



FEDERAL ELECTION COMMISSION
WASHINGTON D.C. 20463

THIS IS THE BEGINNING OF MUR # 4612

DATE FILMED 1-12-98 CAMERA NO. 2

CAMERAMAN S.E. G

98043852931

LBF

FRIEL & COMPANY

1303 East Abingdon Drive, #3
Alexandria, VA 22314

RECEIVED
FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL
COUNSEL

JAN 15 10 47 AM '97

January 10, 1997

MUR 4612

Office of the General Counsel
Federal Election Commission
999 "E" Street, N.W.
Washington, D.C. 20463

To whom it may concern:

I am a fund raising consultant based in Alexandria, Virginia. This past election cycle I had the misfortune of having a congressional client that did not pay for my services as agreed to in a signed contract. In the four years I have been providing fund raising services to political and nonprofit clients, I have never experienced this problem until now.

My client was Teresa Doggett who ran unsuccessfully for Congress in TX-10. Our official relationship ended on September 30, 1996. Since it was a mutual parting of the ways, I agreed to waive the two weeks notice and fee for early termination of the contract. I have billed her repeatedly for the September retainer fee of \$2,000 and for reimbursement for telephone calls to her campaign for August \$25.11 and for September \$42.25. Each month I have mailed her invoices for these charges plus an accruing 10% late fee as agreed to in the signed contract.

The recent FEC report I saw did not list my name, my company name or these amounts as outstanding. I did call the FEC general number last week and was instructed to send you this notarized letter. I hope you will look into this and advise me as to how to proceed. In addition, I am considering pursuing this matter with the help of a debt collection agency and further legal action if necessary.

Attached please find copies of the most recent invoices for the monthly retainer fee and expenses. Thank you for your assistance with this unpleasant situation. I look forward to hearing from you.

Sincerely,

Lisa B. Friel

Lisa B. Friel

*Seen, Sworn & Subscribed before me on this
13th Day of January, 1997*

Susan M. Hamlet

Phone 703-549-2805

NOTARY PUBLIC

Fax 703-549-2806

My Commission Expires Sept 30, 2000

LBF

Lisa B. Friel

1303 East Abington Drive #1
Alexandria, VA 22314

INVOICE

● Bill To:

● Date:

Teresa Doggett for U.S. Congress
P.O. Box 163747
Austin, Texas 78716-3747

December 15, 1996

Description	Total
RETAINER	
Month of September	\$ 2,000
1st late fee	\$ 200
Sub-total (on 11/14/96)	\$ 2,200
2nd late fee	\$ 220
Sub-total (on 12/15/96)	\$ 2,420
3rd late fee	\$ 242
Bal Due	\$ 2,662

LBF

Lisa B. Friel

1303 East Abingdon Drive #
Alexandria VA 22314

INVOICE

● Bill To:

Teresa Doggett for U.S. Congress
P.O. Box 163747
Austin, Texas 78716-3747

● Date:

December 15, 1996

Description	Total
EXPENSES	
Longitudinal Audit	\$ 25.11
Fax	\$ 4.00
	\$ 29.11
UNITS TO GO	\$ 2.91
Longitudinal Interview	\$ 42.25
	\$ 74.27
LATE FE	\$ 7.42
LATE FE	\$ 8.16
Bal Due	\$ 89.85



FEDERAL ELECTION COMMISSION

Washington, DC 20463

January 22, 1997

Lisa B. Friel
Friel & Company
1303 East Abingdon Drive, #3
Alexandria, VA 22314

RE: MUR 4612

Dear Ms. Friel

This letter acknowledges receipt on January 15, 1997, of the complaint you filed alleging possible violations of the Federal Election Campaign Act of 1971, as amended ("the Act"). The respondent(s) will be notified of this complaint within five days.

You will be notified as soon as the Federal Election Commission takes final action on your complaint. Should you receive any additional information in this matter, please forward it to the Office of the General Counsel. Such information must be sworn to in the same manner as the original complaint. We have numbered this matter MUR 4612. Please refer to this number in all future communications. For your information, we have attached a brief description of the Commission's procedures for handling complaints.

Sincerely,

A handwritten signature in black ink, appearing to read "F. Andrew Turley".

F. Andrew Turley
Supervisory Attorney
Central Enforcement Docket

Enclosure
Procedures

98043852935



FEDERAL ELECTION COMMISSION

Washington, DC 20463

January 22, 1997

Alan Sager, Treasurer
Teresa Doggett for Congress
PO Box 163747
Austin, TX 78716

RE: MUR 4612

Dear Mr. Sager:

The Federal Election Commission received a complaint which indicates that Teresa Doggett for Congress ("Committee") and you, as treasurer, may have violated the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 4612. Please refer to this number in all future correspondence.

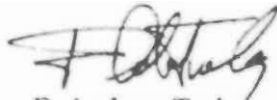
Under the Act, you have the opportunity to demonstrate in writing that no action should be taken against the Committee and you, as treasurer, in this matter. Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. Where appropriate, statements should be submitted under oath. Your response, which should be addressed to the General Counsel's Office, must be submitted within 15 days of receipt of this letter. If no response is received within 15 days, the Commission may take further action based on the available information.

This matter will remain confidential in accordance with 2 U.S.C. § 437g(a)(4)(B) and § 437g(a)(12)(A) unless you notify the Commission in writing that you wish the matter to be made public. If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form stating the name, address and telephone number of such counsel, and authorizing such counsel to receive any notifications and other communications from the Commission.

9 0 4 3 8 5 2 9 3 6

If you have any questions, please contact Alva E. Smith at (202) 219-3690. For your information, we have enclosed a brief description of the Commission's procedures for handling complaints.

Sincerely,



F. Andrew Turloy
Supervisory Attorney
Central Enforcement Docket

Enclosures

1. Complaint
2. Procedures
3. Designation of Counsel Statement

98043852937



FEDERAL ELECTION COMMISSION

Washington, DC 20463

January 22, 1997

Teresa Doggett
32 Sundown Parkway
Austin, TX 78746

RE: MUR 4612

Dear Ms. Doggett:

The Federal Election Commission received a complaint which indicates that you may have violated the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 4612. Please refer to this number in all future correspondence.

Under the Act, you have the opportunity to demonstrate in writing that no action should be taken against you in this matter. Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. Where appropriate, statements should be submitted under oath. Your response, which should be addressed to the General Counsel's Office, must be submitted within 15 days of receipt of this letter. If no response is received within 15 days, the Commission may take further action based on the available information.

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If you have any questions, please contact Alva E. Smith at (202) 219-3690. For your information, we have enclosed a brief description of the Commission's procedures for handling complaints.

