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December 9, 1998

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F. Andrew Turley, Esq.  
Federal Election Commission  
Office of the General Counsel  
999 E Street, N.W.  
Washington, D.C. 20463

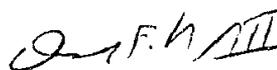
Re: MUR 4841

Dear Mr. Turley:

Enclosed please find our clients' response to the complaint in the above-referenced matter.

Thank you for your attention to this matter.

Sincerely,



Donald F. McGahn II

Enclosure

**BEFORE THE FEDERAL ELECTION COMMISSION**

**BAKER FOR CONGRESS AND )**  
**ALVIN J. OURSO, JR., TREASURER, )**  
**THE HONORABLE RICHARD H. BAKER, ) MUR 4841**  
**KAY BAKER, CHRISTINA CASTEEL AND )**  
**DURWARD CASTEEL )**

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**RESPONSE TO COMPLAINT**

Baker for Congress and Alvin J. Ourso, Jr., Treasurer, the Honorable Richard H. Baker, Kay Baker, Christina Casteel and Durward Casteel (collectively, the "Respondents"), by and through the undersigned counsel, hereby respond to the complaint in the above-captioned Matter Under Review. Because the complaint lacks merit, Respondents respectfully request that the Commission take no further action in this matter, and dismiss the complaint.

**I. THE COMPLAINT IS AN IMPROPER COORDINATED POLITICAL ATTACK**

The Louisiana Democratic Party, in coordination with the Democratic Congressional Campaign Committee and McKeithen for Congress (Congressman Baker's opponent in the recent election), has filed this complaint (and MUR 4799) as part of a larger media strategy designed to generate newspaper headlines on the eve of the recently held November election. As demonstrated by an internal campaign document created by McKeithen for Congress (attached hereto as Exhibit 1), the filing of frivolous complaints with the Commission was an integral part of McKeithen's campaign strategy of discrediting Congressman Baker in the eyes of the electorate. The Commission ought not reward such misuse of its enforcement process.

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**A. McKeithen's Strategy Was To Discredit Congressman Baker As "Self-Serving."**

The complaint at issue and the McKeithen campaign's strategy document fit hand in glove. The central goal of the McKeithen campaign was to "re-define Richard Baker [as one] who . . . uses his office for his own self-interest." Ex.1. This mirrors the central theme of the complaint: alleged self-dealing in the form of the personal use of campaign funds.

What makes the self-described McKeithen strategy so cynical is its manipulation of the process. First, as Exhibit 1 shows, the McKeithen campaign undertook negative opposition research "to re-define Richard Baker." Second, the strategy called for trying "to move it [the negative material] to reporters in pieces." And third, once the McKeithen research had been planted with supplicant reporters, "then someone (Cooper, Ourso [who filed this complaint], a third party) can whack [Congressman Baker] in the press or file an FEC complaint." (emphasis added).

**B. The Complaint Is But One Example of McKeithen's Unsavory Efforts.**

The McKeithen campaign explicitly attempted "to build [its] case against R[ichard] B[aker] through the press," and "move [its opposition research material] to them in pieces." The McKeithen campaign kept news outlets (including *The Hill*, which ran one of the articles upon which the complaint is based) informed of its opposition research on the Baker campaign via a broadcast fax system. Exhibit 1 instructs the McKeithen campaign staff to "call

each outlet [including *The Hill*] to verify information – home and other after-hours contact numbers, fax numbers, and coverage schedules and plans,” and instructed the staff “to get to know the appropriate editors and political reporters.” Then, in the McKeithen campaign’s own words, “[a]fter a story runs, revealing an R[ichard] B[aker] misdeed, then someone (Cooper, [Louisiana Democratic Party Executive Director Trey] Ourso, a third-party) can whack [Congressman Baker] in the press or file an FEC complaint.” Ex. 1.

This complaint was filed pursuant to this manipulative scheme. *The Hill*, having received opposition research material from the McKeithen campaign (most of which chronicled events which occurred over five years ago), ran a story on October 21, 1998, less than two weeks before the election, with the headline “Rep. Baker’s Business Got Campaign Funds.” The next day, a similar story was run in the local Baton Rouge newspaper, *The Advocate*, indicating that the Democratic Congressional Campaign Committee intended to request an investigation. The following week, as specifically planned in Exhibit 1, the Louisiana Democratic Party filed a complaint with the Commission, attaching both *The Hill* and *The Advocate* articles in support. This MUR is the product of this scheme.

**C. Such Improper Coordination Does Not Warrant Further Commission Review.**

The Commission ought not to tolerate such a misuse of its enforcement process nor waste its resources furthering McKeithen’s political goals. The

coordination between the McKeithen campaign, the DCCC, the Louisiana Democratic Party, and *The Hill* is readily apparent:

- The complaint at issue was filed on Monday, October 26, 1998, a mere five days after *The Hill* story ran, and only a week before the election. Nor was this the first complaint filed against Congressman Baker by his political opponents. The complaint and the allegations in MUR 4799 were accompanied by the same favorable treatment by *The Hill*. Ex. 2 (*The Hill*, 9/23/98).
- As *The Advocate* reported on October 27, 1998 (just seven days before the election), “McKeithen uncorked more personal attacks Monday [October 26], using information known to both camps for months. The Louisiana Democratic Party filed a complaint against Baker . . . .” Ex. 3 (*The Advocate*, 10/27/98).
- *The Advocate* also reported that “[t]he Democratic Party complaint raises similar questions to those aired last week by a national Democratic party group,” the Democratic Congressional Campaign Committee. *Id.*
- The McKeithen campaign’s scheme included a coordinated press strategy with the DCCC, including its use of a broadcast fax system. Ex. 1.
- The DCCC used coordinated expenditures to aid the McKeithen campaign. See DCCC’s FEC Report. In fact, on the day *The Hill* ran its article, the DCCC expended \$3,500 in coordinated expenditures on a public relations firm, Mike Davis Public Relations, Inc. Likewise, the DCCC targeted Congressman Baker,

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announcing a year before the election that the 6<sup>th</sup> District of Louisiana was “a possible Democratic pickup.” Ex. 4 (*The Advocate*, 11/3/97). Part of the DCCC’s original plan was to “[h]ighlight any local controversies or ‘embarrassing local headlines’ that have attached themselves to a Republican.” *Id.*

- Congressman Baker was listed as one of the “Top 50 Races to Watch” prior to the recent November election by *The Hill*, in the same edition as that relied upon by the complaint. Ex. 5 (*The Hill* (10/21/98)).
- The Democratic National Committee also targeted Congressman Baker. Ex. 6 (*Times-Picayune*, 4/26/98); Ex. 7 (*The Advocate*, 10/11/98). Further, the DNC communicated that decision to Trey Ourso, the Executive Director of the Louisiana Democratic Party. *Id.*
- The McKeithen campaign’s scheme included the filing of FEC complaints, including the one at issue and MUR 4799. Ex. 1.

This coordination between Congressman Baker’s political opponents and national detractors is particularly unsavory since the attacks were personal and aimed directly at Congressman Baker’s honesty and integrity as a public servant in order to help Ms. McKeithen. A year ago, Congressman Baker was “free of any major local embarrassments or scandals.” Ex. 4 (*The Advocate*, 11/3/97). Now, however, he has been branded with an onslaught of false charges that he uses his Office for improper and self-serving gain. Accordingly, because the complaint is

nothing more than a political "hit," devoid of merit, the complaint must be dismissed.

## **II. THE COMPLAINT DOES NOT WARRANT FURTHER COMMISSION ACTION**

### **A. Most of the Complaint is Barred by the Statute of Limitations.**

As further evidence that this complaint was filed to injure Congressman Baker's reputation and not to redress violations of the Act, most of the activities questioned occurred beyond the five year statute of limitations that governs Commission actions. *FEC v. Williams*, 104 F.3d 237, 239-40 (9<sup>th</sup> Cir. 1996), *cert. denied*, 118 S.Ct. 600 (1997). The accusations date back as far as 1989:

- The allegations regarding the 1884 Shoppe are barred. The 1884 Shoppe was established in 1984 by Kay Baker, and closed its doors in 1989. Ex. 8 (Affidavit of Kay Baker).
- The allegations regarding K's Louisiana Market are barred as well. The complaint takes issue with "payments [made] from 1989 to 1993," over five years ago. Further, the complaint's claim that K's Louisiana Market is nothing more than "a transparent scheme" is false. It is a well-established business specializing in Louisiana foods and specialties. Ex. 8 (Affidavit of Kay Baker), and attachment thereto (K's Louisiana Market catalog).
- A significant portion of the allegations concerning the Committee's rental of office space are barred, since the payments questioned occurred in 1992 and 1993, over five years ago. The claims regarding improvements to the property are similarly barred.

- The same is true of the allegations regarding the Baker Agency's dividends in 1992 and 1993.

Since these claims are barred by the statute of limitations they must be dismissed as a matter of law.

**B. No Campaign Funds Were Converted To Personal Use.**

***1. Rental Payments.***

Distilled to its essence, the complaint claims that Congressman Baker illegally converted campaign funds for personal use by renting office space to his campaign. Even if the payments were not time barred, the allegations would not merit further Commission review because such payments are permitted by Commission rulings. Indeed, the complaint takes issue only with certain rental payments, mischaracterizing them as "inexplicable." Complaint at 2.

The complaint does not, however, take issue with the fair market value of the rental payments, nor can it. Not only are such payments permitted by the Commission's Regulations, the Commission has already held in a matter identical in all material respects to the one at issue that such payments are permitted. In Advisory Opinion ("AO") 1995-8, the Commission held that "[a] campaign committee may . . . rent for campaign use part of an office building owned by the candidate so long as it pays no more than the fair market value." AO 1995-8.

As in AO 1995-8, and consistent with 11 C.F.R. § 113.1, the property at issue was not used in any manner as a personal residence. See Exhibit 9 (Affidavit of Richard H. Baker). Further, aware that the fair market value had to

be paid, Congressman Baker and the Committee went to great lengths to ascertain the fair market value of the property, which was based upon rent paid by the Committee to its prior landlord for comparable space, opinions of knowledgeable real estate agents in the relevant market area, and classified advertisements and listings for the rental of similar property.<sup>1</sup> In fact, the rent amount was periodically reassessed to reflect an increase in the market value, and has been raised accordingly.<sup>2</sup>

The allegations of "inexplicable" rent payments are not substantive and appear to be included merely to enhance newspaper headlines and to taint Congressman Baker on the eve of an election. For example, the \$2600 challenged by the complaint was paid in early 1993, and thus is barred by the statute of limitations.

Contrary to the complaint's sinister overtones, the Committee has made regular rent payments throughout the pertinent time period. Ex. 10 (true and correct copies of rent checks). In fact, at issue are only two rental payments, out of the approximately eighty (80) rental payments made by the Committee to the Baker Agency from 1991 through 1996. *Id.* And those are easily explained.

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<sup>1</sup> The complaint's challenge to the rental of office space is particularly specious given that Congressman Baker, prior to being elected to Congress, developed subdivisions, built homes, and served as the initial president of the Central Area Homebuilders Association in Baton Rouge. Ex. 9 (Affidavit of Richard H. Baker). Even today, Congressman Baker maintains his membership in the Greater Baton Rouge Realtors Association. *Id.*

<sup>2</sup> As already reported by the Committee on its reports to the Commission, upon its relocation to 10440 Hooper Road, the Committee paid a monthly rent of \$650, or \$6.00 per square foot, the same amount it had paid to its previous landlord for comparable office space. As reflected in the Committee's reports, because of increasing rental rates in the relevant market, the rent was increased as of January 1, 1995 to \$850 per month, or \$7.85 per square foot. After the building was sold in 1996, rental values continued to rise, allowing the new owner to raise the rent to \$1,000 month, or \$9.23 per square foot. Ex. 10 (true and correct copies of rent checks).

The first occurred in February 1994. That month's rent was paid on February 3, and the next month's rent was paid on February 28. Ex. 11 (checks dated February 3 & 28, 1994). Paying rent on the last day of the prior month is hardly a violation of the Act, and, since there was no payment in March, does not constitute a double payment, as the complaint assumes. The same is true of December, 1996. Payment was made on the second of the month, followed by a payment on December 27, which was for the January, 1997 rent. Again, this is not a double payment. Ex. 12 (checks dated December 2 & 27, 1996). Accordingly, the complaint's allegations lack merit, and do not warrant further Commission action.

## ***2. The Baker Agency.***

Nor do the complaint's allegations regarding the Baker Agency require further Commission action. Simply put, the complaint's claim that certain transactions with the Baker Agency were not bona fide, and its characterization of it as a "transparent scheme," are devoid of merit. Richard H. Baker started the Baker Agency in 1971, soon after graduating from Louisiana State University. Ex. 9 (Affidavit of Richard H. Baker). Through his own start up business, Mr. Baker has developed subdivisions, built homes, and was the initial president of the Central Homebuilders Association. *Id.* Mr. Baker was not elected to Congress until some fifteen years later in 1986. Even today, Congressman Baker remains a member of the Greater Baton Rouge Realtors Association, a professional organization which admits members who meet their standards of conduct. *Id.*

The allegations regarding "dividends" paid by the Baker Agency are equally devoid of merit. Since becoming a Member of Congress, Congressman Baker is no longer involved in the day to day operations of the Baker Agency, which remains a viable entity. Contrary to the complaint's assertion, any income received from the Agency in the form of overhead income has been reported by Congressman Baker on his financial disclosure forms (which fall outside the Commission's jurisdiction). Also contrary to the complaint's assertion, Congressman Baker did report income from the Baker Agency on his financial disclosure reports prior to the rental of office space to the Committee. Completely absent from the complaint is any reference to the fact that the Baker Agency sold 10440 Hooper Street in 1996, and now is only a tenant. Ex. 13 (lease agreement).

Other allegations contained in the complaint, although good for newspaper headlines, are equally flawed. First, beyond the Commission's jurisdiction is the allegation regarding compensation paid from the Baker Agency to Kay Baker. Although Kay Baker has received compensation from the Baker Agency, such payment was made for administrative duties performed by her. Ex. 8 (Affidavit of Kay Baker). Over the period of five years (some of which is time barred, in addition to the absence of jurisdiction), Mrs. Baker has been paid a mere \$3,700, which averages only a little more than \$700 per year. *Id.*

Equally specious are the allegations regarding "improvements" to the property paid for by the Committee. There have been no so-called major

“improvements” to the property. Pursuant to the lease agreement between the Baker Agency and the Committee, the tenant was responsible for upkeep. Ex. 9 (Affidavit of Richard H. Baker). Such an arrangement is standard in the relevant market place. In fact, a similar agreement is included in the lease agreement between the Baker Agency itself and the current owner of the property. Ex. 13 (lease agreement, ¶ 14, concerning tenant's obligation to make repairs).

Ultimately, the Baker Agency exists and has always existed as an entity separate, distinct and apart from the Committee. It has its own office space; its own fax machine; its own records; its own letterhead; and its own phone system. Exhibit 9 (Affidavit of Richard H. Baker). Merely because it is located in the same building as the Committee does not give rise to even an inference of impropriety. Thus, the complaint's efforts to paint the Baker Agency as synonymous with the Committee should be dismissed.

