	5249744
0491	167213	23273		23722	11144	5608	354	146663		
9758	797230	52528		11145	549711	40551	472	647569		
25725	24600	1125		5070	1505	1148		20002	20002	5249745
1563	154800	16763		22049	10037	8108		131371		
3753	162000	16763		22049	10458	8194		138062		
	444986		1832		19047		00	327011		
77414		30596		84690		26666	20000			
	2444487		5496		126130		00	1916110		
4357		254874		437275		144983	80359			
	7760595		290874		445884		00	6054221		
7216		524737		1512679		443114	119318			

10-11-12

70712

FDS-105A
(REV 4/75)

PERIOD END DATE 11-30-76

PERIOD END DATE 11-30-78										
SS	REGULAR EARNINGS	OVERTIME EARNINGS	FEDERAL TAX	LOCAL TAX	TOTAL	NET	CHECK AMOUNT	CHECK NUMBER		
000	45000		8042	2832	2732	31544				
000	215000		38110	12577	13190	151123				
000	300000		53144	17550	18394	210912				
205	40304	7901	6924	2820	2554	35197	35197	5233767		
221	156192	34700	32511	15180	11791	168878				
445	355017	52015	153160	54035	53312	660092				
500	47500		8557	2773	2582	33168	33168	5233768		
500	237500		42830	13890	24310	165887				
201	1034115	7038	186513	30910	64393	725385				
500	42500		5954	2430	2100	31875	31875	5233769		
500	212500		29770	12431	15300	159424				
712	915925		7759	12789	53340	696955				
064	42064		4142	2460	1425	32631	32631	5233770		
100	206496	3504	21666	12503	7060	169179				
500	823636	3500	85280	52970	29570	744138				
000	150000		37813		2535	80546	80546	5233771		
201	375000	13251	93640		29500	220560				
781	1915000	18281	407731	89505	125101	1403190				
755	30800	19950	7357	2969	2737	37687	37687	5233772		
500	140000	55500	27057	11550	17080	150024				
550	315175	60375	48110	21970	17361	267605				
300	30300		3139	1302	1140	24719	24719	5233773		
750	149450	69300	27507	12797	10100	165263				
175	245175	34000	40609	19257	14744	254565				
175	135225	1050	4039	1382	1460	24672	24672	5233774		
053	143155	18390	20430	9400	7597	124392				
120	773150	48140	108153	46047	33300	625298				
103	27000	1403	3520	1555	1381	21329	21329	5233775		
828	130200	15638	18979	6532	6958	111369				
033	157400	15633	18575	2955	2040	113060				
457	456193	21254	59605		28451	353868				
440	1699331	224273	352535		110017	1500095				
302	7315319	294141	1222989		410009	5727210				

BANK OF HAWAII
FINANCIAL DATA SERVICES
CUSTOMER PAYROLL

PAYROLL REGISTER
RUN DATE 11-18-76

REFTEL BROADCASTING-HON
#0712

CONTROLS	EMPLOYEE NUMBER	RATE	REGULAR HOURS	OVERTIME HOURS	OTHER HOURS	TOTAL EARNINGS	REGULAR EARNINGS	OVERTIME EARNINGS	OTHER EARNINGS
EMPLOYEE NAME									
810	710806	4.5800	8800			40304	40304		
BOYD, C V		QTD	33600	3450	800	180416	149888	26864	36
		YTD	48000	6050	5800	882240	814713	44114	234
810	810878	475.00				47500	47500		
LUCAS, L		QTD				190000	190000		
		YTD		900		993701	986613	7088	
810	810880	425.00				42500	42500		
KIMOTO, D N		QTD				170000	170000		
		YTD				832212	874423		77
810	810882	4.7800	8800	500		45649	42064	3585	
BRADY, A T		QTD	34400	1200		173036	164432	8604	
		YTD	36800	1200	16000	875516	791572	8604	853
810	810885	1500.00				150000	150000		
WONG, E K		QTD	8000	1300		243231	225000	18281	
		YTD	8000	1300	8300	1955781	1765000	18281	1725
810	810888	3.5000	8800	2000		41300	30800	10500	
TANABE, S T		QTD	31200	7400		148050	109200	38850	
		YTD	44000	7700		324800	284375	40425	
810	810889	3.5000	8800			30800	30800		
WONG, M C		QTD	33900	13200		187950	118650	69300	
		YTD	52800	16000		298375	214375	84000	
810	810891								
WONG, G E		QTD							
		YTD							
810	810895	3.2500	9150	525		32297	29738	2559	
MILLER, J R		QTD	34750	3475		129878	112938	16940	
		YTD	53150	9475		789145	742955	46190	
810	810901	3.0000	8800	800		30000	26400	3600	
DOO, F K		QTD	34400	3150		117375	103200	14175	
		YTD	36800	2150		124575	110400	14175	
DEPARTMENT	810	CURR	53150		00		440106		
		CURR		3825		460350		20244	
		QTD	210250		800	1539936	1343308	193014	36
ACTIVE	9	YTD	279550	33175	30600	6574426		2890	
INACTIVE	1	YTD		45775		7126345		262877	

EFTEL BROADCASTING-HUN
#0712

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PERIOD END DATE 11-15-76

AL NGS	REGULAR EARNINGS	OVERTIME EARNINGS	OTHER EARNINGS	FEDERAL TAX	F.I.C.A.	STATE TAX	LOCAL TAXES	TOTAL DEDUCTIONS	NET	CHECK AMOUNT	CHECK NUMBER
0304	40304			5581	2358	2012			30353	30353	5218951
0415	149888	26804	3664	25587	10340	9388		1420	133681		
2240	814713	44114	23413	14323	651215	50758		12130	624901		
7500	47500			8567	2779	2962			33192	33192	5218952
0000	190000			34268	11115	11848		50	132719		
3701	986613	7088		18034	658132	61931		75	693217		
2500	42500			5954	2487	2160			31899	31899	5218953
0000	170000			23616	9945	8640		50	127549		
2212	874425		7789	12194	051154	43963		75	665080		
5649	42064	3585		4859	2671	1670			36449	36449	5218954
3030	164432	8604		17524	10123	6035		2806	136548		
5516	781572	8604	85340	81144	50510	28146		4209	711507		
0000	150000			37813		9883		20000	82304	82304	5218955
3281	225000	18281		55827		15682		31758	140014		
5781	1765000	18281	172500	36991	889505	115278		58436	1322644		
1300	30800	10500		5750	2416	2030			31054	31054	5218956
8050	109200	38650		19700	8661	7352			112337		
4800	284375	40425		40753	19001	15124			249922		
0800	30800			3139	1802	1140			24719	24719	5218957
7950	118650	69300		24448	10995	8963			143544		
6375	214375	84000		37470	17455	13604			229846		
2297	29738	2559		4063	1889	1472			24873	24873	5218958
9878	112938	16940		16391	7598	5933		236	99720		
9149	742955	46190		10412	446165	27876		354	600626		
0000	26400	3600		3981	1755	1452			22812	22812	5218959
7375	103200	14175		15351	6867	5617			89540		
4575	110400	14175		15351	7288	5705			96231		
	440106		00		18157		00		317655		
0350		20244		79707		24831		20000			
	1343308		3664		75644		00		1115652		
9936		193014		232912		79458		36320			
	6574426		289042		390425		00		5193974		
6345		262877		1094282		372385		75279			

STATE OF HAWAII
OFFICE OF THE COMPTROLLER
GENERAL ACCOUNTS SECTION
PAYROLL REGISTER
RUN DATE 11-04-76

HEFTEL BROADCASTING-HON
#0712

CONTINUED	EMPLOYEE NAME	RATE	REGULAR EARNINGS	OVERTIME EARNINGS	TOTAL EARNINGS	REGULAR EARNINGS	OVERTIME EARNINGS	TOTAL EARNINGS
310	710806	4.5800	7200	2350	800	55797	32496	19637
30YD, C V		QTD	24800	3450	800	140112	109584	26864
		YTD	39200	6050	5800	841936	774409	44114
310	810878	475.00				47500	47500	
LUCAS, L		QTD				142500	142500	
		YTD		900		946201	939113	7088
310	810880	425.00				42500	42500	
KIMOTO, D N		QTD				127500	127500	
		YTD				839712	831923	
310	810882	4.7800	8000	200		39674	38240	1434
BRADY, A T		QTD	25600	700		127387	122368	5019
		YTD	28000	700	16000	829367	739508	5019
310	810885	9.3750	8000	1300		93281	75000	18281
WONG, E K		QTD	8000	1300		93281	75000	18281
		YTD	8000	1300	8800	1805781	1615000	18281
310	810886		17600	2700		103488	84128	19360
LEE, K A		QTD	36000	5100	350	935718	879025	36160
		YTD						205
310	810888	3.5000	10000	5400		63350	35000	28350
TANABE, S T		QTD	22400	5400		106750	78400	28350
		YTD	35200	5700		283500	253575	29925
310	810889	3.5000	8000	3800		47950	28000	19950
WONG, M C		QTD	25100	13200		157150	87850	69300
		YTD	44000	16000		267575	183575	84000
310	810895	3.2500	8000	750		29656	26000	3656
MILLER, J R		QTD	25600	2950		97581	83200	14381
		YTD	44000	8950		756848	713217	43631
310	310901	3.0000	8000	700		27150	24000	3150
DOO, F K		QTD	25600	2350		87375	76800	10575
		YTD	28000	2350		94575	84000	10575
DEPARTMENT	810	CURR	57200		800		348736	
		CURR		14500		446858		94458
		QTD	174700		800		987330	
		QTD		32050		1183124		192130
ACTIVE	9	YTD	262400		30950		7013345	
INACTIVE	1	YTD		47050		7601713		278793

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TEL BROADCASTING-HON
#0712

PERIOD END DATE 10-31-76

AS	REGULAR EARNINGS	OVERTIME EARNINGS	FEDERAL TAX					NET	CHECK AMOUNT	CHECK NUMBER
797	32496	19637	3664	8214	3050	3101	710	40722	40722	5204368
12	109584	26864	3664	20006	7982	7376	1420	103328		
936	774409	44114	23413	1376554	8857	48746	12130	594548		
500	47500			8567	2779	2962	25	33167	33167	5204369
500	142500			25701	8336	8886	50	99527		
201	939113	7088		1717795	5353	58969	75	660025		
500	42500			5954	2486	2160	25	31875	31875	5204370
500	127500			17862	7458	6430	50	95650		
712	831923		7789	1159864	8667	41803	75	633181		
674	38240	1434		3664	2321	1267	1403	31019	31019	5204371
387	122368	5019		12665	7452	4365	2806	100099		
867	739508	5019	85340	762854	7839	26476	4209	675058		
281	75000	18281		18014		5799	11758	57710	57710	5204372
281	75000	18281		18014		5799	11758	57710		
781	1515000	18281	172500	3321058	9505	105395	384361	1240340		
488	84128	19360		15051	6054	5617	785	75981		
718	879025	36160	20533	1335375	3545	49250	1570	697816		
350	35000	28350		9983	3706	3645		46016	46016	5204373
750	78400	28350		13950	6245	5272		81283		
500	253575	29925		350031	6585	13044		218868		
950	28000	19950		6349	2805	2294		36502	36502	5204374
150	87850	69300		21309	9193	7823		118825		
575	183575	84000		343311	5653	12464		205127		
656	26000	3656		3535	1735	1293	118	22975	22975	5204375
581	83200	14381		12328	5709	4461	236	74847		
848	713217	43631		1000614	4276	36404	354	575753		
150	24000	3150		3355	1589	1246		20960	20960	5204376
375	76800	10575		11370	5112	4165		66728		
575	84000	10575		11370	5532	4253		73419		
	348736		3664		20471		00	320946		
858		94458		67635		23767	14039			
	987330		3664		63541		00	873978		
124		192130		168256		60244	17105			
	7013345		309575		425813		00	5574135		
713		278793		1148112		396804	56849			

RUN DATE 10-20-76

HEFTEL BROADCASTING-HON
#0712

CONTROLS	EMPLOYEE NUMBER	RATE	REGULAR EARNINGS	OVERTIME EARNINGS	OTHER EARNINGS
EMPLOYEE NAME					
810	710806	4.3800	8800	600	42486
BRID, C V		QTD	17800	1100	84315
		YTD	32000	3700	786139
810	810878	475.00			47500
LUCAS, L		QTD			95000
		YTD		900	893701
810	810980	425.00			42500
KIMOTO, D N		QTD			85000
		YTD			797212
810	310382	4.7800	8800	500	45649
BRADY, A T		QTD	17800	500	87713
		YTD	20000	500	790193
810	810385				
WONG, E K		QTD			
		YTD		8800	1712500
810	810886	4.7800	8800	950	48576
LEE, K A		QTD	17800	2700	103488
		YTD	36000	5100	935713
810	810886	3.5000	5200		18200
TANABE, S T		QTD	12400		43400
		YTD	25200	300	220150
810	810389	3.5000	8800	5100	57575
WONG, M C		QTD	17100	9400	109200
		YTD	36000	12200	219625
810	810895	3.2500	8800	1000	33475
MILLER, J R		QTD	17800	2200	67925
		YTD	36000	8200	727192
810	810901	3.0000	8800	750	29775
ONG, F K		QTD	17800	1650	60225
		YTD	20000	1650	57425
DEPARTMENT	810	CURR	58000	00	
		CURR		8900	366036
		QTD	117500	00	638594
		QTD		17550	736266
ACTIVE	9	YTD	205200	30150	6664609
INACTIVE	1	YTD		32550	7154855

PERIOD END DATE 10-15-75

	REGULAR EARNINGS	OVERTIME EARNINGS	DEFERRED EARNINGS	FEDERAL TAX			NET	CHECK AMOUNT	CHECK NUMBER
86	38544	3942		5952 2485	2160		31889	31889	5190169
15	77088	7227		11792 4932	4275	710	62606		
39	741913	24477	19749	12944145807	45645	11420	553826		
00	47500			8567 2779	2962		32192	33192	5190170
00	95000			17134 5557	5924	25	65360		
01	891613	7088		16321252574	56007	50	626858		
00	42500			5954 2486	2160		31900	31900	5190171
00	85000			11908 4972	4320	25	63775		
12	789423		7789	11003246181	39643	50	601306		
49	42064	3585		4859 2670	1570		36450	36450	5190172
13	84128	3585		9001 5131	3008	1403	69080		
93	701268	3585	85340	7262145518	25209	2806	644039		
00	1540000		172500	31409139505	99596	26678	1182630		
76	42064	6812		7038 2860	2602		36376	36376	5190173
88	84128	19350		15051 6054	5617	785	75981		
13	379025	36150	20533	13353753545	49250	1570	697816		
00	18200			1323 1065	611		15201	15201	5190174
00	43400			3967 2539	1627		35267		
50	218575	1575		2502012879	9399		172852		
75	30800	26775		7936 3368	2979		43242	43242	5190175
00	59850	49350		14960 6388	5529		82323		
25	155575	64050		2793212848	10170		163625		
75	23600	4875		4299 1959	1551		25666	25666	5190176
25	57200	10725		8793 3974	3168	118	51872		
92	687217	39975		9652642541	35111	236	552778		
75	26400	3375		3930 1741	1435		22669	22669	5190177
25	52800	7425		8015 3523	2919		45768		
25	60000	7425		8015 3944	3007		52459		
	316672		00	21413		00	276585		
36	638594	49364	00	49908	18130	00	553032		
66	97672		00	43070		00			
66	6664609	305911	100621	36477		3066			
55	184335		405342	373037		00	5253189		
			1030477		42810				

PAYROLL REGISTER

RUN DATE 10-05-76

HEFTEL BROADCASTING-HON
#0712

CONTROLS	EMPLOYEE NUMBER	RATE	REGULAR HOURS	OVERTIME HOURS	OTHER HOURS	TOTAL EARNINGS	REGULAR EARNINGS	OVERTIME EARNINGS	OTHER EARNINGS
EMPLOYEE NAME									
810	710305	4.3300	8800	500		41829	38544	3285	
BOYD, C V		QTD	8800	500		41829	38544	3285	
		YTD	23200	3100	5000	743652	703369	20535	197
810	810878	475.00				47500	47500		
LUCAS, L		QTD				47500	47500		
		YTD		900		851201	844113	7038	
810	810880	425.00				42500	42500		
KIMOTO, D N		QTD				42500	42500		
		YTD				754712	746923		778
810	810882	4.7800	8800			42064	42064		
BRADY, A T		QTD	8800			42064	42064		
		YTD	11200		16000	744544	659204		8534
810	810885								
WONG, B K		QTD							
		YTD			8800	1712500	1540000		17250
810	810886	4.7800	8800	1750		54612	42064	12548	
LEE, K A		QTD	8800	1750		54612	42064	12548	
		YTD	27200	4150	350	885842	936961	29348	2053
810	810888	3.5000	7200			25200	25200		
TANABE, S T		QTD	7200			25200	25200		
		YTD	20000	300		201950	200375	1575	
810	810889	3.5000	8300	4300		51625	29050	22575	
WONG, M C		QTD	8300	4300		51625	29050	22575	
		YTD	27200	7100		162050	124775	37275	
810	810890								
GOLDER, S R		QTD							
		YTD	3675			19951	19951		
810	810895	3.2500	8800	1200		34450	28600	5850	
MILLER, J R		QTD	8800	1200		34450	28600	5850	
		YTD	27200	7200		693717	658617	35100	
810	810900								
CROYDON, G S		QTD							
		YTD				89925	89925		
810	810901	3.0000	8800	900		30450	25400	4050	
BOB, F K		QTD	8800	900		30450	25400	4050	
		YTD	11200	900		37650	33600	4050	
DEPARTMENT	810	CURR	59500		00		321922		
		CURR		8650		370230		48308	
		QTD	59500		00		321922		
		QTD		8650		370230		48308	
ACTIVE	9	YTD	150875		30150		6457813		30591
INACTIVE	3	YTD		23650		6898895		134971	

EFTEL BROADCASTING-HON
#0712

PAGE 19

PERIOD END DATE 09-30-76

AL NOS	REGULAR EARNINGS	OVERTIME EARNINGS	OTHER EARNINGS	FEDERAL TAX	F.I.C.A.	STATE TAX	LOCAL TAXES	TOTAL DEDUCTIONS	NET	CHECK AMOUNT	CHECK NUMBER
1829	38544	3285		5840	2447	2115		710	30717	30717	5175131
1829	33544	3265		5840	2447	2115		710	30717		
3653	703369	20535	19749	1234894	3322	45485		11420	521937		
7500	47500			8567	2778	2962		25	33168	33168	5175132
7500	47500			8567	2778	2962		25	33168		
1201	644113	7088		1546454	9795	53045		50	593666		
2500	42500			5954	2486	2160		25	31875	31875	5175133
2500	42500			5954	2486	2160		25	31875		
4712	746923		7769	1040784	3695	37483		50	569406		
2064	42054			4142	2461	1428		1403	32630	32630	5175134
2064	42064			4142	2461	1428		1403	32630		
4544	659204		85340	677624	2848	23539		2806	607589		
2500	1540000		172500	3140918	9505	99596		26678	1132630		
4612	42064	12548		8013	3194	3015		785	39605	39605	5175135
4612	42064	12548		8013	3194	3015		785	39605		
5242	836961	29346	20533	1264995	0685	46648		1570	661440		
5200	25200			2644	1474	1016			20066	20066	5175136
5200	25200			2644	1474	1016			20066		
1950	200375	1575		236971	1814	8788			157651		
1625	29050	22575		6974	3020	2550			39081	39081	5175137
1625	29050	22575		6974	3020	2550			39081		
2050	124775	37275		19996	9480	7191			125383		
9951	19951			1461	1167	738			16585		
4450	28600	5850		4494	2015	1617		118	26206	26206	5175138
4450	28600	5850		4494	2015	1617		118	26206		
3717	658617	35100		922274	0582	33560		236	527112		
9925	89925			9784	5262	3738			71141		
0450	26400	4050		4085	1782	1484			23099	23099	5175139
0450	26400	4050		4085	1782	1484			23099		
7650	33600	4050		4085	2203	1572			29790		
	321922		00		21657		00		276447		
0230		48308		50713		18347		3066			
	321922		00		21657		00		276447		
0230		48308		50713		18347		3066			
	6457813		305911		590353		00		5064230		
8695		134971		1041814		359333		42810			

HEFTL BROADCASTING-TRK.
#0712

#0712

EMPLOYEE NAME	EMPLOYEE NUMBER	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME
BOYD, C V	710503	4.0720	5000	1400	5000	43803	22803	9355	100
		QTD	5000	1400	5000	186373	160308	9360	150
		YTD	5000	1400	5000	655396	526231	9366	197
LUCAS, L	810376	455.00				45500	45500		
		QTD				227513	227513		
		YTD				749113	749113		
KING, D N	810830	425.00				42500	42500		
		QTD				207500	207500		
		YTD				669712	661922		77
BEADY, A J	810882	4.4420	9600		9600	42543			420
		QTD	9600		9600	195449	152806		420
		YTD	9600		9600	660416	605668		547
MCNE, E K	810885	QTD				457500	457500		
		YTD				1540000	1540000		
LEO, K A	810886	4.4400	9600	300	350	43051	42624	5328	1
		QTD	9600	800	350	227794	220531	5328	16
		YTD	9600	800	350	773694	752333	5328	205
TANABE, S T	810888	3.3000	7600	300		26175	26000	1575	
		QTD	7600	300		156550	155975	1575	
		YTD	7600	300		156550	155975	1575	
WONG, M C	810889	3.3000	9650	1100		40250	34+75	5775	
		QTD	9650	1100		69825	64050	5775	
		YTD	9650	1100		69825	64050	5775	
GOLDER, S R	810890	QTD							
		YTD							
MILLER, J R	810895	3.2500	9600	4000		50700	31200	19500	
		QTD	9600	4000		163150	143650	19500	
		YTD	9600	4000		620917	601417	19500	
CROYD, G S	810900	QTD				89925	89925		
		YTD				89925	89925		
DEPARTMENT	810	CURR	41250		14950		245702		593
		CURR		7600		346637		41544	
		QTD	41250		14950		1880950		611
		QTD		7600		1983679		41544	
ACTIVE	3	YTD	42250		14950		5846135		1023
INACTIVE	3	YTD		7600		5992543		41544	

HAWAIIAN
FEDERAL DATA SERVICES
1000 KAPALANU AVE.

PAYROLL REGISTER

RUN DATE 09-17-76

HEFTEL BROADCASTING-HON
#0712

CONTROLS	EMPLOYEE NUMBER	RATE	REGULAR HOURS	OVERTIME HOURS	OTHER HOURS	TOTAL EARNINGS	REGULAR EARNINGS	OVERTIME EARNINGS	OTHER EARNINGS
EMPLOYEE NAME									
810	710806	4.3800	8800	1200		48428	38544	7884	
BOYD, C V		QTD	14400	2600	5000	232801	198912	17250	1662
		YTD	14400	2600	5000	701824	664825	17250	1974
810	810878	475.00		900		54538	47500	7038	
LUCAS, L		QTD		900		282201	275113	7083	
		YTD		900		803701	796613	7083	
810	810880	425.00				42500	42500		
KIMOTO, D N		QTD				250000	250000		
		YTD				712212	704423		778
810	810892	4.7800	2400		6400	42054	11472		3059
BRADY, A T		QTD	2400		16000	237513	164278		7323
		YTD	2400		16000	702430	617140		8534
810	810835	PRE				90000			9000
WONG, E K		9.3750			8800	82500			8250
		QTD			8800	630000	457500		17250
		YTD			8800	1712500	1540000		17250
810	810886	4.7800	8800	1600		53536	42064	11472	
LEO, K A		QTD	18400	2400	350	281330	262645	16800	188
		YTD	18400	2400	350	832230	794897	16800	2053
810	810888	3.5000	5200			18200	18200		
TANABE, S T		QTD	12800	300		176750	175175	1575	
		YTD	12800	300		176750	175175	1575	
810	810889	3.5000	9050	1700		40600	31675	8925	
WONG, M C		QTD	18900	2800		110425	95725	14700	
		YTD	18900	2800		110425	95725	14700	
810	810390	PRE				7083	7088		
GOLDER, S R		3.5000	3675			12863	12863		
		QTD	3675			19951	19951		
		YTD	3675			19951	19951		
810	810895	3.2500	6800	2000		38350	28600	9750	
MILLER, J R		QTD	18400	6000		201500	172250	29250	
		YTD	18400	6000		659267	630017	29250	
810	810900	QTD				89925	89925		
CROYDON, G S		YTD				89925	89925		
810	810901	3.0000	2400			7200	7200		
DOO, F K		QTD	2400			7200	7200		
		YTD	2400			7200	7200		

PERIOD END DATE 09-15-76

TOTAL GROSS	REGULAR EARNINGS	OVERTIME EARNINGS	OTHER EARNINGS	FEDERAL TAX	STATE TAX	LOCAL TAXES	TOTAL DEDUCTIONS	NET	CHECK AMOUNT	CHECK NUMBER
8428	38544	7884		6022	2716	2426		34664	34664	5160292
2801	198912	17250	16639	13649	13620	5024	10710	189798		
1824	664825	17250	19749	117649	40875	41370	10710	491220		
4538	47500	7088		10180	3194	3472		37742	37742	5160293
2201	275113	7088		18327	16507	6290	25	241052		
3701	798613	7088		146078	47017	50083	25	560498		
2500	42500			5954	2467	2160		31899	31899	5160294
0000	250000			11908	14624	4320	25	219123		
2212	704423		7789	98124	41209	35323	25	537531		
2064	11472		30592	4142	2461	1428		34033	34033	5160295
7513	164278		73235	8400	13892	2695	1403	210923		
02450	617140		65340	63620	40387	22111	1403	574959		
0000			90000	16848	5265	5565	14258	48064	48064	19864
2500			82500	14996	01	5023	12420	50060	50060	5160296
0000	457500		172500	31844	31445	10588	26678	529445		
2500	1540000		172500	31409	169505	99596	26678	1182630		
65536	42004	11472		7631	3132	2938		39635	39635	5160297
31330	262645	16800	1885	14731	16354	5482	785	243978		
22230	794897	16800	20533	118486	47491	45633	785	621835		
3200	18200			1323	1065	611		15201	15201	5160298
76750	175175	1575		4562	10340	1805		160043		
76750	175175	1575		21053	10340	7772		137585		
40600	31675	8925		5099	2375	1798		21328	21328	5160299
10425	95725	14700		10128	6460	3572		90265		
10425	95725	14700		13022	6460	4641		86302		
7088	7088			270	415	215		6188	6188	19858
12863	12863			1191	752	523		10397	10397	5160300
19951	19951			1451	1167	738		16585		
19951	19951			1461	1167	738		16585		
39350	28600	9750		5249	2243	1680		26978	26978	5160301
01500	172250	29250		12597	11787	4514	118	172384		
59267	630017	29250		87733	35567	31943	118	500906		
89925	89925				5261			84664		
89925	89925			9784	5262	3733		71141		
7200	7200				421	83		6691	6691	5160302
7200	7200				421	38		6691		
7200	7200				421	38		6691		

TELE BROADCASTING-HUN
#0712

PERIOD END DATE 08-31-76

REGULAR			OVERTIME			TOTAL			CHECK NUMBER		
NO.	EARNED	EARNED	NO.	EARNED	EARNED	NO.	EARNED	EARNED	NO.	EARNED	EARNED
6908	22303	9366	16639	7027	2856	2596	10710	25617	25617	5148686	
6573	160358	9566	16639	7027	10904	2598	10710	155134			
5396	526231	9366	19749	11102	735159	38544	10710	455556			
5500	45500			6147	2659	2818	25	31851	31851	5148687	
7513	227613			6147	13313	2818	25	203310			
9113	749113			13589	843823	46611	25	522756			
2500	42500			5954	2484	2160	25	31877	31877	5148688	
7500	207500			5954	12137	2160	25	187224			
9712	661923		7789	9217	33722	33162	25	505632			
2643			42642	4258	2492	1467	1403	33023	33023	5148689	
2449	152806		42642	4258	11431	1467	1403	176890			
2416	605563		54748	5947	837926	20663	1403	540926			
7500	457500				26179			421321			
0000	1340000				28224	784239	89008	1084506			
0051	42624	5328	105	6900	2812	2544	785	35020	35020	5148690	
7794	220551	5328	1885	6900	13222	2544	785	204343			
3694	752333	5328	20533	11065	544355	40595	785	582200			
1175	26600	1575		5239	1648	1194		22094	22094	5148691	
6550	155975	1575		5239	9275	1194		144842			
5550	155975	1575		19730	5275	7161		122364			
0250	34475	5775		5029	2355	1774		31092	31092	5148692	
0825	64050	5775		5029	4085	1774		58937			
5325	64050	5775		7928	4085	2843		54974			
0700	31200	19500		7345	2966	2734	118	37534	37534	5148693	
3150	143550	19500		7345	9544	2734	118	143406			
0917	601417	19500		8246	436324	30062	118	471926			
9925	89925				5261			84664			
9925	89925				9764	5262	3736	71141			
	245702		59391		20272		00	246103			
0037		41544			47902	17285	13066				
	1880936		61167		115351		00	1750071			
0879		41544			47902	17289	13066				
	5046135		102619		542174		00	4413003			
1543		41544			911396	512509	13066				

PAYROLL REGISTER

COMPANY NAME NO DEPT. NO. PERIOD ENDING DATE
HEFTEL BROADCASTING-HUN. 712 810 8/15/76 8/

EMPLOYEE NUMBER	EMPLOYEE NAME	RATE	HOURS		EARNINGS			FED. W/T	F.I.
			REGULAR	OVERTIME	REGULAR	O.T. & OTHER	TOTAL		
710306CV	SECURITAN	4.0720	8000	375	32576	3939	36515	6198	2
810378L	LUCAS	455.00		225	45500	113	45613	8170	2
810380DN	KIMOTO	425.00			42500		42500	5954	2
810382AT	BRADY	4.4420	8000		35536		35536	2838	2
810385K	WONG	9.3750	20000	1600	187500	22500	210000	59413	12
810386KA	LEO	4.4400	8000		35520		35520	4708	2
810388ST	TANABE	3.5000	8800	1200	30800	6300	37100	5024	2
810389MC	WONG	3.5000	8000	300	28000	1575	29575	2894	1
810395JR	MILLER	3.2500	3200	1250	10400	6094	16494	1033	
810900GS	CROYDON	3.0000	5100	2650	15300	11925	27225	3370	1

CURRENT	REGULAR HOURS	OVERTIME HOURS	REGULAR EARNINGS	OVERTIME & OTHER EARNINGS	GROSS EARNINGS	FEDERAL WITHHOLDING
REGULAR PRE-PAY	691.00	81.00	4635.32	524.46	5160.78	996.
NUMBER OF EMPLOYEES	ACTIVE 10	INACTIVE	YEAR TO DATE ADJUSTMENT NEW YEAR TO DATE TOTAL		56459.11	8634.

ROLL REGISTER

ENDING

DATE PREPARED

CHECKS DATED

PAGE NUMBER

1/15/76

8/17/76

3/19/76

15

EARNINGS			TAXES				TOTAL OTHER DEDUCTIONS	NET PAY	CHECK NUMBER	YEAR-TO-DATE			
AM	O.T. & OTHER	TOTAL	FED. W/T	F.I.C.A.	STATE W/T	S.D.I. & CITY W/T				GROSS EARNINGS	FEDERAL WITH. TAX	F.I.C.A.	STATE WITH. TAX
576	3939	36515	6198	2136	2171			26010	537591	606588	104000	35203	36346
500	113	45613	8170	2656	2826			31949	537592	703613	127751	41164	43793
500		42500	5934	2486	2160			31900	537593	627212	862163	6238	31003
536		35556	2836	2079	1011			29610	537594	617773	552205	5434	19216
500	22500	210000	59413	12285	14203		12500	111599	537595	1540000	282247	34239	89008
520		35520	4708	2076	1689			27045	537596	730633	103755	41547	38151
600	6200	57100	5024	2170	1796			28110	537597	130375	16491	7627	5967
000	1575	29575	2894	1730	1069			23882	537598	29575	2894	1730	1069
400	6094	16494	1033	965	534			13962	537599	570217	751363	3358	27329
300	11925	27225	3370	1593	1252			21010	537600	89925	9784	5262	3738
GROSS EARNINGS			TAXES				TOTAL OTHER DEDUCTIONS	NET PAY					
4.46		5160.78	996.00	301.90	287.11		125.00	3450.77					
ENT		56459.11	8634.94	3219.02	2956.20								
AL													

BANK OF HAWAII
FINANCIAL DATA SERVICES
CUSTOMER PAYROLL

PAYROLL REGIST

COMPANY NAME

NO.	DEPT NO
1	1
2	2
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PERIOD ENDING

DATE _____

HOSPITAL BROADCASTING-MON.