Sincerely,



F. Andrew Furley
Supervisory Attorney
Central Enforcement Docket

Enclosures

1. Complaint
2. Procedures
3. Designation of Counsel Statement

9 0 0 4 3 8 5 2 9 3 9

Teresa Doggett

FOR CONGRESS

February 11, 1997

VIA CERTIFIED MAIL

Ms. Lisa Friel, President
Friel & Company
1303 East Abingdon Drive, #3
Alexandria, Virginia 22314

Dear Ms. Friel:

We write this letter concerning the Consulting Agreement (the "Agreement") between the Teresa Doggett for Congress Campaign (the "Campaign") and Friel & Company ("Friel") dated as of July 30, 1996. A copy of the original Agreement faxed to the Campaign by Friel and signed by the Campaign is enclosed.

Pursuant to the Agreement, Friel, an unincorporated business in Alexandria, Virginia owned by yourself, agreed to provide the Campaign professional services in the following major areas. First, pursuant to the first sentence of the Scope of Work of the Agreement, Friel agreed to heighten the visibility of the Campaign within the Washington, D.C. PAC community, lay the groundwork to facilitate and optimize contributions during the September and October wave of funding, and to raise a mutually agreed upon and a realistic dollar goal for the Campaign. Second, pursuant to the second sentence of the Scope of Work of the Agreement, Friel agreed to initiate an aggressive three month program to raise as much money as possible.

Third, pursuant to the third sentence of the Scope of Work of the Agreement, Friel agreed to optimize results by undertaking a concerted effort to research, target and contact key PAC representatives in an effort to show that the Campaign was winnable, organized, professional and had the momentum necessary to unseat the democrat incumbent. Fourth, pursuant to the second paragraph of the Scope of Work of the Agreement, Friel agreed that its primary focus would be PAC fund raising, and that it would also provide assistance with strategic decisions regarding the entire funding raising effort on an as needed basis for one fixed fee of \$2,000 per month.

The Campaign based its decision to enter into the Agreement with Friel upon certain representations by Friel as to its expertise in providing the services that the Campaign sought. Specifically, Friel represented to the Campaign that (1) Friel had previously helped other Congressional Challengers develop and implement strategies to obtain financial contributions from Washington, D.C.-based PACs, (2) Friel's President was a highly motivated, dedicated and experienced professional, (3) Friel had extensive experience successfully raising PAC funds for other Congressional campaigns, and (4) that it was reasonable for the Campaign to count on Friel raising between \$20,000 and \$30,000 in PAC contributions by the end of September 1996. In addition, Friel led the Campaign to believe that Friel had contacts with many potential influential PACs that would make it easier for the Campaign to raise funds from other PACs. Friel also led the Campaign to believe that Friel would devote between 10 and 15 hours per week, in exchange for the payment of \$2,000 per month plus direct expenses, to solicit funds for the Campaign.

Based upon Friel's representations with respect to its contacts for potential contributions with Washington, D.C.-based PACs and Friel's commitment of the time necessary to make and follow-up on such contacts, Friel convinced the Campaign that Friel could produce at least \$20,000 in PAC contributions by the end of September 1996 and consequently it would not be necessary for the Campaign to spend the time and effort to solicit any Washington, D.C. PAC funds during this period.

Friel initially provided advice and assistance to the Campaign regarding the development of PAC letters and a plan of action to solicit funds for PACs. When, however, the Campaign asked Friel to give the Campaign a progress report that specifically listed Friel's estimate of how much money the Campaign could expect from specific Washington, D.C. PACs at a date certain, Friel claimed that it was impossible to raise Washington, D.C. PAC money for a challenger campaign. Friel then attempted to unilaterally change the scope of work of the Agreement to eliminate Friel's requirement to raise a specific amount of money for the Campaign while receiving the same compensation.

This attempt to modify the Agreement was rejected by the Campaign and the Campaign continues to hold Friel responsible for the terms agreed to between Friel and the Campaign. Unfortunately, to this date, Friel has not raised any Washington, D.C. PAC money or any other money for the Campaign and has refused to submit any of the weekly reports required by the Agreement. Despite Friel's statement that it was impossible to raise Washington, D.C. PAC money for a challenger, the Campaign raised \$30,554.63 in Washington, D.C. PAC money in spite of the complete failure of Friel to perform according to the terms of the Agreement.

As compensation for its services under the Agreement, Friel was entitled to payments of \$2,000 per month plus required expenses, to be paid monthly from the 1st of August through the 7th of November 1996. The Campaign paid Friel \$2,000 plus expenses, for the month of August. However, when Friel attempted to change the terms of the Agreement to eliminate Friel's Washington, D.C. PAC fund raising requirements, the Campaign rejected Friel's proposed modifications and refused to pay Friel for services that Friel refused to perform.

In spite of Friel's breach of the Agreement, the Campaign informed Friel that it would pay Friel \$2,029 for September if Friel did the following:

- a. Raise \$5,000 in PAC money to cover Friel's cost to the campaign.
- b. Send the Campaign a final report that listed the names, affiliation, addresses and telephone numbers of all individuals Friel contacted on behalf of the Campaign during the months of August and September, sorted by date. This report was to also state what their position was towards the Campaign, what prospects the Campaign had to receive funds from them prior to November 5 and what steps the Campaign must take to secure these funds.

Friel refused to comply with these conditions or any of the other requirements of Friel's Agreement with the Campaign. Now that the general election is over, curing the breach of the Agreement is no longer possible for Friel.

The Campaign believes that Friel has breached the Agreement in at least five major areas. First, Friel failed to raise any money from any Washington, D.C. PAC legally authorized to give funds to the Campaign. The Campaign has previously advised Friel of this deficiency and Friel has failed to fulfill its obligation. Second, Friel misrepresented to the Campaign its ability to heighten the visibility of the Campaign within the Washington, D.C. PAC community, lay the groundwork to facilitate and optimize contributions during the September and October wave of funding. The Campaign has previously advised Friel of this deficiency and Friel has failed to fulfill its obligation.

Third, Friel failed to produce detailed written weekly reports required by the Agreement. The Campaign has previously advised Friel of this deficiency and Friel has failed to fulfill its obligation. Fourth, Friel failed to initiate an "aggressive three month program to raise as much money as possible." The Campaign has previously advised Friel of this deficiency and Friel has failed to fulfill its obligation.

Finally, on or about the 2nd of October 1996, Friel sent the Campaign a copy of the Agreement that had been unilaterally altered by Friel in an attempt to restate and limit Friel's responsibilities and liabilities to the Campaign. The Campaign did not agree to these changes and they are void.