**C. All Transactions Were Disclosed In Accordance With the Act.**

The complaint's allegation regarding “an elaborate scheme to avoid the disclosure requirements” is baseless. Such an allegation is not based on the Committee's actual reports filed with the Commission and available to the general public, but instead on a suspect news article planted by Congressman Baker's political opponents. As such, the allegation does not merit Commission scrutiny. Furthermore, many of the allegations are not properly before the Commission, including false issues such as whether a Chief of Staff may, on her own time, do campaign work.

Simply put, the entity in question, Tricolor, is a bona fide business separate and distinct from the Committee, and has been so since its inception. Tricolor was formed in 1991 by Tim Carpenter, his wife Krista, and Respondent Christina Casteel, while she was employed by the Republican National Committee as a field finance director. Ex. 14 (Affidavit of Christina Casteel). After the 1992 election, Ms. Casteel left the RNC, and returned to Louisiana to run Tricolor. *Id.* Subsequently, in February of 1993, she was hired as a staff assistant in Congressman Baker's Congressional office. In December of 1993, Tim Carpenter quit Tricolor and moved out of the state. *Id.* In January of 1994, Ms. Casteel was hired as Congressman Baker's Congressional Chief of Staff. *Id.*

Today, the Tricolor Group is a consulting firm with several clients, including non-political businesses, state political campaigns and the Committee. Ex. 14 (Affidavit of Christina Casteel, listing clients); Ex. 15 (state campaign reports of clients' of Tricolor). Tricolor is listed in the Baton Rouge phone book, Ex. 16 (phone book), and in the 1998 Political Resource Directory, Ex. 17 (Political Resource Directory). In addition to income from its other clients, Tricolor receives a \$1500 per month retainer from Baker for Congress for services rendered. Such payments have been reported by the Committee. In fact, the revenue from Baker for Congress represents only a third of Tricolor's total gross income. Ex. 14 (Affidavit of Christina Casteel). Although located in the same building as the Committee, it has its own office space, office supplies and pays its own rent and utilities. *Id.*

Ultimately, the allegations contained in the complaint have been made irrespective of their truth. The complaint is nothing more than an improper attack upon the integrity and reputation of Congressman Baker in an attempt to influence voters on the eve of an election. The Commission ought not condone such a misuse of its investigatory process. The complaint should be dismissed.

**D. The Committee Did Not Illegally Reimburse Durward Casteel.**

The complaint makes much out of certain reimbursements for purchases charged to Durward Casteel's credit card. Such allegations do not warrant further Commission action. First, the reimbursements were reported, thus negating the sinister inference raised by the complaint. Second, as the complaint concedes, the funds have been reimbursed. Thus, even if the funds were technically contributions, the reimbursements would constitute a timely refund.

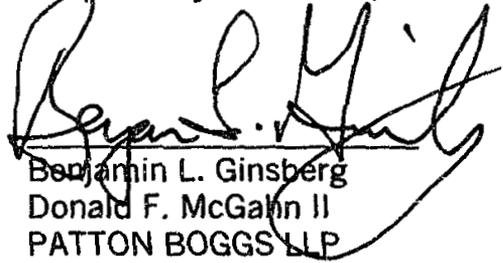
Ultimately, what is clear is that the Committee certainly did not intend to violate the Act. The Committee has maintained a cash on hand balance in excess of \$100,000 for the past ten years. Such expenditures cannot be seen, then, as an effort to circumvent the Act. Such funds were reimbursed quickly, and the public is aware of the activity because it was reported. Thus, such activity, even if a technical violation, does not warrant further attention by the Commission.

**III. CONCLUSION**

For the foregoing reasons, Respondents respectfully request that the Commission take no further action in this matter, and dismiss the complaint.

2014.09.24.09.40.02

Respectfully submitted,



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Counsel for Respondents

Dated: December 9, 1998

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Exhibits to Response to Complaint

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## MEMORANDUM

To McKeithen Team  
From Tom Eisenhauer  
Date 15 May 1998  
Re Preliminary Press Plan

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Over the summer, the campaign wants to use free press to begin to make its case for firing Richard Baker and replacing him with Marjorie. Since public and press interest in the race is limited at this point, and since fundraising must remain the primary focus, perhaps only 10 percent of Marjorie's time will be devoted to press.

Based on our previous conversations, I have put together the following draft of a preliminary press plan to get us through the summer. It is only a starting point.

### Goals:

- 1) To re-define Richard Baker (RB) as an out-of-touch Washington politician who does not do the job for Louisiana, he uses his office for his own self-interest and Wall Street and Washington special interests instead of fighting for Louisiana's middle class working families.
- 2) To define Marjorie McKeithen (MAM) as the viable alternative: a conservative who shares the values of middle class working Louisiana families and has the common sense independence to fight for their everyday concerns

### 1. Defining MAM. Helping Louisiana get to know Marjorie McKeithen.

#### Announcement:

The first part of this plan should be to continue the announcement. By the end of June MAM should have made her first appearance as an announced candidate in each town with a newspaper. She should meet and greet supporters and potential supporters and talk to editors and/or political reporters. Her message is the core message of the announcement. Our goal is twofold: to get a story saying, "MAM was in town and is running for this reason"; and to begin building relationships with the media. Since the CD is so compact, this should not cut into MAM's fundraising schedule much: use Saturdays if the papers agree, or maybe spend no more than two half-weekdays each week.

#### Process Stories:

"McKeithen Gets Bipartisan Support." Pick out any well-known Republican supporters - contributors as well as local politicians. Get a few who will talk to a political reporter. Link this, of course, with Fox and MAM's common sense, independent approach and conservative positions on issues like guns, abortion, etc.

~~"Breux Backing McKeithen" Is Breux helping raise money? Or, are some of his well-known (to insiders) backers? Get them to talk to a political reporter.~~

~~"McKeithen Money Competitive with Baker." This should be the message of the stories coming out of the June 30<sup>th</sup> FEC report.~~ ✓

Issue Stories:

Obviously, we need to convince voters to fire RB and hire MAM: so many of these hits should define her positively and in contrast to him.

ISSUE: Health care – doctor choice and patient protection **BFC F**  
HEADLINE: MAM plan strengthens doctor choice, patient protection  
DATE: 1<sup>st</sup> event – because it's purely positive  
EVENT: MAM releases plan  
SITE: 1) BR  
NOTE: If RB drops off Norwood's bill, then MAM should hit him. Otherwise, his position should be ignored. We should consider trying to create contrast by supporting Dingell's bill, but I'm leery of having a trial lawyer fight for more lawsuits.

ISSUE: Education – values  
HEADLINE: MAM Pushes for Values Education at School  
DATE:  
EVENT: MAM teaches the type of values curriculum we need at a school.  
SITE: 1) BR, 2) outlying towns  
NOTE: Purely positive

ISSUE: Minimum wage  
HEADLINE: MAM Calls on Baker to Push for Minimum Wage Vote  
DATE:  
EVENT: Press conf with folks who could use a raise  
SITE: 1) BR  
NOTE: Link to Baker's pay raise.

ISSUE: Medicare fraud  
HEADLINE: MAM Calls for Crack Down on Medicare Fraud  
DATE:  
EVENT: Press conf with doctors, patients  
SITE: 1) BR  
NOTE:

ISSUE: Social Security  
HEADLINE: MAM Backs Using Whole Surplus for Social Security  
DATE:  
EVENT: MAM at a senior center  
SITE: 1) BR  
NOTE: Call on RB to reject Newt's plan to use half for tax cuts.

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ISSUE: Crime – gang violence  
HEADLINE: MAM Tells Kids of Gang Dangers  
DATE:  
EVENT: MAM talks about gang violence.  
SITE: 1) BR  
NOTE: Part of the context is MAM's work teaching leadership skills to African American boys. This should convey two messages: MAM is personally committed to opportunity for all kids; MAM is tough and preaches personal responsibility.

ISSUE: Education – doing all we can to ensure kids learn  
HEADLINE: MAM calls for smaller classes, more teachers, new classrooms  
DATE: late August – when kids are going back to school.  
EVENT: MAM and kids at a school (preferably elementary)  
SITE: 1) BR; 2) outlying towns  
NOTE: Contrast with RB's agenda: axe D. Ed. and cut education spend:

### Additional Possibilities:

If we can't get RB to take a stand on these issues in response to constituent mail (see below), then MAM can simply call on him to join her in fighting for Louisiana.

- ✓ Tobacco – protecting kids. Are we taking tobacco money? Is RB? Where is he on McCain's legislation? This is timely now
- ✓ Kasich's budget – raising taxes on working families (EITC) Where is RB on this? It's timely now
- ✓ Release MAM's tax returns and challenge RB to do the same.

## II. Redefining RB: Building the Case Against Baker.

### Stories to Move:

Using the research, we should be able to build our case against RB through the press, establishing a record of RB's pattern of using his office for his own self-interest and Wall Street and Washington special interests (instead of fighting for the Louisiana's working families). The research contains plenty of information reporters should find newsworthy; and we should be able to capitalize on reporters' competitive natures. Therefore, we should try to move it to them in pieces. After a story runs, revealing an RB misdeed, then someone (Cooper, Ourso, a third-party) can whack him in the press or file an FEC complaint

Working with Frank Rizzo, I have broken the research up into potential stories. (Of course, if we cannot move a story as configured below, then we can add more information.) For the purpose of moving each of these stories, Frank, Cooper and the press secretary, and I will put together packets to give to reporters: a cover memo outlining the story as we see it; and the documentation.

*NOTE: If we push this story, then attention will be drawn to MAM's late PFI. Nonetheless, it seems like a trade-off worth making.*

### Third-Party Issue Hits:

The campaign should build relationships with third-party groups who can credibly attack RB for some of his votes.

- ✓ Small bankers and credit union members/supporters can hit RB as a politician bought by the big Wall Street banks
- ✓ Veterans can hit RB for refusing to give up his franking privilege so that soldiers in Desert Shield could send mail home to their families during the Christmas holiday.
- ✓ Seniors can hit RB for supporting deep cuts in Medicare and Medicaid, deep cuts in Social Security, and repeal of nursing home standards
- ✓ Teachers can hit RB for supporting elimination of the Department of Education, cutting elementary and secondary education, and cutting student loans
- ✓ A taxpayers group (national or local) can hit RB for his abuse of the franking privilege (He's been one of the top 5 in Congress.)
- ✓ Term limits supporters can hit RB for refusing to limit his own terms

### III. African American Press

Obviously, this is crucial to MAM's success. During the summer, MAM should regularly speak with all African American newspapers, radio stations and any other media outlets. The goal is to demonstrate her personal commitment to representing all the people of this district. Later, we will demonstrate how RB's record demonstrates that he does not care about representing his African American constituents

### IV. Press Infrastructure: Making it all Happen

#### Equipment:

The campaign should invest in a fax/modem and software to build a broadcast fax system. It should be programmed with several lists

- ✓ Louisiana Press. I recommend separate lists for TV, weeklies, dailies and specialty press (union newsletters, African American outlets, etc.) I recommend listing each outlet by city or town

*NOTE: As you are putting together press lists, call each outlet to verify information - home and other after-hours contact numbers, fax numbers, and coverage schedules and plans - and to get to know the appropriate editors and political reporters.*

- ✓ DC Press. Hotline, Rothenberg, Cook, Roll Call, The Hill, etc.
- ✓ Consultants and DCCC. Use 202-485-3456 to send clips to the DCCC.
- ✓ Talkers. I recommend separate lists: one for your finance committee and other important supporters, and one for supporters who are less involved

### Staff:

As we have discussed, the campaign will need to hire a press secretary/issues director. This person will do the grunt work: writing press advisories and releasing press releases, harassing reporters to come to events, finding creative sites for MAM's events, working with third-party groups, tracking RB, etc. He or she should take direction from Cooper and the consultants.

### Recommendation:

I recommend that the campaign create a master RB document that will contain all his past statements and votes on every conceivable issue. It should be updated regularly. This will tremendously facilitate rapid response for the next 6 months.

### Opposition Tracking:

Our goal is to get RB on the record on controversial issues – like the Kasich budget.

- ✓ First, we should get separate constituents to send RB letters asking him about each of these issues.
- ✓ Second, we should try to get his schedule: the best way is through regular contact with reporters and through your supporters throughout the district. Then you can record his answers to your questions on call-in radio shows and at press conferences.
- ✓ Third, check in with Frank Rizzo regularly about what is happening on the Hill.

The Hill Wednesday, September 23, 1998

CAMPAIGN '98

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# FEC complaint filed against Rep. Baker

By A.B. Stoddard

Rep. Richard Baker (R-La.) has found himself answering more awkward questions in his bid for a seventh term, this time about why he paid congressional staffers more than \$30,000 in reimbursements between February 1989 and June 1998.

In a complaint filed with the Federal Election Commission (FEC) Aug. 18, Cynthia Picon, an attorney and constituent of Baker's from St. Francisville, La., alleged that Baker violated the Federal Election Campaign Act by receiving advances of funds from staff. She also charged that he violated a federal criminal statute that prohibits employees' contributions to members of Congress.

According to The Advocate in Baton Rouge, which first reported the payments, Picon is a Democrat but has no connection to Baker's Democratic opponent, Margorie McKeithen.

The payments were listed in campaign documents filed with the FEC. Most were listed as reimbursements for office supplies, and ranged from \$6.80 to \$1,361. While the payments were made by a total of six employees, most were made by a part-time employee. Federal law does not make exceptions for part-time employees in the prohibition of contributions.

Ben Ginsburg, an attorney Baker hired to handle the complaint, said the Baker campaign followed FEC rules. "This was all discovered from FEC reports, they were all expenditures for which there



Rep. Richard Baker is the subject of a complaint filed with the FEC.

any expense for the campaign, even if the campaign promptly pays the staffer back.

Ginsburg, former counsel for Republican National Committee now with Patton Boggs, said the reimbursements were "for office supplies, all duly reported, which would define five items in terms of the merit this has as an FEC complaint."

Earlier this year, Baker, who won his last two elections by large margins, was accused of targeting a franked mailing of 37,000 letters to white males in his district.

As The Hill reported in February, six white men living in a residential community living home in Baton Rouge received the mailings but when black residents of the house did not, interviews of more than 100 area voters did not turn up one Afri-American who had received the letter. Baker denied the allegations and called them "absurd."

According to John Maginnis, editor of the Louisiana Political Review, neither the mailing incident nor the FEC complaint are likely to threaten Baker's standing at the polls. Maginnis said the FEC complaint "sounds like something that will be decided a year from now and Baker will pay a fine."

But Maginnis added that the incident "shows that [Baker] systematically has used his congressional staff to make it easier to run his campaign office and, if nothing else, it seems an unfair advantage."