712 310

-131174

4

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EMPLOYEE NUMBER	EMPLOYEE NAME	RATE	HOURS		EARNINGS			FED. WIT	F.
			REGULAR	OVERTIME	REGULAR	O.T. & OTHER	TOTAL		
710-000V	SEKURITAN	4.0720	800	300	32534	1245	37079	632	2
810-070L	LUCAS	455.00			45500		45500	2147	2
810-070N	KIMOTO	425.00			42500		42500	5454	2
810-070A	PRADY	4.4420	800		35530		39090	3547	3
810-070K	KONG	9.3750	800		75000		82500	14964	4
810-070A	LTD	4.4400	800	450	35072	3000	42072	5381	2
810-070S	TANABE	3.5000	800	400	30500	2100	32600	4164	1
810-070C	MORG	3.5000							
810-070J	MILLER	3.2500	550	350	17700	4631	22331	2170	1
810-070S	CROYDON	3.0000	4400	450	13300	2025	15225	1069	

ROLL REGISTER

ENDING
31/76

DATE PREPARED
6/03/76

CHECKS DATED
6/05/76

PAGE NUMBER
15

EARNINGS			TAXES				TOTAL OTHER DEDUCTIONS	NET PAY	CHECK NUMBER	YEAR-TO-DATE			
R	O.T. & OTHER	TOTAL	FED. W/T	F.I.C.A.	STATE W/T	S.D.I. - CITY W/T				GROSS EARNINGS	FEDERAL WITH. TAX	F.I.C.A.	STATE WITH. TAX
01	1345	57073	6323	2153	2211		719	25911	522949	570073	9720233167	34175	
02		45500	9147	2652	2818			31373	522950	658000	11958138496	40967	
03		42500	5954	2438	2160		25	31375	522951	584712	8026233752	28843	
04		59000	6547	2237	1227		1403	30620	522952	582237	5238423355	18205	
05		52500	14993	4820	5023		1425	4357	522953	1330000	22253471954	74805	
72	3000	42072	5881	2461	2132		785	30813	522954	695113	5904730469	36462	
06	2100	32900	4184	1423	1512			25279	522955	93275	114675457	4171	
07	4831	22531	2170	1325	477		11	14300	522956	553723	7410332393	26795	
08	2025	15325	1065	891	458			12807	522957	62700	64143669	2486	

OTHER DGS	GROSS EARNINGS	FEDERAL WITHHOLDING TAX	F.I.C.A.	STATE WITHHOLDING TAX	S.D.I. & CITY WITHHOLDING TAX	TOTAL OTHER DEDUCTIONS	NET PAY
0.01	3596.97	522.70	210.43	144.13		172.99	2506.61
ENT AL	51298.33	7633.94	2917.12	2449.39		BANK OF HAWAII FINANCIAL DATA SERVICES CUSTOMER PAYROLL	

0 0 1 0 0 3 2 3 1

COMPANY NAME NO. DEPT NO. PERIOD ENDING DATE
HEFTEL BROADCASTING-HUN. 712 810 1/15/76 71

EMPLOYEE NUMBER	EMPLOYEE NAME	RATE	HOURS		EARNINGS			FED. W/T	F
			REGULAR	OVERTIME	REGULAR	O.T. & OTHER	TOTAL		
710305CV	SEGURITAN	4.0720	6800	1600	32834	6408	42242	7453	4
810378L	LUCAS	455.00			45500		45500	8147	2
810860DY	KIMOTO	425.00			42500		42500	5954	2
810382AT	BRADY	4.4420	6300		39090		39090	3547	4
810885EK	WONG	9.3750	6800		82500		82500	14995	4
810886KA	LEO	4.4400	3800	1050	39072	6999	46071	6561	2
810388ST	TANABE	3.5000	8000	300	28000	4200	32200	4044	1
810395JK	MILLER	3.2300	6000	350	26000	1706	27706	3145	1
810900GS	CROYDON	3.0000	6300	1500	18900	6750	25650	3055	1

CURRENT	REGULAR HOURS	OVERTIME HOURS	REGULAR EARNINGS	OVERTIME & OTHER EARNINGS	GROSS EARNINGS	FEDERAL WITHHOLDING
REGULAR PRE PAY	575.00	53.00	3575.96	260.63	3834.59	589
NUMBER OF EMPLOYEES	ACTIVE	INACTIVE	YEAR TO DATE ADJUSTMENT NEW YEAR TO DATE TOTAL		47701.36	7110

ROLL REGISTER

PENDING DATE PREPARED
15/76 7/19/76

CHECKS DATED
7/21/76

PAGE NUMBER
15

EARNINGS			TAXES				TOTAL OTHER DEDUCTIONS	NET PAY	CHECK NUMBER	YEAR-TO-DATE			
LN	O.T. & OTHER	TOTAL	FED. W/T	F.I.C.A.	STATE W/T	S.D.I. & CITY W/T				GROSS EARNINGS	FEDERAL WITH. TAX	F.I.C.A.	STATE WITH. TAX
534	6408	42242	7453	2471	2583			29725508357		532994	9147430998	31964	
500		45500	8147	2662	2818			31873508358		612500	11143435834	38149	
500		42500	5954	2486	2160			31900508359		542212	7430831266	26683	
590		39090	3547	2237	1227			32029508360		543147	4883731068	16978	
500		62500	14995	4826	5023		12500	45155508361		1247500	20783867128	69782	
172	6999	45071	6561	2655	2401			34414508362		653041	9316637008	34330	
500	4200	32200	4044	1884	1465			24807508363		60375	72833532	2659	
500	1706	27706	3145	1621	1162			21778508364		530592	7193331057	25918	
500	6750	25650	3055	1501	1143			19951508365		47475	53452778	2028	
OTHER GS			GROSS EARNINGS		FEDERAL WITHHOLDING TAX		F.I.C.A.	STATE WITHHOLDING TAX		S.D.I. & CITY WITHHOLDING TAX		TOTAL OTHER DEDUCTIONS	NET PAY
0.63			3834.59		569.12		224.33	199.82				125.00	2716.32
ENT AL			47701.36		7116.18		2706.69	2484.91				BANK OF HAWAII FINANCIAL DATA SERVICES CUSTOMER PAYROLL	

COMPANY NAME
OFFICE OF THE DISTRICT ATTORNEY

NO. 112 DEPT. NO. 510

ROLL REGISTER
PERIOD ENDING 5/30/78
DATE 7/1

EMPLOYEE NUMBER	EMPLOYEE NAME	RATE	HOURS		EARNINGS			FED. W/T	F
			REGULAR	OVERTIME	REGULAR	O.T. & OTHER	TOTAL		
81080001	SMITH, J. F.	1.3720	1500	350	1914.00	218.25	2172.25	20.90	1
8108731	LUCAS	3.55.00			4550.00		4550.00	614.70	1
8108502	KIMBLE	375.00			3750.00		3750.00	510.40	1
8108503	SMITH	1.3720	500		686.00		686.00	8.47	1
8108504	SMITH	1.3720	1500		2058.00		2058.00	27.73	1
8108864	LEE	4.4400	800	250	3907.20	169.93	5607.00	825.10	1
8108905	TENADE	3.5500	800	800	2847.50	42.00	2817.50	322.90	1
8108906	MILLER	3.2500	800	345	2880.00	164.19	4541.90	645.50	1
8109000	CRAYTON	1.0000	800	450	1800.00	20.25	2182.50	22.90	1

CURRENT	REGULAR HOURS	OVERTIME HOURS	REGULAR EARNINGS	OVERTIME & OTHER EARNINGS	GROSS EARNINGS	FEDERAL WITHHOLDING
REGULAR PRE-PAY	54.50	73.00	3355.83	422.25	3773.08	549.10
NUMBER OF EMPLOYEES	ACTIVE	INACTIVE	YEAR TO DATE ADJUSTMENT NEW YEAR TO DATE TOTAL		43805.77	6547.10

ROLL REGISTER

ENDING DATE PREPARED 7/02/76

CHECKS DATED 7/07/76

PAGE NUMBER 15

EARNINGS		TAXES				TOTAL OTHER DEDUCTIONS	NET PAY	CHECK NUMBER	YEAR-TO-DATE			
O.T. & OTHER	TOTAL	FED. W/T	F.I.C.A.	STATE W/T	S.D.I. & CITY W/T				GROSS EARNINGS	FEDERAL WITH. TAX	F.I.C.A.	STATE WITH. TAX
2165	21725	2696	1271	1113		710	15739	497210	490752	84011	28527	29381
	45500	6147	2662	2818			31873	497211	567000	103287	32172	35331
	37500	5104	2194	1823		25	28354	497212	499712	68354	28780	24523
	29050	4547	2337	1327		1402	50326	497213	504057	45290	28781	15751
	52500	14996	4324	5023		14250	43397	497214	1165000	192842	26302	64759
16593	56070	8261	2174	3120		785	40723	497215	606970	86605	34313	31929
4200	28175	3259	1644	1194			22094	497216	28175	3239	1648	1194
16517	45419	6450	2357	2357		118	33827	497217	503186	68789	29456	24756
2025	21525	2290	1277	885			17373	497218	21825	2290	1277	885

Seigle Schiller Rolfs & Wood, Inc.

Advertising, Public Relations and Marketing Services, Financial Plaza of the Americas, Honolulu, Hawaii 96813

Jack M. Seigle
President

November 3, 1977

Dear Jeff:

I think we have all information requested.

1. Enclosed with this letter you will find copies of all SSR&W invoices to FRIENDS OF CEC HEFTEL COMMITTEE.
2. Six payments totaling \$6,908.48 were made by this agency to Hawaii Production Center for work done on the primary and general campaigns. A listing of those net payments follows:

June payment	\$ 742.66
July payment	1,445.66
August payment	842.05
September payment	1,503.69
October payment	617.26
November payment	<u>1,757.16</u>
	\$6,908.48

3. According to our records, a total of \$73,000 was paid to Rowan, Decker, Sanders, and Bleich of San Francisco by the FRIENDS OF CEC HEFTEL COMMITTEE for television production work on the primary and general campaign.
4. Total net payments made by this agency to KGMB-TV during the primary and general elections were as follows:

EXHIBIT "H"

Mr. Jeff Watanabe
November 3, 1977
Page 2

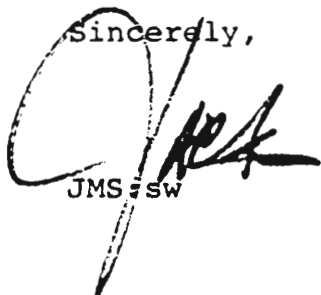
<u># Spots/Programs</u>	<u>Net Paid</u>
10	\$ 2,766.04
2	442.00
154	21,630.59
21	3,520.09
4	1,043.12
9	2,187.90
<u>137</u>	<u>26,973.95</u>
total 337	\$58,563.69

5. Total net payments made by this agency to KGMB Radio during the primary and general elections were as follows:

<u># Spots</u>	<u>Net Paid</u>
144	\$ 1,225.22
6	67.18
48	424.32
180	1,882.92
80	798.25
<u>6</u>	<u>63.65</u>
464	\$ 4,461.54

If you need additional information, just ask. All of this was extracted from the invoices enclosed with this letter.

Sincerely,



JMS:sw

Mr. Jeffrey N. Watanabe
Kobayashi Koshiba and Watanabe
745 Fort Street, Suite 814
Honolulu, Hawaii 96813

cc: Congressman Cec Heftel
J. Rolfs

Seigle Schiller Rolfs & Wood, Inc.

Advertising, Public Relations and Marketing Services. Financial Plaza of the Pacific, Honolulu, Hawaii 96813

FRIENDS OF SEC HEFTTEL COMMITTEE

P. O. Box 581
Honolulu, Hawaii 96809

Attention: Mr. Ed Wong

BILL NO. **No 2744**

DATE **December 31, 1976**

TERMS **Net 10 Days**

CLIENT NO.

MEDIA: _____

PRODUCT/DIVISION **PRIMARY**

ORDER/ESTIMATE NO. _____

DESCRIPTION			NET
CREDIT BALANCE (Invoice #2681)			(14,418.59)
<u>RADIO</u>			
K-108 - 717 - 66 spots - 9/1-10/1	611.52		
KISA - 687 - 95 spots - 9/1-10/1	449.28		
- 790 - 10 spots - 10/2	52.00		
KKUA - 675 - 110 spots - 9/1-10/1	1,511.12		
KQMQ - 684 - 56 spots - 9/1-10/1	314.50		
- 729 - 10 spots - 10/2	<u>56.16</u>		2,994.58
<u>NEWSPAPER</u>			
19062- Hawaii Times - 9/2,9/7,9/16,9/20, 9/22,9/28,9/30,10/1 - 8 units	1,630.72		
19070 - United Chinese Press - 9/6,9/15, 9/21,9/23,9/28,9/30,10/1 - 7 units	545.00		
19071 - Pacific Courier - 9/2,9/15,9/29	549.12		
19125 - Hawaii Record Bulletin - 9/13	343.20		
19152 - Pacific Journal - 9/25	176.80		
19191 - Honolulu Star-Bulletin & Advertiser 9/28-29, 9/30-10/1 - 2 units	32235.94		
19203 - Honolulu Star-Bulletin & Advertiser 10/3 - Sunday	<u>646.46</u>		<u>7,128.24</u>
Total Credit Balance			(4,295.77)

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

A FINANCE CHARGE of 1% per month, the PERIODIC RATE, will be charged on all balances remaining unpaid after thirty (30) days. The PERIODIC RATE equals an ANNUAL PERCENTAGE RATE OF 12%.



Bozell & Jacobs/Pacific. Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

FRIENDS OF CEC HEFTTEL COMMITTEE

BILL **2748**

Page 2

DATE **December 31, 1976**

Attention: Mr. Ed Wong

TERMS **Net 10 Days**

CLIENT NO.

MEDIA: _____

PRODUCT/DIVISION **GENERAL**

ORDER/ESTIMATE NO. _____

DESCRIPTION			NET
NEWSPAPER (con't)			
Honolulu Star-Bulletin & Advertiser			
19354 - 1 Sunday - 10/24	1,389.90		
19354 - 1 unit - 11/3	763.78		
19376 - 1 unit - 10/26	1,413.34		
19377 - 1 unit - 10/27	890.76		
19379 - 1 unit - 10/28	1,413.34		
19396 - 1 unit - 10/31	1,282.15		
19399 - 1 unit - 10/29-30	890.76		
19432 - 1 unit - 11/1	<u>562.28</u>		<u>16,991.96</u>
Balance due SSR&W, Inc.			15,350.72
			5

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

A FINANCE CHARGE of 1% per month, the PERIODIC RATE, will be charged on all balances remaining unpaid after thirty (30) days. The PERIODIC RATE equals an ANNUAL PERCENTAGE RATE OF 12%.

Seigle Schiller Rolfs & Wood, Inc.

Advertising, Public Relations and Marketing Services. Financial Plaza of the Pacific, Honolulu, Hawaii 96813

FRIENDS OF CEC HEFTTEL COMMITTEE

P. O. Box 581
Honolulu, Hawaii 96809

Attention: Mr. Ed Wong

BILL NO. **No 2748**

DATE **December 31, 1976**

TERMS **Net 10 Days**

CLIENT NO.

MEDIA: _____

PRODUCT/DIVISION **GENERAL**

ORDER/ESTIMATE NO. _____

DESCRIPTION		NET
CREDIT BALANCE (Invoice #2744)		(4,295.77)
<u>RADIO</u>		
K-108 - 754 - 6 spots - 10/4-10/17	112.32	
- 755 - 8 spots - 10/4-10/17	55.99	
- 815 - 28 spots - 10/18-11/1	287.04	
- 832 - 11 spots - 11/2	91.52	
KISA - 763 - 88 spots - 10/4-11/1	411.84	
- 820 - 16 spots - 10/25-11/1	74.88	
- 835 - 10 spots - 11/2	52.00	
KQM - 760 - 54 spots - 10/4-11/1	303.26	
- 823 - 10 spots - 11/2	56.16	
KUMU - 756 - 26 spots - 10/4-10/17	388.96	
- 811 - 42 spots - 10/18-11/1	644.80	
- 834 - 11 spots - 11/2	<u>175.76</u>	2,654.53
<u>NEWSPAPER</u>		
19299 - Hawaii Times - 10/19,20,21,26,27, 28,29,11/1 - 8 times	1,630.72	
19300 - New China Daily - 10/18,20,22,26, 28,29,11/1 - 7 times	600.60	
19301 - United Chinese Press - 10/19,21,22, 25,27,29,11/1 - 7 times	546.00	
19302 - Pacific Courier - 10/19,20/26	356.08	
19303 - Pacific Journal - 10/25	176.80	
HONOLULU STAR-BULLETIN & ADVERTISER		
19332 - 1 unit - 10/18	2,108.13	
19333 - 1 unit - 10/21-22	1,413.34	
19343 - 1 unit - 10/21-22	653.22	
19353 - 1 unit - 10/25	<u>890.76</u>	

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

A FINANCE CHARGE of 1% per month, the PERIODIC RATE, will be charged on all balances remaining unpaid after thirty (30) days. The PERIODIC RATE equals an ANNUAL PERCENTAGE RATE OF 12%.

Seigle Schiller Rolfs & Wood, Inc.

Advertising, Public Relations and Marketing Services. Financial Plaza of the Pacific, Honolulu, Hawaii 96813

BILL NO. **No 2679**

FRIENDS OF CEC HEFTTEL COMMITTEE
P.O. Box 581
Honolulu, Hawaii 96809

DATE **November 30, 1976**

TERMS **Net 10 Days**

Attention: **Mr. Ed Wong**

CLIENT NO.

MEDIA: _____

PRODUCT/DIVISION **PRIMARY**

ORDER/ESTIMATE NO. _____

DESCRIPTION							NET
Credit Balance							(154,333.98)
<u>RADIO</u>							
K-108	720	11 spots	10/2		91.52		
KCCN	688	72 spots	9/1 - 10/1		477.36		
	748	5 spots	10/2		25.48		
KGU	672	98 spots	9/1 - 10/1		1035.32		
	721	11 spots	10/2		171.37		
KGMB	671	144 spots	9/1 - 10/1		1441.44		
	722	6 spots	10/2		79.04		
KHVV	681	56 spots	9/1 - 10/1		1030.64		
KHSS	682	66 spots	9/1 - 10/1		463.32		
	723	6 spots	10/2		37.44		
KKUA	728	10 spots	10/2		132.08		
KOHO	686	98 spots	9/1 - 10/1		524.16		
	733	11 spots	10/2		68.64		
KPOI	683	66 spots	9/1 - 10/1		463.32		
	724	10 spots	10/2		62.40		
KUMU	677	77 spots	9/1 - 10/1		1114.88		
	727	10 spots	10/2		124.80		
KZOO	689	36 spots	9/1 - 10/1		208.00		
	731	10 spots	10/2		67.60		
							7,618.81
<u>TELEVISION</u>							
KGMB	4722	132 spots	8/20 - 10/1		16971.76		
	4725	8 spots	8/16 - 8/19		2496.00		
	4726	5 spots	8/29 - 9/26		1300.00		
	4730	1 spot	8/16		312.00		
	4736	2 spots	9/13		520.00		

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

A FINANCE CHARGE of 1% per month, the PERIODIC RATE, will be charged on all balances remaining unpaid after thirty (30) days. The PERIODIC RATE equals an ANNUAL PERCENTAGE RATE OF 12%.



SEIGLE SCHILLER ROLFS & WOODK INC.

Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

FRIENDS OF CEC HEFTKL COMMITTEE

Page 2

Attention: Mr. Ed Wong

BILL 2679

DATE

TERMS

CLIENT NO.

MEDIA: _____

PRODUCT/DIVISION _____ ORDER/ESTIMATE NO. _____

DESCRIPTION							NET
TELEVISION (CONTINUED)							
KGMB	4740	9 spots	9/17 - 10/1		3839.68		
	4741	12 spots	9/17 - 9/30		301.60		
	4742	9 spots	9/9 - 9/30		4680.00		
	4758	9 spots	9/10 - 9/12		2574.00		
	4764	1 spot	9/18		520.00		
	4765	2 spots	10/3		395.20		
	4776	2 spots	9/28 - 10/1		1040.00		
	4777	4 spots	10/3		1040.00		
KHON	4723	33 spots	9/4 - 10/1		5502.64		
	4735	19 spots	8/25 - 9/29		3059.68		
	4760	8 spots	9/10 - 10/1		1820.00		
	4763	8 spots	9/19 - 10/1		1711.84		
KIKU	4746	56 spots	9/1 - 10/1		2620.80		
KITV	4727	32 spots	8/20 - 10/1		7292.48		
	4751	12 spots	9/8 - 10/1		1316.64		59,314.32
NEWSPAPER							
19067 Hawaii Hochi 9/1,9,14,21,23,27,29							
10/1 8 units					1630.72		
19069 New China Daily Press 9/8,13,20,22,27							
9/29, 10/1 7 units					600.60		2,231.32
Credit Total							(85,169.53)

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

A FINANCE CHARGE of 1% per month, the PERIODIC RATE, will be charged on all balances remaining unpaid after thirty (30) days. The PERIODIC RATE equals an ANNUAL PERCENTAGE RATE OF 12%.

Seigle Schiller Rolfs & Wood, Inc.

Advertising, Public Relations and Marketing Services. Financial Plaza of the Pacific, Honolulu, Hawaii 96813

BILL NO. **No 2681**

FRIENDS OF CEC HEFTEL COMMITTEE

P.O. Box 581

Honolulu, Hawaii 96809

DATE **November 30, 1976**

TERMS **Net 10 Days**

Attention: **Mr. Ed Wong**

CLIENT NO.

MEDIA: _____

PRODUCT/DIVISION **GENERAL**

ORDER/ESTIMATE NO. _____

DESCRIPTION							NET
CREDIT BALANCE (Invoice #2679)							(85,169.53)
<u>RADIO</u>							
KCCN	753	20	spots	10/4 - 10/17	132.60		
	814	44	spots	10/18 - 11/1	333.84		
	824	10	spots	11/2	43.68		
KGU	750	20	spots	10/4 - 10/17	213.20		
	751	10	spots	10/4 - 10/17	84.24		
	808	63	spots	10/18 - 11/1	765.96		
KGTB	833	10	spots	11/2	74.10		
	749	24	spots	10/4 - 10/17	499.20		
	818	180	spots	10/4 - 10/17	2215.20		
KHSS	805	80	spots	10/18 - 11/1	939.12		
	828	6	spots	11/2	74.88		
	758	24	spots	10/4 - 10/17	168.48		
KHVV	812	34	spots	10/18 - 11/1	262.08		
	825	6	spots	11/2	37.44		
	757	20	spots	10/4 - 10/17	384.80		
KKUA	809	34	spots	10/18 - 11/1	638.56		
	752	14	spots	10/4 - 10/17	434.72		
	816	72	spots	10/18 - 11/1	1208.48		
KOHO	830	10	spots	11/2	149.76		
	764	88	spots	10/4 - 11/1	480.48		
	759	48	spots	10/4 - 10/17	168.48		
KPOI	813	68	spots	10/18 - 11/1	262.08		
	827	10	spots	11/2	62.40		
	836	11	spots	11/2	68.64		
KZOO	761	32	spots	10/4 - 11/1	185.12		
	837	10	spots	11/2	67.60		
							9,955.14

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

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SEIGLE SCHILLER ROLFS & WOOD, INC.

Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

FRIENDS OF CEC HEFTEL COMMITTEE

BILL 2681

Page 2

DATE

Attention: Mr. Ed Wong

TERMS

CLIENT NO.

MEDIA: _____

PRODUCT/DIVISION _____

ORDER/ESTIMATE NO. _____

DESCRIPTION						NET
TELEVISION						
KGMB	4769	5 spots	10/31 - 11/1	633.36		
	4784	16 spots	10/3 - 10/9	3493.36		
	4787	7 spots	10/10 - 10/31	2288.00		
	4889	19 spots	10/17 - 10/23	4012.32		
	4790		10/10 - 10/16	4154.80		
	4825	2 spots	10/10	676.00		
	4826	1 spot	10/10	126.88		
	4827	2 spots	10/15	416.00		
	4829	20 spots	10/15 - 10/24	4487.60		
	4834	14 spots	10/25 - 10/31	3987.36		
	4838	3 spots	11/1	736.32		
	4841	2 spots	10/23 - 10/30	55.12		
	4849	1 spot	10/20	488.80		
	4850	17 spots	10/24 - 10/30	2933.84		
	4883	2 spots	11/1	332.28		
	4884	1 spot	10/30	832.00		
KHON	4792	33 spots	10/4 - 11/1	6587.36		
	4801	4 spots	10/10 - 10/31	262.08		
	4802	5 spots	10/3 - 10/31	2303.60		
	4803	2 spots	10/16 - 10/23	759.20		
	4815	4 spots	10/16 - 10/31	436.80		
	4842	17 spots	10/16 - 10/31	5553.60		
	4864	8 spots	10/26 - 10/31	765.44		
KIKU	4793		10/4 - 11/1	1632.80		
	4818		10/12 - 11/1	468.00		
KITV	4785	25 spots	10/4 - 10/31	7167.68		
	4822	2 spots	10/12 - 11/1	468.00		
	4840	2 spots	10/16 - 10/17	416.00		
	4846	13 spots	10/18 - 11/1	1746.16		
	4851	18 spots	10/25 - 11/1	944.32		
						59,165.08

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SEIGLE SCHILLER ROLFS & WOOD, INC.

Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

FRIENDS OF CEC HEFTTEL COMMITTEE

Page 3

Attention: Mr. Ed Wong

BILL 2681

DATE

TERMS

CLIENT NO.

MEDIA: _____

PRODUCT/DIVISION _____

ORDER/ESTIMATE NO. _____

DESCRIPTION			NET
<u>NEWSPAPER</u>			
19296 Hawaii Hochi 10/18,20,22,26,27,28, 10/29, 11/1 8 units			<u>1,630.72</u>
Total Credit Balance			(14,418.59)

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SEIGLE SCHILLER ROLFS & WOOD, INC.

Bozell & Jackson, Inc. Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

FRIENDS OF CEC HEFTEL

BILL No 2497

Attention: Mr. Eddie Wong

DATE Oct. 31, 1976

TERMS Net 10 Days

CLIENT NO.

MEDIA: _____

PRODUCT/DIVISION _____

ORDER/ESTIMATE NO. _____

DESCRIPTION			NET
PRODUCTION			
<u>Seven :60 English Language Radio Spots (5817)</u>			
Talent	572.56		
Audio Tape Production & Dubbing	175.57		
Production Supervision	<u>187.20</u>	935.33	
<u>Japanese & Filipino Radio Spots (5819)</u>			
Translating & Announcer Fees	1,090.23		
Audio Tape Production & Dubbing	376.84		
Production Supervision	<u>270.40</u>	1,737.47	
<u>:60 Radio "Shipping Strike" Spot (5823)</u>			
Talent	79.90		
Audio Production & Dubbing	68.51		
Production Supervision	<u>41.60</u>	190.01	
<u>:60 Radio "Rohlfing Abolish Civil Service" Spot (5824)</u>			
Talent	79.90		
Audio Production & Dubbing	72.80		
Production Supervision	<u>20.80</u>	173.50	
<u>"Heftel Brochure #2" (1010)</u>			
Copy for "A Most Unusual Man"		41.60	
<u>Foreign Language Ad Reprints (1016)</u>			
Art & Assembly		343.20	
<u>Full Page Newspaper "Proof Positive" Ad (1023)</u>			
Type	140.11		
Negatives & Veloxes	75.38		
Art & Assembly	<u>135.20</u>	350.69	

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SEIGLE SCHILLER ROLFS & WOOD, INC.

Advertising and Public Relations, Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

FRIENDS OF CEC HEFTEL

Attention: Mr. Eddie Wong

Page - 2 -

BILL 2497

DATE Oct. 31, 1976

TERMS Net 10 Days

CLIENT NO.

MEDIA: _____

PRODUCT/DIVISION _____

ORDER/ESTIMATE NO. _____

DESCRIPTION			NET
<input type="checkbox"/> <u>"Rohlfing's Plan for Hawaii" Newspaper Ad (1024)</u>			
Type	121.06		
Negatives & Veloxes	51.88		
Art & Assembly	<u>135.20</u>	308.14	
<input type="checkbox"/> <u>"Toward A New Beginning" Newspaper Ad (1026)</u>			
Negatives & Veloxes	103.33		
Art & Assembly	<u>72.80</u>	176.13	
<input type="checkbox"/> <u>Newspaper Ad "Democrat or Republican" (1027)</u>			
Type	127.86		
Negatives & Veloxes	44.17		
Art & Assembly	<u>135.20</u>	307.23	
<input type="checkbox"/> <u>"Political Bossism" Newspaper Ad (1028)</u>			
Type	122.97		
Art & Assembly	<u>104.02</u>	226.97	
(JobbCancelled / Never Ran)			
<u>Revise of Mahalo Ad (1029)</u>			
Negatives & Veloxes	70.96		
Art & Assembly	<u>41.60</u>	112.56	
<u>7"x17" "If You Have Any Doubts" Newspaper Ad (1031)</u>			
Type	76.47		
Negatives & Veloxes	69.51		
Art & Assembly	<u>156.00</u>	301.98	
<u>Miscellaneous Broadcast Docket (B-77)</u>			
Tapes	23.85		
Production Expenses	19.00		
Sound Transfer	<u>29.59</u>	72.44	
	Net		

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SEIGLE SCHILLER POLFUSS & WOOD, INC.

Advertising and Public Relations, Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

FRIENDS OF CEC HEFTEL

BILL 2497

Attention: Mr. Eddie Wong

DATE Oct. 31, 1976

Page - 3 -

TERMS Net 10 Days

CLIENT NO.

MEDIA: _____

PRODUCT/DIVISION _____

ORDER/ESTIMATE NO. _____

DESCRIPTION			NET
Miscellaneous Docket (1000)			
Production Expenses	Net	22.50	
Messenger Service-Sep2.	Net	41.44	
Telephone-Oct.-Calif.	Net	45.43	
		<u>109.42</u>	5,386.67

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SEIGLE SCHILLER ROLFS & WOOD, INC.

Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

Friends of Cec Heftel Committee

Attention: Mr. Eddie Wong

BILL No 2486

DATE 10/23/76

TERMS

CLIENT NO.

MEDIA: _____

PRODUCT/DIVISION _____

ORDER/ESTIMATE NO. _____

DESCRIPTION			NET
Eli Bleich Expenses, filming Inouye Endorsement Spots	Net		525.37
			✓

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**SLAGLE SCHILLER ROLFS & WOOD, INC.**

Bozelle Jacobs Pacific Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

Friends of Cec Heftel Committee
851 Cooke Street
Honolulu, Hawaii

Attention: Mr. Eddie Wong

BILL No 2482

DATE 10/21/76

TERMS Net 10 Days

CLIENT NO.

MEDIA _____

PRODUCT/DIVISION _____

ORDER/ESTIMATE NO. _____

DESCRIPTION			NET
PRODUCTION			
<u>Miscellaneous Broadcast Docket (B77)</u>			
Slides of revised disclaimer	55.06		
Type for TV card	15.29		
Velox for card	12.85		
Dubs for 4 TV stations	283.87		
Adding pictures to 2 existing spots	<u>195.77</u>	562.84	
<u>Senator Inouye Endorsement TV Spots (5798)</u>			
TV Production time & dubs	793.78		
Production Supervision	<u>145.60</u>	939.38	
<u>30 Second "Right to Vote" Radio Spot (5802)</u>			
Talent	183.46		
Audio Production	130.60		
Filipino Translation	36.10		
Copywriting	5.20		
Production Supervision	<u>124.80</u>	480.16	
<u>Japanese & Ilocano TV Spots (5806)</u>			
Talent	86.56		
Translations	36.10		
Dubs	42.83		
Audio Production	288.75		
Production Supervision	<u>83.20</u>	537.44	
<u>Inouye Radio Spots (5807)</u>			
Talent	53.26		
Audio Production	152.33		
Production Supervision	<u>83.20</u>	288.79	

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BEIGLE SCHILLER ROLPS & WOOD, INC.

Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

Friends of Cec Heftel Committee**Attention: Mr. Eddie Wong****Page - 2 -****BILL 2482****DATE 10/21/76****TERMS Net 10 Days****CLIENT NO.****MEDIA:** _____**PRODUCT/DIVISION** _____**ORDER/ESTIMATE NO.** _____

DESCRIPTION			NET
<u>Filipino Endorsement TV Spots (5811)</u>			
TV Production	189.65		
Production Supervision	<u>145.60</u>	335.25	
<u>Newspaper Print Campaign (1014)</u>			
Type	78.91		
Negatives & Veloxes	64.26		
Art & Assembly	<u>93.60</u>	236.77	
<u>60" Newspaper "Mahalo" Ad (1018)</u>			
Type	9.78		
Negatives & Veloxes	36.46		
Art & Assembly	<u>218.40</u>	264.64	
<u>Mailing to Newly Registered Voters (1020)</u>			
Negatives & Veloxes	17.38		
Art & Assembly	<u>52.00</u>	69.38	
<u>Vote Flyer (1021)</u>			
Type	36.10		
Art & Assembly	124.80		
Copywriting	<u>5.20</u>	166.10	
(Job Cancelled)			
<u>"Toward a New Beginning" Brochure (1022)</u>			
One Print	23.25		
Type	48.33		
Negatives & Veloxes	23.49		
Art & Assembly	<u>145.60</u>	240.67	

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BERLIGLE SCHILLER ROLPS & WOOD, INC.

Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

Friends of Cec Heftel Committee**Attention: Mr. Eddie Wong****Page - 3 -****BILL 2482****DATE 10/21/76****TERMS Net 10 Days****CLIENT NO.****MEDIA:** _____**PRODUCT/DIVISION** _____ **ORDER/ESTIMATE NO.** _____

DESCRIPTION			NET
Miscellaneous Pocket (1000)			
Type for Disclaimer Brochure	10.40		
Messenger Service-Sept. Net	36.80		
Telephone-Sept.-San Francisco, Edgartown, Springfield Net	37.27		
Postage - Sept. Net	<u>21.27</u>	<u>105.74</u>	<u>4,227.16</u>
Less Credit for Pre-Billing of MaHalo Ad Production on Invoice #2389 dated 9/24/76			<u>(185.00)</u>
			4,042.16



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**SEIGLE SCHILLER ROLFS & WOOD, INC**

Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

Friends of Cec Heftel Committee**Attention: Mr. Eddie Wong****BILL No 2478****DATE 10/15/76****TERMS****CLIENT NO.****MEDIA:** _____**PRODUCT/DIVISION** _____**ORDER/ESTIMATE NO.** _____

DESCRIPTION			NET
<u>RADIO</u>			
Oct. 2nd - Radio Buy 12 Stations	986.73		
General Election Radio Buy 13 Stations	<u>8,604.90</u>		9,591.63
<u>TELEVISION</u>			
KQMB - Islander Baseball 6, 30-second spots	1,716.00		
- NFL Football Buy 10/3 (4:30)	1,040.00		
- 30's & 60's 10/3-10/9	3,493.36		
- Football Buy 10/10-10/31	2,288.00		
- American Baseball League Playoff 10/10	676.00		
- 2 minute - Adjacent to Baseball League Playoff - 10/10	126.88		
- 30's & 60's 10/10-10/16	4,154.80		
- :30 Satellite Coverages of Double Header - 2 Flights - 10/15	416.00		
- 5 minute & 2 minute Buy 10/15-10/24	4,487.60		
KHON - :30 & :60 NFL Football 10/3-10/31	2,303.60		
- :30 World Series Buy 10/15-10/23	1,518.40		

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**SEIGLE SCHILLER ROLFS & WOOD, INC.**

Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

Friends of Cae Heftel CommitteeBILL **2478****Attention: Mr. Eddie Wong**DATE **10/15/76****Page 2**

TERMS

CLIENT NO.

MEDIA: _____

PRODUCT/DIVISION _____

ORDER/ESTIMATE NO. _____

DESCRIPTION		NET
<u>TELEVISION (con't)</u>		
KHON - Filipino Fiesta Buy 10/10-10/31	262.08	
- :30's & :60's 10/4-11/1	6,587.36	
- Filipino Fiesta 3:60's - 10/16-10/31	655.20	
KIKU - 30's & 60's 10/4-11/1	1,452.88	
- Filipino Buy 2 & 5 minute - 10/9-11/1	1,632.80	
KITV - :30 & :60 10/4-10/31	7,167.68	
- :30 Buy 10/12-11/1	468.00	
KGMB - 30's & 60's 10/17-10/23	<u>4,158.96</u>	44,605.60
<u>NEWSPAPER</u>		
Ethnic Print Ads	4,950.92	
Honolulu Star-Bulletin & Advertiser Full page, 9 col. x 21½" - 10/18 Unit	<u>2,185.66</u>	7,136.58
<u>PRODUCTION</u>		
Shooting of Slides for Revised Disclather		<u>55.06</u>
		61,388.87

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**SEFTE SCHILLER ROLFS & WOOD, INC.**

Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

Friends of Coc Heftel Committee**Attention: Mr. Eddie Wong****BILL No 2454****DATE October 21, 1976****TERMS****CLIENT NO.****MEDIA:** _____**PRODUCT/DIVISION** _____**ORDER/ESTIMATE NO.** _____

DESCRIPTION			NET
<u>TELEVISION</u>			
10 Station Revised Buy, 10/20-11/1	760.76		
KGMB - 4841 - :30 Saturday Fights 10/23 & 10/30	60.32		
KHON - 4842 - 2 & 3 minute Buy 10/15-11/1	5,553.60		
KITV - 4840 - :60 Aloha Week Parade 10/16 & 10/17	<u>416.00</u>		6,790.68
<u>NEWSPAPER</u>			
Honolulu Star-Bulletin & Advertiser			
19332 - 1 unit - Oct. 18 SB/ADV	2,128.44		
19333 - 2 units - 10/21-22, 10/28-29	2,744.14		
19343 - 1 unit - 10/21-22	659.52		
19353 - 1 unit - 10/25-26	899.34		
19354 - 2 units - 10/24, 10/28-29	2,955.54		
19364 - 1 unit - 11/3 SB/ADV	<u>719.47</u>		<u>10,106.45</u>
			16,897.13

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SEIGLE SCHILLER ROLFS & WOOD & INC.

Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

Friends of Cec Heftel

Attention: Eddie Wong

BILL No 2391

DATE 9/28/76

TERMS

CLIENT NO.

MEDIA _____

PRODUCT/DIVISION _____

ORDER/ESTIMATE NO. _____

DESCRIPTION			NET
HNA Print Campaign, insertions 9/28 & 9/29 and 9/30 & 10/1, 6 column x 21½"			3,235.94
KGB-TV 5-minute buy, 9/28 to 10/1			<u>1,040.00</u>
			5,315.94

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**SEIGLE SCHILLER RULFS & WOOD, INC.**

Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

Friends of Cec Heftel Committee
851 Cooke Street
Honolulu, Hawaii

Attention: Mr. Eddie Wong

BILL No 2389

DATE 9/24/76

TERMS Net 10 Days

CLIENT NO.

MEDIA: _____

PRODUCT/DIVISION _____

ORDER/ESTIMATE NO. _____

DESCRIPTION			NET
Advance Billing for Post-Primary Mahalo Ad:			
Space			738.82
Production			<u>185.00</u>
			923.82

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**SEIGLE SCHILLER ROLFS & WOOD, INC.**

~~XXXXXXXXXX~~ Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

**Friends of Cec Heftel
851 Cooke Street**

Attention: Eddie Wong

BILL No 2386

DATE 9/20/76

TERMS

CLIENT NO.

MEDIA: _____

PRODUCT/DIVISION _____

ORDER/ESTIMATE NO. _____

DESCRIPTION			NET
Additional 5-minute buy on KGMB-TV to air 9/18/76			520.00
Additional 5-minute and 2-minute buy on KGMB-TV to air 10/3			395.20
9/25 Insertion in the Pacific Journal (Filipino language newspaper)			<u>176.80</u>
			1,092.00

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**SEIGLE SCHILLER ROLFS & WOOD, INC.****Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211****Friends of Cec Heftal
851 Cooke Street****Attention: Eddie Wong****BILL No 2378****DATE 9/13/76****TERMS Net 10 Days****CLIENT NO.****MEDIA:** _____**PRODUCT/DIVISION** _____**ORDER/ESTIMATE NO.** _____

DESCRIPTION			NET
For: 1/2 page Ad in the Mormon Church Hawaii Record Bulletin			343.20

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.**A FINANCE CHARGE of 1% per month, the PERIODIC RATE, will be charged on all balances remaining unpaid after thirty (30) days. The PERIODIC RATE equals an ANNUAL PERCENTAGE RATE OF 12%.**

SEIGLE SCHILLER ROLFS & WOOD, INC.**XXXXXXXXXX** Inc. Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211**Friends of Cec Heftel Committee
851 Cooke Street****Attention: Eddie Wong****BILL N° 2342****DATE 9/9/76****TERMS Net 10 Days****CLIENT NO.****MEDIA:** _____**PRODUCT/DIVISION** _____**ORDER/ESTIMATE NO.** _____

DESCRIPTION			NET
For Channel 9 Buy, Islanders Baseball 3 30-second spots			858.00

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SEIGLE SCHILLER ROLFS & WOOD, INC.

Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

**Friends of Cec Heftel Committee
851 Cooke Street**

Attention: Eddie Wong

BILL No 2334

DATE 9/8/76

TERMS Net 10 Days

CLIENT NO.

MEDIA: _____

PRODUCT/DIVISION _____ **ORDER/ESTIMATE NO.** _____

DESCRIPTION			NET
K-108 Radio Buy for 3 Weeks, 9/11-10/1			611.52

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

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SEIGLE SCHILLER ROLFS & WOOD, INC.



Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

FRIENDS OF CEC HEFTEL

BILL No 2387

DATE August 31, 1976

TERMS Net 10 Days

CLIENT NO.

MEDIA: _____

PRODUCT/DIVISION _____

ORDER/ESTIMATE NO. _____

DESCRIPTION			NET
<u>PRODUCTION</u>			
Hawaii 1st Wave TV - 8 spots - 4:30's, 3:60's, 1:5 minute (5777)			
Negatives & Veloxes for Disclaimer Cards	86.63		
Production time & dubbing	2,039.74		
Air freight	10.44		
Production supervision	270.40		
Art & assembly	41.60	2,448.81	
<u>Series of Radio Spots - 16 English, 9 Japanese, 9 Filipino (5779)</u>			
Talent	1,662.05		
Audio recording for 34 spots	795.32		
Japanese & Filipino translation	363.07		
Production supervision	956.80		
Copywriting	124.80	3,902.04	
<u>Mailing to First Congressional District (1011)</u>			
Type	39.54		
Copywriting	41.60	80.14	
<u>Tabloid Revision (1013)</u>			
Type	41.60		
Negatives & Veloxes	9.30		
Art & Assembly	93.60	144.50	

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

A FINANCE CHARGE of 1% per month, the PERIODIC RATE, will be charged on all balances remaining unpaid after thirty (30) days. The PERIODIC RATE equals an ANNUAL PERCENTAGE RATE OF 12%.



SEIGLE SCHILLER ROLFS & WOOD, INC.

Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

FRIENDS OF CEC HEFTEL

BILL 2387

DATE August 31, 1976

TERMS Net 10 Days

CLIENT NO.

MEDIA:

PRODUCT/DIVISION

ORDER/ESTIMATE NO.

DESCRIPTION			NET
<u>Foreign Language Print Campaign - 2 Ads</u> <u>In Japanese, Chinese, Filipino (1015)</u>			
Type	146.84		
Negatives & veloxes	278.12		
Translation & typesetting in Chinese, Japanese and Filipino	138.71		
2 Mounted Zinc Cuts of Heftel ad in Chinese	109.41		
3 Foreign Language ads, 5,000 Japanese, 5,000 Chinese, 2,500 Filipino	397.04		
Art & assembly	<u>291.20</u>	1,361.32	
<u>Brochure (1017)</u>			
Type	164.41		
Negatives & veloxes	16.15		
Art & assembly	520.00		
Copywriting	<u>10.40</u>	710.96	
<u>Mormon Church Hawaii Record Bulletin Ad</u> <u>(1019)</u>			
Type	65.46		
Negatives & veloxes	39.27		
Art & Assembly	<u>124.80</u>	229.53	
<u>Still Photography (1000)</u>			
Transfer, stock & still photos	225.51		
One 11x14 print	<u>12.85</u>	238.36	
<u>Miscellaneous Docket (1000)</u>			
Air freight	Net 52.20		
July telephone - California	Net 38.37		
Messenger - July	Net 25.43		
August postage	<u>Net 6.50</u>	122.50	

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SEIGLE SCHILLER ROLFS & WOOD, INC.

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Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

FRIENDS OF CEC HEFTEL

BILL 2387

DATE August 31, 1976

TERMS Net 10 Days

CLIENT NO.

MEDIA: _____

PRODUCT/DIVISION _____

ORDER/ESTIMATE NO. _____

DESCRIPTION			NET
Credit for Usage Fee Billed July Less Advance Payment for Radio Production		<u>(150.00)</u>	9,688.16 <u>(2,000.00)</u> 7,688.16

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

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SEIGLE SCHILLER ROLFS & WOOD, INC.

Public Relations. Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

Friends of Cec Heftel Committee
851 Cooke Street

Attention: Eddie Wong

BILL No 2299

DATE 8/27/76

TERMS Net 10 Days

CLIENT NO.

MEDIA: _____

PRODUCT/DIVISION _____

ORDER/ESTIMATE NO. _____

DESCRIPTION			NET
KIEU-TV, Channel 13 television buy 9/1-10/1 (includes 30-seconds, 60-second, 5-minute, 2-minute and Suma Tournament)			2,620.80

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

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SEIGLE SCHILLER ROLYS & WOOD, INC.

Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

Friends of Cec Heftel Committee
851 Cooke Street

Attn: Eddie Wong

BILL No 2298

DATE 8/27/76

TERMS Net 10 Days

CLIENT NO.

MEDIA: _____

PRODUCT/DIVISION _____

ORDER/ESTIMATE NO. _____

DESCRIPTION			NET
5-minute program buy, 3 stations, 9/8-10/1			7,173.92
2-minute program buy, 3 stations, 9/17-10/1			<u>6,495.84</u>
			13,669.76

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

A FINANCE CHARGE of 1% per month, the PERIODIC RATE, will be charged on all balances remaining unpaid after thirty (30) days. The PERIODIC RATE equals an ANNUAL PERCENTAGE RATE OF 12%.



SEIGLE SCHILLER ROLFS & WOOD, INC.

~~Advertising and Public Relations~~ Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

Friends of Cec Heftel Committee
851 Cooke Street

Attention: Eddie Wong

BILL No 2295

DATE August 26, 1976

TERMS Net 10 Days

CLIENT NO.

MEDIA: _____

PRODUCT/DIVISION _____

ORDER/ESTIMATE NO. _____

DESCRIPTION			NET
For Spot Radio Buy, 9/1-10/1 12 stations (including Japanese and Filipino)			9,041.76

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

A FINANCE CHARGE of 1% per month, the PERIODIC RATE, will be charged on all balances remain-
ing unpaid after thirty (30) days. The PERIODIC RATE equals an ANNUAL PERCENTAGE RATE OF 12%.

SEIGLE SCHILLER ROLFS & WOOD, INC.

Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

Friends of Csc Heftel Committee**BILL N° 2292****Attention: Mr. Eddie Wong
c/o Committee HQ
851 Cooke St.****DATE August 25, 1976****TERMS Net 10 Days****CLIENT NO.****MEDIA:** _____**PRODUCT/DIVISION** _____**ORDER/ESTIMATE NO.** _____

DESCRIPTION			NET
For Additional Spot Buy, KHON 8/25-9/29			3,079.44

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

A FINANCE CHARGE of 1% per month, the PERIODIC RATE, will be charged on all balances remaining unpaid after thirty (30) days. The PERIODIC RATE equals an ANNUAL PERCENTAGE RATE OF 12%.



SEIGLE SCHILLER ROLFS & WOOD, INC.

Public Relations, Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

Friends of Cec Heftel Committee

AttentionP Mr. Eddie Wong

BILL No 2290

DATE August 23, 1976

TERMS Net 10 Days

CLIENT NO.

MEDIA: _____

PRODUCT/DIVISION _____

ORDER/ESTIMATE NO. _____

DESCRIPTION			NET
For Ethnic Newspaper Buy			4,957.16

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

A FINANCE CHARGE of 1% per month, the PERIODIC RATE, will be charged on all balances remaining unpaid after thirty (30) days. The PERIODIC RATE equals an ANNUAL PERCENTAGE RATE OF 12%.



SEAGLE SCHILLER ROLFS & WOOD, INC.

~~XXXXXXXXXX~~ Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

Friends of Cec Heftel Committee

Attention: Mr. Eddie Wong

BILL No 2277

DATE 8/18/76

TERMS Net 10 Days

CLIENT NO.

MEDIA: _____

PRODUCT/DIVISION _____

ORDER/ESTIMATE NO. _____

DESCRIPTION			NET
KGMB Satellite Kive Golf and Tennis buy - 9/5 and 9/12 (Including 4% State Tax)			520.00

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

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SEIGLE SCHILLER ROLFS & WOOD, INC.

Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

Friends of Cec Heftetz Committee

Attention: Mr. Eddie Wong

BILL N° 2279

DATE 8/18/76

TERMS Net 10 Days

CLIENT NO.

MEDIA: _____

PRODUCT/DIVISION _____

ORDER/ESTIMATE NO. _____

DESCRIPTION			NET
For KHON-TV Buy - 8/20-10/1 Bill #2273 - 4% State Tax	Net		208.44

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

A FINANCE CHARGE of 1% per month, the PERIODIC RATE, will be charged on all balances remaining unpaid after thirty (30) days. The PERIODIC RATE equals an ANNUAL PERCENTAGE RATE OF 12%.

**SEIGLE SCHILLER ROLFS & WOOD, INC.**

Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

Friends of Cec Heftel Committee**Attention: Mr. Eddie Wong****BILL N° 2281****DATE 8/18/76****TERMS Net 10 Days****CLIENT NO.****MEDIA:** _____**PRODUCT/DIVISION** _____**ORDER/ESTIMATE NO.** _____

DESCRIPTION			NET
For KCMB-TV Buy - 8/20-10/1 Bill # 2276 - 4% State Tax	Net		671.64

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

A FINANCE CHARGE of 1% per month, the PERIODIC RATE, will be charged on all balances remaining unpaid after thirty (30) days. The PERIODIC RATE equals an ANNUAL PERCENTAGE RATE OF 12%.

**SEIGLE SCHILLER ROLFS & WOOD, INC.**

Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

Friends of Cec Heftel**Attention: Mr. Eddie Wong****BILL No 2276****DATE 8/18/76****TERMS Net 10 Days****CLIENT NO.****MEDIA:** _____**PRODUCT/DIVISION** _____**ORDER/ESTIMATE NO.** _____

DESCRIPTION			NET
For KGB-TV buy - 8/20-10/1			16,791.00

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

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SEIGLE SCHILLER ROLFS & WOOD, INC.

Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

Friends of Cac Heftel Committee

Attention: Mr. Eddie Wong

BILL No 2280

DATE 8/18/76

TERMS Net 10 Days

CLIENT NO.

MEDIA: _____

PRODUCT/DIVISION _____

ORDER/ESTIMATE NO. _____

DESCRIPTION			NET
For KITV Buy - 8/20-10/1 Bill #2274 - 4% State Tax Net			298.56

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

A FINANCE CHARGE of 1% per month, the PERIODIC RATE, will be charged on all balances remaining unpaid after thirty (30) days. The PERIODIC RATE equals an ANNUAL PERCENTAGE RATE OF 12%.



SEIGLE S HILLER ROLFS & WOOD, INC.

Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

Friends of Cec Haftel Committee

Attention: Eddie Wong

BILL No 2274

DATE 8/13/76

TERMS Net 10 Days

CLIENT NO.

MEDIA: _____

PRODUCT/DIVISION _____

ORDER/ESTIMATE NO. _____

DESCRIPTION			NET
For KITV Buy - 8/20-10/1			7,464.00

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

A FINANCE CHARGE of 1% per month, the PERIODIC RATE, will be charged on all balances remaining unpaid after thirty (30) days. The PERIODIC RATE equals an ANNUAL PERCENTAGE RATE OF 12%.



SEIGLE SCHILLER ROLFS & WOOD, INC.

Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

Friends of Cec Heftel Committee

Attention: Eddie Wong

BILL No 2273

DATE 8/13/76

TERMS Net 10 Days

CLIENT NO.

MEDIA: _____

PRODUCT/DIVISION _____

ORDER/ESTIMATE NO. _____

DESCRIPTION			NET
For KHON-TV Buy - 8/20-10/1			3,211.00

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

A FINANCE CHARGE of 1% per month, the PERIODIC RATE, will be charged on all balances remaining unpaid after thirty (30) days. The PERIODIC RATE equals an ANNUAL PERCENTAGE RATE OF 12%.



SEIGLESCHILLER ROLFS & WOOD, INC.

INCORPORATED, Advertising and Public Relations, Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

Friends of Cec Heftel Committee

Attention: Mr. Eddie Wong

BILL No 2590

DATE October 31, 1976

TERMS

CLIENT NO.

MEDIA: _____

PRODUCT/DIVISION _____

ORDER/ESTIMATE NO. _____

DESCRIPTION			NET
Addition Error on Invoice #2391			(1,040.00) ✓

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

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SEIGLE SCHILLER ROLFS & WOOD, INC.

Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

FRIENDS OF CEC REFTEL COMMITTEE
851 Cooke Street
Honolulu, Hawaii

BILL No 2247

DATE 8/5/76

TERMS Net 10 Days

CLIENT NO.

MEDIA: _____

PRODUCT/DIVISION _____

ORDER/ESTIMATE NO. _____

DESCRIPTION

NET

RGB-TV Buy for Republican Convention

2,400.00

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

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SEIGLE SCHILLER ROLFS & WOOD, INC.

~~XXXXXXXXXX~~ Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

FRIENDS OF CEC HEFTEL COMMITTEE
851 Cooke Street
Honolulu, Hawaii

BILL No 2246

DATE 8/5/76

TERMS Net 10 Days

CLIENT NO.

MEDIA: _____

PRODUCT/DIVISION _____

ORDER/ESTIMATE NO. _____

DESCRIPTION			NET
KCM9-TV Buy for Football Package			1,250.00

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

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**SEIGLE SCHILLER ROLFS & WOOD, INC.**

Public, Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

Friends of Cec Heftel
c/o Mr. Don Horio
1687 Laukahi Street
Honolulu, Hawaii 96822

BILL No 2232**DATE JULY 31, 1976****TERMS NET 10 DAYS**

CLIENT NO.

MEDIA: _____

PRODUCT/DIVISION _____

ORDER/ESTIMATE NO. _____

DESCRIPTION			NET
<u>PRODUCTION</u>			
<u>Miscellaneous Broadcast Docket (B-77)</u>			
Filming & Processing	15.90		
Film Production of Flag Pole dedication	374.64		
Pre & Post Production of Announcement			
Speech	2,818.83		
Type	<u>28.14</u>	3,210.51	
<u>Letterhead & Envelopes (1003)</u>			
Type	61.79		
Art & Assembly	260.00	321.79	
<u>Press Release Forms (1004)</u>			
Negatives & Veloxes	57.33		
Art & Assembly	<u>145.60</u>	202.93	
<u>Direct Mailing to 1st C.D. (1009)</u>			
Type	127.87		
Negatives & Veloxes	7.83		
Art & Assembly (letter, return ep, small brochure)	468.80	624.50	
<u>Tabloid (1012)</u>			
Type	200.09		
Negatives & Veloxes	9.30		
Art & Assembly	<u>364.00</u>	573.39	

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

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SEIGLE SCHILLER ROLFS & WOOD, INC.

Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

Friends of Cec Heftal
Attention: Mr. Don Horio

BILL NO. 2232 Page 2

DATE JULY 31, 1986

TERMS NET 10 DAYS

CLIENT NO.

MEDIA: _____

PRODUCT/DIVISION _____

ORDER/ESTIMATE NO. _____

DESCRIPTION			NET
<u>PRODUCTION (CONTINUED)</u>			
<u>Miscellaneous Docket (1000)</u>			
Usage Fee at \$50 per picture for three pictures in first run of campaign tabloid	Net	150.00	
Research Books	Net	7.75	
Production Expenses	Net	14.97	
Messenger Service - June	Net	11.03	
Telephone through June 30-- Washington, New York, California, Springfield	Net	61.90	245.65
			5,178.77
Credit for advance payment			(1,069.33)
			4,109.44

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

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Friends of Cec Heftel
c/o Mr. Don Norio
1687 Laukahi Street
Honolulu, Hawaii 96821

BILL No 2069

DATE 6/29/76

TERMS

CLIENT NO.

MEDIA: _____

PRODUCT/DIVISION _____

ORDER/ESTIMATE NO. _____

DESCRIPTION			NET
<u>PRODUCTION</u>			
<u>One Half of Poll Costs (1002)</u>			
1/2 of Research Cost		6,607.22	
Xeroxing 2,909 Pages	Net	<u>145.45</u>	6,752.67
<u>TV Pre-Announcement Spot (5693)</u>			
Talent		98.49	
Planning, Taping & Dubbing		1,027.93	
Type		42.83	
Negatives & Veloxes		49.68	
Art & Assembly		83.20	
Production Supervision		124.80	
Copywriting		<u>20.80</u>	1,447.73
<u>Two Pre-Announcement Radio Spots (5694)</u>			
Audio Production		115.62	
Production Supervision		<u>93.60</u>	209.22
Joe Napolitan April Trip Fee			1,510.00
Joe Napolitan April Trip Expenses	Net		640.25
Eli Bleich May Trip Fee			781.20
Eli Bleich May Trip Expenses	Net		603.98
<u>5,000 Bumper Stickers (1005)</u>			
Negatives & Veloxes		9.78	
5,000 Stickers		1,529.46	
Art & Assembly		<u>41.60</u>	1,580.84

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

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Bozell & Jacobs/Pacific. Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

Friends of Cec Heftel

BILL 2069

DATE 6/29/76

TERMS

CLIENT NO.

MEDIA: _____

PRODUCT/DIVISION _____

ORDER/ESTIMATE NO. _____

DESCRIPTION			NET
<u>Flyer for Heftel Hospitality Suite at Demo- cratic Convention (1008)</u>			
Type	100.94		
3,100 Flyers	586.82		
Art & Assembly	235.20		
Copywriting	<u>20.80</u>	943.76	
Still Photography		196.51	
<u>Miscellaneous Docket (1000)</u>			
Production Expenses-Books, Maps, Etc. Net		<u>15.31</u>	14,681.47
LESS ADVANCE PAYMENT			(14,681.47)
			-0-
CREDIT BALANCE			(1,069.33)

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

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ing unpaid after thirty (30) days. The PERIODIC RATE equals an ANNUAL PERCENTAGE RATE OF 12%.



Bozell & Jacobs/Pacific. Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

Friends of Cec Heftel Committee
P.O. Box 22700
Honolulu, Hawaii 96822

Attention: Eddie Wong, Treasurer

BILL No 1967

DATE June 1, 1976

TERMS Net 10 Days

CLIENT NO.

MEDIA: _____

PRODUCT/DIVISION _____

ORDER/ESTIMATE NO. _____

DESCRIPTION			NET
<u>PRODUCTION</u>			
One Half of Poll Costs		7,280.00	
Pre-Announcement Television & Radio Production		1,664.00	
Joe Napolitan April Trip Fee		1,560.00	
J. Napolitan April Trip Expenses		832.00	
Ell Bleich May Trip Fee		780.00	
Ell Bleich May Trip Expenses		624.00	
5,000 Bumper Stickers		1,762.80	
3,000 Small Brochures		1,040.00	
Still Photography		<u>208.00</u>	15,750.80

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Bozell & Jacobs/Pacific. Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

FRIENDSO OF CEC HEFTEL COMMITTEE
P. O. Box 22700
Honolulu, Hawaii 96822

ATTN: MR. EDDIE WONG

BILL N° 1969

DATE May 31, 1976

TERMS Net 10 days

CLIENT NO.

MEDIA: _____

PRODUCT/DIVISION _____

ORDER/ESTIMATE NO. _____

DESCRIPTION			NET
<u>RADIO</u>			
KGU - 594 - 20 Spots - 5/24-5/26	249.60		
KHSS - 598 - 18 Spots - 5/24-5/26	290.16		
KHVV - 599 - 12 Spots - 5/24-5/26	230.88		
KKUA - 601 - 12 Spots - 5/24-5/26	197.20		
KUMU - 596 - 16 Spots - 5/24-5/26	341.12		1298.96
<u>TELEVISION</u>			
KGMB - 585 - 10 Spots - 5/24-5/26	3,254.16		
KHON - 584 - 5 Spots - 5/24-5/26	990.08		
KITV - 587 - 5 Spots - 5/24-5/26	546.00		4790.24
			6089.20
			↓
			pd. to B&J

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

A FINANCE CHARGE of 1% per month, the PERIODIC RATE, will be charged on all balances remaining unpaid after thirty (30) days. The PERIODIC RATE equals an ANNUAL PERCENTAGE RATE OF 12%.