The Campaign has previously advised Friel that because of the foregoing breaches, it deemed the Agreement to be canceled and of no further force and effect. In October, in an attempt to help Friel come back into compliance with the requirements of the Agreement, the Campaign informed Friel that if Friel submitted a complete report detailing all of the work that she performed for the Campaign during September in a timely manner so that the Campaign could pursue Friel's contacts to raise Washington, D.C. PAC funds, the Campaign would make one final payment of \$2,000 plus expenses for the month of September 1996. The Campaign executed a Cashier's Check in the name of Friel, but Friel refused to execute any such report and therefore is no longer eligible to receive any additional payment at all.

Friel's misrepresentations as to its abilities and failure to perform its obligations to the Campaign under the Agreement have caused significant damage to the Campaign through lost time, opportunities, and financial contributions. Moreover, Friel's continuing refusal to acknowledge that the Agreement is terminated and that Friel has no claim to any payment at all from the Campaign represents a continuing injury to the Campaign. Friel's action of filing complaints with the Federal Elections Commission (FEC) and the Internal Revenue Service (IRS) in an attempt to enforce an Agreement that Friel unilaterally breached without cause has damaged the reputation of the Campaign. Finally, Friel's unilateral altering of the Agreement in an unethical and illegal attempt to create a new and amended Agreement without the consent of the Campaign has caused significant damage to the Campaign.

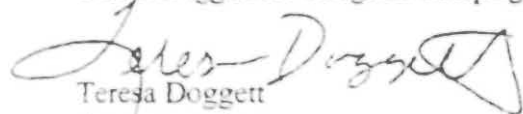
Through its conduct, Friel has violated Section 17.50(a)(1) of the Texas Business and Commerce Code by committing one or more false, misleading, or deceptive acts or practices within the meaning of Section 17.46 and Section 17.50(a)(3) through its unconscionable action or course of action with respect to the Campaign.

Pursuant to Section 17.505(a) of the Texas Business and Commerce Code, you are hereby advised of the above claims of the Campaign under the Texas Deceptive Trade Practices - Consumer Protection Act. Pursuant to such Section and solely for the purposes of settlement, the Campaign is willing to resolve this matter by your execution of an acknowledgment that the Agreement is terminated and of no further force or effect, by your withdrawal of your complaints to the Federal Election Commission, the Internal Revenue Service and any other agencies or organizations that you may have contacted to disparage the reputation of the Campaign, by the payment of \$20,000 to the Campaign, and by the payment of \$1,000 to cover the Campaign's expenses in bringing this matter to conclusion.

This settlement demand will remain open for 60 days after you receive it. In the event that this matter is not settled by the end of such 60-day period further action will be taken. Since these violations of the Texas Deceptive Trade Practices - Consumer Protection Act were intentional and/or knowing, the Campaign will be entitled to treble damages in the event the case is litigated or arbitrated. In addition, regardless of whether the violations are found to be intentional or knowing, the Campaign will seek reimbursement for attorney's fees and court or arbitration and other costs that obviously will be much greater than those incurred to date.

Please contact me in writing at the address on this letterhead should you wish to settle this matter. I look forward to hearing from you.

Very truly yours,
Teresa Doggett for Congress Campaign



Teresa Doggett
Attorney at Law
DC & NE (inactive status)

Encl.

Proposal

To: Teresa Doggett
Teresa Doggett for Congress (TX-10)

From: Lisa B. Friel

Date: July 30, 1996

Re: Consulting Agreement - Teresa Doggett for Congress (TX-10)

Thank you for giving me the opportunity to submit a proposal to assist the Teresa Doggett for Congress campaign with their PAC fund raising. Attached please find a short proposal outlining my experience, menu of services, fee schedule and contract. Please let me know if I can provide you with additional information. I am on standby to begin working immediately.

TECHNICAL PROPOSAL

EXPERIENCE

Located in Alexandria, Virginia, FRIEL & COMPANY is a fund raising, public relations and special events firm founded in 1990. FRIEL & COMPANY offers full-service assistance to Republican political campaigns, political organizations, nonprofit organizations, corporations, trade associations and sporting events. Expertise covering a wide spectrum of services is offered including general fund raising; Political Action Committees; publicity and promotion; special events; major donors; program management; video coaching; long-range planning; finance committees and board development; direct mail; telemarketing; teaching and training; in-kind contributions; and corporate/foundation proposal writing.

Current year clients include the Republican National Committee, Georgetown University Medical Center, the American Red Cross National Headquarters (both the Annual Community Campaign and Biomedical Services Fund for Life donor recruitment program), the American Medical Association and several Congressional campaigns. Previous clients include the National Federation of Republican Women, the Conference for a Republican Majority, the Washington International Horse Show, the Wings of Freedom Air Show and numerous campaigns and Republican party organizations. Written finance plans have been developed for several Members of Congress.

FRIEL & COMPANY has an established reputation for approaching each project with a primary emphasis on the basics. In fund raising, there are ideas and techniques that when implemented correctly are proven to be successful. The key to accomplishing established goals is to build on a base of the "tried and true" methodology, with a secondary emphasis on creative ideas and new approaches. This combination of the best of both basics and creativity provides a winning strategy.

SCOPE OF WORK

The goal is to heighten the visibility of the Teresa Doggett for Congress campaign within the DC PAC community, lay the groundwork to facilitate and optimize contributions during the September and October wave of funding and to raise a mutually agreed upon and realistic dollar goal for this campaign. This proposal is based on an aggressive three month program to raise as much money as possible realizing that PAC fund raising for challenger races is an uphill battle. Results will be optimized by undertaking an concerted effort to research, target and contact key PAC representatives in an effort to show that this campaign is winnable, organized and professional and has the momentum necessary to unseat the democrat incumbent.

The primary focus is PAC fund raising, however, assistance with strategic decisions regarding the entire fund raising effort will be provided as needed and is included in the monthly fee. The success of other fund raising components such as finance committee, special events, direct mail, etc. will directly impact on the results of the PAC program.

SERVICES PROVIDED

The consultant will be responsible for designing, implementing and monitoring the agreed upon tactics and will work at the direction and in cooperation with the campaign staff. Services will include the following:

- develop PAC strategy
- interface with appropriate campaign consultants and NRCC staff
- develop targeted PAC list
- review and edit PAC cover letter and PAC kit contents
- oversee mailing of PAC kits from HQ
- serve as DC area telephone contact person
- handle follow-up calls
- schedule candidate for PAC meetings in DC
- organize DC Meet & Greets
- develop PAC newsletter
- oversee mailing of newsletters from HQ
- work with PAC Steering Committee

3

- prepare PAC thank you letters
- launch post-Election Day PAC effort

FEE SCHEDULE

FRIEL & COMPANY provides consulting services on a retainer basis (no percentage or commission). Invoices are issued on the 15th and payment is due on the last day of the month the work is performed. Of note, payment must be received by the 7th day of the month following invoice date to avoid a 10% late penalty. In addition, reimbursement is required for expenses including postage, long-distance telephone calls, travel outside the Washington, DC area, and any special printing, copying and office supplies. Prior approval from the campaign will be arranged for any expenses exceeding \$100.