However, Picon's complaint contends that federal criminal law "prohibits congressional employees from contributing to their employer's campaign." Ginsburg said the law (18 U.S.C. 602) is not meant to prohibit reimbursements, but is a rule "designed to stop members from twisting

the arms of full-time employees." The House Ethics Manual states that "the FEC includes within its definition of contribution any outlays that an individual makes on behalf of a campaign, regardless of expectation of reimbursement. Under this regulation, a House employee who volunteers on his or her employer's campaign may not pay

# Baker, McKeithen mine new mud from old dirt

By MARSHA SHULER  
Special news bureau

10/27/98  
Advocate

Eight days before Election Day, Republican U.S. Rep. Richard Baker and Democratic challenger ~~McKeithen~~ had more personal attacks Monday, using information known to both camps for months.

The Louisiana Democratic Party filed a Federal Elections Committee complaint against Baker, alleging he has improperly used campaign funds for personal gain over the last decade.

Baker said the charge is not true.

Meanwhile, Baker criticized McKeithen for failing to detail sources of income from her law practice, as required on a federal elections report.

"What is she hiding?" Baker asked.

"Nothing," replied McKeithen, who recently filed an amended report listing her clients.

Baker and McKeithen are the only candidates on the Nov. 3 ballot to pick a member of Congress from the Baton Rouge-based 6th District.

Also on Monday, Baker announced a \$500,000 federal grant to promote health and disease prevention involving city-parish and Our Lady of the Lake Regional Medical Center employees.

And McKeithen spent part of the day in New Orleans doing some fund raising.

Baker and McKeithen said the attacks are expected in what has been a nasty, finger-pointing contest for weeks.

"Now that we are down to a week away from the election, anything goes at this point," Baker said.

McKeithen called the Baker salvo "a desperate attack to distract voters" away from Baker's own campaign-finance problems raised by the Democratic Party.

The Democratic Party complaint raises similar questions to those aired last week by a national Democratic party group.

The complaint alleges that "Baker may have spent more than \$500,000 in campaign funds for personal purposes, in direct payments to companies owned by him and his spouse, and that he has transferred money to an unregulated entity to shield campaign disbursements from public scrutiny."

Democratic Party executive director Trey Ourso said Baker's campaign finance reports reveal "one of the most unusual political arrangements we have seen."

The party is particularly concerned about Baker's use of *Intellor*, a firm that has been owned

by Baker's chiefs of staff, which has been paid more than \$400,000 to do fund raising and other campaign work for Baker over several years, Ourso said.

"They don't have to report where they are spending their money," said Ourso. "Is he (Baker) trying to hide disbursements?"

The FEC complaint said the arrangement raises suspicions that Baker "may have sought to disguise additional instances of personal use, or additional illegal contributions from his congressional staff."

The complaint also questions Baker leasing his own office building with campaign funds, and purchasing goods and services from two businesses owned by his wife Kay — old allegations that have surfaced in prior campaigns.

Baker said all the relationships questioned in the FEC complaint are a part of the public record.

"There's been no intent to hide what I've done over the last 12 years," said Baker. "This is over whether the use of campaign funds were appropriate and consistent with the law, and they absolutely have been."

Baker said he is questioning McKeithen's personal finances because she has refused to divulge the sources of \$123,300 in 1997 income from her law practice as required by federal election law.

Baker said McKeithen relied on attorney-client privilege to justify her failure to disclose sources of income of \$5,000 or more. He said other trial lawyers seeking federal office in other states had no problem with identifying their clients.

"If they are going to do a critical analysis of all my expenditures, they at least ought to disclose her sources of income," said Baker.

Baker said he was aware that McKeithen failed to file the information back in May.

He said he didn't raise the question then because he figured she would amend her report to reflect sources of income.

But, Baker said, he recently discovered she had not done that. Now he's making a television commercial out of it.

McKeithen said she updated her personal disclosure last week to reflect 14 clients from whom she received \$5,000 or more in income. The only business on the list is Claiborne Electric Cooperative Inc., the rest are individuals.

"Even though it may have been provided, I went ahead and got the OK from my clients to release it," said McKeithen. "I've over-complicated, over-disclosed."

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NATIONAL ARENA

# National Democrats target Baker's seat

**WASHINGTON** — National Democrats claim they're in striking distance of regaining control of the U.S. House in the 1998 elections, and they've put Baton Rouge Republican Richard Baker on their target list for defeat.

Baker's 6th District seat is "a possible Democratic pickup," the Democratic Congressional Campaign Committee said at a press conference last week.

The committee gave only two reasons:

- In Baker's reapportioned district, 29 percent of voters are black, and they are presumed to be a Democratic constituency.

- Baker's presumed Democratic opponent, Baton Rouge lawyer Marjorie McKeithen, comes from a political family and therefore has high name recognition.

House Democrats need a net gain of 11 seats to wrest control from Republicans.

Each campaign will have its local dynamics, but the DCCC does have a generic plan to go after Republican incumbents:

- Emphasize the issues of education, the environment and health care; concentrate on "marginal districts," where Republicans won narrowly last time or where voter demographics provide an opening for Democrats.

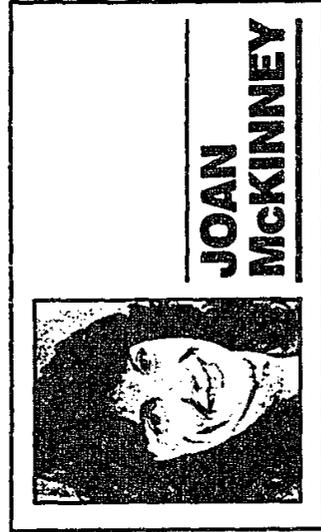
- Highlight any local controversies or "embarassing local headlines" that have attached themselves to a Republican.

- Attack the "extremism" of the GOP congressional agenda.

- Link the Republican incumbent to House Speaker Newt Gingrich, R-Ga., who has a 60 percent-plus negative rating in recent polls.

Apply that generic approach to Baker, and here's what you get:

- The voter demographics theoretically put him in a marginal district now. But in his '96 race in his old district, Baker was not a marginal winner. He



**JOAN MCKINNEY**

got a very healthy 69 percent of the vote.

- To date, Baker is free of major local embarrassments or scandals.

- McKeithen will comb Baker's voting record, and particularly his Banking Committee record, and find some fodder to paint him as anti-consumer and pro-Big Business.

- She'd have a tougher time escalating that into "extremism."

Of course, you can't discount the power of a negative campaign, but Baker's district probably regards him as a fairly bland, nuts-and-bolts legislator, and doesn't put him in the same camp as, say, Oliver North, Woody Jenkins or Bob Dornan.

- On policy, Baker's voting record will closely track Gingrich's. But he's had some well-publicized policy breaks with Gingrich and the House's GOP leadership, most notably on farm policy and highway funding.

In an interview, McKeithen said this about 1998: She's still evaluating a run against Baker.

But she's begun to think about possible campaign staffing, and she could file a candidacy registration statement with the Federal Election Commission in the next few weeks.

Officially, a new research collaboration is called

the Agro-Oceanic Nutrient Flux Center. But we'll just think of it as the Dead Zone Consortium.

It's a new collaboration among universities in nine states, enlisted to do a research and publicity attack on the "dead zone," that periodically appearing, oxygen-depleted, lifeless area of the Gulf of Mexico.

The U.S. Department of Agriculture is giving research grants, about \$25,000 each, to the schools and has assigned them these missions:

- Develop ways to help farm lands and fields hold nutrients, instead of allowing their runoff into streams and rivers.

- Teach rural residents, many of whom live in states far from the Gulf, about the "dead zone" consequences when farm chemicals spill into waterways.

- Build support in rural communities throughout the Mississippi River Basin for anti-pollution action.

The grants are going to LSU and to universities in Iowa, Missouri, Minnesota, Ohio, Kansas, Nebraska, Illinois, and Wisconsin. The schools will work with federal farm and environmental agencies in California, Colorado, Minnesota and Washington, D.C.

About 200 business, landowner and labor organizations have written U.S. Senate Majority Leader Trent Lott, R-Miss., asking that he schedule action on a revised Endangered Species Act before the Senate adjourns for the year.

Signatories include the Louisiana, Mississippi and Texas forestry associations.

Lott doesn't have much time.

The Senate's legislative year will end sometime between Friday and Nov. 14.

Joan McKinney is The Advocate's Washington correspondent.

# 50 HOUSE RACES

5

Here are 50 races to watch on Nov. 3rd.  
 Pull this map out and pin it to your wall for reference that night.  
 Bold denotes incumbent; \* denotes freshman.

**ALABAMA**  
 04: Robert Aderholt\* (R) v. Don Beville (D); Republican favored

**ARIZONA**  
 06: J.D. Hayworth (R) v. Steve Owens (D); Republican favored

**ARKANSAS**  
 02: Phil Wyrick (R) v. Vic Snyder\* (D); Democrat favored

**CALIFORNIA**  
 03: Doug Ose (R) v. Sandie Dunn (D); Republican favored

22: Tom Bordonaro (R) v. Lois Capps\* (D); Democrat favored

24: Randy Hoffman (R) v. Brad Sherman\* (D); Democrat favored

36: Steve Kuykendall (R) v. Janice Hahn (D); Republican favored

46: Bob Dornan (R) v. Loretta Sanchez\* (D); Democrat favored

49: Brian Bilbray (R) v. Christine Kehoe (D); Republican favored

**COLORADO**  
 02 Bob Greenlee (R) v. Mark Udall (D); Democrat favored

**CONNECTICUT**  
 05: Mark Nielsen (R) v. Jim Maloney (D); Democrat favored

**FLORIDA**  
 03: Bill Randall (R) v. Corrine Brown (D); Democrat favored

**HAWAII**  
 01: Gene Ward (R) v. Neil Abercrombie (D); Democrat favored

**IDAHO**  
 01: Helen Chenoweth (R) v. Dan Williams (D); Republican favored

02: Mike Simpson (R) v. Richard Stallings (D); Toss-up

**ILLINOIS**  
 17: Mark Baker (R) v. Lane Evans (D); Toss-up

19: Brent Winters (R) v. Dave Phelps (D); Democrat favored

**INDIANA**  
 08: John Hostettler (R) v. Gail Riecken (D); Republican favored

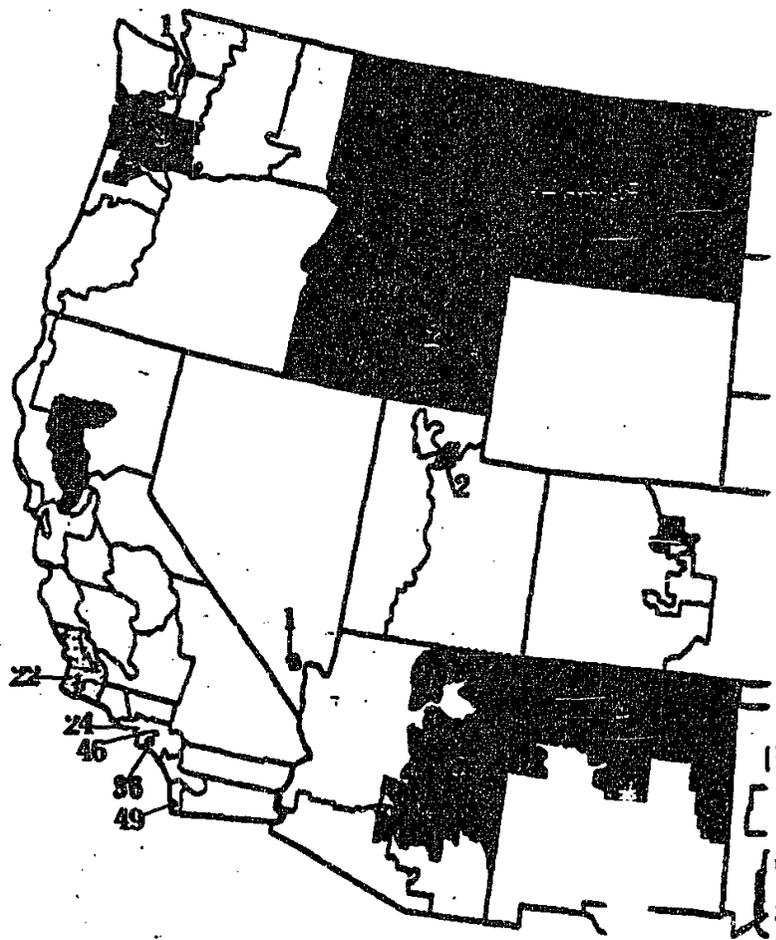
09: Jean Leising (R) v. Baron Hill (D); Toss-Up

10: Gary Hofmeister (R) v. Julia Carson\* (D); Democrat favored

**IOWA**  
 02: Jim Nussle (R) v. Bob Tully (D); Republican favored

03: Larry McKibben (R) v. Leonard Boswell\* (D); Toss-Up

**KANSAS**  
 03: Vince Snowbarger\* (R) v. Dennis Moore (D); Toss-up



KEY	
YELLOW	DEM INCUMBENT
BLUE	DEM OPEN
GREEN	GOP INCUMBENT
RED	GOP OPEN

**KENTUCKY**  
 03: Anne Nortrup\* (R) v. Chris Gorman (D); Republican favored

04: Cex "Jay" Williams (R) v. Ken Lucas (D); Toss-up

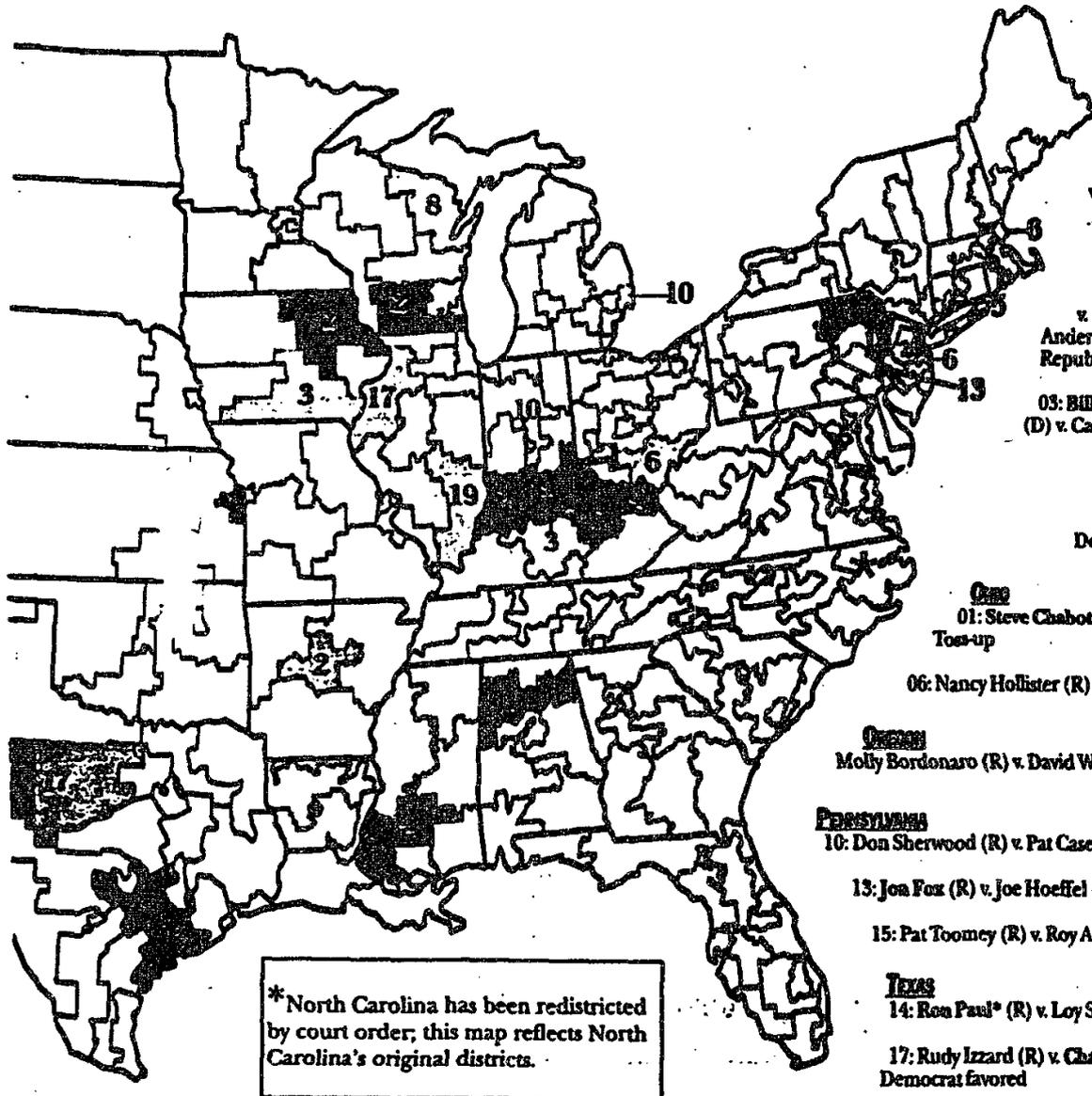
06: Ernest Fletcher (R) v. Ernesto Scorsone (D); Republican favored