FRIEND FOR
CEC HEFTEL

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

4255801		INCLUDES APPLICABLE FEDERAL AND STATE TAXES ON MOTOR VEHICLE FUEL. PAYMENT OF WHICH IS ASSUMED BY UNION OIL COMPANY.	
MIKES UN SERV HONOLULU HAWAII		DATE 092776	
PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	7	1.17	8.19
UNION SUPER	UNION PREMIUM	UNION CUSTOM	
TIRES/BATTERIES/ACCESSORIES/SVC			
JOB NO.			
union 76		ACCOUNTING COPY	
A 003761		SALES TAX	
		TOTAL	

M 00770

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

4255801		INCLUDES APPLICABLE FEDERAL AND STATE TAXES ON MOTOR VEHICLE FUEL. PAYMENT OF WHICH IS ASSUMED BY UNION OIL COMPANY.	
MIKES UN SERV HONOLULU HAWAII		DATE 092776	
PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	11	5.57	61.27
UNION SUPER	UNION PREMIUM	UNION CUSTOM	
TIRES/BATTERIES/ACCESSORIES/SVC			
JOB NO.			
union 76		ACCOUNTING COPY	
A 003769		SALES TAX	
		TOTAL	

M 00635

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

4255884		INCLUDES APPLICABLE FEDERAL AND STATE TAXES ON MOTOR VEHICLE FUEL. PAYMENT OF WHICH IS ASSUMED BY UNION OIL COMPANY.	
MIKES UN SERV HONOLULU HAWAII		DATE 092876	
PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	9	1.40	12.60
UNION SUPER	UNION PREMIUM	UNION CUSTOM	
TIRES/BATTERIES/ACCESSORIES/SVC			
JOB NO.			
union 76		ACCOUNTING COPY	
A 503591		SALES TAX	
		TOTAL	

M 00875

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

4255801		INCLUDES APPLICABLE FEDERAL AND STATE TAXES ON MOTOR VEHICLE FUEL. PAYMENT OF WHICH IS ASSUMED BY UNION OIL COMPANY.	
MIKES UN SERV HONOLULU HAWAII		DATE 092876	
PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	25	5.58	139.50
UNION SUPER	UNION PREMIUM	UNION CUSTOM	
TIRES/BATTERIES/ACCESSORIES/SVC			
JOB NO.			
union 76		ACCOUNTING COPY	
A 503585		SALES TAX	
		TOTAL	

EXHIBIT "I"

FRIENDS OF
Cec Heftel

M 01100

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558011
MIKES UN SERV
HONOLULU HAWAII
DATE 092476
PRODUCT QTY. PRICE AMOUNT
SUPER 76 REGULAR 76 1 9.99 11.00
UNION SUPER UNION PREMIUM UNION CUSTOM
TIES/BATTERIES/ACCESSORIES/SVC
CB NO
Union 003625
ACCOUNTING COPY
SALESTAX
TOTAL 11.00

SIGNATURE OF BUYER
VEH. LICENSE NO. STATE SVC BY
* CO. IF NOT UNION AUTHORIZATION NO
OTHER REQUIRED IDENTIFICATION

M 00565

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558011
MIKES UN SERV
HONOLULU HAWAII
DATE 092476
PRODUCT QTY. PRICE AMOUNT
SUPER 76 REGULAR 76 1 5.99 5.99
UNION SUPER UNION PREMIUM UNION CUSTOM
TIES/BATTERIES/ACCESSORIES/SVC
CB NO
Union 003634
ACCOUNTING COPY
SALESTAX
TOTAL 5.99

SIGNATURE OF BUYER
VEH. LICENSE NO. STATE SVC BY
* CO. IF NOT UNION AUTHORIZATION NO
OTHER REQUIRED IDENTIFICATION

M 01050

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558011
MIKES UN SERV
HONOLULU HAWAII
DATE 092476
PRODUCT QTY. PRICE AMOUNT
SUPER 76 REGULAR 76 1 9.99 10.99
UNION SUPER UNION PREMIUM UNION CUSTOM
TIES/BATTERIES/ACCESSORIES/SVC
CB NO
Union 003617
ACCOUNTING COPY
SALESTAX
TOTAL 10.99

SIGNATURE OF BUYER
VEH. LICENSE NO. STATE SVC BY
* CO. IF NOT UNION AUTHORIZATION NO
OTHER REQUIRED IDENTIFICATION

M 00645

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558011
MIKES UN SERV
HONOLULU HAWAII
DATE 092476
PRODUCT QTY. PRICE AMOUNT
SUPER 76 REGULAR 76 1 9.99 6.45
UNION SUPER UNION PREMIUM UNION CUSTOM
TIES/BATTERIES/ACCESSORIES/SVC
CB NO
Union 003620
ACCOUNTING COPY
SALESTAX
TOTAL 6.45

SIGNATURE OF BUYER
VEH. LICENSE NO. STATE SVC BY
* CO. IF NOT UNION AUTHORIZATION NO
OTHER REQUIRED IDENTIFICATION

42558011
MIKES UN SERV
HONOLULU HAWAII
DATE 092476
PRODUCT QTY. PRICE AMOUNT
SUPER 76 REGULAR 76 1 7.29 5.00
UNION SUPER UNION PREMIUM UNION CUSTOM
TIES/BATTERIES/ACCESSORIES/SVC
CB NO
Union 003724
ACCOUNTING COPY
SALESTAX
TOTAL 5.00

42558011
MIKES UN SERV
HONOLULU HAWAII
DATE 092476
PRODUCT QTY. PRICE AMOUNT
SUPER 76 REGULAR 76 1 11.99 7.50
UNION SUPER UNION PREMIUM UNION CUSTOM
TIES/BATTERIES/ACCESSORIES/SVC
CB NO
Union 003731
ACCOUNTING COPY
SALESTAX
TOTAL 7.50

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

FRIENDS OF
Cec Heftel

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M 00500

M 00780

EDWONG SPECIAL ACCOUNT

42558811

MIKES UN SERV
HONOLULU HAWAII

DATE 092876

PRODUCT QTY. PRICE AMOUNT

SUPER 76 REGULAR 76 67 699 470

UNION SUPER UNION PREMIUM UNION CUSTOM

TIES/BATTERIES/ACCESSORIES/SVC

SALES TAX

TOTAL 470

ACCOUNTING COPY

UNION 503605

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER

VEH. LICENSE NO. STATE SVC BY

* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

FRRIENDS OF CEC HEFTEL

42558811

MIKES UN SERV
HONOLULU HAWAII

DATE 092876

PRODUCT QTY. PRICE AMOUNT

SUPER 76 REGULAR 76 7 25

UNION SUPER UNION PREMIUM UNION CUSTOM

TIES/BATTERIES/ACCESSORIES/SVC

SALES TAX

TOTAL 725

ACCOUNTING COPY

UNION 503594

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER

VEH. LICENSE NO. STATE SVC BY

* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

Friends of Cec Heftel

42558811

MIKES UN SERV
HONOLULU HAWAII

DATE 092876

PRODUCT QTY. PRICE AMOUNT

SUPER 76 REGULAR 76 110 699 770

UNION SUPER UNION PREMIUM UNION CUSTOM

TIES/BATTERIES/ACCESSORIES/SVC

SALES TAX

TOTAL 770

ACCOUNTING COPY

UNION 003672

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER

VEH. LICENSE NO. STATE SVC BY

* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

Friends of Cec Heftel

42558811

MIKES UN SERV
HONOLULU HAWAII

DATE 092976

PRODUCT QTY. PRICE AMOUNT

SUPER 76 REGULAR 76 117 677 1165

UNION SUPER UNION PREMIUM UNION CUSTOM

TIES/BATTERIES/ACCESSORIES/SVC

SALES TAX

TOTAL 1165

ACCOUNTING COPY

UNION 003693

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER

VEH. LICENSE NO. STATE SVC BY

* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

Friends of Cec Heftel

42558811

MIKES UN SERV
HONOLULU HAWAII

DATE 092976

PRODUCT QTY. PRICE AMOUNT

SUPER 76 REGULAR 76 68 730 650

UNION SUPER UNION PREMIUM UNION CUSTOM

TIES/BATTERIES/ACCESSORIES/SVC

SALES TAX

TOTAL 650

ACCOUNTING COPY

UNION 503707

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER

VEH. LICENSE NO. STATE SVC BY

* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

Friends of Cec Heftel

42558811

MIKES UN SERV
HONOLULU HAWAII

DATE 092976

PRODUCT QTY. PRICE AMOUNT

SUPER 76 REGULAR 76 5 66 330

UNION SUPER UNION PREMIUM UNION CUSTOM

TIES/BATTERIES/ACCESSORIES/SVC

SALES TAX

TOTAL 330

ACCOUNTING COPY

UNION 503710

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER

VEH. LICENSE NO. STATE SVC BY

* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

Friends of Cec Heftel

42558811

MIKES UN SERV
HONOLULU HAWAII

DATE 092976

PRODUCT QTY. PRICE AMOUNT

SUPER 76 REGULAR 76 11 65 715

UNION SUPER UNION PREMIUM UNION CUSTOM

TIES/BATTERIES/ACCESSORIES/SVC

SALES TAX

TOTAL 715

ACCOUNTING COPY

UNION 503710

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER

VEH. LICENSE NO. STATE SVC BY

* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

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42558811
MIKES UN SERV
HONOLULU HAWAII

DATE 092476

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1	6.55	6.55

UNION 503670

ACCOUNTING COPY

SIGNATURE OF BUYER: *Collins Jackson*

VEH. LICENSE NO. 7A-2119 STATE HI SVC BY 100

* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811
MIKES UN SERV
HONOLULU HAWAII

DATE 093076

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	11.5	6.11	70.26

UNION 003545

ACCOUNTING COPY

SIGNATURE OF BUYER: *KEMP*

VEH. LICENSE NO. 6M453 STATE HI SVC BY 100

* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811
MIKES UN SERV
HONOLULU HAWAII

DATE 093076

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	16.0	6.55	104.80

UNION 003542

ACCOUNTING COPY

SIGNATURE OF BUYER: *James*

VEH. LICENSE NO. 7A-2119 STATE HI SVC BY 100

* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

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42558811
MIKES UN SERV
HONOLULU HAWAII

DATE 092976

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	5.3	6.55	34.76

UNION 003533

ACCOUNTING COPY

SIGNATURE OF BUYER: *Collins Jackson*

VEH. LICENSE NO. 7A-2119 STATE HI SVC BY 100

* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811
MIKES UN SERV
HONOLULU HAWAII

DATE 093076

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	5.3	6.55	34.76

UNION 503426

ACCOUNTING COPY

SIGNATURE OF BUYER: *Collins Jackson*

VEH. LICENSE NO. 7A-2119 STATE HI SVC BY 100

* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811
MIKES UN SERV
HONOLULU HAWAII

DATE 092876

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	10.9	7.70	83.93

UNION 503606

ACCOUNTING COPY

SIGNATURE OF BUYER: *James*

VEH. LICENSE NO. 7A-2119 STATE HI SVC BY 100

* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

ED WONG

Special Account

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811

HIKES UN SERV
HONOLULU HAWAII

INCLUDES APPLICABLE FEDERAL AND STATE TAXES ON MOTOR VEHICLE FUEL, PAYMENT OF WHICH IS ASSUMED BY UNION OIL COMPANY

DATE 090976

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	9.2	739	6.80

UNION SUPER	UNION PREMIUM	UNION CUSTOM

RES/BATTERIES/ACCESSORIES/SVC
CB NO

union
803054

FORM 3-73 (NEW 6-73) PRINTED IN U.S.A.

ACCOUNTING COPY

SALES TAX
TOTAL
6.80

SIGNATURE OF BUYER
M. J. K. Koley
VEH. LICENSE NO. K-8732 STATE HI SVC BY W6
* CO. IF NOT UNION AUTHORIZATION NO.
OTHER REQUIRED IDENTIFICATION

M 01200

Ed Wong
Spec Acct

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811

HIKES UN SERV
HONOLULU HAWAII

INCLUDES APPLICABLE FEDERAL AND STATE TAXES ON MOTOR VEHICLE FUEL, PAYMENT OF WHICH IS ASSUMED BY UNION OIL COMPANY

DATE 090976

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	172	699	12.00

UNION SUPER	UNION PREMIUM	UNION CUSTOM

RES/BATTERIES/ACCESSORIES/SVC
CB NO

union
202676

FORM 3-73 (NEW 6-73) PRINTED IN U.S.A.

ACCOUNTING COPY

SALES TAX
TOTAL
12.00

SIGNATURE OF BUYER
M. J. K. Koley
VEH. LICENSE NO. K-8732 STATE HI SVC BY W6
* CO. IF NOT UNION AUTHORIZATION NO.
OTHER REQUIRED IDENTification

M 01310

Special Acct.
ED WONG

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811

HIKES UN SERV
HONOLULU HAWAII

INCLUDES APPLICABLE FEDERAL AND STATE TAXES ON MOTOR VEHICLE FUEL, PAYMENT OF WHICH IS ASSUMED BY UNION OIL COMPANY

DATE 091076

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	177	729	13.10

UNION SUPER	UNION PREMIUM	UNION CUSTOM

RES/BATTERIES/ACCESSORIES/SVC
CB NO

union
202704

FORM 3-73 (NEW 6-73) PRINTED IN U.S.A.

ACCOUNTING COPY

SALES TAX
TOTAL
13.10

SIGNATURE OF BUYER
N. H. H. H.
VEH. LICENSE NO. 2A-2035 STATE HI SVC BY NG
* CO. IF NOT UNION AUTHORIZATION NO.
OTHER REQUIRED IDENTIFICATION

M 00680

ED WONG

Special Account

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811

HIKES UN SERV
HONOLULU HAWAII

INCLUDES APPLICABLE FEDERAL AND STATE TAXES ON MOTOR VEHICLE FUEL, PAYMENT OF WHICH IS ASSUMED BY UNION OIL COMPANY

DATE 091076

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	9.7	699	6.80

UNION SUPER	UNION PREMIUM	UNION CUSTOM

RES/BATTERIES/ACCESSORIES/SVC
CB NO

union
202699

FORM 3-73 (NEW 6-73) PRINTED IN U.S.A.

ACCOUNTING COPY

SALES TAX
TOTAL
6.80

SIGNATURE OF BUYER
M. J. K. Koley
VEH. LICENSE NO. 3A-3353 STATE HI SVC BY W6
* CO. IF NOT UNION AUTHORIZATION NO.
OTHER REQUIRED IDENTification

Special Acct.
ED WONG

M 00145

FORM 3-73 (NEW 6-73) PRINTED IN U.S.A.

42558811

HIKES UN SERV
HONOLULU HAWAII

DATE 091076

PRODUCT QTY. PRICE AMOUNT

SUPER 76 REGULAR 76 10.0 699 7.45

UNION SUPER UNION PREMIUM UNION CUSTOM

RES/BATTERIES/ACCESSORIES/SVC

CB NO

union
202783

ACCOUNTING COPY

7.45

SIGNATURE OF BUYER
M. J. K. Koley
VEH. LICENSE NO. K-8732 STATE HI SVC BY W6
* CO. IF NOT UNION AUTHORIZATION NO.
OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

FORM 3-73 (NEW 6-73) PRINTED IN U.S.A.

42558811

HIKES UN SERV
HONOLULU HAWAII

DATE 091076

PRODUCT QTY. PRICE AMOUNT

SUPER 76 REGULAR 76 6.6 771 6.00

UNION SUPER UNION PREMIUM UNION CUSTOM

RES/BATTERIES/ACCESSORIES/SVC

CB NO

union
202745

ACCOUNTING COPY

6.00

SIGNATURE OF BUYER
M. J. K. Koley
VEH. LICENSE NO. K-8732 STATE HI SVC BY W6
* CO. IF NOT UNION AUTHORIZATION NO.
OTHER REQUIRED IDENTIFICATION

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ED WONG'S
Special Acct

M 00600

Special Agent

M 00100

Ed Wong Special

M 00805

42558811
MIKES UN SERV
HONOLULU HAWAII
DATE 090976

PRODUCT QTY. PRICE AMOUNT
SUPER 76 REGULAR 76 1.5 1.5 7.50
UNION SUPER UNION PREMIUM UNION CUSTOM
TIRE/BATTERIES/ACCESSORIES/SVC
JOB NO.

ACCOUNTING COPY 1.00

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811
MIKES UN SERV
HONOLULU HAWAII
DATE 090976

PRODUCT QTY. PRICE AMOUNT
SUPER 76 REGULAR 76 1.5 1.5 7.50
UNION SUPER UNION PREMIUM UNION CUSTOM
TIRE/BATTERIES/ACCESSORIES/SVC
JOB NO.

ACCOUNTING COPY 6.01

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811
MIKES UN SERV
HONOLULU HAWAII
DATE 090676

PRODUCT QTY. PRICE AMOUNT
SUPER 76 REGULAR 76 1.5 1.5 7.50
UNION SUPER UNION PREMIUM UNION CUSTOM
TIRE/BATTERIES/ACCESSORIES/SVC
JOB NO.

ACCOUNTING COPY 1.00

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811
MIKES UN SERV
HONOLULU HAWAII
DATE 090676

PRODUCT QTY. PRICE AMOUNT
SUPER 76 REGULAR 76 1.5 1.5 7.50
UNION SUPER UNION PREMIUM UNION CUSTOM
TIRE/BATTERIES/ACCESSORIES/SVC
JOB NO.

ACCOUNTING COPY 8.00

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811
MIKES UN SERV
HONOLULU HAWAII
DATE 090876

PRODUCT QTY. PRICE AMOUNT
SUPER 76 REGULAR 76 1.5 1.5 7.50
UNION SUPER UNION PREMIUM UNION CUSTOM
TIRE/BATTERIES/ACCESSORIES/SVC
JOB NO.

ACCOUNTING COPY 10.30

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811
MIKES UN SERV
HONOLULU HAWAII
DATE 090876

PRODUCT QTY. PRICE AMOUNT
SUPER 76 REGULAR 76 1.5 1.5 7.50
UNION SUPER UNION PREMIUM UNION CUSTOM
TIRE/BATTERIES/ACCESSORIES/SVC
JOB NO.

ACCOUNTING COPY 7.00

OTHER REQUIRED IDENTIFICATION

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Ed Wong
Spec. Acct.

42558811
MIKES UN SERV
HONOLULU HAWAII
DATE 091776

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76	REGULAR 76	0.249	7.50

UNION
Tires/Batteries/Accessories/SVC
JOB NO. 503794

ACCOUNTING COPY 7.50

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

M 00120

Ed Wong Special

42558811
MIKES UN SERV
HONOLULU HAWAII
DATE 090376

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76	REGULAR 76	1.14	7.50

UNION
Tires/Batteries/Accessories/SVC
JOB NO. 502781

ACCOUNTING COPY 7.50

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

M 00150

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811
MIKES UN SERV
HONOLULU HAWAII
DATE 091776

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76	REGULAR 76		

UNION
Tires/Batteries/Accessories/SVC
JOB NO. 504078

ACCOUNTING COPY

OTHER REQUIRED IDENTIFICATION

M 00840

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811
MIKES UN SERV
HONOLULU HAWAII
DATE 091776

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76	REGULAR 76	1.14	73.95

UNION
Tires/Batteries/Accessories/SVC
JOB NO. 004174

ACCOUNTING COPY

OTHER REQUIRED IDENTIFICATION

M 00575

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811
MIKES UN SERV
HONOLULU HAWAII
DATE 091776

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76	REGULAR 76	37.49	5.75

UNION
Tires/Batteries/Accessories/SVC
JOB NO. 503797

ACCOUNTING COPY

OTHER REQUIRED IDENTIFICATION

M 01000

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811
MIKES UN SERV
HONOLULU HAWAII
DATE 091776

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76	REGULAR 76	14.99	10.60

UNION
Tires/Batteries/Accessories/SVC
JOB NO. 503795

ACCOUNTING COPY

OTHER REQUIRED IDENTIFICATION

ED WONG
SPECIAL

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811

DATE
091676

MIKES UN SERV
HONOLULU HAWAII

PRODUCT QTY. PRICE AMOUNT

SUPER 76 REGULAR 76 22 14.00

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC

JOB NO.

UNION

004063

PRINTED IN U.S.A.

ACCOUNTING COPY

SIGNATURE OF BUYER
VER. LICENSE NO. STATE SVC BY
* CO. IF NOT UNION AUTHORIZATION NO.
OTHER REQUIRED IDENTIFICATION

M 01275

Ed Wong Special

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811

DATE
091676

MIKES UN SERV
HONOLULU HAWAII

PRODUCT QTY. PRICE AMOUNT

SUPER 76 REGULAR 76 17 12.75

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC

JOB NO.

UNION

004131

PRINTED IN U.S.A.

ACCOUNTING COPY

SIGNATURE OF BUYER
VER. LICENSE NO. STATE SVC BY
* CO. IF NOT UNION AUTHORIZATION NO.
OTHER REQUIRED IDENTIFICATION

M 00740

ED WONG'S
SPECIAL ACCT

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811

DATE
091676

MIKES UN SERV
HONOLULU HAWAII

PRODUCT QTY. PRICE AMOUNT

SUPER 76 REGULAR 76 16 14.00

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC

JOB NO.

UNION

004110

PRINTED IN U.S.A.

ACCOUNTING COPY

SIGNATURE OF BUYER
VER. LICENSE NO. STATE SVC BY
* CO. IF NOT UNION AUTHORIZATION NO.
OTHER REQUIRED IDENTIFICATION

M 00685

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811

DATE
091676

MIKES UN SERV
HONOLULU HAWAII

PRODUCT QTY. PRICE AMOUNT

SUPER 76 REGULAR 76 9 6.00

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC

JOB NO.

UNION

004122

PRINTED IN U.S.A.

ACCOUNTING COPY

SIGNATURE OF BUYER
VER. LICENSE NO. STATE SVC BY
* CO. IF NOT UNION AUTHORIZATION NO.
OTHER REQUIRED IDENTIFICATION

UNION
A 004073

MIKES UN SERV
HONOLULU HAWAII
DATE
091676
PRODUCT QTY. PRICE AMOUNT
SUPER 76 REGULAR 76 22 14.00
UNION SUPER UNION PREMIUM UNION CUSTOM
TIRES/BATTERIES/ACCESSORIES/SVC
JOB NO.
UNION
004063
PRINTED IN U.S.A.
ACCOUNTING COPY

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

UNION
A 504080
MIKES UN SERV
HONOLULU HAWAII
DATE
091776
PRODUCT QTY. PRICE AMOUNT
SUPER 76 REGULAR 76 17 12.75
UNION SUPER UNION PREMIUM UNION CUSTOM
TIRES/BATTERIES/ACCESSORIES/SVC
JOB NO.
UNION
004131
PRINTED IN U.S.A.
ACCOUNTING COPY

UNION
A 504080
MIKES UN SERV
HONOLULU HAWAII
DATE
091776
PRODUCT QTY. PRICE AMOUNT
SUPER 76 REGULAR 76 17 12.75
UNION SUPER UNION PREMIUM UNION CUSTOM
TIRES/BATTERIES/ACCESSORIES/SVC
JOB NO.
UNION
004131
PRINTED IN U.S.A.
ACCOUNTING COPY

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

UNION
A 504080
MIKES UN SERV
HONOLULU HAWAII
DATE
091776
PRODUCT QTY. PRICE AMOUNT
SUPER 76 REGULAR 76 17 12.75
UNION SUPER UNION PREMIUM UNION CUSTOM
TIRES/BATTERIES/ACCESSORIES/SVC
JOB NO.
UNION
004131
PRINTED IN U.S.A.
ACCOUNTING COPY

UNION
A 504080
MIKES UN SERV
HONOLULU HAWAII
DATE
091776
PRODUCT QTY. PRICE AMOUNT
SUPER 76 REGULAR 76 17 12.75
UNION SUPER UNION PREMIUM UNION CUSTOM
TIRES/BATTERIES/ACCESSORIES/SVC
JOB NO.
UNION
004131
PRINTED IN U.S.A.
ACCOUNTING COPY

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

Ed Wong Special
Account

M 00380

Ed Wong Special Unit
M 01191

ED WONG
SPECIAL

42558811

MIKES UN SERV
HONOLULU HAWAII

DATE 091576

PRODUCT QTY. PRICE AMOUNT

SUPER 76 REGULAR 76 1 7.39 7.39

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC

CB NO

SALES TAX

TOTAL 5.75

ACCOUNTING COPY

UNION 76

A 004038

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER
J. E. L. L. L.
VEH. LICENSE NO. 2-73201 STATE G. SVC BY
* CO. IF NOT UNION AUTHORIZATION NO
OTHER REQUIRED IDENTIFICATION

M 01190

Ed Wong Special Account

42558811

MIKES UN SERV
HONOLULU HAWAII

DATE 091576

PRODUCT QTY. PRICE AMOUNT

SUPER 76 REGULAR 76 161 7.39 11.90

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC

CB NO

SALES TAX

TOTAL 11.96

ACCOUNTING COPY

UNION 76

A 004033

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER
A. H. H.
VEH. LICENSE NO. BA 3085 STATE HI SVC BY
* CO. IF NOT UNION AUTHORIZATION NO
OTHER REQUIRED IDENTIFICATION

M 00525

ED WONG
SPECIAL ACCOUNT

42558811

MIKES UN SERV
HONOLULU HAWAII

DATE 091576

PRODUCT QTY. PRICE AMOUNT

SUPER 76 REGULAR 76 7.5 6.95 5.25

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC

CB NO

SALES TAX

TOTAL 5.25

ACCOUNTING COPY

UNION 76

A 004016

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER
S. A. A.
VEH. LICENSE NO. SA-3353 STATE HI SVC BY
* CO. IF NOT UNION AUTHORIZATION NO
OTHER REQUIRED IDENTIFICATION

M 00540

ED WONG'S
SPECIAL
ACCOUNT

42558811

MIKES UN SERV
HONOLULU HAWAII

DATE 091476

PRODUCT QTY. PRICE AMOUNT

SUPER 76 REGULAR 76 7.7 4.95 5.40

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC

CB NO

SALES TAX

TOTAL 5.40

ACCOUNTING COPY

UNION 76

A 003983

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER
Ed Wong
VEH. LICENSE NO. 2-2047 STATE HI SVC BY
* CO. IF NOT UNION AUTHORIZATION NO
OTHER REQUIRED IDENTIFICATION

Ed Wong's
Special
Account

M 00780

42558811

MIKES UN SERV
HONOLULU HAWAII

DATE 091476

PRODUCT QTY. PRICE AMOUNT

SUPER 76 REGULAR 76 112 1.79 7.00

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC

CB NO

SALES TAX

TOTAL 7.00

ACCOUNTING COPY

UNION 76

A 003975

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER
J. E. L. L. L.
VEH. LICENSE NO. 2-73201 STATE G. SVC BY
* CO. IF NOT UNION AUTHORIZATION NO
OTHER REQUIRED IDENTIFICATION

42558811

MIKES UN SERV
HONOLULU HAWAII

DATE 091476

PRODUCT QTY. PRICE AMOUNT

SUPER 76 REGULAR 76 102 7.39 7.55

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC

CB NO

SALES TAX

TOTAL 7.55

ACCOUNTING COPY

UNION 76

A 504157

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER
J. E. L. L. L.
VEH. LICENSE NO. 2-73201 STATE G. SVC BY
* CO. IF NOT UNION AUTHORIZATION NO
OTHER REQUIRED IDENTIFICATION

Ed Wong's
Special
Account

M 00755

ED WONG'S
SPECIAL

M 008140

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558011		DATE 091376	
HIKES UN SERV HONOLULU HAWAII			
PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76	REGULAR 76	12.49	7.45
UNION SUPER	UNION PREMIUM	UNION CUSTOM	
Tires/Batteries/Accessories/SVC			
SVC NO.			
union 76		202822	
ACCOUNTING COPY		TOTAL 7.40	

M 00890

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558011		DATE 091376	
HIKES UN SERV HONOLULU HAWAII			
PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76	REGULAR 76	12.49	8.90
UNION SUPER	UNION PREMIUM	UNION CUSTOM	
Tires/Batteries/Accessories/SVC			
SVC NO.			
union 76		504084	
ACCOUNTING COPY		TOTAL 8.90	

M 01225

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558011		DATE 091176	
HIKES UN SERV HONOLULU HAWAII			
PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76	REGULAR 76	17.50	12.25
UNION SUPER	UNION PREMIUM	UNION CUSTOM	
Tires/Batteries/Accessories/SVC			
SVC NO.			
union 76		202844	
ACCOUNTING COPY		TOTAL 12.25	

M 00800

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558011		DATE 091176	
HIKES UN SERV HONOLULU HAWAII			
PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76	REGULAR 76	10.50	8.00
UNION SUPER	UNION PREMIUM	UNION CUSTOM	
Tires/Batteries/Accessories/SVC			
SVC NO.			
union 76		502703	
ACCOUNTING COPY		TOTAL 8.00	

Ed Wong's Special

42558011		DATE 091176	
HIKES UN SERV HONOLULU HAWAII			
PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76	REGULAR 76	11.25	9.00
UNION SUPER	UNION PREMIUM	UNION CUSTOM	
Tires/Batteries/Accessories/SVC			
SVC NO.			
union 76		502675	
ACCOUNTING COPY		TOTAL 9.00	

M 00800

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558011		DATE 091176	
HIKES UN SERV HONOLULU HAWAII			
PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76	REGULAR 76	12.30	14.50
UNION SUPER	UNION PREMIUM	UNION CUSTOM	
Tires/Batteries/Accessories/SVC			
SVC NO.			
union 76		502672	
ACCOUNTING COPY		TOTAL 14.50	

Ed Wong's Special

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558011		DATE 091176	
HIKES UN SERV HONOLULU HAWAII			
PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76	REGULAR 76	14.50	14.50
UNION SUPER	UNION PREMIUM	UNION CUSTOM	
Tires/Batteries/Accessories/SVC			
SVC NO.			
union 76		502672	
ACCOUNTING COPY		TOTAL 14.50	

M 00800

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558011		DATE 091176	
HIKES UN SERV HONOLULU HAWAII			
PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76	REGULAR 76	10.50	8.00
UNION SUPER	UNION PREMIUM	UNION CUSTOM	
Tires/Batteries/Accessories/SVC			
SVC NO.			
union 76		502703	
ACCOUNTING COPY		TOTAL 8.00	

SPECIAL ACCT.
ED WONG

M 00520

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811
MIKES UN SERV
HONOLULU HAWAII
DATE 090176
PRODUCT QTY. PRICE AMOUNT
SUPER 76 REGULAR 76 4.29 10.00
UNION SUPER PREMIUM UNION CUSTOM 1.15
RES/BATTERIES/ACCESSORIES/SVC
CS NO
SALES TAX
TOTAL 11.15
ACCOUNTING COPY
union 502512

SIGNATURE OF BUYER
VEH. LICENSE NO F-7790 STATE HI SVC BY
* CO. IF NOT UNION AUTHORIZATION NO
OTHER REQUIRED IDENTIFICATION

M 00520

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811
MIKES UN SERV
HONOLULU HAWAII
DATE 090276
PRODUCT QTY. PRICE AMOUNT
SUPER 76 REGULAR 76 7.50 5.20
UNION SUPER PREMIUM UNION CUSTOM
RES/BATTERIES/ACCESSORIES/SVC
CS NO
SALES TAX
TOTAL 5.20
ACCOUNTING COPY
union 202633

SIGNATURE OF BUYER
VEH. LICENSE NO STATE HI SVC BY
* CO. IF NOT UNION AUTHORIZATION NO
OTHER REQUIRED IDENTIFICATION

M 00670

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811
MIKES UN SERV
HONOLULU HAWAII
DATE 090376
PRODUCT QTY. PRICE AMOUNT
SUPER 76 REGULAR 76 9.64 6.70
UNION SUPER PREMIUM UNION CUSTOM
RES/BATTERIES/ACCESSORIES/SVC
CS NO
SALES TAX
TOTAL 6.70
ACCOUNTING COPY
union 202480

SIGNATURE OF BUYER
VEH. LICENSE NO F-7796 STATE HI SVC BY
* CO. IF NOT UNION AUTHORIZATION NO
OTHER REQUIRED IDENTIFICATION

M 01100

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811
MIKES UN SERV
HONOLULU HAWAII
DATE 090376
PRODUCT QTY. PRICE AMOUNT
SUPER 76 REGULAR 76 1.50 1.00
UNION SUPER PREMIUM UNION CUSTOM
RES/BATTERIES/ACCESSORIES/SVC
CS NO
SALES TAX
TOTAL 1.00
ACCOUNTING COPY
union 202563

SIGNATURE OF BUYER
VEH. LICENSE NO STATE HI SVC BY
* CO. IF NOT UNION AUTHORIZATION NO
OTHER REQUIRED IDENTIFICATION

42558811
MIKES UN SERV
HONOLULU HAWAII
DATE 090376
PRODUCT QTY. PRICE AMOUNT
SUPER 76 REGULAR 76 11.15 1.00
UNION SUPER PREMIUM UNION CUSTOM
RES/BATTERIES/ACCESSORIES/SVC
CS NO
SALES TAX
TOTAL 1.00
ACCOUNTING COPY
union 502525

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811
MIKES UN SERV
HONOLULU HAWAII
DATE 090376
PRODUCT QTY. PRICE AMOUNT
SUPER 76 REGULAR 76 11.50 8.00
UNION SUPER PREMIUM UNION CUSTOM
RES/BATTERIES/ACCESSORIES/SVC
CS NO
SALES TAX
TOTAL 8.00
ACCOUNTING COPY
union 202491

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

M 00700

Ed Wong, Special

M 00805

ED WONG
SPECIAL

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

4255881		DATE 092376	
MIKES UN SERV HONOLULU HAWAII			
PRODUCT		QTY.	PRICE AMOUNT
SUPER 76	REGULAR 76	11	5499 9.00
UNION SUPER	UNION PREMIUM	UNION CUSTOM	
TIRES/BATTERIES/ACCESSORIES/SVC.		CB NO.	
Union 003838		ACCOUNTING COPY	
SALES TAX		TOTAL	
0.00		9.00	

SIGNATURE OF BUYER			
<i>David Hanabest</i>			
VEH. LICENSE NO.	STATE	SVC. BY	
64-4531	HI	G1	
* CO. IF NOT UNION		AUTHORIZATION NO.	
OTHER REQUIRED IDENTIFICATION			

M 00490

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

4255881		DATE 092376	
MIKES UN SERV HONOLULU HAWAII			
PRODUCT		QTY.	PRICE AMOUNT
SUPER 76	REGULAR 76	7	699 4.90
UNION SUPER	UNION PREMIUM	UNION CUSTOM	
TIRES/BATTERIES/ACCESSORIES/SVC.		CB NO.	
Union 003850		ACCOUNTING COPY	
SALES TAX		TOTAL	
0.00		4.90	

SIGNATURE OF BUYER			
<i>Steve Lu</i>			
VEH. LICENSE NO.	STATE	SVC. BY	
48732	HI	G1	
* CO. IF NOT UNION		AUTHORIZATION NO.	
OTHER REQUIRED IDENTIFICATION			

M 00890

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

4255881		DATE 092376	
MIKES UN SERV HONOLULU HAWAII			
PRODUCT		QTY.	PRICE AMOUNT
SUPER 76	REGULAR 76	12	671 8.00
UNION SUPER	UNION PREMIUM	UNION CUSTOM	
TIRES/BATTERIES/ACCESSORIES/SVC.		CB NO.	
Union 003857		ACCOUNTING COPY	
SALES TAX		TOTAL	
0.00		8.00	

SIGNATURE OF BUYER			
<i>Steve Lu</i>			
VEH. LICENSE NO.	STATE	SVC. BY	
3A-1095	HI	G1	
* CO. IF NOT UNION		AUTHORIZATION NO.	
OTHER REQUIRED IDENTIFICATION			

M 00600

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

4255881		DATE 090376	
MIKES UN SERV HONOLULU HAWAII			
PRODUCT		QTY.	PRICE AMOUNT
SUPER 76	REGULAR 76	2	675 6.00
UNION SUPER	UNION PREMIUM	UNION CUSTOM	
TIRES/BATTERIES/ACCESSORIES/SVC.		CB NO.	
Union 502720		ACCOUNTING COPY	
SALES TAX		TOTAL	
0.00		6.00	