The following schedule of retainer fees factors in the amount of time that will be devoted to completing the Scope of Work. Status reports will be furnished on a weekly basis.

August	\$ 2,000
September	\$ 2,000
October	\$ 2,000
November 1-7	\$ 500
TOTAL	\$ 6,500

This signed document, in the form of a *Letter of Agreement* will serve as the contract covering the period of time from August 1 through November 7, 1996. The terms of the contract can be re-negotiated by either party with two weeks written notice.

Lisa B. Friel
FRIEL & COMPANY
Consultant

Date

Teresa Doggett, Candidate
Teresa Doggett for Congress (TX-10)
Client

July 31, 1996
Date

LBF

February 16, 1997

FEB 19 11 17 AM '97

RECEIVED
FEDERAL ELECTION
COMMISSION
OFFICE OF THE
CLERK

Mr. Andrew Turley
Supervisory Attorney
Central Enforcement Docket
Federal Election Commission
Washington, D.C. 20463

RE: MUR 4612

Dear Mr. Turley:

Thank you for your letter dated January 22, 1997. I am writing to let you know that last week I received a document from Teresa Doggett (the unsuccessful candidate) in which she threatens to sue me for \$20,000 if I have any further contact with the FEC.

Please advise me as to how to proceed. Thank you!

Sincerely,



Lisa B. Friel

Lisa B. Friel

1303 East Abingdon Drive, #3
Alexandria, Virginia 22314

29043852947

LBF

February 24, 1997

FEB 26 4 13 PM '97

FEDERAL ELECTION COMMISSION
OFFICE OF THE CLERK
WASHINGTON, D.C. 20543

Mr. Andrew Turley
Supervisory Attorney
Central Enforcement Docket
Federal Election Commission
Washington, D.C. 20463
RE: MUR 4612

Dear Mr. Turley:

As a follow-up to our telephone conversation today, enclosed please find a copy of the letter and enclosures from Teresa Doggett dated February 11. The threat appears on page four. The contract attached was a draft and does include my signature. I can only assume she misplaced the original of the final which was different.

The letter says she terminated me. The truth is I terminated her in writing because of non-payment. She received the letter and left an ugly message on my machine accusing me of terminating her because she is an African-American. I can assure you that I was well aware of that when I met with her and agreed to try and help her. It did not factor in to my decision to retain her as a client nor did it influence my decision to terminate her.

In terms of the FEC report, she may have listed payments to me incorrectly. I know she mistakenly reported a payment to her travel agency (Skypass Travel, Inc.) as income to me on the 1099 form sent to the IRS. The Doggett campaign sent me two checks #1325 dated July 15, 1996 for \$586.97 (day fee plus expenses) and #1514 dated September 4, 1996 for \$2,000 (retainer). I have not reviewed her FEC reports lately so I am not aware as to how she reported the payments to me. I can only assume that because the 1099 is wrong due to the Skypass Travel mistake that she may have made the same error on the FEC report.

Please let me know if I can furnish you with additional information.

Sincerely,



Lisa B. Friel

1303 East Abingdon Drive, #3
Alexandria, Virginia 22314

Teresa Doggett

FOR CONGRESS

February 11, 1997

VIA CERTIFIED MAIL

Ms. Lisa Friel, President
Friel & Company
1303 East Abingdon Drive, #3
Alexandria, Virginia 22314

Dear Ms. Friel:

We write this letter concerning the Consulting Agreement (the "Agreement") between the Teresa Doggett for Congress Campaign (the "Campaign") and Friel & Company ("Friel") dated as of July 30, 1996. A copy of the original Agreement faxed to the Campaign by Friel and signed by the Campaign is enclosed.

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Based upon Friel's representations with respect to its contacts for potential contributions with Washington, D.C.-based PACs and Friel's commitment of the time necessary to make and follow-up on such contacts, Friel convinced the Campaign that Friel could produce at least \$20,000 in PAC contributions by the end of September 1996 and consequently it would not be necessary for the Campaign to spend the time and effort to solicit any Washington, D.C. PAC funds during this period.

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This attempt to modify the Agreement was rejected by the Campaign and the Campaign continues to hold Friel responsible for the terms agreed to between Friel and the Campaign. Unfortunately, to this date, Friel has not raised any Washington, D.C. PAC money or any other money for the Campaign and has refused to submit any of the weekly reports required by the Agreement. Despite Friel's statement that it was impossible to raise Washington, D.C. PAC money for a challenger, the Campaign raised \$30,554.63 in Washington, D.C. PAC money in spite of the complete failure of Friel to perform according to the terms of the Agreement.

As compensation for its services under the Agreement, Friel was entitled to payments of \$2,000 per month plus required expenses, to be paid monthly from the 1st of August through the 7th of November 1996. The Campaign paid Friel \$2,000 plus expenses, for the month of August. However, when Friel attempted to change the terms of the Agreement to eliminate Friel's Washington, D.C. PAC fund raising requirements, the Campaign rejected Friel's proposed modifications and refused to pay Friel for services that Friel refused to perform.

In spite of Friel's breach of the Agreement, the Campaign informed Friel that it would pay Friel \$2,029 for September if Friel did the following:

- a. Raise \$5,000 in PAC money to cover Friel's cost to the campaign.
- b. Send the Campaign a final report that listed the names, affiliation, addresses and telephone numbers of all individuals Friel contacted on behalf of the Campaign during the months of August and September, sorted by date. This report was to also state what their position was towards the Campaign, what prospects the Campaign had to receive funds from them prior to November 5 and what steps the Campaign must take to secure these funds.

Friel refused to comply with these conditions or any of the other requirements of Friel's Agreement with the Campaign. Now that the general election is over, curing the breach of the Agreement is no longer possible for Friel.

The Campaign believes that Friel has breached the Agreement in at least five major areas. First, Friel failed to raise any money from any Washington, D.C. PAC legally authorized to give funds to the Campaign. The Campaign has previously advised Friel of this deficiency and Friel has failed to fulfill its obligation. Second, Friel misrepresented to the Campaign its ability to heighten the visibility of the Campaign within the Washington, D.C. PAC community, lay the groundwork to facilitate and optimize contributions during the September and October wave of funding. The Campaign has previously advised Friel of this deficiency and Friel has failed to fulfill its obligation.