**LOUISIANA**  
 06: Richard Baker (R) v. Marjorie McKeithen (D); Republican favored

**MASSACHUSETTS**  
 06: Peter Forkildsen (R) v. John Tierney\* (D); Toss-up

# CONTESTS TO WATCH

ST. LOUIS POST-DEMOCRAT



\*North Carolina has been redistricted by court order; this map reflects North Carolina's original districts.

**MICHIGAN**

10: Brian Palmer (R) v. David Bonior (D); Democrat favored

**MISSISSIPPI**

04: Delbert Hoseman (R) v. Ronnie Shows (D); Toss-up

**MONTANA**

AL: Rick Hill\* (R) v. Robert Deschamps (D); Republican favored

**NEVADA**

01: Don Chairez (R) v. Shelley Berkley (D); Toss-up

**NEW JERSEY**

06: Mike Ferguson (R) v. Frank Pallone (D); Democrat favored

**NEW MEXICO**

01: Heather Wilson\* (R) v. Phil Maloff (D) v. Robert Anderson (Green); Republican favored

03: Bill Redmond\* (R) v. Tom Udall (D) v. Carol Miller (Green); Toss-up

**NORTH CAROLINA**

12: Scott Keadle (R) v. Mel Watt (D); Democrat favored

**OHIO**

01: Steve Chabot (R) v. Roxanne Qualls (D); Toss-up

06: Nancy Hollister (R) v. Ted Strickland\* (D); Toss-up

**OREGON**

Molly Bordonaro (R) v. David Wu (D); Toss-Up

**PENNSYLVANIA**

10: Don Sherwood (R) v. Pat Casey (D); Toss-up

13: Jon Fox (R) v. Joe Hoeffel (D); Toss-up

15: Pat Toomey (R) v. Roy Aflerbach (D); Toss-up

**TEXAS**

14: Ron Paul\* (R) v. Loy Sneyd (D); Republican favored

17: Rudy Izzard (R) v. Charlie Stenholm (D); Democrat favored

**ILLINOIS**

02: Merrill Cook\* (R) v. Lily Eskelsen (D); Republican favored

**WASHINGTON**

01: Rick White (R) v. Jay Inslee (D) v. Bruce Craswell (American Heritage); Toss-up

05: Don Benton v. Brian Baird (D); Toss-up

**WISCONSIN**

01: Paul Ryan (R) v. Lydia Spottswood (D); Toss-up

02: Josephine Muszer (R) v. Tammy Baldwin (D); Toss-up

08: Mark Green (R) v. Jay Johnson\* (D); Toss-up

TIMES-PICAYUNE  
(STATE ED.)  
NEW ORLEANS, LA  
DAILY

Metro Press Clipping Bureau  
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APR 26-98

# Democrats target Baker in election

BY ED ANDERSON  
Capital bureau

**BATON ROUGE** — With demographic research showing a Democrat could win the 6th Congressional District seat now held by Republican Richard Baker of Baton Rouge, the Democratic National Committee has targeted Baker for an election challenge, a top party operative said Saturday.

State party executive director Trey Ourso told a meeting of the Democratic State Central Committee that national party officials think it is a "can-win" race.

Baton Rouge lawyer Marjorie McKeithen, the Democratic daughter of Republican Secretary of State Fox McKeithen, has said she is running against Baker and has been raising money for the race.

Besides targeting Baker, Democrats will launch a campaign to retain key federal and state positions.

*Baton Rouge lawyer Marjorie McKeithen said she is running against Baker and has been raising money for the race.*

Ourso said the party's top priority is re-electing Sen. John Breaux, who has amassed a war chest of about \$3.5 million. Ourso said Breaux, whose only known opponent is state Rep. James Donelon, R-Metairie, "seems to be in very good shape." But, Ourso said, "we will not be taking anything for granted."

Ourso said the chances of the party holding onto the 2nd District seat of Rep. William Jefferson of New Orleans and the 7th District seat of Rep. Chris John Crowley look good because there is no known opponent for either incumbent.

The party also wants to hold onto two seats on the state Supreme Court that are up for re-election: those of Chief Justice Pascal Calogero of New Orleans and Katherine "Kitty" Kimball of New Roads. Ourso said the

GOP is courting candidates to run against Calogero now.

At the request of Central Committee member Chris Roy of Alexandria, party Chairman Ben Jeffers said he will look into the possibility of having the party file a state court lawsuit challenging a state law that requires voters to present photo identifi-

cation cards, such as a driver's license, at the polls in order to vote.

In some areas of the state, Jeffers said, caravans of cars and buses will be assembled "to bus people to motor vehicle offices and driver's license offices" to get the IDs.

"We must do all we can to liberalize the voting process, not put impediments in the way of voting," he said.

New LSU vice  
chancellor for research  
and graduate studies  
enjoys challenges  
■ See PEOPLE, 1H



**Run off the road**  
LSU loses lead, SU just short in away games  
■ See SPORTS, 1C

**Mosly sunny**  
No rain forecast  
High in the low 80s,  
low in the mid-50s  
Details Page 16B

# Sunday Advocate

**National parties want  
to win in 6th District**

First in a series

By MARSHA SHULER  
Capitol news bureau

In 1996, Democratic President Bill Clinton carried the 6th Congressional District. But so did Republican U.S. Senate candidate Woody Jenkins.

So, is the Baton Rouge-based district a stronghold for Republican U.S. Rep. Richard Baker, who won 69 percent of the vote in his own race in 1996?

Or is it ripe for a challenge by Democratic attorney Marjorie McKeithen, who is campaigning as a moderate much as Clinton did?

The 6th District is the battleground for the only major Louisiana congressional race this year. It's been traced by the national Democratic Party as part of a strategy to regain control of the U.S. House from the Republicans.

## Election '98

PHOTO BY AP/WIDEWORLD

# 6th District

CONTINUED FROM PAGE 1A

Democrats see potential for a win on Nov. 3 because of court-drawn boundary lines that put more black voters in the already predominantly Democratic district.

"Baker is ripe for a challenge," said Democratic Congressional Campaign Committee spokesperson Olivia Morgan. "He hasn't faced any real opposition in years, and there's a changed district."

Morgan said the 6th District race is one of 30 the party has targeted to move to the Democratic column.

McKeithen offers real opposition because of her political roots and demonstrated fundraising ability, Morgan said.

Republicans are confident the district will stay in the GOP column. They note that, despite the heavy Democratic registration, voters here tend to vote conservative.

"I wouldn't say it is a solid Republican district, but they are going to vote for Richard Baker because he is doing a good job for them," said Mindy Boyagian of the National Republican Campaign Committee.

"We are really not worried about him right now," said Boyagian.

The district's voting pattern in recent national elections is mixed, to say the least.

Clinton beat Republican Bob Dole by 21,000 votes in the 6th District. Jenkins won 5,000 more votes than now-U.S. Sen. Mary Landrieu, a Democrat who won more votes statewide.

The overwhelming majority of the 6th District's elected officials are Democrats. However, East Baton Rouge — the most populous parish in district — has several high-profile Republican officials, including the mayor and sheriff.

Baker's campaign manager, Christina Casteel, said the district has become even more conservative since Reagan Democrats voted for Republican federal candidates, including Baker, 12 years ago.

Baker said the district votes more along liberal vs. conservative lines than Republican or Democrat affiliation. Party label doesn't mean as much as what a candidate believes on issues, Baker said.

Baker considers himself a free-enterprise, business conservative and calls McKeithen "a regulate, tax-and-sue liberal."

"If that's the race, I'm very comfortable with it," Baker said.

McKeithen said she's the "everyday people" candidate and voters relate to that. McKeithen said 6th District voters are looking for a moderate like herself.

East Baton Rouge and Livingston parishes are the big battlegrounds. Baker has represented an East Baton Rouge district as a legislator or congressman for 27 years. McKeithen has practiced law here since her graduation from LSU and her family lives in Denham Springs, the biggest town in Livingston.

Louisiana Democratic Party chairman Ben Jeffers said a lot "depends on the candidate and how active the Democratic apparatus is."

Jeffers said this is the first time Baker has been targeted by Democrats.

After a federal judge redrew the state's congres-

sional districts in 1996, black voter registration in the 6th District increased from 12 percent to 28 percent. The boundaries were redrawn because a court found the previous districts were illegally drawn on the basis of race.

"The district does seem to be more to the liking of Democrats with an increased population of African-Americans that tend to vote Democratic," said LSU political science professor Wayne Parent.

Parent said another factor is "the attraction of the challenger, a fresh face" who has name recognition and success in raising campaign funds.

McKeithen's grandfather is ex-Gov. John McKeithen, a Democrat, and her father is Republican Secretary of State Fox McKeithen.

"It's still an uphill battle for McKeithen because Baker is a non-controversial, 12-year incumbent," Parent said.

William Arp, chairman of Southern University's political science department, said more black voters could pose a problem for Baker.

But Arp said "it's very difficult to kick an incumbent out of office."

Arp said Baker's weakness could be his votes in Congress on school issues.

"He's weak on education and that's going to hit him... There are seven or eight parishes, all depending on public education, and that's important to lower- and middle-class whites and blacks," said Arp.

But Arp said turnout is usually low in midterm elections and that favors an incumbent.

"Marjorie McKeithen is going to have a time getting out the vote and Baker has his safe part of the population that have voted for him time and time again," said Arp.

The 6th District is 61 percent Democratic, 24 percent Republican and 16 percent other

**"Baker is ripe for a challenge. He hasn't faced any real opposition in years, and there's a changed district."**

— Olivia Morgan, spokeswoman for the Democratic Congressional Campaign Committee

**"I wouldn't say it is a solid Republican district, but they are going to vote for Richard Baker because he is doing a good job for them."**

— Mindy Boyagian, National Republican Campaign Committee

or no party.

"It's heavy organized labor, heavy African-American and, as with the state's population, very heavily women registered voters (55 percent)," said Jeffers.

All of that favors McKeithen, Jeffers said.

"I think women will see her as a person more sensitive to the needs of women, especially as it relates to children's issues," said Jeffers.

Women don't necessarily just vote for women, Parent said, but "Democratic women are beginning to vote more Democrat."

In 1996, Democrat Steve Myers ran against Baker with no party help and a no-budget campaign and got 31 percent of the vote.

Parent said that 31 percent voter support is a base for McKeithen to build upon.

Republican Boyagian said McKeithen hasn't hit that base level yet in campaign polling, which doesn't bode well for her campaign.

"We would be concerned if her numbers were right up there with his," said Boyagian.

On the other hand, Democrat Morgan said Baker doesn't have a lot to boast about since polls show him at about 50 percent — not too good for an incumbent, "especially when he's already been on the air with TV (campaign) spots."

Morgan said McKeithen had not started her television ad campaign when the last polling was done.

**BEFORE THE FEDERAL ELECTION COMMISSION**

**BAKER FOR CONGRESS AND** )  
**ALVIN J. OURSO, JR., TREASURER,** )  
**THE HONORABLE RICHARD H. BAKER,** ) **MUR 4841**  
**KAY BAKER, CHRISTINA CASTEEL AND** )  
**DURWARD CASTEEL** )  
\_\_\_\_\_ )

**AFFIDAVIT OF KAY BAKER**

I, Kay Baker, hereby swear and/or affirm the following:

1. My name is Kay Baker. I am over eighteen years of age.
2. In 1984, because the World's Fair was held in New Orleans, Louisiana, I established the 1884 Shoppe, a retail gift shop. The 1884 Shoppe closed in 1989, and I maintained a mail order, special order business until 1993.
3. In 1989, I, with a partner, established K's Louisiana Market. This business specializes in Louisiana foods and specialties. Attached hereto is a full color catalog of its products.
4. I have on occasion performed various administrative services for the Baker Agency. For these services, I have been compensated. Over a period of approximately five (5) years, I have received approximately \$3,700 from the Baker Agency for services rendered.

IN WITNESS WHEREOF, I have executed this Affidavit this \_\_\_ day of December, 1998.

2025 RELEASE UNDER E.O. 14176

Kay Baker  
Kay Baker

Sworn to before me this 11<sup>th</sup> day  
of December, 1998 by Kay Baker.

Jaqueline Mitchell  
Notary Public

My Commission Expires: at death

ED 04 39 41 24

**BEFORE THE FEDERAL ELECTION COMMISSION**

**BAKER FOR CONGRESS AND** )  
**ALVIN J. OURSO, JR., TREASURER,** )  
**THE HONORABLE RICHARD H. BAKER,** ) **MUR 4841**  
**KAY BAKER, CHRISTINA CASTEEL AND** )  
**DURWARD CASTEEL** )  


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)

**AFFIDAVIT OF RICHARD H. BAKER**

I, Richard H. Baker, hereby swear and/or affirm the following:

1. My name is Richard H. Baker. I am over eighteen years of age.
2. I graduated from Louisiana State University in 1971. Soon thereafter, I started the Baker Agency, which was located in Baton Rouge, Louisiana.
3. Through this business, I developed subdivisions and built homes. I served as the initial president of the Central Homebuilders Association in Baton Rouge.
4. I was, and still am, a member of the Greater Baton Rouge Realtors Association, a professional organization which admits members who meet their standards of conduct.
5. In 1991, the Baker Agency purchased a building located at 10440 Hooper Street, Baton Rouge, Louisiana, tore it down, and built a new building. The Baker Agency utilized a part of this building as office space. Today, the Baker Agency is still located at 10440 Hooper Street, and has its own fax machine, phone system, and office supplies and equipment. Since the Baker Agency purchased this property, it has never been used as a personal residence,

2025 RELEASE UNDER E.O. 14176

nor have there been any major improvements to the property. The Baker Agency sold 10440 Hooper Street in August of 1996.