SIGNATURE OF BUYER			
<i>Steve Lu</i>			
VEH. LICENSE NO.	STATE	SVC. BY	
N-7022	HI	G1	
* CO. IF NOT UNION		AUTHORIZATION NO.	
OTHER REQUIRED IDENTIFICATION			

SPECIAL ACT.
ED WONG

4255881		DATE 090176	
MIKES UN SERV HONOLULU HAWAII			
PRODUCT		QTY.	PRICE AMOUNT
SUPER 76	REGULAR 76	2	699 2.00
UNION SUPER	UNION PREMIUM	UNION CUSTOM	
TIRES/BATTERIES/ACCESSORIES/SVC.		CB NO.	
Union 502560		ACCOUNTING COPY	
SALES TAX		TOTAL	
0.00		2.00	

4255881		DATE 090176	
MIKES UN SERV HONOLULU HAWAII			
PRODUCT		QTY.	PRICE AMOUNT
SUPER 76	REGULAR 76	14	929 11.60
UNION SUPER	UNION PREMIUM	UNION CUSTOM	
TIRES/BATTERIES/ACCESSORIES/SVC.		CB NO.	
Union 502505		ACCOUNTING COPY	
SALES TAX		TOTAL	
0.00		11.60	

SIGNATURE OF BUYER			
<i>Steve Lu</i>			
VEH. LICENSE NO.	STATE	SVC. BY	
4A-4467	HI	G1	
* CO. IF NOT UNION		AUTHORIZATION NO.	
OTHER REQUIRED IDENTIFICATION			

M 00365

Ed Wong Special Agent

M 01600

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811

MIKES UN SERV
HONOLULU HAWAII

DATE 092176

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	22.99	1.00	
UNION SUPER UNION PREMIUM UNION CUSTOM			
TIRES/BATTERIES/ACCESSORIES/SVC			
JOB NO.			
SALES TAX			
TOTAL			

ACCOUNTING COPY

503955

SIGNATURE OF BUYER

VEN. LICENSE NO. STATE SVC BY

* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 00825

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811

MIKES UN SERV
HONOLULU HAWAII

DATE 092276

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	11.65	8.25	
UNION SUPER UNION PREMIUM UNION CUSTOM			
TIRES/BATTERIES/ACCESSORIES/SVC			
JOB NO.			
SALES TAX			
TOTAL			

ACCOUNTING COPY

003805

SIGNATURE OF BUYER

VEN. LICENSE NO. STATE SVC BY

* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 01100

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811

MIKES UN SERV
HONOLULU HAWAII

DATE 092476

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	15.79	11.00	
UNION SUPER UNION PREMIUM UNION CUSTOM			
TIRES/BATTERIES/ACCESSORIES/SVC			
JOB NO.			
SALES TAX			
TOTAL			

ACCOUNTING COPY

503662

SIGNATURE OF BUYER

VEN. LICENSE NO. STATE SVC BY

* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 00570

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811

MIKES UN SERV
HONOLULU HAWAII

DATE 092476

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	32.69	5.70	
UNION SUPER UNION PREMIUM UNION CUSTOM			
TIRES/BATTERIES/ACCESSORIES/SVC			
JOB NO.			
SALES TAX			
TOTAL			

ACCOUNTING COPY

503704

SIGNATURE OF BUYER

VEN. LICENSE NO. STATE SVC BY

* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

UNION 3905

42558811

MIKES UN SERV
HONOLULU HAWAII

DATE 092476

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	5.60		
UNION SUPER UNION PREMIUM UNION CUSTOM			
TIRES/BATTERIES/ACCESSORIES/SVC			
JOB NO.			
SALES TAX			
TOTAL			

ACCOUNTING COPY

003856

42558811

MIKES UN SERV
HONOLULU HAWAII

DATE 092376

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	8.69	6.00	
UNION SUPER UNION PREMIUM UNION CUSTOM			
TIRES/BATTERIES/ACCESSORIES/SVC			
JOB NO.			
SALES TAX			
TOTAL			

ACCOUNTING COPY

003856

42558811

MIKES UN SERV
HONOLULU HAWAII

DATE 092476

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	32.69	5.70	
UNION SUPER UNION PREMIUM UNION CUSTOM			
TIRES/BATTERIES/ACCESSORIES/SVC			
JOB NO.			
SALES TAX			
TOTAL			

ACCOUNTING COPY

503704

ED WORK SPECIAL ACCOUNT

M 01400

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

4255881		DATE 092176	
MIKES UN SERV HONOLULU HAWAII			
PRODUCT		QTY.	PRICE AMOUNT
SUPER 76	REGULAR 76	1	1400
UNION SUPER	UNION PREMIUM	UNION CUSTOM	
TIRES/BATTERIES/ACCESSORIES/SVC.		JCS NO.	
Union		ACCOUNTING COPY	
A 503921		TOTAL 1400	

ED WORK SPECIAL ACCOUNT

M 00470

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

4255881		DATE 092076	
MIKES UN SERV HONOLULU HAWAII			
PRODUCT		QTY.	PRICE AMOUNT
SUPER 76	REGULAR 76	1	1494
UNION SUPER	UNION PREMIUM	UNION CUSTOM	
TIRES/BATTERIES/ACCESSORIES/SVC.		JCS NO.	
Union		ACCOUNTING COPY	
A 504070		TOTAL 1494	

ED WORK SPECIAL ACCOUNT

M 00740

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

4255881		DATE 092076	
MIKES UN SERV HONOLULU HAWAII			
PRODUCT		QTY.	PRICE AMOUNT
SUPER 76	REGULAR 76	1	740
UNION SUPER	UNION PREMIUM	UNION CUSTOM	
TIRES/BATTERIES/ACCESSORIES/SVC.		JCS NO.	
Union		ACCOUNTING COPY	
A 504034		TOTAL 740	

ED WORK SPECIAL

M 00825

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

4255881		DATE 092076	
MIKES UN SERV HONOLULU HAWAII			
PRODUCT		QTY.	PRICE AMOUNT
SUPER 76	REGULAR 76	1	225
UNION SUPER	UNION PREMIUM	UNION CUSTOM	
TIRES/BATTERIES/ACCESSORIES/SVC.		JCS NO.	
Union		ACCOUNTING COPY	
A 504050		TOTAL 225	

4255881		DATE 092176	
MIKES UN SERV HONOLULU HAWAII			
PRODUCT		QTY.	PRICE AMOUNT
SUPER 76	REGULAR 76	1	710
UNION SUPER	UNION PREMIUM	UNION CUSTOM	
TIRES/BATTERIES/ACCESSORIES/SVC.		JCS NO.	
Union		ACCOUNTING COPY	
A 503777		TOTAL 710	

4255881		DATE 092176	
MIKES UN SERV HONOLULU HAWAII			
PRODUCT		QTY.	PRICE AMOUNT
SUPER 76	REGULAR 76	1	730
UNION SUPER	UNION PREMIUM	UNION CUSTOM	
TIRES/BATTERIES/ACCESSORIES/SVC.		JCS NO.	
Union		ACCOUNTING COPY	
A 503961		TOTAL 730	

4255881		DATE 092176	
MIKES UN SERV HONOLULU HAWAII			
PRODUCT		QTY.	PRICE AMOUNT
SUPER 76	REGULAR 76	1	732
UNION SUPER	UNION PREMIUM	UNION CUSTOM	
TIRES/BATTERIES/ACCESSORIES/SVC.		JCS NO.	
Union		ACCOUNTING COPY	
A 503961		TOTAL 732	

ED WONG'S
SPECIAL

4255881-
MIKES UN SERV
HONOLULU HAWAII

DATE 091776

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	22	15.50	
UNION SUPER			
UNION PREMIUM			
UNION CUSTOM			
TIRES/BATTERIES/ACCESSORIES/SVC			
CO. NO.			

ACCOUNTING COPY

SALES TAX 1550

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER

VEH. LICENSE NO. 11-332 STATE HI SVC BY

* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 01000

4255881-
MIKES UN SERV
HONOLULU HAWAII

DATE 091776

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	35	12.00	
UNION SUPER			
UNION PREMIUM			
UNION CUSTOM			
TIRES/BATTERIES/ACCESSORIES/SVC			
CO. NO.			

ACCOUNTING COPY

SALES TAX 4100

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER

VEH. LICENSE NO. C3161 STATE HI SVC BY

* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 00750

ED WONG'S
SPECIAL

4255881-
MIKES UN SERV
HONOLULU HAWAII

DATE 091776

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	10	7.50	
UNION SUPER			
UNION PREMIUM			
UNION CUSTOM			
TIRES/BATTERIES/ACCESSORIES/SVC			
CO. NO.			

ACCOUNTING COPY

SALES TAX 750

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER

VEH. LICENSE NO. B-6215 STATE HI SVC BY

* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 00800

4255881-
MIKES UN SERV
HONOLULU HAWAII

DATE 091776

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	11.5	8.00	
UNION SUPER			
UNION PREMIUM			
UNION CUSTOM			
TIRES/BATTERIES/ACCESSORIES/SVC			
CO. NO.			

ACCOUNTING COPY

SALES TAX 920

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER

VEH. LICENSE NO. 44-115 STATE HI SVC BY

* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

Ed Wong's
ccil

4255881-
MIKES UN SERV
HONOLULU HAWAII

DATE 091776

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	6	15.50	
UNION SUPER			
UNION PREMIUM			
UNION CUSTOM			
TIRES/BATTERIES/ACCESSORIES/SVC			
CO. NO.			

ACCOUNTING COPY

SALES TAX 930

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

Ed Wong's
Special Acct

4255881-
MIKES UN SERV
HONOLULU HAWAII

DATE 092076

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	72	12.50	
UNION SUPER			
UNION PREMIUM			
UNION CUSTOM			
TIRES/BATTERIES/ACCESSORIES/SVC			
CO. NO.			

ACCOUNTING COPY

SALES TAX 900

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

Ed Wong's
Special Acct

4255881-
MIKES UN SERV
HONOLULU HAWAII

DATE 092076

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	72	12.50	
UNION SUPER			
UNION PREMIUM			
UNION CUSTOM			
TIRES/BATTERIES/ACCESSORIES/SVC			
CO. NO.			

ACCOUNTING COPY

SALES TAX 900

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SPECIAL ACCT.
LAWONG

M 00965

42558811
MIKES UN SERV
HONOLULU HAWAII
DATE 091776

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1.50	29	43.50
UNION SUPER			
UNION PREMIUM			
UNION CUSTOM			
TIRES/BATTERIES/ACCESSORIES/SVC			
JOB NO.			
SALES TAX			
TOTAL			
ACCOUNTING COPY			
OTHER REQUIRED IDENTIFICATION			

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER
VEN. LICENSE NO. STATE SVC BY
* CO. IF NOT UNION AUTHORIZATION NO.

FRIENDS FOR
CEC HEFFEL

M 00165

42558811
MIKES UN SERV
HONOLULU HAWAII
DATE 092476

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	11.00	17	187.00
UNION SUPER			
UNION PREMIUM			
UNION CUSTOM			
TIRES/BATTERIES/ACCESSORIES/SVC			
JOB NO.			
SALES TAX			
TOTAL			
ACCOUNTING COPY			
OTHER REQUIRED IDENTIFICATION			

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER
VEN. LICENSE NO. STATE SVC BY
* CO. IF NOT UNION AUTHORIZATION NO.

M 00310

FRIENDS OF
CEC HEFFEL

42558811
MIKES UN SERV
HONOLULU HAWAII
DATE 092476

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	4.16	49	205.44
UNION SUPER			
UNION PREMIUM			
UNION CUSTOM			
TIRES/BATTERIES/ACCESSORIES/SVC			
JOB NO.			
SALES TAX			
TOTAL			
ACCOUNTING COPY			
OTHER REQUIRED IDENTIFICATION			

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER
VEN. LICENSE NO. STATE SVC BY
* CO. IF NOT UNION AUTHORIZATION NO.

M 00770

42558811
MIKES UN SERV
HONOLULU HAWAII
DATE 092476

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	11.00	47	517.00
UNION SUPER			
UNION PREMIUM			
UNION CUSTOM			
TIRES/BATTERIES/ACCESSORIES/SVC			
JOB NO.			
SALES TAX			
TOTAL			
ACCOUNTING COPY			
OTHER REQUIRED IDENTIFICATION			

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER
VEN. LICENSE NO. STATE SVC BY
* CO. IF NOT UNION AUTHORIZATION NO.

M 00660

42558811
MIKES UN SERV
HONOLULU HAWAII
DATE 092476

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	5.00	77	385.00
UNION SUPER			
UNION PREMIUM			
UNION CUSTOM			
TIRES/BATTERIES/ACCESSORIES/SVC			
JOB NO.			
SALES TAX			
TOTAL			
ACCOUNTING COPY			
OTHER REQUIRED IDENTIFICATION			

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER
VEN. LICENSE NO. STATE SVC BY
* CO. IF NOT UNION AUTHORIZATION NO.

M 00635

42558811
MIKES UN SERV
HONOLULU HAWAII
DATE 092476

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	9.13	77	703.01
UNION SUPER			
UNION PREMIUM			
UNION CUSTOM			
TIRES/BATTERIES/ACCESSORIES/SVC			
JOB NO.			
SALES TAX			
TOTAL			
ACCOUNTING COPY			
OTHER REQUIRED IDENTIFICATION			

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER
VEN. LICENSE NO. STATE SVC BY
* CO. IF NOT UNION AUTHORIZATION NO.

1	3.00
	6.20
	2.55
1	2.60
	7.00
	8.15
	5.20
1	4.40
	7.00
	9.00
	8.25
	9.65
	7.45
	7.10
	6.60
	8.60
	1.00
	8.00
	6.00
1	2.00
	5.00
	6.60
	5.00
1	1.80
	7.65
	4.80
	5.10
	4.60
1	4.00
	9.90
	4.25
	8.40
	6.40
	5.45
	9.05
	5.00
	6.35
	6.10
	6.60
	8.00
	7.75
	6.25
	9.15
	8.65
1	3.50
	8.15
1	0.85
	7.75
	6.50
	5.00
1	6.00
	4.15
	6.10
	6.35
	7.20
	4.50
1	0.00
	7.20
	9.30

6.95	
7.80	
7.90	
7.50	
5.60	
2.90	
9.25	
7.20	
3.75	
2.90	
7.50	
1.10	1
9.00	
0.20	1
2.70	
6.70	
7.00	
5.05	
9.50	
7.50	
6.30	
2.60	
6.95	
0.50	1
6.50	
2.50	
7.50	
6.95	
7.75	
3.15	1
5.65	
6.85	
6.50	
2.50	
2.65	
2.00	
5.50	
6.00	
7.58	
7.00	
6.15	
1.50	1
2.90	
2.50	
6.00	1
1.70	1
1.15	
2.10	
6.65	
5.25	
7.85	
7.40	
7.80	
6.70	
2.15	
5.25	
2.50	
5.85	
7.40	
2.15	
7.65	
2.70	
2.35	2
6.35	3
2.80	4
2.80	*

9 3 0.3 0 *

Friends Rev
Co Hotel

M

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

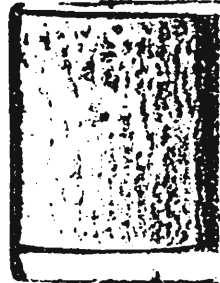
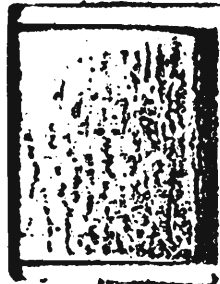
INCLUDES APPLICABLE FEDERAL AND STATE TAXES ON WHOLESALE SALES OF UNION GUN COMPANY		DATE	
PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	170	6.11	10.39
UNION PREMIUM			
UNION CUSTOM			
BATTERY ACCESSORY			
SALES TAX		6.70	
TOTAL		17.09	
ACCOUNTING COPY			
OTHER REQUIRED IDENTIFICATION			

UNION 76
504702

SIGNATURE OF BUYER
M. K. Kaman

VEN. LICENSE NO. 412777 STATE 11 SVC BY 41

CO. IF NOT UNION AUTHORIZATION NO.



7308081467

FRIENDS OF
Cec Heftel

42558841

MIKES UN SERV
HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	75	115.25	25

UNION SUPER	UNION PREMIUM	UNION CUSTOM

UNION 004970

ACCOUNTING COPY

DATE 102576

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER
VER. LICENSE NO. SA-3353 STATE HI SVC BY G1
* CO. IF NOT UNION AUTHORIZATION NO.
OTHER REQUIRED IDENTIFICATION

M 00850

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER
VER. LICENSE NO. 3B-105 STATE HI SVC BY G1
* CO. IF NOT UNION AUTHORIZATION NO.
OTHER REQUIRED IDENTIFICATION

M 00585

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER
VER. LICENSE NO. 10-2929 STATE HI SVC BY G1
* CO. IF NOT UNION AUTHORIZATION NO.
OTHER REQUIRED IDENTIFICATION

M 00740

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER
VER. LICENSE NO. F-7790 STATE HI SVC BY G1
* CO. IF NOT UNION AUTHORIZATION NO.
OTHER REQUIRED IDENTIFICATION

FRIENDS OF
Cec Heftel

42558841

MIKES UN SERV
HONOLULU HAWAII

DATE 103076

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	114	174.65	65

UNION SUPER UNION PREMIUM UNION CUSTOM

UNION 004970

ACCOUNTING COPY

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER
VER. LICENSE NO. 31013 STATE HI SVC BY G1
* CO. IF NOT UNION AUTHORIZATION NO.
OTHER REQUIRED IDENTIFICATION

M 00765

FRIENDS OF
Cec Heftel

42558841

MIKES UN SERV
HONOLULU HAWAII

DATE 102976

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	115	117.85	15

UNION SUPER UNION PREMIUM UNION CUSTOM

UNION 004961b

ACCOUNTING COPY

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER
VER. LICENSE NO. 1-7710 STATE HI SVC BY G1
* CO. IF NOT UNION AUTHORIZATION NO.
OTHER REQUIRED IDENTIFICATION

M 00815

FRIENDS OF
Cec Heftel

42558841

MIKES UN SERV
HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	100	73.97	40

UNION SUPER	UNION PREMIUM	UNION CUSTOM

UNION 004696

ACCOUNTING COPY

DATE 102776

SIGNATURE OF BUYER
VER. LICENSE NO. F-7790 STATE HI SVC BY G1
* CO. IF NOT UNION AUTHORIZATION NO.
OTHER REQUIRED IDENTIFICATION

FRIENDS OF
Cec Heftel

M 00670

11/17/76

42558841
MIKES UN SERV
HONOLULU HAWAII
DATE 102676

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	76	1.99	15.12
UNION SUPER			
UNION PREMIUM			
UNION CUSTOM			
TAXES/BATTERIES/ACCESSORIES/SVC			
JOB NO.			
ACCOUNTING COPY			
OTHER REQUIRED IDENTIFICATION			

SIGNATURE OF BUYER
VEN. LICENSE NO. STATE SVC BY
* CO. IF NOT UNION AUTHORIZATION NO.

FRIENDS OF
Cec Heftel

M 00815

42558841
MIKES UN SERV
HONOLULU HAWAII
DATE 102576

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	110	7.39	812.29
UNION SUPER			
UNION PREMIUM			
UNION CUSTOM			
TAXES/BATTERIES/ACCESSORIES/SVC			
JOB NO.			
ACCOUNTING COPY			
OTHER REQUIRED IDENTIFICATION			

SIGNATURE OF BUYER
VEN. LICENSE NO. STATE SVC BY
* CO. IF NOT UNION AUTHORIZATION NO.

3 M 00725
NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER
VEN. LICENSE NO. STATE SVC BY
* CO. IF NOT UNION AUTHORIZATION NO.

M 00785

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER
VEN. LICENSE NO. STATE SVC BY
* CO. IF NOT UNION AUTHORIZATION NO.

M 00740

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER
VEN. LICENSE NO. STATE SVC BY
* CO. IF NOT UNION AUTHORIZATION NO.

M 00780

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER
VEN. LICENSE NO. STATE SVC BY
* CO. IF NOT UNION AUTHORIZATION NO.

FRIENDS OF
Cec Heftel

42558841
MIKES UN SERV
HONOLULU HAWAII
DATE 102976

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	75	1.99	14.92
UNION SUPER			
UNION PREMIUM			
UNION CUSTOM			
TAXES/BATTERIES/ACCESSORIES/SVC			
JOB NO.			
ACCOUNTING COPY			
OTHER REQUIRED IDENTIFICATION			

SIGNATURE OF BUYER
VEN. LICENSE NO. STATE SVC BY
* CO. IF NOT UNION AUTHORIZATION NO.

FRIENDS FOR
Cec Heftel

42558841
MIKES UN SERV
HONOLULU HAWAII
DATE 102876

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	75	1.99	14.92
UNION SUPER			
UNION PREMIUM			
UNION CUSTOM			
TAXES/BATTERIES/ACCESSORIES/SVC			
JOB NO.			
ACCOUNTING COPY			
OTHER REQUIRED IDENTIFICATION			

SIGNATURE OF BUYER
VEN. LICENSE NO. STATE SVC BY
* CO. IF NOT UNION AUTHORIZATION NO.

FRIENDS FOR Cec Heftel

42558841
MIKES UN SERV
HONOLULU HAWAII
DATE 102576

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	106	6.55	694.30
UNION SUPER			
UNION PREMIUM			
UNION CUSTOM			
TAXES/BATTERIES/ACCESSORIES/SVC			
JOB NO.			
ACCOUNTING COPY			
OTHER REQUIRED IDENTIFICATION			

SIGNATURE OF BUYER
VEN. LICENSE NO. STATE SVC BY
* CO. IF NOT UNION AUTHORIZATION NO.

FRIENDS OF
Cec Heftel

42558841
MIKES UN SERV
HONOLULU HAWAII
DATE 102676

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	112	6.99	782.88
UNION SUPER			
UNION PREMIUM			
UNION CUSTOM			
TAXES/BATTERIES/ACCESSORIES/SVC			
JOB NO.			
ACCOUNTING COPY			
OTHER REQUIRED IDENTIFICATION			

SIGNATURE OF BUYER
VEN. LICENSE NO. STATE SVC BY
* CO. IF NOT UNION AUTHORIZATION NO.

Friends of
Cec Heffel

M 00810

42558841
MIKES UN SERV
HONOLULU HAWAII
DATE 102876

PRODUCT QTY. PRICE AMOUNT

SUPER 76	REGULAR 76	114	21	210
UNION SUPER	UNION PREMIUM	UNION CUSTOM		

TIRES/BATTERIES/ACCESSORIES/SVC. CO. NO.

ACCOUNTING COPY 810

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

Friends Rev
Cec Heffel

M 00665

42558841
MIKES UN SERV
HONOLULU HAWAII
DATE 102876

PRODUCT QTY. PRICE AMOUNT

SUPER 76	REGULAR 76	112	6	65
UNION SUPER	UNION PREMIUM	UNION CUSTOM		

TIRES/BATTERIES/ACCESSORIES/SVC. CO. NO.

ACCOUNTING COPY 665

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

M 01600

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

M 01170

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

M 00115

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841
MIKES UN SERV
HONOLULU HAWAII
DATE 102676

PRODUCT QTY. PRICE AMOUNT

SUPER 76	REGULAR 76	115	5	50
UNION SUPER	UNION PREMIUM	UNION CUSTOM		

TIRES/BATTERIES/ACCESSORIES/SVC. CO. NO.

ACCOUNTING COPY

OTHER REQUIRED IDENTIFICATION

42558841
MIKES UN SERV
HONOLULU HAWAII
DATE 102776

PRODUCT QTY. PRICE AMOUNT

SUPER 76	REGULAR 76	777	11	16.61
UNION SUPER	UNION PREMIUM	UNION CUSTOM		

TIRES/BATTERIES/ACCESSORIES/SVC. CO. NO.

ACCOUNTING COPY

OTHER REQUIRED IDENTIFICATION

42558841
MIKES UN SERV
HONOLULU HAWAII
DATE 102776

PRODUCT QTY. PRICE AMOUNT

SUPER 76	REGULAR 76	13	55.9	40
UNION SUPER	UNION PREMIUM	UNION CUSTOM	2	1.5 2 30

TIRES/BATTERIES/ACCESSORIES/SVC. CO. NO.

ACCOUNTING COPY

OTHER REQUIRED IDENTIFICATION

42558841
MIKES UN SERV
HONOLULU HAWAII
DATE 102776

PRODUCT QTY. PRICE AMOUNT

SUPER 76	REGULAR 76	1	115	1.15
UNION SUPER	UNION PREMIUM	UNION CUSTOM		

TIRES/BATTERIES/ACCESSORIES/SVC. CO. NO.

ACCOUNTING COPY

OTHER REQUIRED IDENTIFICATION

Friends CC
Hefel

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841		INCLUDES APPLICABLE FEDERAL AND STATE TAXES ON MOTOR VEHICLE FUEL, PAYMENT OF WHICH IS ASSURED BY UNION OIL COMPANY	
DATE		102976	
MIKES UN SERV HONOLULU HAWAII			
PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1	7.77	6.66
UNION SUPER			
UNION PREMIUM			
UNION CUSTOM			
TIRES/BATTERIES/ACCESSORIES/SVC			
JOB NO.			
UNION		ACCOUNTING COPY	
504596		TOTAL 6.66	
OTHER REQUIRED IDENTIFICATION			

M 00758

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841		INCLUDES APPLICABLE FEDERAL AND STATE TAXES ON MOTOR VEHICLE FUEL, PAYMENT OF WHICH IS ASSURED BY UNION OIL COMPANY	
DATE		102476	
MIKES UN SERV HONOLULU HAWAII			
PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1.23	6.99	7.50
UNION SUPER			
UNION PREMIUM			
UNION CUSTOM			
TIRES/BATTERIES/ACCESSORIES/SVC			
JOB NO.			
UNION		ACCOUNTING COPY	
004920		TOTAL 7.50	
OTHER REQUIRED IDENTIFICATION			

M 00700

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841		INCLUDES APPLICABLE FEDERAL AND STATE TAXES ON MOTOR VEHICLE FUEL, PAYMENT OF WHICH IS ASSURED BY UNION OIL COMPANY	
DATE		102476	
MIKES UN SERV HONOLULU HAWAII			
PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	100	6.99	7.00
UNION SUPER			
UNION PREMIUM			
UNION CUSTOM			
TIRES/BATTERIES/ACCESSORIES/SVC			
JOB NO.			
UNION		ACCOUNTING COPY	
004919		TOTAL 7.00	
OTHER REQUIRED IDENTIFICATION			

M 00615

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841		INCLUDES APPLICABLE FEDERAL AND STATE TAXES ON MOTOR VEHICLE FUEL, PAYMENT OF WHICH IS ASSURED BY UNION OIL COMPANY	
DATE		102476	
MIKES UN SERV HONOLULU HAWAII			
PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	63	7.77	6.15
UNION SUPER			
UNION PREMIUM			
UNION CUSTOM			
TIRES/BATTERIES/ACCESSORIES/SVC			
JOB NO.			
UNION		ACCOUNTING COPY	
004901		TOTAL 6.15	
OTHER REQUIRED IDENTIFICATION			

Friends CC
Hefel

M 01150

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841		INCLUDES APPLICABLE FEDERAL AND STATE TAXES ON MOTOR VEHICLE FUEL, PAYMENT OF WHICH IS ASSURED BY UNION OIL COMPANY	
DATE		102476	
MIKES UN SERV HONOLULU HAWAII			
PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	11	11.11	11.11
UNION SUPER			
UNION PREMIUM			
UNION CUSTOM			
TIRES/BATTERIES/ACCESSORIES/SVC			
JOB NO.			
UNION		ACCOUNTING COPY	
004906		TOTAL 11.11	
OTHER REQUIRED IDENTIFICATION			

Friends CC
Hefel

M 00890

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841		INCLUDES APPLICABLE FEDERAL AND STATE TAXES ON MOTOR VEHICLE FUEL, PAYMENT OF WHICH IS ASSURED BY UNION OIL COMPANY	
DATE		102676	
MIKES UN SERV HONOLULU HAWAII			
PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	176	6.99	6.92
UNION SUPER			
UNION PREMIUM			
UNION CUSTOM			
TIRES/BATTERIES/ACCESSORIES/SVC			
JOB NO.			
UNION		ACCOUNTING COPY	
004677		TOTAL 6.92	
OTHER REQUIRED IDENTIFICATION			

Friends Inc
42558841

42558841
MIKES UN SERV
HONOLULU HAWAII
DATE 102076
INCLUDES APPLICABLE FEDERAL AND STATE TAXES ON MOTOR VEHICLE FUEL, PAYMENT OF WHICH IS ASSURED BY UNION OIL COMPANY

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1	1.10	1.10
UNION SUPER PREMIUM UNION CUSTOM			
TIRES/BATTERIES/ACCESSORIES/SVC			
JOB NO.			
SALES TAX			
TOTAL			
ACCOUNTING COPY			
OTHER REQUIRED IDENTIFICATION			

ACCOUNTING COPY

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841
MIKES UN SERV
HONOLULU HAWAII
DATE 102176
INCLUDES APPLICABLE FEDERAL AND STATE TAXES ON MOTOR VEHICLE FUEL, PAYMENT OF WHICH IS ASSURED BY UNION OIL COMPANY

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	78	6.50	5.10
UNION SUPER PREMIUM UNION CUSTOM			
TIRES/BATTERIES/ACCESSORIES/SVC			
JOB NO.			
SALES TAX			
TOTAL			
ACCOUNTING COPY			
OTHER REQUIRED IDENTIFICATION			

ACCOUNTING COPY

M 00800

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841
MIKES UN SERV
HONOLULU HAWAII
DATE 102176
INCLUDES APPLICABLE FEDERAL AND STATE TAXES ON MOTOR VEHICLE FUEL, PAYMENT OF WHICH IS ASSURED BY UNION OIL COMPANY

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	73	6.50	4.75
UNION SUPER PREMIUM UNION CUSTOM			
TIRES/BATTERIES/ACCESSORIES/SVC			
JOB NO.			
SALES TAX			
TOTAL			
ACCOUNTING COPY			
OTHER REQUIRED IDENTIFICATION			

ACCOUNTING COPY

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841
MIKES UN SERV
HONOLULU HAWAII
DATE 102076
INCLUDES APPLICABLE FEDERAL AND STATE TAXES ON MOTOR VEHICLE FUEL, PAYMENT OF WHICH IS ASSURED BY UNION OIL COMPANY

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	122	8.50	10.40
UNION SUPER PREMIUM UNION CUSTOM			
TIRES/BATTERIES/ACCESSORIES/SVC			
JOB NO.			
SALES TAX			
TOTAL			
ACCOUNTING COPY			
OTHER REQUIRED IDENTIFICATION			

ACCOUNTING COPY

M 00550

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

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42558841
MIKES UN SERV
HONOLULU HAWAII
DATE 102076
INCLUDES APPLICABLE FEDERAL AND STATE TAXES ON MOTOR VEHICLE FUEL, PAYMENT OF WHICH IS ASSURED BY UNION OIL COMPANY

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	124	8.65	10.73
UNION SUPER PREMIUM UNION CUSTOM			
TIRES/BATTERIES/ACCESSORIES/SVC			
JOB NO.			
SALES TAX			
TOTAL			
ACCOUNTING COPY			
OTHER REQUIRED IDENTIFICATION			

ACCOUNTING COPY

Friends for
Cec Heftel

M 01315

Friends for
Cec Heftel

M 00565

42558841
MIKES UN SERV
HONOLULU HAWAII
DATE 102176

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	176	43.1	13.15

UNION SUPER PREMIUM UNION CUSTOM
TIRES/BATTERIES/ACCESSORIES/SVC.
JOB NO.

ACCOUNTING COPY

SALES TAX
TOTAL 8.55

OTHER REQUIRED IDENTIFICATION

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SIGNATURE OF BUYER
A. Bower
VEH. LICENSE NO. 4A-4437 STATE HI SVC. BY CO. IF NOT UNION AUTHORIZATION NO.

42558841
MIKES UN SERV
HONOLULU HAWAII
DATE 102276

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	61	49.9	5.65

UNION SUPER PREMIUM UNION CUSTOM
TIRES/BATTERIES/ACCESSORIES/SVC.
JOB NO.

ACCOUNTING COPY

SALES TAX
TOTAL 5.65

OTHER REQUIRED IDENTIFICATION

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SIGNATURE OF BUYER
A. Bower
VEH. LICENSE NO. 4A-4437 STATE HI SVC. BY CO. IF NOT UNION AUTHORIZATION NO.