Third, Friel failed to produce detailed written weekly reports required by the Agreement. The Campaign has previously advised Friel of this deficiency and Friel has failed to fulfill its obligation. Fourth, Friel failed to initiate an "aggressive three month program to raise as much money as possible." The Campaign has previously advised Friel of this deficiency and Friel has failed to fulfill its obligation.

Finally, on or about the 2nd of October 1996, Friel sent the Campaign a copy of the Agreement that had been unilaterally altered by Friel in an attempt to restate and limit Friel's responsibilities and liabilities to the Campaign. The Campaign did not agree to these changes and they are void.

The Campaign has previously advised Friel that because of the foregoing breaches, it deemed the Agreement to be canceled and of no further force and effect. In October, in an attempt to help Friel come back into compliance with the requirements of the Agreement, the Campaign informed Friel that if Friel submitted a complete report detailing all of the work that she performed for the Campaign during September in a timely manner so that the Campaign could pursue Friel's contacts to raise Washington, D.C. PAC funds, the Campaign would make one final payment of \$2,000 plus expenses for the month of September 1996. The Campaign executed a Cashier's Check in the name of Friel, but Friel refused to execute any such report and therefore is no longer eligible to receive any additional payment at all.

Friel's misrepresentations as to its abilities and failure to perform its obligations to the Campaign under the Agreement have caused significant damage to the Campaign through lost time, opportunities, and financial contributions. Moreover, Friel's continuing refusal to acknowledge that the Agreement is terminated and that Friel has no claim to any payment at all from the Campaign represents a continuing injury to the Campaign. Friel's action of filing complaints with the Federal Elections Commission (FEC) and the Internal Revenue Service (IRS) in an attempt to enforce an Agreement that Friel unilaterally breached without cause has damaged the reputation of the Campaign. Finally, Friel's unilateral altering of the Agreement in an unethical and illegal attempt to create a new and amended Agreement without the consent of the Campaign has caused significant damage to the Campaign.

Lisa Friel, President
February 11, 1997
Page - 4 -


Through its conduct, Friel has violated Section 17.50(a)(1) of the Texas Business and Commerce Code by committing one or more false, misleading, or deceptive acts or practices within the meaning of Section 17.46 and Section 17.50(a)(3) though its unconscionable action or course of action with respect to the Campaign.

Pursuant to Section 17.505(a) of the Texas Business and Commerce Code, you are hereby advised of the above claims of the Campaign under the Texas Deceptive Trade Practices - Consumer Protection Act. Pursuant to such Section and solely for the purposes of settlement, the Campaign is willing to resolve this matter by your execution of an acknowledgment that the Agreement is terminated and of no further force or effect, by your withdrawal of your complaints to the Federal Election Commission, the Internal Revenue Service and any other agencies or organizations that you may have contacted to disparage the reputation of the Campaign, by the payment of \$20,000 to the Campaign, and by the payment of \$1,000 to cover the Campaign's expenses in bringing this matter to conclusion.

This settlement demand will remain open for 60 days after you receive it. In the event that this matter is not settled by the end of such 60-day period further action will be taken. Since these violations of the Texas Deceptive Trade Practices - Consumer Protection Act were intentional and/or knowing, the Campaign will be entitled to treble damages in the event the case is litigated or arbitrated. In addition, regardless of whether the violations are found to be intentional or knowing, the Campaign will seek reimbursement for attorney's fees and court or arbitration and other costs that obviously will be much greater than those incurred to date.

Please contact me in writing at the address on this letterhead should you wish to settle this matter. I look forward to hearing from you.

Very truly yours,
Teresa Doggett for Congress Campaign


Teresa Doggett
Attorney at Law
DC & NE (inactive status)

Encl.

Proposal

To: Teresa Doggett
Teresa Doggett for Congress (TX-10)

From: Lisa B. Friel

Date: July 30, 1996

Re: Consulting Agreement - Teresa Doggett for Congress (TX-10)

Thank you for giving me the opportunity to submit a proposal to assist the Teresa Doggett for Congress campaign with their PAC fund raising. Attached please find a short proposal outlining my experience, menu of services, fee schedule and contract. Please let me know if I can provide you with additional information. I am on standby to begin working immediately.

TECHNICAL PROPOSAL

EXPERIENCE

Located in Alexandria, Virginia, FRIEL & COMPANY is a fund raising, public relations and special events firm founded in 1990. FRIEL & COMPANY offers full-service assistance to Republican political campaigns, political organizations, nonprofit organizations, corporations, trade associations and sporting events. Expertise covering a wide spectrum of services is offered including general fund raising, Political Action Committees, publicity and promotion, special events, major donors, program management, video coaching, long-range planning, finance committees and board development, direct mail, telemarketing, teaching and training, in-kind contributions, and corporate/foundation proposal writing.

Current year clients include the Republican National Committee, Georgetown University Medical Center, the American Red Cross National Headquarters (both the Annual Community Campaign and Biomedical Services - For Life donor recruitment program), the American Medical Association and several Congressional campaigns. Previous clients include the National Federation of Republican Women, the Conference for a Republican Majority, the Washington International Horse Show, the Wings of Freedom Air Show and numerous campaigns and Republican party organizations. Written finance plans have been developed for several Members of Congress.

SCOPE OF WORK

The primary focus is PAC fund raising, however, assistance with strategic decisions regarding the entire fund raising effort will be provided as needed and is included in the monthly fee. The success of other fund raising components such as finance committee, special events, direct mail, etc. will directly impact on the results of the PAC program.

SERVICES PROVIDED

- develop PAC strategy
- interface with appropriate campaign consultants and NRCC staff
- develop targeted PAC list
- review and edit PAC cover letter and PAC kit contents
- oversee mailing of PAC kits from HQ
- serve as DC area telephone contact person
- handle follow-up calls
- schedule candidate for PAC meetings in DC
- organize DC "Meet & Greets"
- develop PAC newsletter
- oversee mailing of newsletters from HQ
- work with PAC Steering Committee

- prepare PAC thank you letters
- launch post-Election Day PAC effort

FEE SCHEDULE

FRIEL & COMPANY provides consulting services on a retainer basis (no percentage or commission). Invoices are issued on the 15th and payment is due on the last day of the month the work is performed. Of note, payment must be received by the 7th day of the month following invoice date to avoid a 10% late penalty. In addition, reimbursement is required for expenses including postage, long-distance telephone calls, travel outside the Washington, DC area, and any special printing, copying and office supplies. Prior approval from the campaign will be arranged for any expenses exceeding \$100.