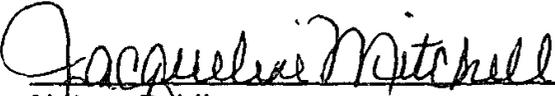
6. In 1986, I was elected to the U. S. House of Representatives. Currently, I am a Member of the House of Representatives.

7. From 1992 through July of 1996, my Congressional campaign committee, Baker for Congress, rented office space from the Baker Agency. In order to comply with the requirement that the campaign pay fair market value for that space, we took into account several factors, including the rent paid by the committee to its prior landlord for comparable space, opinions of knowledgeable real estate agents in the relevant market area, and classified advertisements and listings for the rental of similar property.

IN WITNESS WHEREOF, I have executed this Affidavit this 11<sup>th</sup> day of December, 1998.

  
Richard H. Baker

Sworn to before me this 11<sup>th</sup> day  
of December, 1998 by Richard H. Baker

  
Notary Public

My Commission Expires: at death

BAKER FOR CONGRESS COMMITTEE  
P.O. BOX 1894  
BATON ROUGE, LA 70821-1894

1 296

PAY TO THE  
ORDER OF

*Baker Agency*  
*five hundred forty and 00/100*

*1/2 19 94* 04-11/84

*\$ 650.00*

**CNB**  
CITY NATIONAL BANK  
P.O. DRAWER 831 • BATON ROUGE, LOUISIANA 70821

FOR

*Alvin Dumas Jr.*

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BAKER FOR CONGRESS COMMITTEE  
P.O. BOX 1694  
BATON ROUGE, LA 70821-1694

1326

PAY TO THE  
ORDER OF

*Baker Agency, Inc.*

*Six hundred fifty six and 00/100*

\$ 650.00

DOLLARS

**CNB**  
CITY NATIONAL BANK  
OF MINNEAPOLIS  
P.O. DRAWER 1231 - BATON ROUGE, LOUISIANA 70821

FOR

*Alvin Dumas*

⑆001326⑆ ⑆06540011⑆ 0006 95343⑆

⑆0000065000⑆

BAKER FOR CONGRESS COMMITTEE  
P.O. BOX 1894  
BATON ROUGE, LA 70821-1894

1345

PAY TO THE  
ORDER OF

*Baker Agency*  
*five hundred fifty and 00/100*

*2/28 1994* M-11/84

1 \$ 650.00

**CNB**

**CITY NATIONAL BANK**

CITY NATIONAL BANK  
OF NEW ORLEANS  
P.O. DRAWER 1231 • BATON ROUGE, LOUISIANA 70821

DOLLARS

FOR

*Alvin Davis, Jr.*

⑆001345⑆ ⑆065400111⑆ 0006 95343⑆

⑆0000065000⑆

5374 555 40 02

BAKER FOR CONGRESS COMMITTEE  
P.O. BOX 1694  
BATON ROUGE, LA 70821-1694

1379

PAY TO THE  
ORDER OF

*Baker Agency*

*five hundred fifty and 00/100*

*4/9* 19 *94* 84-11/831

\$ *652.00*

**CNB** **CITY NATIONAL BANK**

P.O. DRAWER 8231 • BATON ROUGE, LOUISIANA 70821

DOLLARS

FOR:

⑈001379⑈ ⑈06540011⑈ 0006 95343⑈

*Alvin Dumas, Jr.*

⑈0000065000⑈

POSTAGE WILL BE PAID BY ADDRESSEE

BAKER FOR CONGRESS COMMITTEE  
P.O. BOX 1694  
BATON ROUGE, LA 70821-1694

1410

PAY TO THE  
ORDER OF

*Baker Agency*

*Five hundred fifty and 00/100*

\$ 650.00

*5/9*

19 94

84-11/84

**CNB**

**CITY NATIONAL BANK**

P.O. DRAWER 1231 • BATON ROUGE, LOUISIANA 70821

NOTMRS

FOR

*Olivia Dumas, D.*

⑆001110⑆ ⑆065100111⑆ 0006 95343⑆

⑆0000065000⑆

REF: 666 40 02

**BAKER FOR CONGRESS COMMITTEE**  
P.O. BOX 1694  
BATON ROUGE, LA 70821-1694

1443

PAY TO THE  
ORDER OF

*Baker Agency*

*Six hundred fifty and 00/100*

*10/8 19 94*

BA-11/7/84

\$ 650.00

**CNB**

**CITY NATIONAL BANK**

P.O. DRAWER 1231 • BATON ROUGE, LOUISIANA 70821

FOR

VOICERS

⑆004443⑆ ⑆06540011⑆ 0006 95343⑆

*Chris Davis, S*

⑆0000065000⑆

2574 656 40 03

BAKER FOR CONGRESS COMMITTEE  
P.O. BOX 1894  
BATON ROUGE, LA 70821-1894

1461

PAY TO THE  
ORDER OF

*Baker Agency*

*Five hundred fifty and 00/100*

DOLLARS

*7/8* 19 *94* \$ *658.00*

**CNB**  
CITY NATIONAL BANK  
OF KANSAS  
P.O. DRAWER 1231 - BATON ROUGE, LOUISIANA 70821

FOR

⑆001461⑆ ⑆065400111⑆ 0006 95343⑆

⑆0000065000⑆

*Alvin D. Williams, Jr.*

SET BY SSS TO 03

**BAKER FOR CONGRESS COMMITTEE**  
P.O. BOX 1694  
BATON ROUGE, LA 70821-1694

PAY TO THE  
ORDER OF

*Baker Agency*

**CNB**

**CITY NATIONAL BANK**  
P.O. DRAWER 1231 • BATON ROUGE, LOUISIANA 70821

*Five Hundred fifty and 00/100*

\$ 550.00

*8/4* 19 *94*

84-11/84

1504

DOLLARS

*Allen Jones, Jr.*

⑆001501⑆ ⑆06540011⑆ 0006 95343⑆

⑆0000065000⑆

REF: 55E 40 02

**BAKER FOR CONGRESS COMMITTEE**  
P.O. BOX 1694  
BATON ROUGE, LA 70821-1694

PAY TO THE  
ORDER OF

*Baker Agency*  
*for hundred \$ by my acct 08/15*

1558

9/9 19 94 84-11/64

FOR \_\_\_\_\_  
P.O. DRAWER 1231 - BATON ROUGE, LOUISIANA 70821

**CNB**  
**CITY NATIONAL BANK**  
MEMPHIS, TENNESSEE

\$ 1650.00

DOLLARS

*Allen Dwyer*

⑈001558⑈ ⑆065400111⑆ 0006 95343⑈

⑈0000065000⑈

WESTERN UNION

BAKER FOR CONGRESS COMMITTEE  
P.O. BOX 1694  
BATON ROUGE, LA 70821-1694

1608

PAY TO THE  
ORDER OF

*Baker Agency*  
*Five hundred fifty and 00/100*

10/4 1994 64-11/154

\$ 650.00

**CNB**

**CITY NATIONAL BANK**

P.O. DRAWER 1291 • BATON ROUGE, LOUISIANA 70821

155552845

0328

0302

14

20-20-94

DOLLARS

FOR

#001608# ⑆065400111⑆ 0006 95343⑆

*Clara Davis*

#0000065000⑆

POSTAGE WILL BE PAID BY ADDRESSEE

BAKER FOR CONGRESS COMMITTEE  
P.O. BOX 1694  
BATON ROUGE, LA 70821-1694

1650

PAY TO THE  
ORDER OF

*Baker Agency*  
*Six hundred fifty and 00/100*

\$ 650.00

*11/7 1994*

030072149 0404 0404 14 11-29-94 DOLLARS

**CNB**  
CITY NATIONAL BANK  
OF BATON ROUGE  
P.O. DRAWER 1231 • BATON ROUGE, LOUISIANA 70821

FOR

*Alvin Deane, Jr.*

⑆001650⑆ ⑆06540011⑆ 0006 95343⑆

⑆00000065000⑆

25TH "66E" TO "03E"

BAKER FOR CONGRESS COMMITTEE  
P.O. BOX 1694  
BATON ROUGE, LA 70821-1694

1676

PAY TO THE  
ORDER OF

*Baker Agency*

12/9 19 94 84-11/84

\$ 650.00

**CNB**  
CITY NATIONAL BANK  
OF KENTON SQUARE  
P.O. DRAWER 1231 • BATON ROUGE, LOUISIANA 70821

*Five hundred fifty and 00/100*

*Alan Duane D-*

FOR

⑆001575⑆ ⑆085100111⑆ 0008 95343⑆ ⑆0000055000⑆

0574 555 40 03

BAKER FOR CONGRESS COMMITTEE  
P.O. BOX 1694  
BATON ROUGE, LA 70821-1694

2022

1-6 1976 8-11/68

PAY TO THE  
ORDER OF

*Baker Agency*

*Eight hundred fifty*

*1 \$ 850.00*

DOLLARS

**CNB**  
CITY NATIONAL BANK  
OF BATON ROUGE

P.O. DRAWER 031 • BATON ROUGE, LOUISIANA 70821

FOR *fund*

⑆002022⑆ ⑆065400111⑆ 0006 95343⑆

*Clara Debra G.*

⑆0000085000⑆

SETH SSS HQ 02

BAKER FOR CONGRESS COMMITTEE  
P.O. BOX 1694  
BATON ROUGE, LA 70821-1694

2084

PAY TO THE  
ORDER OF

*Baker Agency*  
*Eight hundred forty*

*2/22* 19 *76* 8-11/84

\$ *850.00*

**CNB**  
CITY NATIONAL BANK  
P.O. DRAWER 1231 • BATON ROUGE, LOUISIANA 70821

020275111 0103 0072 14 02-25-95 DOLLARS

*Clavin Dancy*

⑆002084⑆ ⑆065400111⑆ 0006 95343⑆ ⑆0000085000⑆

OFFER SEE HQ 02



BAKER FOR CONGRESS COMMITTEE  
P.O. BOX 1894  
BATON ROUGE, LA 70821-1894

2130

4/9 19 96

1 \$ 550.00

PAY TO THE  
ORDER OF

*Baker Agency*  
*Eight hundred fifty and 00/100*

050235578 0259 0054 14 04-17-96 DOLLARS

CNB  
CITY NATIONAL BANK  
OF BATON ROUGE  
P.O. DRAWER 1231 • BATON ROUGE, LOUISIANA 70821

FOR

⑆00 2130⑆ ⑆065400111⑆ 0008 9534 3⑆

⑆0000085000⑆

*Alvin Dumas, Jr.*

3474 "SSE" 40 03

BAKER FOR CONGRESS COMMITTEE  
P.O. BOX 1694  
BATON ROUGE, LA 70821-1694

2169

PAY TO THE  
ORDER OF

*Baker Agency*

*5/2 1996*

\$ 850.00

64-11/54

*Eight Hundred fifty and 00/100*

040194009 0111 0115 14 05-03-96

DOLLARS

**CNB**  
CITY NATIONAL BANK  
OF BATON ROUGE

P.O. DRAWER 1131 • BATON ROUGE, LOUISIANA 70821

FOR

*Don Curtis*

⑆002169⑆ ⑆065400111⑆ 0006 95343⑆

⑆0000085000⑆

STP 565 40 02

BAKER FOR CONGRESS COMMITTEE  
P.O. BOX 1694  
BATON ROUGE, LA 70821-1694

2201

PAY TO THE ORDER OF Baker Agency, Inc. \$ 850.00

Eight hundred fifty and 00/100 DOLLARS

CNB  
CITY NATIONAL BANK  
OF BATON ROUGE  
P.O. DRAWER 1231 • BATON ROUGE, LOUISIANA 70821

FOR

⑆002201⑆ ⑆06540011⑆ 0005 95343⑆ ⑆0000085000⑆

Alvin Dumas, Jr.

6/3 1996 94-11/564 ✓

447771 563 40 02

BAKER FOR CONGRESS COMMITTEE  
P.O. BOX 1694  
BATON ROUGE, LA 70821-1694

2232

PAY TO THE  
ORDER OF

*Baker Agency*  
*Eight hundred fifty and 00/100*

*7/5 19 96*

*1 \$ 850.00*

84-11/64

**CNB**  
**CITY NATIONAL BANK**  
OF BATON ROUGE

P.O. DRAWER 1231 • BATON ROUGE, LOUISIANA 70821

030165495 0697 0443 14 07-25-96 DOLLARS

FOR

⑆002232⑆ ⑆06540011⑆ 0006 95343⑆

*Chris Dues, S*

⑆0000085000⑆

3474" 666" 40" 02

BAKER FOR CONGRESS COMMITTEE  
P.O. BOX 1694  
BATON ROUGE, LA 70821-1694

2285

PAY TO THE  
ORDER OF

*Shawco Bank*  
*One thousand and 00/100*

*8/12 1996*

84-11/694

**CNB**

CITY NATIONAL BANK  
P.O. PRAYER 721 • BATON ROUGE, LOUISIANA 70821

002000345 00183800 08-21-96 08

DOLLARS

\$ 1000.00

⑆002285⑆ ⑆06540011⑆ 0008 95343⑆

⑆0000100000⑆

*Alan Owen*

94TH "55E" 40" 02

BAKER FOR CONGRESS COMMITTEE  
P.O. BOX 1694  
BATON ROUGE, LA 70821-1694

2304

PAY TO THE ORDER OF Spence Bank 9/5 1996 \$ 1000.00

**CNB**  
CITY NATIONAL BANK  
OF BATON ROUGE

P.O. DRAWER 1231 • BATON ROUGE, LOUISIANA 70821

DOLLARS

⑆002301⑆ ⑆065400111⑆ 0006 95343⑆

*Alan Burns*

⑆100001000000⑆

4474 555 40 02

2373

BAKER FOR CONGRESS COMMITTEE  
P.O. BOX 1894  
BATON ROUGE, LA 70821-1894

94-11/854

10/10 19 96

\$ 1000.00

PAY TO THE  
ORDER OF

*Homebank*

DOLLARS

**CNB**  
CITY NATIONAL BANK  
OF BATON ROUGE

P.O. DRAWER 1231 • BATON ROUGE, LOUISIANA 70821

001201280 92E30200 10-18-95 03

FOR *Mr Howard and 00/100*

⑆002373⑆ ⑆06540011⑆ 0006 95343⑆

⑆0000100000⑆

*Allen Dennis S.*

24TH" SEC" 40" 02

2419

BAKER FOR CONGRESS COMMITTEE  
P.O. BOX 1694  
BATON ROUGE, LA 70821-1694

11/9 1996 84-11/834

\$ 1000.00

PAY TO THE ORDER OF Stincock Bank  
One thousand and 00/100

DOLLARS

**CNB** CITY NATIONAL BANK  
OF BATON ROUGE  
P.O. DRAWER 1231 • BATON ROUGE, LOUISIANA 70821

MEMORIAL BANK OF BATON ROUGE, LA 70801

Alvin Lewis, Jr.