42558841
MIKES UN SERV
HONOLULU HAWAII
DATE 102176

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	11.5	35	8.55

UNION SUPER PREMIUM UNION CUSTOM
TIRES/BATTERIES/ACCESSORIES/SVC.
JOB NO.

ACCOUNTING COPY

SALES TAX
TOTAL 8.55

OTHER REQUIRED IDENTIFICATION

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SIGNATURE OF BUYER
A. Bower
VEH. LICENSE NO. 4A-4437 STATE HI SVC. BY CO. IF NOT UNION AUTHORIZATION NO.

42558841
MIKES UN SERV
HONOLULU HAWAII
DATE 102176

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1.2	7.50	7.50

UNION SUPER PREMIUM UNION CUSTOM
TIRES/BATTERIES/ACCESSORIES/SVC.
JOB NO.

ACCOUNTING COPY

SALES TAX
TOTAL 7.50

OTHER REQUIRED IDENTIFICATION

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SIGNATURE OF BUYER
A. Bower
VEH. LICENSE NO. 4A-4437 STATE HI SVC. BY CO. IF NOT UNION AUTHORIZATION NO.

42558841
MIKES UN SERV
HONOLULU HAWAII
DATE 102176

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	9.9	4.95	6.95

UNION SUPER PREMIUM UNION CUSTOM
TIRES/BATTERIES/ACCESSORIES/SVC.
JOB NO.

ACCOUNTING COPY

SALES TAX
TOTAL 6.95

OTHER REQUIRED IDENTIFICATION

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SIGNATURE OF BUYER
A. Bower
VEH. LICENSE NO. 4A-4437 STATE HI SVC. BY CO. IF NOT UNION AUTHORIZATION NO.

42558841
MIKES UN SERV
HONOLULU HAWAII
DATE 102176

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1.1	55	7.70

UNION SUPER PREMIUM UNION CUSTOM
TIRES/BATTERIES/ACCESSORIES/SVC.
JOB NO.

ACCOUNTING COPY

SALES TAX
TOTAL 7.70

OTHER REQUIRED IDENTIFICATION

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SIGNATURE OF BUYER
A. Bower
VEH. LICENSE NO. 4A-4437 STATE HI SVC. BY CO. IF NOT UNION AUTHORIZATION NO.

M 00750

Friends for
Cec Heffel

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841

MIKES UN SERV
HONOLULU HAWAII

PRODUCT QTY. PRICE AMOUNT

SUPER 76	REGULAR 76	1	6.97	6.97
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UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC. JCB NO

SALES TAX

TOTAL 7.02

ACCOUNTING COPY

Union 76

A 004601

M 00630

Friends of Cec
Heffel

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841

MIKES UN SERV
HONOLULU HAWAII

PRODUCT QTY. PRICE AMOUNT

SUPER 76	REGULAR 76	90	6.97	6.30
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UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC. JCB NO

SALES TAX

TOTAL 6.30

ACCOUNTING COPY

Union 76

A 004751

M 00860

Friends for
Cec Heffel

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841

MIKES UN SERV
HONOLULU HAWAII

PRODUCT QTY. PRICE AMOUNT

SUPER 76	REGULAR 76	4.5	7.05	3.18
UNION SUPER	UNION PREMIUM	2.2	1.55	3.41

UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC. JCB NO

SALES TAX

TOTAL 6.59

ACCOUNTING COPY

Union 76

A 004707

M 00695

Friends for
Cec Heffel

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42558841

MIKES UN SERV
HONOLULU HAWAII

PRODUCT QTY. PRICE AMOUNT

SUPER 76	REGULAR 76	99	1.75	1.75
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UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC. JCB NO

SALES TAX

TOTAL 1.75

ACCOUNTING COPY

Union 76

A 004771

TELENOSES

DECKETS

M 00650

42558841

MIKES UN SERV
HONOLULU HAWAII

PRODUCT QTY. PRICE AMOUNT

SUPER 76	REGULAR 76	2	6.97	13.94
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UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC. JCB NO

SALES TAX

TOTAL 13.94

ACCOUNTING COPY

Union 76

A 004821

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

Friends for
Cec Heffel

42558841

MIKES UN SERV
HONOLULU HAWAII

PRODUCT QTY. PRICE AMOUNT

SUPER 76	REGULAR 76	14.2	7.31	10.38
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UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC. JCB NO

SALES TAX

TOTAL 10.38

ACCOUNTING COPY

Union 76

A 004829

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

M 01050

FRIENDS OF
Cec Heftel

42558841

MIKES UN SERV
HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76	1	10.20	10.20
REGULAR 76			

UNION
004937

ACCOUNTING COPY

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER
DATE
VEH. LICENSE NO. STATE SVC. BY
* CO. IF NOT UNION AUTHORIZATION NO.
OTHER REQUIRED IDENTIFICATION

M 00870

FRIENDS OF
Cec Heftel

42558841

MIKES UN SERV
HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76	1	10.20	10.20
REGULAR 76			

UNION
004936

ACCOUNTING COPY

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER
DATE
VEH. LICENSE NO. STATE SVC. BY
* CO. IF NOT UNION AUTHORIZATION NO.
OTHER REQUIRED IDENTIFICATION

M 00670

FRIENDS FOR
Cec Heftel

42558841

MIKES UN SERV
HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76	1	6.70	6.70
REGULAR 76			

UNION
004921

ACCOUNTING COPY

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER
DATE
VEH. LICENSE NO. STATE SVC. BY
* CO. IF NOT UNION AUTHORIZATION NO.
OTHER REQUIRED IDENTIFICATION

M 00700

FRIENDS FOR
Cec Heftel

42558841

MIKES UN SERV
HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76	1	7.10	7.10
REGULAR 76			

UNION
004924

ACCOUNTING COPY

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER
DATE
VEH. LICENSE NO. STATE SVC. BY
* CO. IF NOT UNION AUTHORIZATION NO.
OTHER REQUIRED IDENTIFICATION

42558841

MIKES UN SERV
HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76	1	5.00	5.00
REGULAR 76			

UNION
004954

ACCOUNTING COPY

FRIENDS OF
Cec Heftel

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841

MIKES UN SERV
HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76	1	9.90	9.90
REGULAR 76			

UNION
004744

ACCOUNTING COPY

FRIENDS OF
Cec Heftel

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

FRIENDS OF
Cec Heftel

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42558841

MIKES UN SERV
HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	2	73.9	147.8
UNION SUPER UNION PREMIUM UNION CUSTOM			

TIRES/BATTERIES/ACCESSORIES/SVC
JOB NO.

union

ACCOUNTING COPY

004654

SIGNATURE OF BUYER
VER. LICENSE NO. 3732 STATE HI SVC BY G1
* CO. IF NOT UNION AUTHORIZATION NO.
OTHER REQUIRED IDENTIFICATION

M 00375

42558841

MIKES UN SERV
HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	5	15.3	76.5
UNION SUPER UNION PREMIUM UNION CUSTOM			

TIRES/BATTERIES/ACCESSORIES/SVC
JOB NO.

union

ACCOUNTING COPY

004683

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER
VER. LICENSE NO. 7A-1036 STATE HI SVC BY 20
* CO. IF NOT UNION AUTHORIZATION NO.
OTHER REQUIRED IDENTIFICATION

M 00290

42558841

MIKES UN SERV
HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	4	69.9	279.6
UNION SUPER UNION PREMIUM UNION CUSTOM			

TIRES/BATTERIES/ACCESSORIES/SVC
JOB NO.

union

ACCOUNTING COPY

004615

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SIGNATURE OF BUYER
VER. LICENSE NO. 5A-3353 STATE HI SVC BY 49
* CO. IF NOT UNION AUTHORIZATION NO.
OTHER REQUIRED IDENTIFICATION

M 00750

42558841

MIKES UN SERV
HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	10	7.50	75.00
UNION SUPER UNION PREMIUM UNION CUSTOM			

TIRES/BATTERIES/ACCESSORIES/SVC
JOB NO.

union

ACCOUNTING COPY

004953

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER
VER. LICENSE NO. 2A-2013 STATE HI SVC BY NO
* CO. IF NOT UNION AUTHORIZATION NO.
OTHER REQUIRED IDENTIFICATION

42558841

MIKES UN SERV
HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	2	5.00	10.00
UNION SUPER UNION PREMIUM UNION CUSTOM			

TIRES/BATTERIES/ACCESSORIES/SVC
JOB NO.

union

ACCOUNTING COPY

004946

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841

MIKES UN SERV
HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1	11.00	11.00
UNION SUPER UNION PREMIUM UNION CUSTOM			

TIRES/BATTERIES/ACCESSORIES/SVC
JOB NO.

union

ACCOUNTING COPY

004952

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

Friends for Cec Heftel

42558841

MIKES UN SERV
HONOLULU HAWAII

PRODUCT

QTY.

PRICE

AMOUNT

SUPER 76 REGULAR 76

112

149

7.80

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC.

Union 003079

ACCOUNTING COPY

SALES TAX

TOTAL

7.80

OTHER REQUIRED IDENTIFICATION

DATE

101076

INCLUDES APPLICABLE FEDERAL AND STATE TAXES ON MOTOR VEHICLE FUEL, PAYMENT OF WHICH IS ASSUMED BY UNION OIL COMPANY

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER
M. Kramer
VEH. LICENSE NO. 645765
STATE HI
SVC BY ALI
* CO. IF NOT UNION AUTHORIZATION NO.
OTHER REQUIRED IDENTIFICATION

M 00790

FRIENDS for Cec Heftel

42558841

MIKES UN SERV
HONOLULU HAWAII

PRODUCT

QTY.

PRICE

AMOUNT

SUPER 76 REGULAR 76

113

149

7.90

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC.

Union 003077

ACCOUNTING COPY

SALES TAX

TOTAL

7.90

OTHER REQUIRED IDENTIFICATION

DATE

101076

INCLUDES APPLICABLE FEDERAL AND STATE TAXES ON MOTOR VEHICLE FUEL, PAYMENT OF WHICH IS ASSUMED BY UNION OIL COMPANY

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER
Cec Heftel
VEH. LICENSE NO. 645765
STATE HI
SVC BY ALI
* CO. IF NOT UNION AUTHORIZATION NO.
OTHER REQUIRED IDENTIFICATION

M 00750

FRIENDS OF Cec Heftel

42558841

MIKES UN SERV
HONOLULU HAWAII

PRODUCT

QTY.

PRICE

AMOUNT

SUPER 76 REGULAR 76

10.1

6.99

7.50

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC.

Union 003039

ACCOUNTING COPY

SALES TAX

TOTAL

7.50

OTHER REQUIRED IDENTIFICATION

DATE

100976

INCLUDES APPLICABLE FEDERAL AND STATE TAXES ON MOTOR VEHICLE FUEL, PAYMENT OF WHICH IS ASSUMED BY UNION OIL COMPANY

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER
Cec Heftel
VEH. LICENSE NO. 3A-1025
STATE HI
SVC BY ALI
* CO. IF NOT UNION AUTHORIZATION NO.
OTHER REQUIRED IDENTIFICATION

M 00560

FRIENDS OF Cec Heftel

42558841

MIKES UN SERV
HONOLULU HAWAII

PRODUCT

QTY.

PRICE

AMOUNT

SUPER 76 REGULAR 76

30

6.23

5.60

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC.

Union 003037

ACCOUNTING COPY

SALES TAX

TOTAL

5.60

OTHER REQUIRED IDENTIFICATION

DATE

100976

INCLUDES APPLICABLE FEDERAL AND STATE TAXES ON MOTOR VEHICLE FUEL, PAYMENT OF WHICH IS ASSUMED BY UNION OIL COMPANY

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER
Cec Heftel
VEH. LICENSE NO. K-3732
STATE HI
SVC BY ALI
* CO. IF NOT UNION AUTHORIZATION NO.
OTHER REQUIRED IDENTIFICATION

Friends for Cec Heftel

42558841

MIKES UN SERV
HONOLULU HAWAII

PRODUCT

QTY.

PRICE

AMOUNT

SUPER 76 REGULAR 76

112

149

7.80

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC.

Union 003057

ACCOUNTING COPY

SALES TAX

TOTAL

7.80

OTHER REQUIRED IDENTIFICATION

DATE

100976

INCLUDES APPLICABLE FEDERAL AND STATE TAXES ON MOTOR VEHICLE FUEL, PAYMENT OF WHICH IS ASSUMED BY UNION OIL COMPANY

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER
M. Kramer
VEH. LICENSE NO. 645765
STATE HI
SVC BY ALI
* CO. IF NOT UNION AUTHORIZATION NO.
OTHER REQUIRED IDENTIFICATION

M 00890

Friends of Cec Heftel

42558841

MIKES UN SERV
HONOLULU HAWAII

PRODUCT

QTY.

PRICE

AMOUNT

SUPER 76 REGULAR 76

11.4

149

9.10

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC.

Union 004842

ACCOUNTING COPY

SALES TAX

TOTAL

9.10

OTHER REQUIRED IDENTIFICATION

DATE

102376

INCLUDES APPLICABLE FEDERAL AND STATE TAXES ON MOTOR VEHICLE FUEL, PAYMENT OF WHICH IS ASSUMED BY UNION OIL COMPANY

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER
Cec Heftel
VEH. LICENSE NO. 3A-1025
STATE HI
SVC BY ALI
* CO. IF NOT UNION AUTHORIZATION NO.
OTHER REQUIRED IDENTIFICATION

M 00925

Friends for Cec Heffel

M 00830

42558841
MIKES UN SERV
HONOLULU HAWAII
DATE 101076

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	133	699	930
UNION SUPER			
UNION PREMIUM			
UNION CUSTOM			
TIRES/BATTERIES/ACCESSORIES/SVC.			
JOB NO.			

ACCOUNTING COPY 930

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

Friends for Cec Heffel

M 00645

42558841
MIKES UN SERV
HONOLULU HAWAII
DATE 101076

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	94	739	695
UNION SUPER			
UNION PREMIUM			
UNION CUSTOM			
TIRES/BATTERIES/ACCESSORIES/SVC.			
JOB NO.			

ACCOUNTING COPY 695

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

Friends for Cec Heffel

42558841
MIKES UN SERV
HONOLULU HAWAII
DATE 101276

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	133	55	72
UNION SUPER			
UNION PREMIUM			
UNION CUSTOM			
TIRES/BATTERIES/ACCESSORIES/SVC.			
JOB NO.			

ACCOUNTING COPY 72

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

M 00450

42558841
MIKES UN SERV
HONOLULU HAWAII
DATE 101176

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	6	75	450
UNION SUPER			
UNION PREMIUM			
UNION CUSTOM			
TIRES/BATTERIES/ACCESSORIES/SVC.			
JOB NO.			

ACCOUNTING COPY 450

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

M 01000

42558841
MIKES UN SERV
HONOLULU HAWAII
DATE 101176

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	13	699	1000
UNION SUPER			
UNION PREMIUM			
UNION CUSTOM			
TIRES/BATTERIES/ACCESSORIES/SVC.			
JOB NO.			

ACCOUNTING COPY 1000

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

M 00720

42558841
MIKES UN SERV
HONOLULU HAWAII
DATE 101076

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	133	55	720
UNION SUPER			
UNION PREMIUM			
UNION CUSTOM			
TIRES/BATTERIES/ACCESSORIES/SVC.			
JOB NO.			

ACCOUNTING COPY 720

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

friends for Cec
Heftel

M 00610

42558841

MIKES UN SERV
HONOLULU HAWAII

DATE 101376

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	8	735	6

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC

ACCOUNTING COPY

SALESTAG

TOTAL 6 50

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER

VEN. LICENSE NO. 7A-106 STATE HI SVC BY KO

* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 00500

42558841

MIKES UN SERV
HONOLULU HAWAII

DATE 101376

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	7.2	55	5 00

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC

ACCOUNTING COPY

SALESTAG

TOTAL 5 60

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER

VEN. LICENSE NO. CB-576 STATE HI SVC BY KO

* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 01600

42558841

MIKES UN SERV
HONOLULU HAWAII

DATE 101376

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	21.7	735	16 00

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC

ACCOUNTING COPY

SALESTAG

TOTAL 16 00

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER

VEN. LICENSE NO. SA-350 STATE HI SVC BY KO

* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 00415

42558841

MIKES UN SERV
HONOLULU HAWAII

DATE 101276

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	5.9	694	15

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC

ACCOUNTING COPY

SALESTAG

TOTAL 1 15

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER

VEN. LICENSE NO. 6K453 STATE HI SVC BY KO

* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

FRANCO, OF
Cec Heftel

42558841

MIKES UN SERV
HONOLULU HAWAII

DATE 101276

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	2.1	10	21

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC

ACCOUNTING COPY

SALESTAG

TOTAL 21 00

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

M 00610

42558841

MIKES UN SERV
HONOLULU HAWAII

DATE 101276

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	11	55	6 31

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC

ACCOUNTING COPY

SALESTAG

TOTAL 6 31

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

M 00635

Friends of Es Heftel M 004845

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841		DATE 101576	
MIKES UN SERV HONOLULU HAWAII			
PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	115	646	800
UNION SUPER UNION PREMIUM UNION CUSTOM	1	115	115
TIES/BATTERIES/ACCESSORIES/SVC. JOB NO.			
Union		ACCOUNTING COPY	
B 004849		TOTAL 915	

M 00865

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841		DATE 101476	
MIKES UN SERV HONOLULU HAWAII			
PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	117	739	6
UNION SUPER UNION PREMIUM UNION CUSTOM			
TIES/BATTERIES/ACCESSORIES/SVC. JOB NO.			
Union		ACCOUNTING COPY	
B 004839		TOTAL 866	

M 01350

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841		DATE 101376	
MIKES UN SERV HONOLULU HAWAII			
PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	83	741	50
UNION SUPER UNION PREMIUM UNION CUSTOM			
TIES/BATTERIES/ACCESSORIES/SVC. JOB NO.			
Union		ACCOUNTING COPY	
A 503319		TOTAL 61	

M 00815

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841		DATE 101376	
MIKES UN SERV HONOLULU HAWAII			
PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	110	73	15
UNION SUPER UNION PREMIUM UNION CUSTOM			
TIES/BATTERIES/ACCESSORIES/SVC. JOB NO.			
Union		ACCOUNTING COPY	
A 003361		TOTAL 805	

42558841		DATE 101476	
MIKES UN SERV HONOLULU HAWAII			
PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	111	677	75
UNION SUPER UNION PREMIUM UNION CUSTOM			
TIES/BATTERIES/ACCESSORIES/SVC. JOB NO.			
Union		ACCOUNTING COPY	
A 503221		TOTAL 775	

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841		DATE 101476	
MIKES UN SERV HONOLULU HAWAII			
PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	134	65	935
UNION SUPER UNION PREMIUM UNION CUSTOM			
TIES/BATTERIES/ACCESSORIES/SVC. JOB NO.			
Union		ACCOUNTING COPY	
B 004792		TOTAL 055	

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841		DATE 101376	
MIKES UN SERV HONOLULU HAWAII			
PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	110	73	15
UNION SUPER UNION PREMIUM UNION CUSTOM			
TIES/BATTERIES/ACCESSORIES/SVC. JOB NO.			
Union		ACCOUNTING COPY	
A 003361		TOTAL 805	

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

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FRIENDS OF
Cec Heffler

42558841
MIKES UN SERV
HONOLULU HAWAII
DATE 101676

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1	49	49

UNION SUPER PREMIUM UNION CUSTOM
TIRES/BATTERIES/ACCESSORIES/SVC
JOB NO.

ACCOUNTING COPY 775

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

M 00775

FRIENDS OF
Cec Heffler

42558841
MIKES UN SERV
HONOLULU HAWAII
DATE 101676

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	9.1	199	635

UNION SUPER PREMIUM UNION CUSTOM
TIRES/BATTERIES/ACCESSORIES/SVC
JOB NO.

ACCOUNTING COPY

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

FRIENDS OF
Cec Heffler

42558841
MIKES UN SERV
HONOLULU HAWAII
DATE 101676

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	87	617	610

UNION SUPER PREMIUM UNION CUSTOM
TIRES/BATTERIES/ACCESSORIES/SVC
JOB NO.

ACCOUNTING COPY

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841
MIKES UN SERV
HONOLULU HAWAII
DATE 101676

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1	49	49

UNION SUPER PREMIUM UNION CUSTOM
TIRES/BATTERIES/ACCESSORIES/SVC
JOB NO.

ACCOUNTING COPY

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

FRIENDS OF
Cec Heffler

42558841
MIKES UN SERV
HONOLULU HAWAII
DATE 101676

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	74	637	660

UNION SUPER PREMIUM UNION CUSTOM
TIRES/BATTERIES/ACCESSORIES/SVC
JOB NO.

ACCOUNTING COPY

OTHER REQUIRED IDENTIFICATION

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42558841
MIKES UN SERV
HONOLULU HAWAII
DATE 101676

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1	49	49

UNION SUPER PREMIUM UNION CUSTOM
TIRES/BATTERIES/ACCESSORIES/SVC
JOB NO.

ACCOUNTING COPY

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

FRIENDS OF
Cec Heffler

42558841
MIKES UN SERV
HONOLULU HAWAII
DATE 101676

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	11.5	117	600

UNION SUPER PREMIUM UNION CUSTOM
TIRES/BATTERIES/ACCESSORIES/SVC
JOB NO.

ACCOUNTING COPY

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841
MIKES UN SERV
HONOLULU HAWAII
DATE 101676

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1	49	49

UNION SUPER PREMIUM UNION CUSTOM
TIRES/BATTERIES/ACCESSORIES/SVC
JOB NO.

ACCOUNTING COPY

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841
MIKES UN SERV
HONOLULU HAWAII
DATE 101476

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1	49	49

UNION SUPER PREMIUM UNION CUSTOM
TIRES/BATTERIES/ACCESSORIES/SVC
JOB NO.

ACCOUNTING COPY

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

FRIENDS OF
Cec Heffler

M 00800

FRIENDS OF
CEC HERTZ

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841		DATE 100776	
MIKES UN SERV HONOLULU HAWAII			
PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1	4.25	4.25
UNION SUPER	UNION PREMIUM	UNION CUSTOM	
T-RES/BATTERIES/ACCESSORIES/SVC			
CS NO.			
Union		ACCOUNTING COPY	
A 003206		TOTAL	

FRIENDS OF
CEC HERTZ

M 00840

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841		DATE 100776	
MIKES UN SERV HONOLULU HAWAII			
PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	103	95	7.20
UNION SUPER	UNION PREMIUM	UNION CUSTOM	
T-RES/BATTERIES/ACCESSORIES/SVC			
CS NO.			
Union		ACCOUNTING COPY	
A 003199		TOTAL	

M 00640

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841		DATE 100676	
MIKES UN SERV HONOLULU HAWAII			
PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	52	55	6.40
UNION SUPER	UNION PREMIUM	UNION CUSTOM	
T-RES/BATTERIES/ACCESSORIES/SVC			
CS NO.			
Union		ACCOUNTING COPY	
A 003429		TOTAL	

M 00545

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841		DATE 100676	
MIKES UN SERV HONOLULU HAWAII			
PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	7.5	65	5.40
UNION SUPER	UNION PREMIUM	UNION CUSTOM	
T-RES/BATTERIES/ACCESSORIES/SVC			
CS NO.			
Union		ACCOUNTING COPY	
A 003431		TOTAL	

42558841		DATE 100876	
MIKES UN SERV HONOLULU HAWAII			
PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	11.3	69	7.96
UNION SUPER	UNION PREMIUM	UNION CUSTOM	
T-RES/BATTERIES/ACCESSORIES/SVC			
CS NO.			
Union		ACCOUNTING COPY	
A 003285		TOTAL	

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841		DATE 100776	
MIKES UN SERV HONOLULU HAWAII			
PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	7.2	65	5.60
UNION SUPER	UNION PREMIUM	UNION CUSTOM	
T-RES/BATTERIES/ACCESSORIES/SVC			
CS NO.			
Union		ACCOUNTING COPY	
A 003236		TOTAL	

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

4255801

MIKES UN SERV
HONOLULU HAWAII

PRODUCT QTY. PRICE AMOUNT

SUPER 76 REGULAR 76 1 9 7 6

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC

CS NO.

Union 003561

ACCOUNTING COPY

DATE 100176

INCLUDES APPLICABLE FEDERAL AND STATE TAXES ON MOTOR VEHICLE FUEL. PAYMENT OF WHICH IS ASSURED BY UNION OIL COMPANY.

SALES TAX

TOTAL 7 6

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER

VEN. LICENSE NO. H-105 STATE SVC BY

* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

4255801

MIKES UN SERV
HONOLULU HAWAII

PRODUCT QTY. PRICE AMOUNT

SUPER 76 REGULAR 76 6 5 8 99 4 30

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC

CS NO.

Union 003551

ACCOUNTING COPY

DATE 100176

INCLUDES APPLICABLE FEDERAL AND STATE TAXES ON MOTOR VEHICLE FUEL. PAYMENT OF WHICH IS ASSURED BY UNION OIL COMPANY.

SALES TAX

TOTAL 4 30

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER

VEN. LICENSE NO. H-9032 STATE SVC BY

* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

42558841

MIKES UN SERV
HONOLULU HAWAII

PRODUCT QTY. PRICE AMOUNT

SUPER 76 REGULAR 76 1 6 99 2 10

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC

CS NO.

Union 003101

ACCOUNTING COPY

DATE 100176

INCLUDES APPLICABLE FEDERAL AND STATE TAXES ON MOTOR VEHICLE FUEL. PAYMENT OF WHICH IS ASSURED BY UNION OIL COMPANY.

SALES TAX

TOTAL 5 0

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER

VEN. LICENSE NO. H-99907 STATE SVC BY

* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

42558841

MIKES UN SERV
HONOLULU HAWAII

PRODUCT QTY. PRICE AMOUNT

SUPER 76 REGULAR 76 3 1 55 4 60

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC

CS NO.

Union 003124

ACCOUNTING COPY

DATE 100376

INCLUDES APPLICABLE FEDERAL AND STATE TAXES ON MOTOR VEHICLE FUEL. PAYMENT OF WHICH IS ASSURED BY UNION OIL COMPANY.

SALES TAX

TOTAL 11 60

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER

VEN. LICENSE NO. H-516 STATE SVC BY

* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

42558841

MIKES UN SERV
HONOLULU HAWAII

PRODUCT QTY. PRICE AMOUNT

SUPER 76 REGULAR 76 1 6 99 2 10

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC

CS NO.

Union 003456

ACCOUNTING COPY

DATE 100176

INCLUDES APPLICABLE FEDERAL AND STATE TAXES ON MOTOR VEHICLE FUEL. PAYMENT OF WHICH IS ASSURED BY UNION OIL COMPANY.

SALES TAX

TOTAL 5 0

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841

MIKES UN SERV
HONOLULU HAWAII

PRODUCT QTY. PRICE AMOUNT

SUPER 76 REGULAR 76 1 6 99 2 10

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC

CS NO.

Union 003224

ACCOUNTING COPY

DATE 100176

INCLUDES APPLICABLE FEDERAL AND STATE TAXES ON MOTOR VEHICLE FUEL. PAYMENT OF WHICH IS ASSURED BY UNION OIL COMPANY.

SALES TAX

TOTAL 5 0

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

FRIENDS OF
LES HEFTL

M 00600

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841		DATE 100576	
MIKES UN SERV HONOLULU HAWAII			
PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76	REGULAR 76	6.60	6.60
UNION SUPER	UNION PREMIUM	UNION CUSTOM	
RES/BATTERIES/ACCESSORIES/SVC			
SALES TAX			
TOTAL			
ACCOUNTING COPY			

union 503523

M 01200

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841		DATE 100676	
MIKES UN SERV HONOLULU HAWAII			
PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76	REGULAR 76	12.00	12.00
UNION SUPER	UNION PREMIUM	UNION CUSTOM	
RES/BATTERIES/ACCESSORIES/SVC			
SALES TAX			
TOTAL			
ACCOUNTING COPY			

union 003402

M 00500

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841		DATE 100676	
MIKES UN SERV HONOLULU HAWAII			
PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76	REGULAR 76	5.00	5.00
UNION SUPER	UNION PREMIUM	UNION CUSTOM	
RES/BATTERIES/ACCESSORIES/SVC			
SALES TAX			
TOTAL			
ACCOUNTING COPY			

union 003414

M 00660

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841		DATE 100676	
MIKES UN SERV HONOLULU HAWAII			
PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76	REGULAR 76	6.60	6.60
UNION SUPER	UNION PREMIUM	UNION CUSTOM	
RES/BATTERIES/ACCESSORIES/SVC			
SALES TAX			
TOTAL			
ACCOUNTING COPY			

union 003409

FRIENDS OF
LES HEFTL

42558841		DATE 100176	
MIKES UN SERV HONOLULU HAWAII			
PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76	REGULAR 76	5.00	5.00
UNION SUPER	UNION PREMIUM	UNION CUSTOM	
RES/BATTERIES/ACCESSORIES/SVC			
SALES TAX			
TOTAL			
ACCOUNTING COPY			

union 003557

42558841		DATE 100176	
MIKES UN SERV HONOLULU HAWAII			
PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76	REGULAR 76	11.50	11.50
UNION SUPER	UNION PREMIUM	UNION CUSTOM	
RES/BATTERIES/ACCESSORIES/SVC			
SALES TAX			
TOTAL			
ACCOUNTING COPY			

union 003172

FRIENDS OF
LES HEFTL

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

FRIENDS for

Acc 11.11.11

M 00800

42558841

MIKES UN SERV
HONOLULU HAWAII

DATE 100476

PRODUCT QTY. PRICE AMOUNT

SUPER 76 REGULAR 76 11 117 7.00

UNION SUPER PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC

CS NO

ACCOUNTING COPY

SALES TAX

TOTAL 7.00

SIGNATURE OF BUYER

VEN. LICENSE NO. STATE SVC BY

* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

M 00145

FRIENDS for

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841

MIKES UN SERV
HONOLULU HAWAII

DATE 100176

PRODUCT QTY. PRICE AMOUNT

SUPER 76 REGULAR 76 106 147 7.00

UNION SUPER PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC

CS NO

ACCOUNTING COPY

SALES TAX

TOTAL 7.00

SIGNATURE OF BUYER

VEN. LICENSE NO. STATE SVC BY

* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 00710

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841

MIKES UN SERV
HONOLULU HAWAII

DATE 100176

PRODUCT QTY. PRICE AMOUNT

SUPER 76 REGULAR 76 101 149 7.16

UNION SUPER PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC

CS NO

ACCOUNTING COPY

SALES TAX

TOTAL 7.16

SIGNATURE OF BUYER

VEN. LICENSE NO. STATE SVC BY

* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 00660

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841

MIKES UN SERV
HONOLULU HAWAII

DATE 100576

PRODUCT QTY. PRICE AMOUNT

SUPER 76 REGULAR 76 53 65 6.60

UNION SUPER PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC

CS NO

ACCOUNTING COPY

SALES TAX

TOTAL 6.60

SIGNATURE OF BUYER

VEN. LICENSE NO. STATE SVC BY

* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 00860

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841

MIKES UN SERV
HONOLULU HAWAII

DATE 100576

PRODUCT QTY. PRICE AMOUNT

SUPER 76 REGULAR 76 117 7.00 8.16

UNION SUPER PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC

CS NO

ACCOUNTING COPY

SALES TAX

TOTAL 8.16

SIGNATURE OF BUYER

VEN. LICENSE NO. STATE SVC BY

* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

FRIENDS OF

Acc 11.11.11

M 00100

42558841

MIKES UN SERV
HONOLULU HAWAII

DATE 100476

PRODUCT QTY. PRICE AMOUNT

SUPER 76 REGULAR 76 11 117 7.00

UNION SUPER PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC

CS NO

ACCOUNTING COPY

SALES TAX

TOTAL 7.00

SIGNATURE OF BUYER

VEN. LICENSE NO. STATE SVC BY

* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

Friends of
Cec Hotel

42558011

MIKES UN SERV
HONOLULU HAWAII

PRODUCT QTY. PRICE AMOUNT

SUPER 76	14	699.50	20
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UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC

SALES TAX

TOTAL 5.00

ACCOUNTING COPY

503434

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER

VEH. LICENSE NO. STATE SVC BY

* CO. IF NOT UNION AUTHORIZATION NO

OTHER REQUIRED IDENTIFICATION

M 01440

42558011

MIKES UN SERV
HONOLULU HAWAII

PRODUCT QTY. PRICE AMOUNT

SUPER 76	14	699.50	20
----------	----	--------	----

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC

SALES TAX

TOTAL 14.40

ACCOUNTING COPY

003491

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER

VEH. LICENSE NO. STATE SVC BY

* CO. IF NOT UNION AUTHORIZATION NO

OTHER REQUIRED IDENTIFICATION

M 00700

42558011

MIKES UN SERV
HONOLULU HAWAII

PRODUCT QTY. PRICE AMOUNT

SUPER 76	10	699.70	00
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UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC

SALES TAX

TOTAL 7.00

ACCOUNTING COPY

003493

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER

VEH. LICENSE NO. STATE SVC BY

* CO. IF NOT UNION AUTHORIZATION NO

OTHER REQUIRED IDENTIFICATION

M 00900

42558011

MIKES UN SERV
HONOLULU HAWAII

PRODUCT QTY. PRICE AMOUNT

SUPER 76	12	734.90	00
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UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC

SALES TAX

TOTAL 9.00

ACCOUNTING COPY

003478

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER

VEH. LICENSE NO. STATE SVC BY

* CO. IF NOT UNION AUTHORIZATION NO

OTHER REQUIRED IDENTIFICATION

42558011

MIKES UN SERV
HONOLULU HAWAII

PRODUCT QTY. PRICE AMOUNT

SUPER 76	11	699.75	00
----------	----	--------	----

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC

SALES TAX

TOTAL 6.75

ACCOUNTING COPY

003485

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558011

MIKES UN SERV
HONOLULU HAWAII

PRODUCT QTY. PRICE AMOUNT

SUPER 76	11	699.75	00
----------	----	--------	----

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC

SALES TAX

TOTAL 6.75

ACCOUNTING COPY

003503

42558011

MIKES UN SERV
HONOLULU HAWAII

PRODUCT QTY. PRICE AMOUNT

SUPER 76	11	699.75	00
----------	----	--------	----

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC

SALES TAX

TOTAL 6.75

ACCOUNTING COPY

003503

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558011

MIKES UN SERV
HONOLULU HAWAII

PRODUCT QTY. PRICE AMOUNT

SUPER 76	11	699.75	00
----------	----	--------	----

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC

SALES TAX

TOTAL 6.75

ACCOUNTING COPY

003503

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

FRIENDS OF
Cec Heffel

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841

MIKES UN SERV
HONOLULU HAWAII

DATE 103076

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76	136	69.13	9400
REGULAR 76			
UNION SUPER			
UNION PREMIUM			
UNION CUSTOM			
TIRES/BATTERIES/ACCESSORIES/SVC			
JOB NO.			