The following schedule of retainer fees factors in the amount of time that will be devoted to completing the Scope of Work. Status reports will be furnished on a weekly basis.

August	\$ 2,000
September	\$ 2,000
October	\$ 2,000
November 1-7	\$ 500
TOTAL	\$ 6,500

This signed document, in the form of a *Letter of Agreement* will serve as the contract covering the period of time from August 1 through November 7, 1996. The terms of the contract can be re-negotiated by either party with two weeks written notice.

 Lisa B. Friel
 FRIEL & COMPANY
 Consultant

 Date

 Teresa Doggett, Candidate
 Teresa Doggett for Congress (TX-13)
 Client

 July 31, 1996
 Date

568 585-1016
 9704-285 2955

Teresa Doggett

FOR CONGRESS

February 11, 1997

Eight Pages Via Fax (202) 219-3923 and Certified Mail

F. Andrew Turley, Supervisory Attorney
Central Enforcement Docket
Federal Election Commission
999 E Street, NW
Washington, DC 20463

RE: MUR 4612

Dear Mr. Turley,

We received your letter of January 22, 1997 regarding the above referenced MUR 4617 on January 28, 1997. This is our response.

Please be advised that Lisa Friel and her Company (Friel) unilaterally breached the July 30, 1996 Consulting Agreement (copy enclosed) with the Teresa Doggett Campaign (Campaign). As a result of Friel's breach, the Campaign does not owe Friel any money.

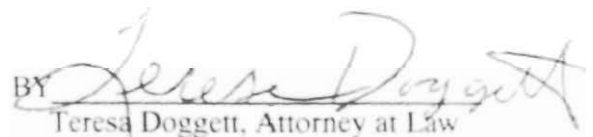
The substance of our defense to Friel's claim is contained in the enclosed demand letter that the Campaign has sent Friel pursuant to the requirements of the Texas Deceptive Trade Practices - Consumer Protection Act.

Given the above, there is no debt. As result, there can be no violation of the Federal Election Campaign Act of 1971.

If you have any questions, please feel free to contact me at 512-502-9090. Please send any future written communication to the Campaign at the address on this letterhead.

Very truly yours,

Teresa Doggett for Congress Campaign

BY 
Teresa Doggett, Attorney at Law
DC & NE (inactive status)

Encls.

FEB 18 2 19 PM '97
FEDERAL
ELECTION
COMMISSION
OFFICE

08043852936



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

August 15, 1997

Alan Sager, Treasurer
Teresa Doggett for Congress
P.O. Box 163747
Austin, TX 78716

RE: MUR 4612

Dear Mr. Sager:

You requested, on your Termination Report dated 11/26/96 - 12/31/96, that the Federal Election Commission permit Teresa Doggett for Congress ("Committee") to terminate pursuant to 2 U.S.C. § 433(d) and Section 102.3 of the Commission's Regulations. Because of the ongoing enforcement matter involving your Committee, this request has been denied. Therefore, you are reminded that the Committee must continue to file all the required reports with the Commission until such time as the enforcement matter has been closed as to the Committee.

If you have any questions, please contact Alva Smith on our toll-free number, (800)-424-9530. Our local number is (202) 219-3690.

Sincerely,

F. Andrew Turley
Supervisory Attorney
Central Enforcement Docket

cc: Reports Analysis Division

98043652957

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

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)
)
)

ENFORCEMENT PRIORITY

SENSITIVE

GENERAL COUNSEL'S REPORT

I. INTRODUCTION.

The cases listed below have been identified as either stale or of low priority based upon evaluation under the Enforcement Priority System (EPS). This report is submitted to recommend that the Commission no longer pursue these cases.

This is the first Enforcement Priority Report that reflects the impact of the 1996 election cycle cases on the Commission's enforcement workload. We have identified cases that are stale which are recommended for dismissal at this time. This is the highest number of cases identified as stale in a single report, and the highest number of stale cases recommended for closure at one time, since the inception of EPS in 1993.

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II. CASES RECOMMENDED FOR CLOSURE.

A. **Cases Not Warranting Further Action Relative to Other Cases Pending Before the Commission**

EPS was created to identify pending cases which, due to the lower priority of the issues raised in the matters relative to others presently pending before the Commission, do not warrant further expenditure of resources. Central Enforcement Docket (CED) evaluates each incoming matter using Commission-approved criteria, resulting in a numerical rating for each case.

Closing such cases permits the Commission to focus its limited resources on more important cases presently pending before it. Based upon this review, we have identified cases that do not warrant further action relative to other pending matters.³ Attachment I to this report contains summaries of each case, the EPS rating, and the factors leading to assignment of a low priority and recommendation not to further pursue the matter.

B. **Stale Cases**

Effective enforcement relies upon the timely pursuit of complaints and referrals to ensure compliance with the law. Investigations concerning activity more remote in time usually require a greater commitment of resources, primarily due to the fact that the evidence of such activity becomes more difficult to develop as it ages. Focusing investigative efforts on more recent and more significant activity also has a more positive effect on the electoral process and the regulated community. In recognition of this fact, EPS provides us with the

³ These cases are: RAD 97L-10 (*Citizens for Randy Borow*); RAD 97L-16 (*Republican State Central Committee of South Dakota*); Pre-MUR 347 (*Producers Lloyds Insurance Company*); Pre-MUR 348 (*Peoples National Bank of Commerce*); Pre-MUR 349 (*Trump Plaza*); Pre-MUR 350 (*Citibank, N.A.*); Pre-MUR 355 (*Feingold Senate Committee*); MUR 4494 (*Georgianna Lincoln*);

MUR 4586 (*Friends of Zach Wamp*); MUR 4590 (*Oklahoma Education Association*); MUR 4600 (*San Diego Police Officers Assoc.*); MUR 4612 (*Teresa Doggett for Congress*); MUR 4615 (*Catholic Democrats for Christian Values*); MUR 4616 (*American Legislative Exchange Council*); MUR 4620 (*Eastern Connecticut Chamber of Commerce*); MUR 4622 (*Telles for Mayor*); MUR 4628 (*Gutknecht for Congress*); MUR 4629 (*Janice Schakowsky*); MUR 4636 (*IBEW Local 505*); MUR 4637 (*Dettman for Congress*); MUR 4639 (*Larson for Congress*); MUR 4641 (*Becker for Congress*); MUR 4644 (*Detroit City Council*); MUR 4651 (*Mike Ryan*); MUR 4653 (*Pritzker for Congress*); MUR 4656 (*H. Carroll for Congress*); and MUR 4657 (*Buchanan for President*).

means to identify those cases which, though earning a higher rating when received, remained unassigned for a significant period due to a lack of staff resources for effective investigation. The utility of commencing an investigation declines as these cases age, until they reach a point when activation of a case would not be an efficient use of the Commission's resources.