⑆002419⑆ ⑆06540011⑆ 0006 95343⑆

⑆000001000000⑆

5474 662 40 02

1335

BAKER FOR CONGRESS COMMITTEE  
12 BOX 1694  
BATON ROUGE, LA 70821

84-11/85H

PAY TO THE  
ORDER OF

*First National Bank*

*12/2 1994*  
\$ 1000.00

DOLLARS

**CNB** CITY NATIONAL BANK  
OF BATON ROUGE  
P.O. BOX 1531 - BATON ROUGE, LOUISIANA 70821

002102732 92H30000 12-18-94 03

FOR

*John D. ...*

*John D. ...*

⑆001335⑆ ⑆065100111⑆ 0005 81500⑆ ⑆00001000000⑆

0314 662 40 02

BAKER FOR CONGRESS COMMITTEE  
P.O. BOX 1694  
BATON ROUGE, LA 70821-1694

2442

PAY TO THE  
ORDER OF

*Hancock Bank*

*12/22 19 96*

84-11/84

*one thousand and 00/100*

\$ 1000.00

DOLLARS

**CNB**

**CITY NATIONAL BANK**

OF BATON ROUGE  
P.O. DRAWER 1231 • BATON ROUGE, LOUISIANA 70821

FOR

⑈002442⑈ ⑆06540011⑆ 0006 95343⑈ ⑈0000100000⑈

*Allen Davis*

7574 666 40 02

BAKER FOR CONGRESS COMMITTEE  
P.O. BOX 1884  
BATON ROUGE, LA 70821-1884

1326

PAY TO THE  
ORDER OF

*Baker Agency, Inc.*  
*Six hundred fifty six and 00/100*

\$ 650.00

NOV 1984

*2/3* 19 *94*

04-11/84

**CNB**  
CITY NATIONAL BANK  
OF BATON ROUGE  
P.O. DRAWER 1131 - BATON ROUGE, LOUISIANA 70821

FOR

*Alvin Dumas*

⑆001326⑆ ⑆065400111⑆ 0006 9534,3⑆

⑆0000065000⑆

2025 11 03

BAKER FOR CONGRESS COMMITTEE  
P.O. BOX 1894  
BATON ROUGE, LA 70821-1894

1345

PAY TO THE  
ORDER OF

*Baker Agency*  
*Six hundred fifty and 00/100*

*2/28 1994*

04-11/84

1 \$ 650.00

**CNB**  
**CITY NATIONAL BANK**  
OF KANSAS CITY, MO

P.O. DRAWER 8231 • BATON ROUGE, LOUISIANA 70821

DOLLARS

*Alvin Davis, Jr.*

⑆0013145⑆ ⑆065400111⑆ 0006 95343⑆

⑆0000065000⑆

ESTD 666 40 03

BAKER FOR CONGRESS COMMITTEE  
72, BOX 1694  
BATON ROUGE, LA 70821

1335

PAY TO THE  
ORDER OF

*Stanbeck Bank*  
*One thousand and 00/100*

*12/2 1954*

84-11/654

\$ 1000.00

**CNB**  
CITY NATIONAL BANK  
OF BATON ROUGE

201, PRAYER 1231 - BATON ROUGE, LOUISIANA 70821

DOLLARS

002102732 92530000 12-12-54 02  
*Wm Curry*

⑈001335⑈ ⑆06540011⑆ 0006 84600⑈

⑈0000100000⑈

4574 " 656 " 40 " 02

BAKER FOR CONGRESS COMMITTEE  
P.O. BOX 1694  
BATON ROUGE, LA 70821-1694

2442

12/22 19 96 81-11/83

PAY TO THE ORDER OF Francis Bank \$ 1000.00

**CNB**  
CITY NATIONAL BANK  
OF BAYOU BOULEVARD  
P.O. DRAWER 1231 • BATON ROUGE, LOUISIANA 70821

DOLLARS

FOR

⑈002442⑈ ⑆06540011⑆ 00210002 48330000 01-03-96  
⑈0000100000⑈

*John J. Baker*

ESTD 1864

13

# LEASE OF COMMERCIAL PROPERTY

**1. PARTIES:**

THIS LEASE effective as of the 1st day of August, 1996, is entered into by and between John B. Noland and Virginia Bailey Noland (the "Lessor") and the Baker Agency, Inc., herein represented by its Secretary, Richard H. Baker, pursuant to a resolution of the Board of Directors of said corporation, (the "Tenant").

**2. LEASED PREMISES:**

Lessor hereby leases to Tenant and Tenant hereby leases from Lessor Lot 22, Tanglewood Subdivision, East Baton Rouge Parish, Louisiana, together with the buildings and improvements thereon (the "Property" or "Leased Premises"). The Property bears the municipal address of 10440 Hooper Road, Baton Rouge, Louisiana 70811.

**3. LEASE TERM:**

This lease is for a primary term of five (5) years beginning on the 1st day of August, 1996 and ending at midnight on the 1st day of August, 1996.

**4. RENT:**

4.1 As basic rent, Tenant agrees to pay Lessor the sum of Nineteen Hundred and No/100 (\$1,900.00) Dollars for each full calendar month through the term of this lease with the rental for any partial months to be prorated. These payments shall be made directly to Hancock Bank at P. O. Box 591, Baton Rouge, Louisiana, 70821 for credit to the loan originally made by Tenant and assumed by Lessors.

4.2 Rent shall be payable in advance, on the first day of each month, commencing on the 1st day of August, 1996. All rental payments more than ten (10) days delinquent shall be subject to a late penalty of five (5%) percent of the amount of the current Rent.

4.3 Lessor may from time to time designate other places for the payment of the rent by written notice to Tenant.

**5. OPTIONS TO RENEW:**

5.1 Tenant will have the right to renew this Lease for one additional term(s) of five (5) years. Within sixty (60) days prior to the expiration of the primary term, Lessor shall request the Tenant in writing to notify Lessor whether Tenant elects to exercise Tenant's option

RECEIVED

to extend the Lease. Tenant shall then have thirty (30) days from receipt of the Lessor's request to notify Lessor in writing whether Tenant elects to exercise its option to extend the Lease. In the event that Tenant does not so notify Lessor within said thirty (30) day period, Tenant's option to renew shall elapse and the Lease shall terminate at the end of the current term. In the event Lessor does not give Tenant notice as hereinabove provided, Tenant may exercise Tenant's option to renew anytime prior to the expiration of the current term. If the Lessor does not give Tenant the notice hereinabove provided and Tenant does not exercise Tenant's option to renew prior to termination of the Lease, then the Lease shall be continued on a month-to-month basis.

5.2 If the Lease is renewed, it shall be subject to the same covenants, terms and conditions contained in the basic Lease Agreement, except that the Rent for the option term shall be increased by a corresponding amount to cover any increase in the debt service or the loan assumed by Lessor upon Lessor's purchase of this Property or a substitute or renewal loan.

**6. USE OF PREMISES:**

6.1 The Leased Premises shall only be used for uses permitted in B-1 Districts, under the Zoning Ordinance for the City of Baton Rouge, Parish of East Baton Rouge, unless otherwise agreed in writing by Lessor, which decision shall be at Lessor's sole and unfettered discretion.

6.2 Tenant will not use the Leased Premises for any purpose that is unlawful or that tends to injure or depreciate the property. Tenant will not allow any nuisance to exist on the Leased Premises, and, upon notice by Lessor to Tenant, will abate any nuisance promptly without expense to Lessor.

6.3 Tenant shall comply, at Tenant's own cost and expense, with all laws now existing or hereafter enacted, including, but not limited to, all sanitary laws and ordinances, with all rules and requirements of the State Board of Health, and with all other State, Parish and Municipal requirements affecting the use, operation and cleanliness of the Leased Premises, and shall comply with all rules and regulations of any local Board of any authorized organization of fire underwriters and of any State authorities relating to safeguarding against fires, and shall in every other regard use and occupy the Leased Premises in accordance with all applicable rules and regulations of any State, Parish and Municipal governmental authorities.

**7. CONDITION AND MAINTENANCE:**

7.1 Upon commencement of the lease term, Tenant shall have fully inspected the Leased Premises, be fully aware of its physical condition and by taking possession thereof, shall accept the Leased Premises "as is" in its condition at the commencement of the lease as fully suitable for the purposes for which same are leased.

7.2 During the term of the Lease, Lessor shall have no responsibility whatsoever for maintenance, repair, renovation, remodeling or reconstruction of any portion of

11/30/98 14:02 FAX 504 336 0136

the Leased Premises or any equipment located thereon. At its sole expense, Tenant obligates itself to perform or have performed all work necessary to maintain the Leased Premises, buildings and equipment in a safe, clean, structurally sound and watertight condition throughout the primary term and any extension thereof, such work to include without limitation, structural repair, replacement, or reconstruction, as necessary, of roof, walls, foundations, driveways and parking areas.

7.3 Throughout the term of the Lease, Tenant shall take good care of the building and other improvements and keep them free from waste, nuisance or damage, including damage from termites or other pests.

7.4 Tenant agrees to pay all bills for water, including water sprinkler service charge, electricity, gas and other utilities used in the Leased Premises.

7.5 At the termination of this lease, by expiration of its term or otherwise, Tenant shall return the Leased Premises clean and in good order, the usual wear and tear excepted. Tenant shall make actual delivery of the keys to Lessor.

#### 8. ALTERATIONS:

8.1 Tenant is authorized to make, at Tenant's expense, additions or alterations to the Leased Premises in connection with the conduct of Tenant's business or profession, subject to prior written approval by Lessor, which consent shall not be unreasonably withheld or delayed. Tenant shall insure that all permitted additions and alterations are done in a workmanlike manner.

8.2 All additions, alterations or improvements made by Tenant, except movable furniture, furnishings and equipment which can be removed without doing any damage to the Leased Premises, shall become the property of Lessor, without charge, on the termination of the Lease.

#### 9. RESPONSIBILITY FOR DAMAGES:

9.1 Lessor will not be responsible for any damage to the Tenant or to any person whomsoever, even those arising from defects in the Leased Premises.

9.2 Tenant will indemnify Lessor and hold Lessor harmless from and against any and all claims, actions, damages, liability and expenses, including reasonable attorneys fees, in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Leased Premises, arising from the occupancy or use by Tenant of the Leased Premises, or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, employees, representatives, contractors, servants, guests, invitees and concessionaires, unless the same is occasioned wholly by the willful misconduct or

negligence of Lessor, its agents, employees, representatives. In case Lessor shall, without fault on their part, be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Lessor harmless, and shall pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Lessor in enforcing the covenants and agreements in this lease.

#### 10. DESTRUCTION OF LEASED PREMISES:

10.1 If the Leased Premises shall be damaged by fire, the elements, unavoidable accident or other casualty, but said damage does not substantially impair Tenant's use, Lessor shall, at Lessor's own expense, promptly cause such damage to be repaired, provided the insurance proceeds are sufficient to cover the costs of the repairs, and the rent shall not be abated. If by reason of such occurrence, the Leased Premises shall be rendered untenable only in part, Lessor shall, at Lessor's own expense, promptly cause the damage to be repaired, if the insurance proceeds are sufficient to cover the costs of the repairs, but no abatement of base Rent shall be allowed. If the Leased Premises shall be rendered wholly untenable by reason of such occurrence, and the Leased Premises cannot be restored within 120 days after such occurrence, Tenant may cancel this lease upon twenty (20) days written notice to Lessor, provided the written notice is given within thirty (30) days of the occurrence. If Tenant does not cancel the lease, Lessor shall, at its own expense, cause such damage to be repaired within 150 days of such occurrence provided the insurance proceeds are sufficient to cover the costs of the repairs, but no abatement of the base Rent shall take place, or Lessor may, at its own election, terminate this lease by giving to Tenant, within sixty (60) days following the date of such occurrence, written notice of Lessor's election so to do, and in the event of such termination, rent shall be adjusted as of such date. If Lessor elects to repair or rebuild the Leased Premises, then Lessor shall respond with due diligence and restore the Leased Premises to essentially its original condition.

#### 11. EMINENT DOMAIN:

11.1 If the whole of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this lease shall cease and terminate as of the date of title vesting in such proceeding and all rentals shall be paid up to that date. If any part of the Leased Premises shall be acquired or condemned as aforesaid, and in the event that such partial taking or condemnation shall render the Leased Premises unsuitable for Tenant's use in Tenant's opinion, then the term of this lease shall cease and terminate as of the date when Tenant has knowledge of said fact and gives Lessor notice that Tenant desires to terminate the lease. Rent shall be adjusted to the date of such termination. In the event of a partial taking or condemnation which is not extensive enough to render the Leased Premises unsuitable for Tenant's use, then Lessor shall promptly restore the Leased Premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking, and this lease shall continue in full force and effect but no reduction in the base Rent shall occur.

11.2 Although the damages in the event of any condemnation are to belong to Lessor, whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises, Tenant shall have the right to claim such compensation as may be separately awarded recoverable by Tenant in Tenant's own right on account of any and all damages to Tenant's business by reason of the condemnation and for or on account of any cost or loss to which Tenant might be put in removing Tenant's furniture, fixtures, leasehold improvements and equipment.

## 12. TAXES:

12.1 As additional consideration to Lessor, Tenant shall pay all ad valorem taxes assessed against the Property.

12.2 Tenant shall also pay the ad valorem taxes assessed on the equipment, supplies, furniture, furnishings, fixtures and all other contents of the Leased Premises.

## 13. INSURANCE:

13.1 As additional consideration to Lessor, Tenant shall place the following insurance for the joint benefit of Lessor and Tenant with an insurance company approved by Lessor, which insurance shall be maintained in effect at Tenant's cost throughout the term of this lease:

(a) Fire and extended coverage insurance covering the contents of the Leased Premises insuring Lessor, Lessor's mortgagee and Tenant, as their interest may appear, in an amount sufficient to cover the full replacement cost of all Leased Premises, including equipment, supplies, furnishings, furniture, fixtures and all other contents of the Leased Premises.

(b) Comprehensive general liability insurance, with contractual liability endorsement, against liability for injuries to persons and damage to property occurring in or about the Leased Premises, in amounts of not less than One Million and No/100 (\$1,000,000.00) Dollars for any single accident, which insurance shall be in the name of the Tenant and shall name Lessor and Lessor's designees as additional insureds. Every five years by written notice to Tenant, Lessor may increase the minimum amount of insurance required to be maintained by Tenant to reflect the effects of inflation and other relevant factors that a prudent and reasonable Lessor would consider in establishing adequate limits for his protection, but not exceeding Five Hundred Thousand and No/100 (\$500,000.00) Dollars on each permitted adjustment date.

(c) Sufficient Workmen's Compensation Insurance to cover Tenant's maximum legal obligation to its employees under applicable law.