SALES TAX

TOTAL 1300

ACCOUNTING COPY

504714

FORM 3-7873 (NEW 6-73) PRINTED IN U.S.A.

SIGNATURE OF BUYER
M. Kramers

VEH. LICENSE NO. 1A-2173 HI

STATE HI

SVC BY G1

* CO. IF NOT UNION

AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 00620

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841

MIKES UN SERV
HONOLULU HAWAII

DATE 103076

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76	54	1.20	64.80
REGULAR 76			
UNION SUPER			
UNION PREMIUM			
UNION CUSTOM			
TIRES/BATTERIES/ACCESSORIES/SVC			
JOB NO.			

SALES TAX

TOTAL 64.80

ACCOUNTING COPY

504724

FORM 3-7873 (NEW 6-73) PRINTED IN U.S.A.

SIGNATURE OF BUYER
Richard Heffel

VEH. LICENSE NO. 6K453

STATE HI

SVC BY G1

* CO. IF NOT UNION

AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 00855

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841

MIKES UN SERV
HONOLULU HAWAII

DATE 103076

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76	123	49.55	6094.65
REGULAR 76			
UNION SUPER			
UNION PREMIUM			
UNION CUSTOM			
TIRES/BATTERIES/ACCESSORIES/SVC			
JOB NO.			

SALES TAX

TOTAL 6094.65

ACCOUNTING COPY

504637

FORM 3-7873 (NEW 6-73) PRINTED IN U.S.A.

SIGNATURE OF BUYER
Richard Heffel

VEH. LICENSE NO. R4418

STATE HI

SVC BY G1

* CO. IF NOT UNION

AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 01260

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841

MIKES UN SERV
HONOLULU HAWAII

DATE 103076

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76	170	7.00	1190.00
REGULAR 76			
UNION SUPER			
UNION PREMIUM			
UNION CUSTOM			
TIRES/BATTERIES/ACCESSORIES/SVC			
JOB NO.			

SALES TAX

TOTAL 12.60

ACCOUNTING COPY

504729

FORM 3-7873 (NEW 6-73) PRINTED IN U.S.A.

SIGNATURE OF BUYER
R. Heffel

VEH. LICENSE NO. 8A-085

STATE HI

SVC BY G1

* CO. IF NOT UNION

AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

FRIENDS OF
Cec Heffel

42558841

MIKES UN SERV
HONOLULU HAWAII

DATE 103076

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76	219	9.00	1971.00
REGULAR 76			
UNION SUPER			
UNION PREMIUM			
UNION CUSTOM			
TIRES/BATTERIES/ACCESSORIES/SVC			
JOB NO.			

SALES TAX

TOTAL 9.00

ACCOUNTING COPY

504642

FORM 3-7873 (NEW 6-73) PRINTED IN U.S.A.

42558841

MIKES UN SERV
HONOLULU HAWAII

DATE 103076

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76	95	7.00	665.00
REGULAR 76			
UNION SUPER			
UNION PREMIUM			
UNION CUSTOM			
TIRES/BATTERIES/ACCESSORIES/SVC			
JOB NO.			

SALES TAX

TOTAL 9.15

ACCOUNTING COPY

504682

FORM 3-7873 (NEW 6-73) PRINTED IN U.S.A.

FRIENDS OF
Cec Heffel

FRIENDS OF
Cec Heffel

Friends for
Cee Heffel

M 00750

42558841
MIKES UN SERV
HONOLULU HAWAII
DATE 110276

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1	7.10	7.10

ACCOUNTING COPY

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER: *[Signature]*

VEN. LICENSE NO. 3A-3353 STATE HI SVC BY

* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

Friends & Cee Heffel M 00850

42558841
MIKES UN SERV
HONOLULU HAWAII
DATE 110376

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	22	3.94	8.50

ACCOUNTING COPY

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER: *[Signature]*

VEN. LICENSE NO. 3A-2035 HI STATE HI SVC BY

* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

Friends of Cee Heffel

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841
MIKES UN SERV
HONOLULU HAWAII
DATE 110276

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	8	7.69	6.20

ACCOUNTING COPY

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER: *[Signature]*

VEN. LICENSE NO. 3A-3353 STATE HI SVC BY

* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 00400

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841
MIKES UN SERV
HONOLULU HAWAII
DATE 110276

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76			4.00

ACCOUNTING COPY

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER: *[Signature]*

VEN. LICENSE NO. 3A-301 HI STATE HI SVC BY

* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 01070

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841
MIKES UN SERV
HONOLULU HAWAII
DATE 110276

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	14	7.29	10.20

ACCOUNTING COPY

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER: *[Signature]*

VEN. LICENSE NO. 3A-2035 HI STATE HI SVC BY

* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 00805

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841
MIKES UN SERV
HONOLULU HAWAII
DATE 110276

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	11.5	7.19	8.25

ACCOUNTING COPY

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER: *[Signature]*

VEN. LICENSE NO. 3A-2035 HI STATE HI SVC BY

* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION


friends for
get the best

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

Ed. W. D. S. & Co. Ltd.
Friends of Our People

00800

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.



7 8 0 4 0 1 8 2 4 2 1

State Senator John Leopold
Room 223, State Capitol
Honolulu, Hawaii 96813



Mr. & Mrs. James W. Ganley
1465 Laamia Street
Honolulu, Hawaii 96821

EXHIBIT
"J"

JOHN LEOPOLD
6th District



HAWAII STATE SENATE
HONOLULU 96813

July 20, 1977

Dear Mr. Pietsch:

I have recently returned from Washington, D.C. where I attended meetings of the National Congressional Council, a group of ten Republican candidates who have been selected from across the nation for targeting assistance in the 1978 congressional elections. The Council is sponsored by the National Republican Congressional Committee, which has pledged its maximum financial support to Council members. Future Council meetings will be held in Washington in September and November of this year.

I am writing to personally share the news of my appointment to the Council with you and to point out the urgency of my need for financial assistance.

While in Washington, I learned that there are several campaign activities which I should be conducting in 1977: one is the airing of 30-second TV ads in the months of September, October, November and December; another is the establishment of a phone bank operation which, among other goals, will help build a reservoir of volunteer assistance.

I strongly believe that with much hard work and adequate financial assistance, I can win a Congressional seat in the 1978 General Election, and the encouragement and support I have received from the House Republican leadership in Washington reinforces my confidence.

It is vitally important that I have the confidence and support of the general membership of the Republican Party, and I am, therefore, writing to respectfully request a \$15 campaign contribution. Contributions should be made out to: Committee to Elect John Leopold and sent to me at 700 Richards Street, Apartment 908, Honolulu, Hawaii 96813. Your donation will help in attaining my 1977 budget goal of \$12,000, which is the amount I need to produce and air my TV commercials and set up my phone bank operation this year.

Since 1954, Hawaii has been for all practical purposes a one-Party State. During the quarter-century since then, we have grown and prospered, largely due, not to the Democratic Party, but to the coming of Statehood and the jet airplane in 1959. It is hard to turn a Party out in boom times with more of the same in sight, and the Democrats have turned this boom to good advantage to entrench themselves.

I think it can be said with assurance that had an effective opposition existed during the last two decades, there would be less anguish today in those institutions which are being told they can no longer continue as they have become accustomed to living. There is a mad scramble in our State government today to find the money to keep afloat the ship the Democrats built. Borrow it, beg it from Washington, or, as a last resort, extract it from middle-class taxpayers. This situation is exactly what the Democratic Party would like it to be. There is just enough Republican opposition for the Democrats to know we exist. So long as this situation continues it can be said that we have a two-Party system, but only in theory. It will always be so until we Republicans build an organization strong enough to provide effective and constructive opposition.

Hoping to hear from you.

Aloha,



JOHN LEOPOLD
State Senator

GOP supports Leopold in bid to unseat H

State Sen. John Leopold, R-6th Dist. (Manoa-Waikiki), has received strong endorsements from local and national GOP leaders in his expected run for Congress from the 1st Dist. (Urban Honolulu) next year.

The statements were in reaction to a recent story predicting the national GOP probably won't be putting much effort into the Hawaii Republican Congressional races next year.

The article quoted a Congressional Quarterly interview with Stephen Stockmeyer, executive director of the Republican Congressional Committee. Stockmeyer said the national GOP will attempt to concentrate on unseating old, out-of-touch Democrats rather than young newcomers to Congress.

Hawaii is represented by two freshman Democrats.

In a telegram to Leopold, Stockmeyer

said "nothing could be further from the truth.

"Traditional targeting of older Democrats is expanding, not narrowing," Stockmeyer said.

The Republican Congressional Committee intends to target Hawaii's 1st District again in 1978, Stockmeyer said.

State GOP Chairman Carl Mirikitani, meanwhile, promised if Leopold formally decides to run and becomes the

party's standardbearer, he'll get lots of support.

"If (Leopold) decides to seek the seat now held by Cecil Hefel, and is the First District's GOP standardbearer in the 1978 election, the State Republican Party will back his candidacy to the hilt," Mirikitani said.

Mirikitani also praised Leopold for his appointment as a co-chairman of the new National Congressional Council

and one of 11 ex-members of the National Legislators Organization.

The National Congress, which currently has no news of community leadership or counsel to Republican Congress on local issues.

The group recently held a series of meetings in

17 NOV 21 AM 11:56

J. N. Watanabe

KOBAYASHI, KOSHIBA & WATANABE
ATTORNEYS AT LAW
HAWAII BUILDING, SUITE 614
745 FORT STREET
HONOLULU, HAWAII 96813

Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

ATTN: Mr. Leland Prince



J. N. Watanabe

KOBAYASHI, KOSHIBA & WATANABE
ATTORNEYS AT LAW
HAWAII BUILDING, SUITE 814
245 FORT STREET
HONOLULU, HAWAII 96813

Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

ATTN: William C. Oldaker, Esq.

CERTIFIED

No. 821819

MAIL

5 6 7 8 0 0 7 0 8 2



FEDERAL ELECTION COMMISSION

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

November 4, 1977

Jeffrey N. Watanabe, Esquire
Suite 814, Hawaii Building
745 Fort Street
Honolulu, Hawaii 96813

Re: MUR 420 (77)

Dear Mr. Watanabe:

This is to confirm your phone conversations of November 2 and 3, 1977, with Assistant General Counsel Lester Scall and staff member Leland Prince concerning the additional information sent to us by the complainant and your request for an extension of time within which to respond.

Enclosed is a copy of the complainant's letter of October 27, 1977. I understand that Mr. Prince has advised you by phone of these new allegations and that you will address them along with your responses to the earlier allegations.

In view of your need to contact a number of people, and the limited number of common business hours available within which to confer between Hawaii and Washington, D.C., your request for an extension until November 18, 1977, to respond is acceptable.

If you have any additional questions please do not hesitate to contact Mr. Prince at 202-523-4026.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "William C. Oldaker".

William C. Oldaker
General Counsel

Enclosure





Telegram

ACC # 1963
1977 NOV -2 PM 5:19

LLA095 WAE176(1628)(2-163151G306)PD 11/02/77 1627

ICS IPMIIHA IISS

177 NOV 3 AM 5:46

IISS FM ITT 02 1627

PMS ST NW WASHINGTON DC

AWN873 VIA ITT UHA140

UIWA CO HMHO 173

HONOLULU 173/162 2 1113

703206

FEDERAL ELECTION COMMISSION

1325 K ST NW

WASHINGTONDC 20463

ATTN MR LELAND PRINCE

RE: MUR 420 (77) GENTLEMEN: PURSUANT TO OUR TELEPHONE
CONVERSATION OF 11/2/77 PLEASE CONSIDER THIS COMMUNICATION
A FORMAL REQUEST FOR EXTENSION OF TWO (2) WEEKS WITHIN
WHICH TO RESPOND IN ABOVE ENTITLED MATTER STOP
REASONS FOR REQUEST AS FOLLOWS:



Telegram

2-1613516306 1627 PG2

1977 NOV -2 PM 5:19

1. FIVE (5) HOUR TIME DIFFERENCE BETWEEN HONOLULU AND WASHINGTON MAKES COMMUNICATIONS DIFFICULT
 2. MAIL DELAY MAKES TRANSMISSION OF DOCUMENTS, COMMUNICATIONS ETC. BETWEEN HONOLULU AND WASHINGTON OFTEN A FOUR (4) DAY PROPOSITION
 3. ITEM NBR 4 REQUIRES COMMUNICATING WITH PEOPLE IN HONOLULU AND WASHINGTON
 4. ITEM 5 REQUIRES A SUBSTANTIAL AMOUNT OF COMPILING STOP RECORDS AND DATA REQUESTED WERE NOT REQUIRED TO BE KEPT IN MANNER REQUESTED AND ARE NOW BEING COMPILED MANUALLY STOP
- THANK YOU FOR YOUR CONSIDERATION IN THIS MATTER STOP WE HOPE THAT EXTENSION WILL ALLOW US TO PROVIDE FEC WITH THE KIND OF DETAILED INFORMATION REQUIRED TO CLEAR THESE MATTERS TO EVERYONE'S SATISFACTION



western union

Telegram

2-1613516306 1627 PG3

1977 NOV -2 PM 5:19

JEFFREY N WATANABE

COL CKED

NNN

NNNN



western union

Telegram

1329 2-105151-305 WUN 73

17 NOV

3 AM 6:46

COMMITTEES:

EDUCATION AND LABOR

SUBCOMMITTEES:

ELEMENTARY, SECONDARY
AND VOCATIONAL EDUCATION

SELECT EDUCATION

POSTSECONDARY EDUCATION

POST OFFICE AND CIVIL SERVICE

SUBCOMMITTEES:

COMPENSATION AND EMPLOYEE
BENEFITS

CIVIL SERVICE

CECIL "CEC" HEFTTEL
1ST DISTRICT, HAWAII

Congress of the United States

House of Representatives

Washington, D.C. 20515

GCC#1891

WASHINGTON OFFICE:

322 CANNON HOUSE OFFICE BUILDING

WASHINGTON, D.C. 20515

(202) 225-2726

DISTRICT OFFICE:

335 S. MERCHANT STREET

ROOM 330

HONOLULU, HAWAII 96813

(808) 546-8997

RECEIVED
FEDERAL ELECTION
COMMISSION
OCT 27 AM 7:59

103116

October 25, 1977

Mr. William C. Oldaker
General Counsel
Federal Election Commission
1325 K Street N.W.
Washington, D.C. 20463

Re: MUR 420 (77)

Dear Mr. Oldaker:


Please be advised that Mr. Jeffrey N. Watanabe will represent me as counsel of record in the above matter. Mr. Watanabe's address: Suite 814, Hawaii Building, 745 Fort Street, Honolulu, Hawaii 96813; telephone: 808-524-5700.

I anticipate that he will be in touch with you by telephone due to the urgency of time, but we will endeavor to the best of our ability to adhere to the ten day time requirement.

I am sure that Mr. Watanabe will discuss with you the question of whether or not additional time could be made available because of the great lapse of time which occurs in sending correspondence and pertinent material between Honolulu and Washington. The need for time will be particularly true in assimilating the material in answer to Question #5.

Many thanks for your consideration.

Very cordially yours,


Cecil "Cec" Heftel
Member of Congress

/bt

CC: Jeffrey N. Watanabe

U.S. HOUSE OF REPRESENTATIVES

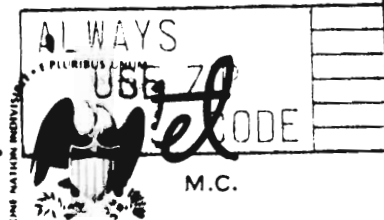
WASHINGTON, D.C. 20515

PUBLIC DOCUMENT

OFFICIAL BUSINESS

Mr. William C. Oldaker
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

October 21, 1977

Mr. Alfred Pratte
1965 Halekoa Drive
Honolulu, Hawaii 96821

Re: MUR 420 (77)

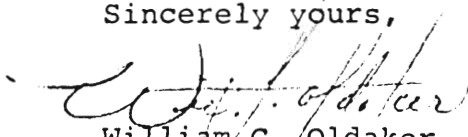
Dear Mr. Pratte:

This letter is to acknowledge receipt of your complaint dated September 13, 1977 concerning Congressman Cecil Heftel. We have numbered your complaint as MUR 420 (77). Please refer to this number in any future correspondence on the matter.

The Commission is seeking to determine whether the matters alleged in your complaint state any violations of the Federal Election Campaign Act of 1971, as amended, and a copy of your complaint has been forwarded to the respondent. If you have any other evidence regarding this matter, please submit it within five days of receipt of this letter.

Please note that 2 U.S.C. §437g(a)(3) enjoins any person from making public the fact of "any notification or investigation" by the Commission until the respondent agrees, in writing, to make the investigation public. The staff member assigned to this matter is Mr. Leland Prince, (202-523-4026). Please do not hesitate to write or call if you have any questions.

Sincerely yours,


William C. Oldaker
General Counsel





FEDERAL ELECTION COMMISSION

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

October 21, 1977

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

The Honorable Cecil C. Heftel
United States House of Representatives
Suite 322
Cannon House Office Building
Washington, D.C. 20515

Re: MUR 420 (77)

Dear Congressman Heftel:

This letter is to notify you that the Federal Election Commission has received a complaint against you, the Friends for Cecil Heftel Committee, and station KGMB, which we have numbered MUR 420 (77). A copy of the complaint is enclosed.

If the allegations alleged in the complaint are taken as true, then the Commission has reason to believe a violation of 2 U.S.C. §441b has occurred. Section 441b of Title 2, United States Code, prohibits corporations from making, and candidates and committees from knowingly accepting, contributions or expenditures in connection with a Federal election. This includes in-kind contributions.

Under the Federal Election Campaign Act, as amended, the Commission must consider such matters expeditiously. Accordingly, please submit within ten (10) days of receipt of this letter any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. In addition to any such information you wish to provide, the Commission requests that you answer the questions on the attached sheet by way of a notarized statement. Please submit this information within ten (10) days. If you intend to be represented by counsel in this matter, please notify the Commission in writing.



You will be sent copies of all correspondence received by the Commission from the complainant in this matter.

This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3) unless you authorize the Commission, in writing, to make the investigation public. If you have any questions concerning this matter, please contact Mr. Leland Prince (202-523-4026), the staff member assigned to this case.

Sincerely yours,



William C. Oldaker
General Counsel

Enclosures

MUR 420 Prince

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:
*The Honorable Cecil C. Hefel
United States House of Representatives
Suite 322 - Cannon House Office Bldg.
Wash, D.C. 20515*

3. ARTICLE DESCRIPTION: *Wash, D.C. 20515*
REGISTERED NO. _____ CERTIFIED NO. *438264* INSURED NO. _____
(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent
Heather L. Prince

4. DATE OF DELIVERY _____

5. ADDRESS (Complete only if requested) _____

6. UNABLE TO DELIVER BECAUSE: _____

CLERK'S INITIALS _____

POSTMARK
28
1977

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

77-O-234

FEDERAL ELECTION COMMISSION

QUESTIONS FOR CECIL HEFTEL
IN CONNECTION WITH
MUR 420 (77)

QUESTION #1: Please state the name, address and telephone number of your campaign committee official who supervised campaign arrangements with station KGMB.

QUESTION #2: Please state the names, addresses and telephone numbers of KGMB employees, if any, who assisted in moving campaign material. In connection with such moves, please set out:

- (a) The dates the move(s) was made;
- (b) The length of time and distance(s) involved;
- (c) The vehicles and other equipment used;
- (d) In this latter connection, we have noted that your campaign committee reported to the Commission expenditures to KGMB for moving on March 17, 1977.

QUESTION #3: Please state whether you, or your committee used KGMB equipment and personnel for purposes other than routine news coverage at the University of Hawaii or at any other location. If so, please set out:

- (a) The date(s) and time(s) of this use;
- (b) The amount of payment for the equipment and personnel and whether such expenditure(s) was reported;
- (c) If tapes were made of such activities, whether and when they were aired.

QUESTION #4: Please state whether Edwin Wong, Barbara Tyers, Sylvia Tanabe, and Richard Cramer were employed by KGMB during your campaign and whether they performed any work for your campaign. If so, please set out:

- (a) Their positions at the station then and at the present time;
- (b) The kind, duration and hours of campaign work they performed;
- (c) Their status with KGMB during the time they performed such work, i.e., were they taken off salary, put on special leave, or did they work during their free time. In this connection, please submit supporting documentation such as leave records and/or pay sheets.

QUESTION #5: Please state whether any of your campaign advertisements were aired on KGMB radio or television and, if so

- (a) The date(s) of such airings
- (b) What, if anything, was paid for such airings.

79010382507



FEDERAL ELECTION COMMISSION

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

October 14, 1977

MEMORANDUM TO: CHARLES STEELE
FROM: MARJORIE W. EMMONS
SUBJECT: MUR 420 (77) - First General Counsel Report

The above-mentioned document was circulated to the Commissioners on October 11, 1977 and a memorandum was sent to you on October 12, 1977, stating that as of 10:00 a.m., that date, no objections had been received.

Please note the attached comments from Commissioner Tiernan which are dated October 12, 1977. However, these comments were not recieved in the Office of Commission Secretary until sometime after 4:30, October 13, 1977.





FEDERAL ELECTION COMMISSION

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

DATE AND TIME OF TRANSMITTAL Oct 11-9:00

Commissioner Turnan

RETURN TO OFFICE OF COMMISSION SECRETARY BY: 9:00 - Oct 12

MUR No. 420 (77)

() I object to the recommendation in the attached report.

COMMENTS: There is no objection to the recommendation
in the attached report. However, Commissioner Turnan's
office would like to speak to Les Scall before letters
to Respondent and complainant are sent.

Date 10/12/77 Signature Robert O. Turnan

OBJECTIONS, SIGNED AND DATED, MUST BE RECEIVED IN THE COMMISSION SECRETARY'S OFFICE NO LATER THAN THE DATE AND TIME SHOWN ABOVE OR THE MATTER WILL BE DEEMED APPROVED. PLEASE RETURN ALL PAPERS TO THE OFFICE OF THE SECRETARY TO THE COMMISSION.



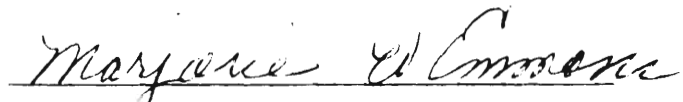
BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
Congressman Cecil Heftel)

MUR 420 (77)

CERTIFICATION

I, Marjorie W. Emmons, Secretary to the Federal Election Commission, do hereby certify that on October 12, 1977, the Commission adopted the recommendation of the General Counsel to find Reason to Believe the Committee and the Heftel Corporation violated 2 U. S. C., Section 441b, of the Federal Election Campaign Act, as amended.


Marjorie W. Emmons
Secretary to the Commission

100-103825-10



FEDERAL ELECTION COMMISSION

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

October 12, 1977

MEMORANDUM TO: CHARLES STEELE
FROM: MARJORIE W. EMMONS *mwe*
SUBJECT: MUR 420 (77) - First General Counsel's Report

The above-mentioned document was circulated to the Commissioners on October 11, 1977.

As of 10:00 a.m., October 12, 1977, no objections have been received in the Office of Commission Secretary to the recommendation of the staff that reason to believe be found regarding Congressman Cecil Heftel.



October 7, 1977

MEMORANDUM TO: Marge Emmons
FROM: Elissa T. Garr
SUBJECT: MUR 420 (77)

Please have the attached 7 Day Report on MUR 420 distributed to the Commission on a 24 hour no-objection basis.

Thank you.

78040082512

FEDERAL ELECTION COMMISSION
1325 K Street N.W.
Washington, D.C. 20463

FIRST GENERAL COUNSEL'S REPORT

DATE AND TIME OF TRANSMITTAL
BY OGC TO THE COMMISSION _____

MUR NO. 420 (77)
DATE COMPLAINT RECEIVED
BY OGC September 19, 1977

ATTORNEY _____

STAFF MEMBER: PRINCE

COMPLAINANT'S NAME: Paul Alfred Pratte

RESPONDENT'S NAME: Congressman Cecil Heftel

RELEVANT STATUTE: 2 U.S.C. §441b

INTERNAL REPORTS CHECKED: Public Records

FEDERAL AGENCIES CHECKED: None

SUMMARY OF ALLEGATIONS

Complainant set out several activities of Congressman Cecil Heftel, his campaign committee and KGMB, a Honolulu radio and television station, which "amounted to an illegal in-kind corporate contribution" by the station. Congressman Heftel is president of the station.

PRELIMINARY LEGAL ANALYSIS

Complainant first submitted a complaint to the U.S. Attorney in Hawaii on March 4, 1977; the Commission received it on June 29, through the Department of Justice. The complaint was not notarized; therefore, the Commission determined (on July 28, 1977) that it could not act upon it unless the complaint was notarized. We advised complainant of this by letter dated August 4, 1977 and on September 13, 1977 a notarized complaint was submitted. The allegations in this complaint, which are more specific than in the original one, can be summarized as follows:

1. Candidate Heftel directed KGMB employees Jose Uson and John Doe* to use corporate vehicles to move furniture and campaign materials during two specified time periods: June 15 - July 15, 1976 and November 1-15, 1976.

*By stating the name, "John Doe," it is not clear whether complainant Pratte means someone actually by this name, or an unknown person or persons.

PRELIMINARY LEGAL ANALYSIS CONTINUED

Our initial check of reports filed by the Friends for Cecil Heftel Committee (the Committee) shows an expenditure of \$275.50 for moving expenses to KGMB-TV. This, however, was reported on March 17, 1977. In view of these discrepancies, we would have to obtain additional information.

2. Candidate Heftel "may have" used Heftel Corporation employees Barbara Tyers, Sylvia Tanabe, Edward Wong and Richard Cramer for political purposes while they were still employees of the corporation.

The Committee reported expenditures of approximately \$1,115 to Mrs. Tanabe for coordinating and consulting during 1976; miscellaneous expenditures of approximately \$1,070 to Edwin Wong; and expenditures of approximately \$400 to Ms. Tyers for press and publicity. There is no reported expenditure to a Richard Cramer. We would need to obtain additional information to determine whether the use of these individuals constituted a corporate contribution by KGMB. See §100.4(a)(B)(5)(i)(A), (B)(C), (ii), and (iii) of the Commission's Regulations.

3. Heftel Corporation video tape machines were used at the University of Hawaii in September or October, 1976 for political purposes.

While the Committee reported an expenditure of \$100 for a fundraiser at the University of Hawaii and expenditures of \$350 to KGMB-TV for office supplies, both in August, 1976, there is no other expense that corresponds to the allegation. We would need to obtain additional information about this incident to determine whether it was an impermissible use of corporate facilities by the candidate.

4. On September 18, 1976, Heftel requested station employees to insert one of his political advertisements into regular programming. While complainant provides a date for this request, there is insufficient information to check it with committee reports. Again, we would have to obtain additional information.

Complainant concludes by saying that he "can locate no record of the Heftel Corporation being reimbursed for use of these corporation-owned vehicles, machinery, or employees."

We think the allegations indicate there is Reason to Believe that the corporation made, and the committee received, illegal corporate contributions.

RECOMMENDATION

Find Reason to Believe the Committee and the Heftel Corporation violated 2 U.S.C. §441b; send attached letter with questions to Congressman Heftel.

1 Attachment

UNITED STATES DEPARTMENT OF JUSTICE

WASHINGTON, D.C. 20530

JUN 28 1977

Address Reply to the
Division Indicated
and Refer to Initials and Number

BRC:THH:LMB:ph

Mr. William C. Oldaker
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D. C. 20463

772902

Dear Mr. Oldaker:

On March 7, 1977, Harold M. Fong, the United States Attorney for the district of Hawaii, referred the attached complaint to the Public Integrity Section's Election Unit. The complaint alleges a possible violation of 2 U.S.C. 441(b), in that recently elected United States Congressman Cecil Heftel may have improperly used personnel and other resources of television station KGMB-TV to further his political campaign.

As this matter falls more appropriately within the Commission's jurisdiction, we are referring it to you. Should your investigation reveal knowing and willful violations of Federal election laws exceeding the \$1,000 jurisdictional minimum for criminal sanctions, we would appreciate being advised of any action the Commission decides to take. We are also sending a copy of this letter to the Federal Communications Commission, for whatever action it deems appropriate.

If this Section can be of further assistance to you, please do not hesitate to contact us.

Sincerely,

BENJAMIN R. CIVILETTI
Assistant Attorney General
Criminal Division

By: THOMAS H. HENDERSON, JR.
Chief, Public Integrity Section

Wrightman

March 4, 1977

Honorable Harold Fong, Esq.
U. S. Attorney for the District of Hawaii
The Federal Building
Honolulu, Hawaii 96813

Dear Mr. Fong:

The undersigned recently instigated an inquiry by the Honolulu Media Council into the use of a major TV station in Hawaii (KGMB-TV) by its principal owner (Cecil Heftel) for personal political advantage in last fall's congressional campaign. In the course of the campaign I alleged that as station owner and president of Heftel Broadcasting, Heftel misused his power and authority and amongst other things utilized KGMB vans, vehicles and employees to assist in setting up and dismantling his congressional political headquarters on Cooke Street in Honolulu.

In a written reply to these charges under date of February 15, 1977 on page 4, inter alia, Mr. Robert Sevey, combination president of the company and news director made the following statement:

"KGMB vehicles were used to move furniture and equipment into Mr. Heftel's campaign headquarters. He owns the vehicles and the right to use them."

While conceivable, it is unlikely that the vehicles concerned were personally owned by Mr. Heftel. Instead they were probably corporate vehicles. If Mr. Heftel personally, or with campaign funds paid KGMB (or the owner of the vehicles) a reasonable sum therefor, such would be a valid use of the vehicles. I have screened Mr. Heftel's campaign expenditure reports for the period and find no specific indication that either he or his campaign committee made any such payments for the use of these services from his business corporation.

Under these circumstances, I believe that there is a very real possibility that Mr. Heftel, in directing the use of corporate vehicles for personal political purposes, violated the provisions of Section 441 (b) of Title 2 of the U. S. Code.

An appropriate investigation of the facts would seem to be in order.