We have identified cases that have remained on the Central Enforcement Docket for a sufficient period of time to render them stale. We are recommending the closure of cases based on staleness.⁶

* These cases are: MUR 4283 (*Chenoweth for Congress*); MUR 4341 (*Juan Soliz for Congress*); MUR 4402 (*U.S. Representative Helen Chenoweth*); MUR 4435 (*Lincoln for Congress*); MUR 4439 (*UAW*); MUR 4442 (*Lipinski for Congress*); MUR 4444 (*Roberts for Congress*); MUR 4445 (*Randy Tate for Congress*); MUR 4446 (*Clinton/Gore '96 Primary*); MUR 4447 (*Random House, Inc.*); MUR 4449 (*Clinton Administration*); MUR 4453 (*Mike Ward for Congress*); MUR 4454 (*Ralph Nader*); MUR 4459 (*Clinton/Gore '96*); MUR 4474 (*Salvi for Senate*); MUR 4477 (*BBDQ-New York*); MUR 4481 (*Diamond Bar Caucus*); MUR 4485 (*Perot '92 Petition Committee*); MUR 4486 (*Bunda for Congress*); MUR 4495 (*Pennsylvania PACE for Federal Elections*); MUR 4496 (*Norwood for Congress*); MUR 4497 (*Pease for Congress*); MUR 4510 (*Stabenow for Congress*); MUR 4511 (*Bob Coffin for Congress*); MUR 4514 (*Friends for Franks*); MUR 4515 (*Clinton Investigative Commission*); MUR 4521 (*WMAI 630 AM*); MUR 4525 (*Senator Larry Pressler*); MUR 4527 (*Brennan for Senate*); MUR 4536 (*Signature Properties, Inc.*); MUR 4540 (*Tim Johnson for SD*); MUR 4542 (*Dan Frisa for Congress*); MUR 4552 (*Charles W. Norwood*); MUR 4554 (*John Byron for Congress*); MUR 4556 (*Jim Wiggins for Congress*); MUR 4561 (*Jay Hoffman for Congress*); MUR 4564 (*National Republican Congressional Committee*); MUR 4567 (*DNC Services Corp.*); MUR 4569 (*McGovern Committee*); RAD 96L-11 (*New York Republican County Committee*); Pre-MUR 343 (*NRSC*); and Pre-MUR 312 (*Joseph Demio*). The Demio case involves fundraising related to former Congresswoman Mary Rose Oaker's 1992 congressional campaign. It was held as a courtesy to the Department of Justice pending resolution of a parallel criminal matter in the District Court for the District of Columbia. Mr. Demio recently entered into a plea agreement with the Department of Justice (on which we were not consulted) in which he agreed, among other things, to waive the statute of limitations regarding civil violations of the FECA. Considering the age of the case and activity, the fact that DOJ has not formally referred this matter to us, and the Commission's continuing resource constraints, dismissal is the appropriate disposition of this matter.

We recommend that the Commission exercise its prosecutorial discretion and direct closure of the cases listed below, effective November 17, 1997. Closing these cases as of this date will permit CED and the Legal Review Team the necessary time to prepare closing letters and case files for the public record.

III. RECOMMENDATIONS.

A. Decline to open a MUR, close the file effective November 17, 1997, and approve the appropriate letters in the following matters:

RAD 96L-11

Pre-MUR 312

Pre-MUR 349

Pre-MUR 343

Pre-MUR 350

RAD 97L-10

Pre-MUR 347

Pre-MUR 355

RAD 97L-16

Pre-MUR 348

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B. Take no action, close the file effective November 17, 1997, and approve the appropriate letters in the following matters:

MUR 4283	MUR 4495	
MUR 4341	MUR 4496	MUR 4569
MUR 4402	MUR 4497	MUR 4586
MUR 4435	MUR 4510	MUR 4590
MUR 4439	MUR 4511	MUR 4600
MUR 4442	MUR 4514	MUR 4612
MUR 4444	MUR 4515	MUR 4615
MUR 4445		MUR 4616
MUR 4446	MUR 4521	MUR 4620
MUR 4447	MUR 4525	MUR 4622
MUR 4449	MUR 4527	MUR 4628
MUR 4453	MUR 4536	MUR 4629
MUR 4454	MUR 4540	MUR 4636
MUR 4459	MUR 4542	MUR 4637
MUR 4474	MUR 4552	MUR 4639
MUR 4477	MUR 4554	MUR 4641
MUR 4481	MUR 4556	MUR 4644
MUR 4485	MUR 4561	MUR 4651
MUR 4486		MUR 4653
	MUR 4564	MUR 4656
MUR 4494	MUR 4567	MUR 4657

Date

7/97

Lawrence M. Noble
General Counsel

98043852964

780438529532

In the Matter of)
) Agenda Document No. X97-77
Enforcement Priority)

CERTIFICATION

I, Marjorie W. Emmons, recording secretary for the Federal Election Commission executive session on December 2, 1997, do hereby certify that the Commission took the following actions with respect to Agenda Document No. X97-77:

1. Decided by a vote of 5-0 to

A. Decline to open a MUR, close the file effective December 15, 1997, and approve the appropriate letters in the following matters:

- | | | | |
|----|-------------|-----|-------------|
| 1. | RAD 96L-11 | 7. | Pre-MUR 347 |
| | | 8. | Pre-MUR 348 |
| 3. | RAD 97L-10 | 9. | Pre-MUR 349 |
| 4. | RAD 97L-16 | 10. | Pre-MUR 350 |
| 5. | Pre-MUR 312 | 11. | Pre-MUR 355 |
| 6. | Pre-MUR 343 | | |

B. Take no action, close the file effective December 15, 1997, and approve the appropriate letters in the following matters:

- | | | | | | |
|----|-----|------|-----|-----|------|
| 1. | MUR | 4283 | 6. | MUR | 4442 |
| 2. | MUR | 4341 | 7. | MUR | 4444 |
| 3. | MUR | 4402 | 8. | MUR | 4445 |
| 4. | MUR | 4435 | 9. | MUR | 4446 |
| 5. | MUR | 4439 | 10. | MUR | 4447 |

(continued)

Federal Election Commission
Certification: Agenda Document
No. X97-77
December 2, 1997