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13.2 A duplicate original of each policy required under paragraph 13.1 shall be furnished to the Lessor and shall contain an agreement by the insurer that such coverage shall not be cancelled without thirty (30) days prior written notice to Lessor of intention to cancel.

13.3 Lessor and Tenant hereby waive all claims, causes of action and rights of recovery against the other and their respective officers, agents and employees, for any death, bodily injury or damage to or destruction of property or business, including but not limited to Lessor's improvements and Tenant's records, equipment and property which shall result from any of the perils insured under any and all policies of insurance maintained by Lessor or Tenant, regardless of cause, including the negligence of either party or their respective officers, agents, or employees.

**14. TENANT'S FAILURE TO MAINTAIN INSURANCE OR MAKE REPAIRS:**

14.1 If Tenant fails to obtain or maintain any insurance required by this Lease or to maintain the Leased Premises, its fixtures and equipment in good repair, in accordance with the terms of this lease, Lessor shall have the option, after fifteen (15) days notice to Tenant in writing, to obtain such insurance, or to do such maintenance or repair work, or to make such replacements as may be required. Any sums thus advanced by Lessor for Tenant's account shall be secured as if they were rentals due under the terms of this lease and shall bear interest at the rate of twelve (12%) percent per annum from the date of such expenditures.

**15. RIGHT OF ENTRY:**

15.1 Lessor reserves the right to enter the Leased Premises at reasonable hours, with reasonable notice to Tenant, in order to inspect the Leased Premises, and/or to undertake such repairs, and maintenance for which Tenant is responsible and has failed to perform, but which Lessor may deem necessary for the protection and preservation of the Leased Premises, but nothing contained in this paragraph shall be construed to require Lessor to make any repairs whatsoever.

**16. SUBLEASE AND ASSIGNMENT:**

16.1 Tenant shall not assign this lease to any other party without the written consent of Lessor and then only in accordance with the terms of this lease.

16.2 Tenant may sublease all or part of this Property.

**17. DEFAULT OF TENANT:**

17.1 Any one or more of the following events shall constitute a breach of this lease and, upon occurrence thereof, Tenant shall be in default hereunder:

(a) Whenever Tenant shall fail to pay any installment of rent or any other sum

payable by Tenant to Lessor or any third party under this lease on the date upon which the same is due to be paid and such failure shall continue for fifteen (15) days after Tenant shall have been given written notice thereof;

(b) Whenever Tenant shall fail to keep, perform, or observe any of the covenants, agreements, terms, or provisions contained in this lease that are to be kept or performed by Tenant other than with respect to payment of rent or other liquidated sums of money, and Tenant shall fail to commence and take such steps as are necessary to remedy the same within thirty (30) days after Tenant shall have been given a written notice specifying the same, or having so commenced, shall thereafter fail to proceed diligently and with continuity to remedy the same;

(c) Whenever an involuntary petition shall be filed against Tenant under any bankruptcy or insolvency law or under the reorganization provisions of any law of like import or a receiver of Tenant or for all or substantially all of the property of such parties shall be appointed without acquiescence, and such petition or appointment is not discharged within sixty (60) days after the happening of such event;

(d) Whenever Tenant shall be dissolved or liquidated, or whenever such party shall file a voluntary petition under any bankruptcy or insolvency law or under the reorganization provisions of any law of like import, or whenever Tenant shall fail within ninety (90) days to lift any execution, garnishment, or attachment of such consequence as will impair Tenant's ability to carry on its operations at the Leased Premises, or whenever Tenant shall make a general assignment for the benefit of Tenant's creditors, or shall enter into an agreement of composition with Tenant's creditors or whenever an Order for Relief shall be granted with respect to such party pursuant to Title 11 of the United States Code or whenever such party shall seek relief under any other law for the benefit of debtors; or

(e) Whenever Tenant commits or tolerates the commission on the Leased Premises of any nuisance or of any acts of waste, or of any act made punishable by fine or imprisonment under the laws of the United States of America, or of any ordinance of the City or Parish, and Tenant shall fail to remedy the same within fifteen (15) days after Tenant shall have been given a written notice specifying the same.

17.2 If Tenant is in default under this lease, Landlord, at its option, may, exercise any one or more of the rights and remedies granted by law.

(a) Termination of this lease by Lessor's notice, summary proceedings, or otherwise shall not relieve Tenant of any accrued liability hereunder and Tenant shall remain obligated to pay Lessor all rent and other sums required to be paid up to the time of the termination of this lease, including interest at the maximum

legal rate allowable under Louisiana law at the time of a default by Tenant hereunder.

(b) Lessor may declare the entire basic Rent for the unexpired term of this lease immediately due and payable, reserving unto Lessor the right to collect any additional rent accruing under this lease from time to time.

(c) If this lease is terminated according to law, whether or not the Leased Premises are relet, Lessor shall be entitled to recover from Tenant in addition to all other damages, an amount equal to all other expenses, including reasonable attorney's fees, incurred by Lessor in recovering possession of the Leased Premises and all costs and legal expenses thereof, together with all expenses incurred for the care and protection of the Leased Premises while vacant. All such damages to become immediately due and payable by Tenant upon presentation of an invoice therefor.

17.3 If Tenant fails or refuses to permit Lessor to lawfully re-enter the Leased Premises in the event of a default, Lessor shall have the right to eject Tenant in accordance with the provisions of Louisiana Code of Civil Procedure, Articles 4701-4735, without forfeiting any of Lessor's rights under this paragraph or under the other terms of this lease, and Lessor may at the same time or subsequent sue for any money due or to enforce any other rights which Lessor may have.

17.4 In the event of any default, Tenant shall remain responsible for all damages or losses suffered by Lessor for which Tenant is responsible. Tenant waives any requirement of "putting-in-default" for any such breach, except as expressly required by this lease.

17.5 Failure strictly and promptly to enforce the conditions set forth above shall not operate as a waiver of Lessor's rights. Lessor expressly reserves the right always to enforce prompt payment of rent or to cancel this lease regardless of any indulgences or extensions previously granted, except for the grace periods set out herein. Lessor's accepting any rent in arrears, or after notice of institution of any suit for possession, or for cancellation of this lease, will not be considered as a waiver of such notice, or of the suit or of any of the other rights Lessor.

**18. OTHER RIGHTS OF LESSOR:**

18.1 In addition to the other rights given to the Lessor by the express terms of this lease in the event of any breach or default by Tenant, Lessor shall have and hereby expressly reserves all rights and privileges granted to lessors by the laws of Louisiana.

**19. SURRENDER OF PREMISES:**

19.1 At the expiration of this lease, or its termination for other causes, Tenant

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shall immediately surrender possession. Should Tenant fail to do so, Tenant shall pay any and all damages suffered by Lessor, but in no case less than three times the rent per day, plus attorney's fees and costs. Tenant also expressly waives any notice to vacate at the expiration or termination of this lease.

**20. ATTORNEY'S FEES:**

20.1 Should either party employ an attorney or attorneys to enforce any of the provisions hereof, or to protect their interest in any matter arising under this agreement, or to recover damages for the breach of this agreement, the party prevailing in any final judgment shall be entitled to recover from the other party all reasonable costs, charges, expenses, including attorney's fees, expended or incurred in connection therewith.

**21. NOTICES:**

21.1 Notices to be given under this lease by Lessor to Tenant, or by Tenant to Lessor, shall be in writing and shall be delivered by hand or by United States Mail, postage prepaid, certified or registered mail, return receipt requested, with written evidence of delivery. All notices to Lessor and Tenant shall be delivered to sent as follows:

To Lessor: Mr. & Mrs. John B. Noland  
7244 Bocage Boulevard  
Baton Rouge, LA 70809

To Tenant: Baker Agency, Inc.  
10440 Hooper Road  
Baton Rouge, LA 70811

**22. APPLICABLE LAW:**

22.1 The provisions of this lease have the effect of law between the parties, but in reference to matters not covered by it, this lease shall be governed by applicable ordinances of the Metropolitan Council for the Parish of East Baton Rouge and the laws of the State of Louisiana.

**23. MODIFICATIONS TO LEASE:**

23.1 This lease may not be modified except by an instrument in writing signed by the parties hereto, their heirs, legal representatives, successors, assigns.

**24. BINDING EFFECT:**

24.1 This lease binds each of the parties and their respective heirs, successors and assigns. All of the terms of this lease, including the provisions against sublease, apply to

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any persons claiming by or through either party.

**25. MUTUAL WAIVER OF SUBROGATION RIGHT:**

25.1 Whenever any loss, cost, damage or expense resulting from fire, explosion, or any other insurable casualty or occurrence is incurred by either Lessor or Tenant and such party is then required to be covered in whole or in part by insurance with respect to such loss, cost, damage, or expense, then the party so insured, or required to be insured, hereby releases the other party from any and all liability it may have on account of such loss, costs, damage, or expense, to the extent of any amount recovered, or which would have been recovered if so insured, by reason of such insurance, and waives any right of subrogation which might otherwise exist in, or accrue to, any person on account thereof, to the full extent of such losses, costs, damages, or expenses, notwithstanding any deductible in such policy.

**26. CONSTRUCTION OF LEASE:**

26.1 The language in all parts of this Lease shall in all cases be construed as a whole according to its fair meaning and not strictly for nor against either Lessor or Tenant. Paragraph headings in this Lease are for convenience only and are not to be construed as a part of this Lease or in any way defining, limiting or amplifying the provisions thereof. Lessor and Tenant agree that in the event any term, covenant or condition herein contained is held to be invalid or void by any court of competent jurisdiction, the invalidity of such term, covenant or condition shall in no way affect any other term, covenant or condition herein contained.

**27. NONRECORDATION/SHORT FORM LEASE:**

27.1 Lessor and Tenant agree not to record this Lease Agreement in the public records.

27.2 Either Landlord or Tenant may record an extract of this Lease in the conveyance records of East Baton Rouge Parish, Louisiana, in accordance with the provisions of R.S. 9:2721.1. Lessor and Tenant agree to promptly execute an extract of this Lease upon request by the other party.

**28. REASONABLE CONSENT:**

28.1 Lessor and Tenant agree not to unreasonably withhold approval or consent to any act of Tenant and Lessor, respectively, where such approval or consent is required by the terms of this lease, except as otherwise provided herein.

**29. TIME OF THE ESSENCE:**

29.1 Time is of the essence of this agreement.

DONE AND SIGNED in duplicate by Lessor at Baton Rouge, Louisiana on this 6<sup>th</sup> day of August, 1996, in the presence of the undersigned competent witnesses.

WITNESSES:

Julie A. Newman  
Thomas Boyeman III

LESSOR:

John B. Noland  
Virginia B. Noland

DONE AND SIGNED in duplicate by Tenant at Baton Rouge, Louisiana on this 6<sup>th</sup> day of August, 1996, in the presence of the undersigned competent witnesses.

WITNESSES:

Julie A. Newman  
Thomas Boyeman III

TENANT:

BAKER AGENCY, INC.

By: Richard W. Baker

20040909 14:05

BEFORE THE FEDERAL ELECTION COMMISSION

BAKER FOR CONGRESS AND )  
 ALVIN J. OURSO, JR., TREASURER, )  
 THE HONORABLE RICHARD H. BAKER, ) MUR 4841  
 KAY BAKER, CHRISTINA CASTEEL AND )  
 DURWOOD CASTEEL )  
 \_\_\_\_\_ )

AFFIDAVIT OF CHRISTINA CASTEEL

I, Christina Casteel, hereby swear and/or affirm the following:

1. My name is Christina Casteel. I am over eighteen years of age.
2. I, along with Tim and Krista Carpenter, formed a consulting firm named Tricolor in 1991. At that time, I was also employed by the Republican National Committee, serving as a field finance director.
3. After the 1992 election, I left the RNC, and returned to Louisiana to run Tricolor. Subsequently, in February of 1993, I was hired as a staff assistant in Congressman Baker's Congressional office.
4. In December of 1993, Tim Carpenter quit Tricolor and moved out of the state to take another job.
5. In January of 1994, I was hired as the Chief of Staff for Congressman Richard H. Baker.
6. Today, the Tricolor Group is a consulting firm with several clients, including non-political businesses, state political campaigns and Baker for Congress. Tricolor is located at 10440 Hooper Road in Baton Rouge, Louisiana. It rents its own office space and has its own office supplies. Tricolor's clients, both paying and pro bono, have included the following:

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- 1993: The Challenger Learning Center  
Baker for Congress
- 1994: The Greater Baton Rouge Food Bank  
Baker for Congress  
Jimmy Kuhn for 1<sup>st</sup> Circuit Court of Appeals
- 1995: The Greater Baton Rouge Food Bank  
Baker for Congress  
Greg Marcantel for Lt. Governor
- 1996: The Greater Baton Rouge Food Bank  
The Baton Rouge Race for the Cure  
Baker for Congress
- 1997: The Greater Baton Rouge Food Bank  
The Baton Rouge Race for the Cure  
Baker for Congress  
Jimmy Kuhn for 1<sup>st</sup> Circuit Court of Appeals  
Campagne Academie
- 1998: The Greater Baton Rouge Food Bank  
The Baton Rouge Race for the Cure  
Baker for Congress  
Jimmy Kuhn for 1<sup>st</sup> Circuit Court of Appeal  
Campagne Academie

6. One of Tricolor's clients is Baker for Congress, which pays Tricolor a retainer of \$1,500 per month. The revenue earned by Tricolor from Baker for Congress represents approximately one third of Tricolor's total gross income.

IN WITNESS WHEREOF, I have executed this Affidavit this \_\_\_\_ day of  
December, 1998.

Christina Casteel

Christina Casteel

Sworn to before me this 11<sup>th</sup> day  
of December, 1998 by Christina Casteel.