Very truly yours,

Alf Pratte
Alf Pratte
1965 Halekoa Drive
Honolulu, Hawaii 96821

7 9 0 4 0 0 8 2 5 1 6

MUR 820-6
900 #1491
SEP 13 1977
77 SEP 19 AM 9:01
770751

September 13, 1977

Mr. William C. Oldaker
General Counsel
Federal Election Commission
1325 K Street, N. W.
Washington, D. C. 20463

RE: HEFTEL BROADCASTING CORP. and HEFTEL BROADCASTING HONOLULU INC. -
In kind corporate contributions to Congressional candidate,
Cecil Heftel.

Dear Mr. Oldaker:

2 3 0 1 7 0 8 2 5 1 7
Thank you very much for your August 4 reply to my complaint of March 4, 1977 concerning the use of Heftel Broadcasting Corp. property and personnel during Mr. Cecil Heftel's 1976 campaign for the U. S. Congress.

I regret I did not follow the precise regulations outlined under the Federal Election Campaign Act in submitting my original complaint. The U. S. District Attorney did not call the formal procedures of presenting the complaint to my attention. Nor were these matters brought to my attention in your July 7 letter detailing your "MUR" matter under review process. Further, even in your August 4 letter you failed to include a copy of the 1971 Federal Election Campaign Act as amended as you stated. At your request, I have since phoned your office requesting said regulations.

All of this procedural delay does not change the fact of the violations I mentioned earlier or violations which have since been reported. Certainly, the after-the-fact Heftel check that you mention cannot be viewed as anything other than an attempt at a cover-up.

With this background in mind, I will make my formal complaint against Representative Cecil Heftel.

- A. Paul Alfred Pratte
1965 Halekoa Drive
Honolulu, Hawaii 96821
(808) 737-3803
- B. Mr. Cecil Heftel, as a candidate for Congress and President of the corporation that owned and operated FCC licensed KGMB-TV and Radio, utilized corporate assets and employees in pursuing campaign objectives, which activities amounted to an illegal in-kind corporate contribution.

Mr. William C. Oldaker
September 13, 1977
Page Two

1. Between June 15 and July 15, 1976, under Heftel's direction, employees Jose Uson and John Doe and vehicles white Datsun or Toyota pickup - Hawaii license 513-028; blue Dodge panel - license number 523-479 were used to move furniture and other materials into Heftel's 1976 campaign headquarters at 811 Cooke Street, Honolulu, Hawaii.
2. September 18, 1976 -- Mr. Heftel phoned unidentified station employee requesting that one of his taped personal political advertisements be inserted into regular programming.
3. Between November 1 and November 15, 1976, Mr. Heftel or his agents instructed KGMB employees Jose Uson and John Does to move campaign material to KGMB radio at 1599 Kapiolani Boulevard from campaign headquarters at 811 Cooke Street, Honolulu, Hawaii.
4. In addition, it has been brought to my attention that the following persons may have been utilized for political campaign purposes between July and November, 1976, while still employed by the Heftel Corporation: Mr. Edward Wong, Ms. Barbara Tyers, Ms. Sylvia Tanabe and Mr. Richard Cramer.
5. There are also reports that Heftel Corporation video-tape machines were used for political purposes at the University of Hawaii campus center for two days in the months of September or October, 1976.

I can locate no record of the Heftel Corporation being reimbursed for use of these corporation-owned vehicles, machinery or employees.

I am filing this complaint on my own behalf as a citizen interested in government and private corporation ethics in political campaigns and not at the request or on behalf of any candidate for any office.

Subscribed and sworn to before
me this 14th day of September,
1977.

Linda A. Takushi,
Notary Public, First Judicial
Circuit, State of Hawaii

Sincerely,

Paul Alfred Pratte

Paul Alfred Pratte
1965 Halekoa Drive
Honolulu, Hawaii 96821

My commission expires: 10-23-78



FEDERAL ELECTION COMMISSION

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

Mr. Alfred Pratte
1965 Halekoa Drive
Honolulu, Hawaii 96821

Re: MUR 420 (77)

Dear Mr. Pratte:

This letter is to acknowledge receipt of your complaint dated September 13, 1977 alleging violations of the Federal Election Campaign Act of 1971, as amended, by Congressman Cecil Heftel. We have numbered your complaint as MUR 420 (77). Please refer to this number in any future correspondence on the matter.

The Commission has Reason to Believe that the matters alleged in your complaint state a violation of 2 U.S.C. §441b. Accordingly, the Commission has opened a preliminary investigation into your allegations. A copy of your complaint has been forwarded to the respondent who has been asked to submit any relevant materials within ten days. If you have any other evidence regarding this matter, please submit it within five days of receipt of this letter.

Please note that 2 U.S.C. §437g(a)(3) enjoins any person from making public the fact of "any notification or investigation" by the Commission until the respondent agrees, in writing, to make the investigation public. The staff member assigned to this matter is Mr. Leland Prince, (202) 523-4026. Please do not hesitate to write or call if you have any questions.

Sincerely yours,

William C. Oldaker,
General Counsel

WCO:jet





FEDERAL ELECTION COMMISSION

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

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

The Honorable Cecil C. Heftel
UNITED STATES HOUSE OF REPRESENTATIVES
Suite 322 - Cannon House Office Building
Washington, D.C. 20515

Re: MUR 420(77)

Dear Congressman Heftel:

This letter is to notify you that the Federal Election Commission has received a complaint against you, the Friends for Cecil Heftel Committee, and station KQMB, which we have numbered MUR 420(77). A copy of the complaint is enclosed.

The Commission has found Reason to Believe that a violation of 2 U.S.C. §441b has occurred. Section 441b of Title 2, United States Code, prohibits corporations from making, and candidates and committees from knowingly accepting, contributions or expenditures in connection with a Federal election. This includes in-kind contributions.

Under the Federal Election Campaign Act, as amended, the Commission must consider such matters expeditiously. Accordingly, please submit within ten (10) days of receipt of this letter any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. In addition to any such information you wish to provide, the Commission requests that you answer the questions on the attached sheet by way of a notarized statement. Please submit this information within ten (10) days. If you intend to be represented by counsel in this matter, please notify the Commission in writing.



You will be sent copies of all correspondence received by the Commission from the complainant in this matter.

This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3) unless you authorize the Commission, in writing, to make the investigation public. If you have any questions concerning this matter, please contact Mr. Leland Prince (202) 523-4026, the staff member assigned to this case.

Sincerely yours,

William C. Oldaker,
General Counsel

WCO:jet

Enclosures a/s

7 2 2 1 0 3 1 5 2

FEDERAL ELECTION COMMISSION

QUESTIONS FOR CECIL HEFTEL
IN CONNECTION WITH
MUR 420 (77)

QUESTION #1: Please state the name, address and telephone number of your campaign committee official who supervised campaign arrangements with station KGMB.

QUESTION #2: Please state the names, addresses and telephone numbers of KGMB employees, if any, who assisted in moving campaign material. In connection with such moves, please set out:

- (a) The dates the move(s) was made;
- (b) The length of time and distance(s) involved;
- (c) The vehicles and other equipment used;
- (d) In this latter connection, we have noted that your campaign committee reported to the Commission expenditures to KGMB for moving on March 17, 1977.

QUESTION #3: Please state whether you, or your committee used KGMB equipment and personnel for purposes other than routine news coverage at the University of Hawaii or at any other location. If so, please set out:

- (a) The date(s) and time(s) of this use;
- (b) The amount of payment for the equipment and personnel and whether such expenditure(s) was reported;
- (c) If tapes were made of such activities, whether and when they were aired.

QUESTION #4: Please state whether Edwin Wong, Barbara Tyers, Sylvia Tanabe, and Richard Cramer were employed by KGMB during your campaign and whether they performed any work for your campaign. If so, please set out:

- (a) Their positions at the station then and at the present time;
- (b) The kind, duration and hours of campaign work they performed;
- (c) Their status with KGMB during the time they performed such work, i.e., were they taken off salary, put on special leave, or did they work during their free time. In this connection, please submit supporting documentation such as leave records and/or pay sheets.

QUESTION #5: Please state whether any of your campaign advertisements were aired on KGMB radio or television and, if so

- (a) The date(s) of such airings
- (b) What, if anything, was paid for such airings.

SEP 20 1977

MEMORANDUM TO: Marge Emmons
FROM: William Oldaker
RE: MUR 420 (77)

78040082524

The complainant in the above matter has complied with our request for a notarized complaint, rendering it inappropriate to close the file, as recommended, at this time. Therefore we request that this matter be removed from the Executive Session agenda of September 22nd.

September 15, 1977

MEMORANDUM TO: Marge Emmons
FROM: Elissa T. Garr
SUBJECT: MUR 420 (77)

Please have the attached General Counsel's Report on MUR 420 (77) distributed to the Commission and placed on the Compliance Agenda for the Commission meeting of September 22, 1977.

Thank you.

78040082525

Complainant first submitted his complaint to the United States Attorney in Hawaii, who referred it to the Department of Justice. On June 29, 1977, the Department of Justice forwarded the complaint to the Commission. On July 28th the Commission determined that it could not act on this complaint unless the complainant complied with the notarization requirement under 2 U.S.C. §437g(a)(1) and (2). On August 4th we sent a letter to the complainant advising him of this finding and setting out the requirements for filing a proper notarized complaint. As of this date, we have not received a response.

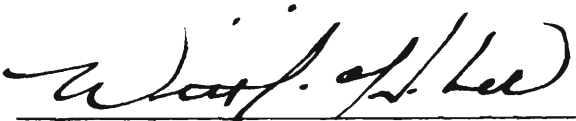
III. Analysis

In view of the fact that the complainant has not responded to our August 4th letter and has not submitted a notarized statement, we cannot proceed with the processing of his complaint.

IV. Recommendation

We recommend that the Commission find no reason to believe a violation of 2 U.S.C. §441b has occurred; close the file and send the attached letters.

9/15/77
Date


William C. Oldaker
General Counsel



FEDERAL ELECTION COMMISSION

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

The Honorable Cecil L. Heftel
House of Representatives
322 Cannon House Office Bldg.
Washington, D.C. 20515

Re: MUR 420 (77)

Dear Congressman Heftel:

I am forwarding the enclosed complaint pursuant to section 437g(a)(2) of the Federal Election Campaign Act of 1971, as amended.

As shown by the attached copy of my letter to the complainant, the Commission has found there is no reason to believe that any statute within its jurisdiction has been violated and has closed its files in this matter.

If you have any questions please write or call Leland Prince, (202) 523-4026 the staff member assigned to this matter.

Sincerely yours,

William Oldaker
General Counsel





FEDERAL ELECTION COMMISSION

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

Mr. Alf Pratte
1965 Halekoa Drive
Honolulu, Hawaii 96821

Re: MUR 420 (77)

Dear Mr. Pratte:

This is to inform you of the latest development regarding your complaint which alleged Election Law violations by Congressmen Cecil Heftel.

Because you have not responded to our letter of August 4, 1977 or submitted a properly notarized complaint, the Commission has found there is no reason to believe that any statute within its jurisdiction has been violated and has closed its files in this matter.

Should additional information come to your attention which you believe establishes a violation of the Federal Election Campaign Act, please contact Leland Prince, telephone number (202)-523-4026 the staff member assigned to this matter.

Sincerely yours,

William Oldaker
General Counsel





FEDERAL ELECTION COMMISSION

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

August 4, 1977

Mr. Alf Pratte
1965 Halekoa Drive
Honolulu, Hawaii 96821

Dear Mr. Pratte:

This is in further response to your complaint of March 4, 1977 which had been referred to the Federal Election Commission from the Department of Justice.

Under the Federal Election Campaign Act, as amended, 2 U.S.C. §437g(a)(1), the Commission is not empowered to take action unless complaints are signed and sworn to by the complainant, and notarized. Under §111.2 of the Commission's regulations, it is also required that a complaint contain: (1) The full name, address and telephone number of the complainant; (2) a clear and concise statement of the acts which are alleged to constitute a violation of the Federal Election Campaign Act of 1971; (3) any documentation of allegations of the complaint available to the complainant; and (4) an assertion that the person complaining, if not a candidate, is not filing the complaint on behalf of or at the request of a candidate, unless such is the fact, in which case it shall be set forth. While your complaint is signed and contains your address, it could not be acted upon by the Commission unless it is sworn to and notarized and contains the statement set out in item (4) above. We are, therefore, returning your complaint to you so that you may submit it in the manner prescribed by law.

Should you choose to resubmit your complaint, it would be helpful if you could be as specific as possible concerning the charges you make. For example, such specifics might include the dates when KGMB-TV "vans, vehicles and employees (assisted) in setting up and dismantling (Mr. Heftel's) congressional political headquarters on Cooke Street. . . " and the number of vans, vehicles and employees used. In addition, in order for the Commission to consider your allegations that Mr. Heftel used KGMB-TV "for personal



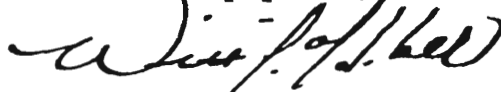
political advantage" and "misused his power and authority" as station owner and president, you would have to specify just how this occurred and include with this your assertion that such acts violated the Federal Election Campaign Act of 1971.

Finally, you should be aware of some public record information that has a bearing on another part of your originally submitted complaint. You charged that Mr. Heftel failed to report his moving expenses. A check of records at the Commission indicates that a report of \$275.50 in moving expenses, payable to KGMB-TV, had been filed by the Friends of Heftel Committee on March 17, 1977. This filing was after you had submitted your complaint.

In the interests of complying with the above procedures, a copy of the Federal Election Campaign Act of 1971, as amended, and a copy of the Commission's regulations are enclosed with this letter.

If you have any questions, please feel free to contact me or Leland Prince (202/523-4000), the staff member assigned to this matter.

Sincerely yours,



William C. Oldaker
General Counsel

8-1-77

7 0 1 0 0 8 2 5 3 2

complaint was unnotarized
Commission determined
that improper complaint
letter should be sent
out to complainant



FEDERAL ELECTION COMMISSION

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

July 22, 1977

MEMORANDUM TO: CHARLES STEELE

FROM:

MARJORIE W. EMMONS *MRE by js.*

SUBJECT:

MUR 420 (77)

The above-mentioned document was transmitted to the Commissioners on July 22, 1977 at 12:40 p.m.

Chairman Harris submitted an objection at 2:45, July 22, 1977. Note his comments on the attached circulation sheet.

MUR 420 (77) has been placed on the Compliance Agenda for Thursday, July 28, 1977.



July 21, 1977

MEMORANDUM TO: Marjorie Emmons
FROM: Elissa T. Garr
SUBJECT: MUR 420 (77)

Please distribute the attached 48 Hour Report on
MUR 420 (77) on a 24 hour no-objection basis.

Thank you.

78040082534

FEDERAL ELECTION COMMISSION
Washington, D. C.

48 HOUR GENERAL COUNSEL REPORT

MUR NO. 420 (77)

DATE AND TIME OF TRANSMITTAL
BY OGC TO THE COMMISSION _____

DATE COMPLAINT RECEIVED
BY OGC July 5, 1977

ATTORNEY Leland Prince

Complainant's Name: Alf Pratt

Respondent's Name: Congressman Cecil Heftel

Relevant Statute: §441b(a)

Internal Reports Checked: Public Records Federal Agencies Checked Referred from Justice

SUMMARY OF ALLEGATION

Complainant in a notarized statement alleges that respondent misused his position as president and owner of KGMB TV for personal political advantage. Complainant alleges that Heftel "utilized KGMB vans, vehicles and employees to assist in setting up and dismantling his congressional political headquarters on Cooke Street in Honolulu." Complainant checked the reports filed by Heftel and his committee, but failed to find an expenditure for these services reported.

PRELIMINARY LEGAL ANALYSIS

An initial check of the reports filed by the Friends of Cecil Heftel Committee showed that an expenditure of \$275.50 to KGMB TV for moving was reported. This expenditure was reported on March 17th which was several days after the complaint had originally been filed. However, the allegations that "vans, vehicles and employees" were used, coupled with the fact that respondent is president and owner of KGMB, suggests the possibility of a charge which is "below the usual and normal charge for the goods or services" [See Regs. Part 100.4(iii)(A)]. Thus, KGMB may have made a corporate contribution in violation of 2 U.S.C. §441b(a).

RECOMMENDATION

Find reason to believe a violation of 2 U.S.C. §441b(a) has occurred; send attached letters.

Date of Next Commission Review:



FEDERAL ELECTION COMMISSION

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

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Congressman Cecil Heftel
355 S Merchant Street
Honolulu, Hawaii 96813

Re: MUR 420(77)

Dear Congressman Heftel:

This letter is to notify you that the Federal Election Commission has received a complaint against you which alleges certain violations of the Federal Election Campaign Act of 1971, as amended ("the Act"). We have numbered this matter MUR 420(77). A copy of the complaint is enclosed. The Commission has reason to believe that the matters alleged therein state a violation of 2 U.S.C. §441b(a).

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. Although the complainant stated that no expenditure reflecting the cost of your move was reported, our staff has noted that you did report an expenditure of \$275.50 for moving on March 17, 1977. However, we need additional information in order to determine whether the complainant's other allegations have any merit.

Specifically, it would be helpful to the Commission's analysis if you could state, in a notarized statement:

- (1) The number of moves of your campaign headquarters made by station KGMB TV; and for each such move -
- (2) the number of workers used and their normal job duties and pay rates at the TV station;
- (3) the time taken to complete;
- (4) the distance involved; and
- (5) the dates.



- 2 -

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. You will be sent copies or summaries of all correspondence received by the Commission from the complainant concerning this matter. If you have any questions, please contact Leland Prince (telephone no. 202/523-4026), the staff member assigned to this case.

Sincerely yours,

William C. Oldaker
General Counsel

790410082537



FEDERAL ELECTION COMMISSION

1125 K STREET, N.W.
WASHINGTON, D.C. 20063

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Alf Pratt
1965 Halekoa Drive
Honolulu, Hawaii 96821

Re: MUR 420(77)

Dear Mr. Pratt:

We have completed a preliminary review of your complaint and have numbered it as MUR 420. Please refer to this number in any further correspondence.

A copy of your complaint has been forwarded to the respondent. If you have any further evidence you wish to make available to us, please submit it within five days of your receipt of this letter.

Please note that 2 U.S.C. §437g(a)(3) enjoins any person from making public the fact of "any notification or investigation" by the Commission until the respondent agrees in writing to make public the investigation. The staff member assigned to this matter is Leland Prince (telephone no. 202/523-4026). Please do not hesitate to write or call if you have any further questions.

Sincerely yours,

William C. Oldaker
General Counsel





FEDERAL ELECTION COMMISSION

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

July 7, 1977

Mr. Alf Pratte
1965 Halekoa Drive
Honolulu, Hawaii 96821

Dear Mr. Pratte:

This is to acknowledge receipt of your complaint of March 4, 1977 (referred from the Department of Justice), alleging violations of the Federal Election Campaign Laws. A staff member has been assigned to analyze your allegations and a recommendation to the Federal Election Commission as to how this matter should be handled will be made shortly. You will be notified as soon as the Commission determines what action should be taken. For your information, we have attached a brief description of the Commission's preliminary procedures for handling complaints.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "Charles N. Steele", is written over the typed name.

Charles N. Steele
Acting General Counsel





UNITED STATES DEPARTMENT OF JUSTICE

WASHINGTON, D.C. 20530

JUN 29 1977

MUR 420
FEDERAL ELECTION
COMMISSION
77 JUL 5 AM 9:16

Address Reply to the
Division Indicated

and Refer to Initials and Number

BRC:THH:LMB:ph

Mr. William C. Oldaker
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D. C. 20463

772902

Dear Mr. Oldaker:

On March 7, 1977, Harold M. Fong, the United States Attorney for the district of Hawaii, referred the attached complaint to the Public Integrity Section's Election Unit. The complaint alleges a possible violation of 2 U.S.C. 441(b), in that recently elected United States Congressman Cecil Heftel may have improperly used personnel and other resources of television station KGMB-TV to further his political campaign.

As this matter falls more appropriately within the Commission's jurisdiction, we are referring it to you. Should your investigation reveal knowing and willful violations of Federal election laws exceeding the \$1,000 jurisdictional minimum for criminal sanctions, we would appreciate being advised of any action the Commission decides to take. We are also sending a copy of this letter to the Federal Communications Commission, for whatever action it deems appropriate.

If this Section can be of further assistance to you, please do not hesitate to contact us.

Sincerely,

BENJAMIN R. CIVILETTI
Assistant Attorney General
Criminal Division

By:

Thomas H. Henderson, Jr.
THOMAS H. HENDERSON, JR.
Chief, Public Integrity Section

Attachment



March 4, 1977

Honorable Harold Fong, Esq.
U. S. Attorney for the District of Hawaii
The Federal Building
Honolulu, Hawaii 96813

Dear Mr. Fong:

The undersigned recently instigated an inquiry by the Honolulu Media Council into the use of a major TV station in Hawaii (KGMB-TV) by its principal owner (Cecil Heftel) for personal political advantage in last fall's congressional campaign. In the course of the campaign I alleged that as station owner and president of Heftel Broadcasting, Heftel misused his power and authority and amongst other things utilized KGMB vans, vehicles and employees to assist in setting up and dismantling his congressional political headquarters on Cooke Street in Honolulu.

In a written reply to these charges under date of February 15, 1977 on page 4, inter alia, Mr. Robert Sevey, combination president of the company and news director made the following statement:

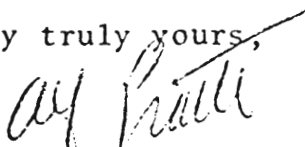
"KGMB vehicles were used to move furniture and equipment into Mr. Heftel's campaign headquarters. He owns the vehicles and the right to use them."

While conceivable, it is unlikely that the vehicles concerned were personally owned by Mr. Heftel. Instead they were probably corporate vehicles. If Mr. Heftel personally, or with campaign funds paid KGMB (or the owner of the vehicles) a reasonable sum therefor, such would be a valid use of the vehicles. I have screened Mr. Heftel's campaign expenditure reports for the period and find no specific indication that either he or his campaign committee made any such payments for the use of these services from his business corporation.

Under these circumstances, I believe that there is a very real possibility that Mr. Heftel, in directing the use of corporate vehicles for personal political purposes, violated the provisions of Section 441 (b) of Title 2 of the U. S. Code.

An appropriate investigation of the facts would seem to be in order.

Very truly yours,



Alf Pratte
1965 Halekoa Drive
Honolulu, Hawaii 96821

ACC # 1931

RECEIVED
FEDERAL ELECTION
COMMISSION

'77 OCT 31 AM 9:58

October 27, 1977

Mr. William C. Oldaker
General Counsel
Federal Election Commission
1325 K street N.W.
Washington, D.C. 20463

703113

RE: HEFTTEL BROADCASTING CORPORATION, AND HEFTTEL BROADCASTING, INC. In kind corporate contributions to Congressional candidate Cecil Heftel (MUR 420 77)

Dear Mr. Oldaker:

Thanks for your October 21 reply to my September 13 letter concerning Congressman Cecil Heftel.

I appreciate the fact that the Commission is looking into the formal complaint I have made. In regard to 2 U.S.C. 437 g (a) (3), I have not made the contents of my letter public.

I also appreciate the invitation to provide additional evidence on this matter. I am still in the process of trying to obtain information on campaign workers for the Cecil Heftel campaign who made use of a Heftel Broadcasting Corporation charge account. My understanding is that several workers, using campaign and personal vehicles, charged their gasoline at Mike's Union Service Station at 708 Keeaumoku Street, Honolulu, HI 96814 from August to November, 1976.

Also I have received information that a paid campaign worker, Richard Bleigh, received free housing for several months prior to the election as part of his pay. The apartment he used, on Kanunu Street in Honolulu, is owned personally by Mr. Heftel, but there is no evidence that this in-kind contribution was reported to the F.E.C.

Yours truly,

Paul Alfred Pratte

Paul Alfred Pratte
1965 Halekoa Drive
Honolulu, HI 96821

7031131541

1965 Halekoa Dr.
Honolulu, HI 96821



7 31 AM 9:16

Mr. William Oldaker
General Counsel
Federal Election Commission
1325 K Street N.W.
Washington, D. C. 20463

FEDERAL ELECTION COMMISSION

CORRESPONDENCE CONTROL SLIP

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For Division Use
 2 3 4 0 0
 20 1977

Suspense No. 5 3 4
 703148

Name and Address of Sender

Paul A. Pratte
 1965 Halekoa Dr
 Honolulu, Ha

Subject of Correspondence

MUR 420

Date Received

10-31-77

Suspense Date

Open

Referred to

Action (Optional)

1. Carr

2.

3.

4.

5.

Answer Date

2-31

File Designation

Special Instructions:

September 13, 1977

REC #1491
FEDERAL ELECTION
COMMISSION

77 SEP 13 AM 9:01

Mr. William C. Oldaker
General Counsel
Federal Election Commission
1325 K Street, N. W.
Washington, D. C. 20463

770751

RE: HEFTEL BROADCASTING CORP. and HEFTEL BROADCASTING HONOLULU INC. -
In kind corporate contributions to Congressional candidate
Cecil Heftel.

Dear Mr. Oldaker:

Thank you very much for your August 4 reply to my complaint of March 4, 1977 concerning the use of Heftel Broadcasting Corp. property and personnel during Mr. Cecil Heftel's 1976 campaign for the U. S. Congress.

I regret I did not follow the precise regulations outlined under the Federal Election Campaign Act in submitting my original complaint. The U. S. District Attorney did not call the formal procedures of presenting the complaint to my attention. Nor were these matters brought to my attention in your July 7 letter detailing your "MUR" matter under review process. Further, even in your August 4 letter you failed to include a copy of the 1971 Federal Election Campaign Act as amended as you stated. At your request, I have since phoned your office requesting said regulations.

All of this procedural delay does not change the fact of the violations I mentioned earlier or violations which have since been reported. Certainly, the after-the-fact Heftel check that you mention cannot be viewed as anything other than an attempt at a cover-up.

With this background in mind, I will make my formal complaint against Representative Cecil Heftel.

A. Paul Alfred Pratte
1965 Halekoa Drive
Honolulu, Hawaii 96821
(808) 737-3803

B. Mr. Cecil Heftel, as a candidate for Congress and President of the corporation that owned and operated FCC licensed KGMB-TV and Radio, utilized corporate assets and employees in pursuing campaign objectives, which activities amounted to an illegal in-kind corporate contribution.

Mr. William C. Oldaker
September 13, 1977
Page Two

1. Between June 15 and July 15, 1976, under Heftel's direction, employees Jose Uson and John Doe and vehicles white Datsun or Toyota pickup - Hawaii license 513-028; blue Dodge panel - license number 523-479 were used to move furniture and other materials into Heftel's 1976 campaign headquarters at 811 Cooke Street, Honolulu, Hawaii.
2. September 18, 1976 -- Mr. Heftel phoned unidentified station employee requesting that one of his taped personal political advertisements be inserted into regular programming.
3. Between November 1 and November 15, 1976, Mr. Heftel or his agents instructed KGMB employees Jose Uson and John Does to move campaign material to KGMB radio at 1599 Kapiolani Boulevard from campaign headquarters at 811 Cooke Street, Honolulu, Hawaii.
4. In addition, it has been brought to my attention that the following persons may have been utilized for political campaign purposes between July and November, 1976, while still employed by the Heftel Corporation: Mr. Edward Wong, Ms. Barbara Tyers, Ms. Sylvia Tanabe and Mr. Richard Cramer.
5. There are also reports that Heftel Corporation video-tape machines were used for political purposes at the University of Hawaii campus center for two days in the months of September or October, 1976.

I can locate no record of the Heftel Corporation being reimbursed for use of these corporation-owned vehicles, machinery or employees.

I am filing this complaint on my own behalf as a citizen interested in government and private corporation ethics in political campaigns and not at the request or on behalf of any candidate for any office.

Subscribed and sworn to before
me this 14th day of September,
1977.

Linda A. Takushi,
Notary Public, First Judicial
Circuit, State of Hawaii

Sincerely,

Paul Alfred Pratte

Paul Alfred Pratte
1965 Halekoa Drive
Honolulu, Hawaii 96821

My commission expires: 10 23 78

Paul Alfred Pratte

1965 Halekoa Drive

Honolulu, Hawaii 96821

17 SEP 1965



Mr. William C. Oldaker
General Counsel
Federal Election Commission
1325 K Street, N. W.
Washington, D. C. 20463

17 SEP 1965



FEDERAL ELECTION COMMISSION

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

July 7, 1977

Mr. Alf Pratte
1965 Halekoa Drive
Honolulu, Hawaii 96821

Dear Mr. Pratte:

This is to acknowledge receipt of your complaint of March 4, 1977 (referred from the Department of Justice), alleging violations of the Federal Election Campaign Laws. A staff member has been assigned to analyze your allegations and a recommendation to the Federal Election Commission as to how this matter should be handled will be made shortly. You will be notified as soon as the Commission determines what action should be taken. For your information, we have attached a brief description of the Commission's preliminary procedures for handling complaints.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "Charles N. Steele".

Charles N. Steele
Acting General Counsel





UNITED STATES DEPARTMENT OF JUSTICE

WASHINGTON, D.C. 20530

JUN 23 1977

RECEIVED
FEDERAL ELECTION
COMMISSION

77 JUL 5 AM 9:16

MUR 420

805

Address Reply to the

Division Indicated

and Refer to Initials and Number

BRC:THH:LMB:ph

Mr. William C. Oldaker
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D. C. 20463

77 2002

Dear Mr. Oldaker:

On March 7, 1977, Harold M. Fong, the United States Attorney for the district of Hawaii, referred the attached complaint to the Public Integrity Section's Election Unit. The complaint alleges a possible violation of 2 U.S.C. 441(b), in that recently elected United States Congressman Cecil Heftel may have improperly used personnel and other resources of television station KGMB-TV to further his political campaign.

As this matter falls more appropriately within the Commission's jurisdiction, we are referring it to you. Should your investigation reveal knowing and willful violations of Federal election laws exceeding the \$1,000 jurisdictional minimum for criminal sanctions, we would appreciate being advised of any action the Commission decides to take. We are also sending a copy of this letter to the Federal Communications Commission, for whatever action it deems appropriate.

If this Section can be of further assistance to you, please do not hesitate to contact us.

Sincerely,

BENJAMIN R. CIVILETTI
Assistant Attorney General
Criminal Division

By: *Thomas H. Henderson, Jr.*
THOMAS H. HENDERSON, JR.
Chief, Public Integrity Section

Attachment



JUN 29 1977

BRC:THH:LMB:ph

Mr. William C. Oldaker
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D. C. 20463

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Sincerely,

BENJAMIN R. CIVILETTI
Assistant Attorney General
Criminal Division

By:

THOMAS H. HENDERSON, JR.
Chief, Public Integrity Section

Attachment

March 4, 1977

Honorable Harold Fong, Esq.
U. S. Attorney for the District of Hawaii
The Federal Building
Honolulu, Hawaii 96813

Dear Mr. Fong:

The undersigned recently instigated an inquiry by the Honolulu Media Council into the use of a major TV station in Hawaii (KGMB-TV) by its principal owner (Cecil Heftel) for personal political advantage in last fall's congressional campaign. In the course of the campaign I alleged that as station owner and president of Heftel Broadcasting, Heftel misused his power and authority and amongst other things utilized KGMB vans, vehicles and employees to assist in setting up and dismantling his congressional political headquarters on Cooke Street in Honolulu.

In a written reply to these charges under date of February 15, 1977 on page 4, inter alia, Mr. Robert Sevey, combination president of the company and news director made the following statement:

"KGMB vehicles were used to move furniture and equipment into Mr. Heftel's campaign headquarters. He owns the vehicles and the right to use them."

While conceivable, it is unlikely that the vehicles concerned were personally owned by Mr. Heftel. Instead they were probably corporate vehicles. If Mr. Heftel personally, or with campaign funds paid KGMB (or the owner of the vehicles) a reasonable sum therefor, such would be a valid use of the vehicles. I have screened Mr. Heftel's campaign expenditure reports for the period and find no specific indication that either he or his campaign committee made any such payments for the use of these services from his business corporation.

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An appropriate investigation of the facts would seem to be in order.

Very truly yours,



Alf Pratte
1965 Halekoa Drive
Honolulu, Hawaii 96821

DEPARTMENT OF JUSTICE

WASHINGTON, D. C. 20530

OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE. \$300

JUL 5 AM 9:07

Mr. William C. Oldaker
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D. C. 20463

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AIRMAIL





FEDERAL ELECTION COMMISSION

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

THIS IS THE BEGINNING OF MUR # 420

Date Filmed 12/20/78 Camera No.----2

Cameraman GPC