Page 2

11. MUR 4449	36. MUR 4556
12. MUR 4453	37. MUR 4561
13. MUR 4454	38. MUR 4564
14. MUR 4459	39. MUR 4567
15. MUR 4474	40. MUR 4569
16. MUR 4477	41. MUR 4586
17. MUR 4481	42. MUR 4590
18. MUR 4485	43. MUR 4600
19. MUR 4486	44. MUR 4612
20. MUR 4494	45. MUR 4615
21. MUR 4495	46. MUR 4616
22. MUR 4496	47. MUR 4620
23. MUR 4497	48. MUR 4622
24. MUR 4510	49. MUR 4628
25. MUR 4511	50. MUR 4629
26. MUR 4514	51. MUR 4636
27. MUR 4515	52. MUR 4637
28. MUR 4521	53. MUR 4639
29. MUR 4525	54. MUR 4641
30. MUR 4527	55. MUR 4644
31. MUR 4536	56. MUR 4651
32. MUR 4540	57. MUR 4653
33. MUR 4542	58. MUR 4656
34. MUR 4552	59. MUR 4657
35. MUR 4554	

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

Attest:

12-4-97
Date

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

98043852934



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

December 15, 1997

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Lisa B. Friel
Friel & Company
1303 East Abingdon Drive, #3
Alexandria, VA 22314

RE: MUR 4612

Dear Ms. Friel:

On January 15, 1997, the Federal Election Commission received your complaint alleging certain violations of the Federal Election Campaign Act of 1971, as amended ("the Act").

After considering the circumstances of this matter, the Commission has determined to exercise its prosecutorial discretion and to take no action against the respondents. See attached narrative. Accordingly, the Commission closed its file in this matter on December 15, 1997. This matter will become part of the public record within 30 days.

The Act allows a complainant to seek judicial review of the Commission's dismissal of this action. See 2 U.S.C. § 437g(a)(8).

Sincerely,

F. Andrew Tarley
Supervisory Attorney
Central Enforcement Docket

Attachment
Narrative

98043852908

MUR 4612

TERESA DOGGETT FOR CONGRESS

Lisa Friel, a fundraising consultant, alleges that Teresa Doggett for Congress owes her company \$2,067.36 plus interest and failed to report this amount as a debt.

In response to the complaint, the respondents state that the campaign had contracted with the complainant to raise \$20,000 in PAC money for Teresa Doggett for Congress, but she failed to raise the funds. They further assert that Ms. Friel unsuccessfully attempted to modify the agreement. The Committee states that it rejected the proposed modifications and refused to pay Ms. Friel for services that she did not render.

The amount of money involved is not substantial and does not warrant the significant resources necessary to establish what appears to be a disputed debt.

9 8 0 4 3 8 5 2 9 6 6



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

December 15, 1997

Teresa Doggett
32 Sundown Parkway
Austin, TX 78746

RE: MUR 4612

Dear Ms. Doggett:

On January 22, 1997, the Federal Election Commission notified you of a complaint alleging certain violations of the Federal Election Campaign Act of 1971, as amended. A copy of the complaint was enclosed with that notification.

After considering the circumstances of this matter, the Commission has determined to exercise its prosecutorial discretion and to take no action against you. See attached narrative. Accordingly, the Commission closed its file in this matter on December 15, 1997.

The confidentiality provisions of 2 U.S.C. § 437g(a)(12) no longer apply and this matter is now public. In addition, although the complete file must be placed on the public record within 30 days, this could occur at any time following certification of the Commission's vote. If you wish to submit any factual or legal materials to appear on the public record, please do so as soon as possible. While the file may be placed on the public record prior to receipt of your additional materials, any permissible submissions will be added to the public record when received.

If you have any questions, please contact Alva E. Smith on our toll-free telephone number, (800) 424-9530. Our local telephone number is (202) 219-3400.

Sincerely,

F. Andrew Tuttle
Supervisory Attorney
Central Enforcement Docket

Attachment
Narrative

98043852908

MUR 4612

TERESA DOGGETT FOR CONGRESS

Lisa Friel, a fundraising consultant, alleges that Teresa Doggett for Congress owes her company \$2,067.36 plus interest and failed to report this amount as a debt.

In response to the complaint, the respondents state that the campaign had contracted with the complainant to raise \$20,000 in PAC money for Teresa Doggett for Congress, but she failed to raise the funds. They further assert that Ms. Friel unsuccessfully attempted to modify the agreement. The Committee states that it rejected the proposed modifications and refused to pay Ms. Friel for services that she did not render.

The amount of money involved is not substantial and does not warrant the significant resources necessary to establish what appears to be a disputed debt.

98043852968



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

December 15, 1997

Alan Sager, Treasurer
Teresa Doggett for Congress
P.O. Box 163747
Austin, TX 78716

RE: MUR 4612

Dear Mr. Sager:

On January 22, 1997, the Federal Election Commission notified you of a complaint alleging certain violations of the Federal Election Campaign Act of 1971, as amended. A copy of the complaint was enclosed with that notification.

After considering the circumstances of this matter, the Commission has determined to exercise its prosecutorial discretion and to take no action against Teresa Doggett for Congress and you, as treasurer. See attached narrative. Accordingly, the Commission closed its file in this matter on December 15, 1997.

The confidentiality provisions of 2 U.S.C. § 437g(a)(12) no longer apply and this matter is now public. In addition, although the complete file must be placed on the public record within 30 days, this could occur at any time following certification of the Commission's vote. If you wish to submit any factual or legal materials to appear on the public record, please do so as soon as possible. While the file may be placed on the public record prior to receipt of your additional materials, any permissible submissions will be added to the public record when received.

If you have any questions, please contact Alva E. Smith on our toll-free telephone number, (800) 424-9530. Our local telephone number is (202) 219-3400.

Sincerely,

A handwritten signature in black ink, appearing to read "F. Andrew Turley".

F. Andrew Turley
Supervisory Attorney
Central Enforcement Docket

Attachment
Narrative

9804385296

MUR 4612

TERESA DOGGETT FOR CONGRESS

Lisa Friel, a fundraising consultant, alleges that Teresa Doggett for Congress owes her company \$2,067.36 plus interest and failed to report this amount as a debt.

In response to the complaint, the respondents state that the campaign had contracted with the complainant to raise \$20,000 in PAC money for Teresa Doggett for Congress, but she failed to raise the funds. They further assert that Ms. Friel unsuccessfully attempted to modify the agreement. The Committee states that it rejected the proposed modifications and refused to pay Ms. Friel for services that she did not render.

The amount of money involved is not substantial and does not warrant the significant resources necessary to establish what appears to be a disputed debt.

98043852970



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

THIS IS THE END OF MUR # 4612

DATE FILMED 1-12-98 CAMERA NO. 2

CAMERAMAN S.C.G.

9804285291