Jacqueline Mitchell  
Notary Public

My Commission Expires: at death

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CANDIDATE'S REPORT

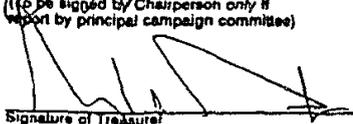
(to be filed by a candidate or his principal campaign committee)

<b>1. Full Name and Address of Candidate</b> JAMES E. (JIMMY) KUHN 8178 HERMITAGE DRIVE DENHAM SPRINGS, LA. 70726		<b>2. Office Sought (include title of office as well as parish, city, town and/or election district)</b>  JUDGE COURT OF APPEAL FIRST CIRCUIT	<b>OFFICE USE ONLY</b>  6584 106 10/31  944883  94 NOV 2 P 2: 20		
<b>3. Date of Primary</b> <u>OCTOBER 1, 1994</u>  This report covers from <u>SEPTEMBER 12, 1994</u> thru <u>OCTOBER 19, 1994</u>					
<b>4. Type of Report</b> <input type="checkbox"/> 180th day prior to primary <input type="checkbox"/> 40th day after general <input type="checkbox"/> 90th day prior to primary <input type="checkbox"/> Annual (future election) <input type="checkbox"/> 30th day prior to primary <input type="checkbox"/> Supplemental (past election) <input type="checkbox"/> 10th day prior to primary <input checked="" type="checkbox"/> 10th day prior to general <input type="checkbox"/> Amendment to prior report					
<b>5. FINAL REPORT #:</b>  <input type="checkbox"/> Withdrawn <input type="checkbox"/> Filed after the election AND all loans and debts paid <input type="checkbox"/> Unopposed					
<b>6. Name and Address of Financial Institution (You are required by law to use one or more banks or savings and loan associations as the depository of all campaign funds.)</b>  CITIZENS NATIONAL BANK P.O. BOX 2188 HAMMOND, LA 70404		<b>7. Full Name and Address of Treasurer:</b>  MICHAEL D. LANDRY 523 W. MAGNOLIA STREET PONCHATOULA, LA. 70454		<b>8. FOR PRINCIPAL CAMPAIGN COMMITTEES ONLY</b> <b>a. Name and address of principal campaign committee</b>  COMMITTEE TO ELECT JUDGE JIMMY KUHN FOR COURT OF APPEAL P.O. BOX 1509 HAMMOND, LA 70404	
<b>9. Name of Person Preparing Report</b> CAMPAIGN FINANCE REPORT GROUP Daytime Telephone <u>(504) 345-3033</u>			<b>b. Name and address of committee's chairperson</b>  RODNEY C. CASHE P.O. BOX 1509 HAMMOND, LA. 70404		
<b>10. WE HEREBY CERTIFY</b> that the information contained in this report and the attached schedules is true and correct to the best of our knowledge, information and belief, and that no expenditures have been made nor contributions received that have not been reported herein, and that no information required to be reported by the the Louisiana Campaign Finance Disclosure Act has been deliberately omitted.  This <u>31st</u> day of <u>OCTOBER</u> , 19 <u>94</u>			<b>c. Name and address of all subsidiary committees, if any (use additional sheets if necessary)</b>		
Signature of Candidate/Chairperson (To be signed by Chairperson only if report by principal campaign committee)  RODNEY C. CASHE		Telephone Number <u>(504) 542-6848</u>			
Signature of Treasurer MICHAEL D. LANDRY		Telephone Number <u>(504) 542-6848</u>			

COPY

CANDIDATE'S REPORT

(to be filed by a candidate or his principal campaign committee)

1. Full Name and Address of Candidate GREG N. MARCANTEL P.O. Box 485 JENNINGS, LA 70546		2. Office Sought (include title of office as well as parish, city, town and/or election district) LT. GOVERNOR STATE OF LOUISIANA	OFFICE USE ONLY  960200  CO. 41125 11:20
3. Date of Primary <u>OCTOBER 21, 1995</u> This report covers from <u>OCT 30, 1995</u> thru <u>DEC 31, 1995</u>			
4. Type of Report <input type="checkbox"/> 180th day prior to primary <input type="checkbox"/> 90th day prior to primary <input type="checkbox"/> 30th day prior to primary <input type="checkbox"/> 10th day prior to primary <input type="checkbox"/> 10th day prior to general <input type="checkbox"/> 40th day after general <input type="checkbox"/> Annual (future election) <input type="checkbox"/> Supplemental (past election) <input type="checkbox"/> Amendment to prior report			
5. FINAL REPORT IS: <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Filed after the election AND all loans and debts paid <input type="checkbox"/> Unopposed			
6. Name and Address of Financial Institution (You are required by law to use one of more banks or savings and loan associations as the depository of all campaign funds.) JEFF DAVIS BANK 507 N. MAIN ST. JENNINGS, LA 70546	7. Full Name and Address of Treasurer MIKE B. GILLESPIE P.O. DRAWER 918 JENNINGS, LA 70546	8. FOR PRINCIPAL CAMPAIGN COMMITTEES ONLY a. Name and address of principal campaign committee GREG MARCANTEL CAMPAIGN COMMITTEE P.O. Box 485 JENNINGS, LA 70546  b. Name and address of committee's chairperson GREG MARCANTEL P.O. Box 485 JENNINGS, LA 70546  c. Name and address of all subsidiary committees, if any (use additional sheets if necessary)  - N/A -	
9. Name of Person Preparing Report <u>MIKE B. GILLESPIE</u> Daytime Telephone <u>(318) 824-5007</u>			
10. WE HEREBY CERTIFY that the information contained in this report and the attached schedules is true and correct to the best of our knowledge, information and belief, and that no expenditures have been made nor contributions received that have not been reported herein, and that no information required to be reported by the the Louisiana Campaign Finance Disclosure Act has been deliberately omitted.  This <u>24th</u> day of <u>Jan.</u> , 19 <u>96</u> .  <div style="display: flex; justify-content: space-between;"> <div> <p>            Signature of Candidate/Chairperson            (to be signed by Chairperson only if report by principal campaign committee)</p> </div> <div> <p><u>318 824-1655</u>            Telephone Number</p> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div> <p>            Signature of Treasurer</p> </div> <div> <p><u>318-824-5007</u>            Telephone Number</p> </div> </div>			

## SCHEDULE E - 1 GENERAL EXPENDITURES

Name and Address of Recipient	Date	Purpose	Amount
<b>TRICOLOR GROUP</b>			
10440 HOOPER ROAD, ST. A			
P.O. BOX 77208			
BATON ROUGE, LA 70893			
	09/23/1994	TV PRODUCTION	6631.33
	09/23/1994	NEWSPAPER ADVERTISING	10068.07
	09/29/1994	DIRECT MAIL	20413.72
	09/29/1994	VOICE TALENT	3480.08
	09/29/1994	CONSULTING RETAINER	3136.07
	10/06/1994	PHONE EXPENSES	412.59
<b>JACA RENTALS</b>			
248 CYPRESS STREET			
INDEPENDENCE, LA 70443			
	09/13/1994	HQO RENT	500.00
<b>KENNEDY SIGNS</b>			
P.O. DRAWER 0			
OSLAND, LA 70456			
	09/13/1994	SIGNS	677.95
	10/04/1994	WIRE SIGN HOLDERS	49.38
<b>LOUISIANA POWER &amp; LIGHT</b>			
P.O. BOX 2928			
MONROE, LA 70404			
	10/04/1994	HQO ELECTRICITY	187.36
<b>SOUTH CENTRAL BELL</b>			
P.O. BOX 66002			
NEW ORLEANS, LA 70166			
	10/06/1994	TELEPHONE CHARGES	592.34
<b>K-L-MART</b>			
107 WEST THOMAS			
MONROE, LA 70403			
	10/06/1994	SUPPLIES	5.56
	10/06/1994	SUPPLIES	5.33

**SCHEDULE E-1: GENERAL EXPENDITURES**

1. Name and Address of Recipient						2. Expenditures this Reporting Period		
Last Name	Address	City	a. Date(s)	b. Purpose(s)	c. Amount(s)			
Bell South	PO Box 66002	New Orleans	11/8/95	Phone services	219.35			
Bell South	PO Box 66002	New Orleans	11/8/95	Phone services	6.69			
Bell South	PO Box 66002	New Orleans	12/8/95	Phone services	243.64			
Firis USA Bank	PO Box 740085	Atlanta, Ga	11/8/95	Supplies, travel	54.99			
Internal Revenue Service		Memphis, TN	12/22/95	Federal Payroll Taxes	64.00			
Jeff Davis Bank & Trust Co.		Jennings	11/8/95	Federal Payroll Taxes	391.52			
Jeff Davis Bank & Trust Co.		Jennings	11/30/95	Federal Payroll Taxes	153.00			
Jeff Davis Bank & Trust Co.		Jennings	11/30/95	Bank charges	4.06			
Jeff Davis Bank & Trust Co.		Jennings	12/31/95	Bank charges	3.48			
La. Dept of Revenue		Baton Rouge	12/22/95	State Payroll Taxes	28.00			
La. Office of Employment Security		Baton Rouge	12/22/95	State Payroll Taxes	33.20			
Mercury Cellular	107 S. Lake Arthur Ave	Jennings	12/8/95	Phone services	145.84			
Simpson, Ronald R.		Jennings	12/20/95	Consulting fee	500.00			
Sprint	PO Box 152046	Irving, Tx	11/8/95	Phone services	50.65			
Sprint	PO Box 152046	Irving, Tx	12/8/95	Phone services	5.92			
Spun Gold Management, Ltd		Jennings	12/15/95	Reimb. for advertising in phone directory	74.36			
Stackhouse, Julie		Jennings	11/22/95	Salary	923.50			
The Tri-Color Group			12/22/95	Consulting Fees	988.44			
4. SUBTOTAL (optional - this page)								
5. TOTAL (optional - complete only on last page of this schedule)						3,891.64		



Includes:  
E-mail  
addresses

WEB  
DIRECTORY

POLITICAL  
RESOURCE  
DIRECTORY

**National Edition  
1998**

Includes "The Official Directory of the  
American Association of Political Consultants"

**Tramutola - Consultant**  
191 Ridgeway  
Oakland, CA 94611  
510-658-7003 FAX#: 510-658-7302

REGION: California. SPECIALIZATIONS: Full Campaign Services, Fundraising Consultant, Campaign Management. DESCRIPTION: Tramutola is noted as one of the top consultants in the state of California, specializing in campaign management, school bond/tax elections, public and media relations and grass roots organizing. D. PRINCIPALS: Larry Tramutola.

**Trans-Action Database Marketing**  
4042 W. 111th Street  
Oak Lawn, IL 60453  
708-957-5000 FAX#: 708-857-5029  
E-Mail: TADM@TRANSTM.COM  
URL: http://www.transm.com

REGION: United States. SPECIALIZATIONS: Telecommunication Services. DESCRIPTION: Telemarketing campaigns for political candidates on a local, regional and national basis. POLITICS: 60% OR LESS. D/R. PRINCIPALS: Tom Wogan.

**Transamerica Marketing Services Inc.**  
8130 Boone Blvd-#350  
Vienna, VA 22182-2640  
703-903-9500 FAX#: 703-903-9511

REGION: United States. SPECIALIZATIONS: Telemarketing, Direct Mail Services. DESCRIPTION: Firm offers telemarketing and direct mail services for political candidates and committees. POLITICS: 60% OR LESS. PRINCIPALS: Bruce R. McBrearty, Charles S. Cadigan.

**Gus Travers**  
P.O. Box 5716  
Richmond, VA 23220  
804-261-5555 E-Mail: zvoice@erois.com

REGION: Regional. SPECIALIZATIONS: Voice-Over. PRINCIPALS: Gus Travers.

**Alice Travis**  
520 6th St., SE  
Washington, DC 20003  
202-546-0118

REGION: Regional. SPECIALIZATIONS: General Consultant. D. PRINCIPALS: Alice Travis.

**Dermod Travis**  
901 deBleury, bureau 380  
Montreal QUEBEC CANADA, H2W 159  
514-393-3883 FAX#: 514-393-3398  
E-Mail: pira@axess.com

REGION: US Northeast, Canada. SPECIALIZATIONS: Full Campaign Services, Media Consultant, Research, Analysis, Targeting. DESCRIPTION: General political consultant, specializing in opposition research, media relations and public advocacy communications. Clients include politicians, political parties, public interest organizations and corporations. Services available in English, French, and Spanish. D. PRINCIPALS: Dermod Travis.

**Edward Treacy Boyle Advocacy Group**  
101 W. Ohio St., #560  
Indianapolis, IN 46204  
317-684-3020 FAX#: 317-684-3023

REGION: Regional. SPECIALIZATIONS: General Consultant, Campaign, Issue Mgt., Grassroots. PRINCIPALS: Edward T. Treacy, E. Thomas Boyle.

**Treasure Craft**  
2603 Sundance Rd. #N  
Nampa, ID 83651  
208-467-2728

REGION: United States. SPECIALIZATIONS: I.D. Promotion/Silk screen. DESCRIPTION: Custom bumper strips, yard signs, banners, label labels, billboards, other screen printed items. D/R. PRINCIPALS: Kent Marmon.

**Treasure Isle Recorders, Inc.**  
2808 Azalea Place  
Nashville, TN 37204  
615-297-0700 FAX#: 615-297-1413

REGION: United States. SPECIALIZATIONS: Media Production/audio, Candidate Training, Jingles, Voice overs. DESCRIPTION: Production; jingles; voice overs; special premiums (cassettes, CD's). Commercial production-audio only. Theme development, copy writing, public speaking instruction and staff motivational presentations. POLITICS: 10% OR LESS. D/R. PRINCIPALS: Fred Vail, Dave Shipley.

**Jennifer Treat**  
2446 20th Street, NW  
Washington, DC 20009  
202-234-0105 FAX#: 202-452-4978

REGION: United States. SPECIALIZATIONS: Media Consultant. PRINCIPALS: Jennifer Treat.

**Trec Computer Consultants**  
808 Lowell Avenue  
Toms River, NJ 08753-7723  
908-244-6001 800-927-6001 FAX#: 908-286-9323

REGION: Regional. SPECIALIZATIONS: Voter List Rental, Computer Services, Mail Fulfillment/Laser Printing. DESCRIPTION:

Provide mailing labels, phone lists, voter lists. Entire State of New Jersey available. Republican candidates & organizations. POLITICS: 60% OR LESS. R. PRINCIPALS: Ronald George, Pamela Mastronardy.

**Trenton West**  
921 Eleventh Street #110  
Sacramento, CA 95814  
916-444-7313 FAX#: 916-444-7967  
E-Mail: TRENTNWST@aol.com

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**Triad Research Group**  
1801 E 9th Street, Suite 1110  
Cleveland, OH 44114  
216-621-9595 FAX#: 216-881-5831

REGION: United States. SPECIALIZATIONS: Polling Consultant, Research. DESCRIPTION: Polls, focus groups, Q Studies & electoral targeting. Experience at all levels of campaigns. Democrats. POLITICS: 60% OR LESS. D. PRINCIPALS: Robert R. Dykes, Kathy Severinski.

**The Tricolor Group**  
7003 Goodwood Avenue  
Baton Rouge, LA 70808  
504-261-0540 504-928-7140 FAX#: 504-261-0540

REGION: LA, TX & MS. SPECIALIZATIONS: Fundraising Consultant, Full Campaign Services, Campaign School. DESCRIPTION: Conservative political fundraising and general consulting. Also non-profit fundraising. Also, campaign schools under the listing of Campaign Academie. POLITICS: 80%. R. PRINCIPALS: Christina Kyle Casteel.

**The Trilogy Group**  
3804 Land O'Lakes Drive  
Atlanta, GA 30342  
404-846-8046 FAX#: 404-846-8975 E-Mail: gmargo1015@aol.com

SPECIALIZATIONS: General Consultant/Strategist. PRINCIPALS: Goldie Taylor-Margolis.

**Trippi McMahon & Squier**  
1029 N. Royal Street #350  
Alexandria, VA 22314  
703-519-8600 FAX#: 703-519-8604  
E-Mail: Info@TMSnewmedia.com

REGION: United States. SPECIALIZATIONS: Media Consultant, Media Production, Media Placement. DESCRIPTION: Democratic media/campaign consultants specializing in television and radio production and time buying as well as direct mail for fundraising and voter contact. POLITICS: 75%. D. PRINCIPALS: Joe Trippi, Steve McMahon, Mark Squier.