IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA	)	
	)	
v.	)	Criminal No. 92-181 (TJH)
	)	
DEBORAH GORE DEAN	)	
	)	

AFFIDAVIT OF JAMES P. SCANLAN
IN SUPPORT OF DEBORAH GORE DEAN'S MOTION FOR JUDGMENT
OF ACQUITTAL PURSUANT TO F.R.CRIM.P. 29(a) and (d)
AND MOTION FOR NEW TRIAL PURSUANT TO F.R.CRIM.P. 33

James P. Scanlan states the following:

1. I am an Assistant General Counsel with the United States Equal Employment Opportunity Commission (EEOC). I have been employed as an attorney by the EEOC since February 1973. Prior to that, following graduation from law school in 1969, I served 22 months with the United States Army, most of which time was spent as a trial counsel or legal officer at bases in the United States and the Republic of Korea. Most of my experience with the EEOC has been as an appellate attorney or a supervisory trial attorney. In my present position, I monitor the agency's larger cases prosecuted in its field offices and fulfill certain other duties including acting as the sanctions officer under Executive Order 12778.

2. In April of 1989, I was dating Deborah Gore Dean. At that time I had a number of discussions with Ms. Dean regarding the information in the HUD Inspector General's Report that John N. Mitchell had earned a $75,000 consulting fee from Louie Nunn related to a project called Arama. I recall well that Ms. Dean

informed me that she had spoken to an Agent of the HUD Inspector General's Office named Al Cain about whether there was a check proving that Mr. Mitchell had received a fee on the Arama project, and that Mr. Cain had told her that a check existed and was maintained in a field office. I recall clearly thinking at the time that if the Report indicated that Mr. Mitchell had received a fee, there was little doubt that he had, whether or not a check could be produced. I am fairly sure that I communicated that view to Ms. Dean at the time, though I think that, because she was quite distressed over the matter, I expressed the view with somewhat less certainty than I in fact felt.

3. Within a short period after advising me of her conversation with Mr. Cain, Ms. Dean advised me of a conversation with Colonel Jack Brennan, in which Colonel Brennan told her that Richard Shelby, as well as Mr. Nunn, had paid Mr. Mitchell. I recall that conversation with particular vividness because of the evident impact on Ms. Dean.

4. In the years since these conversations took place, they have remained quite fresh in mind. That would very likely have been the case in any event. In addition, partly to assist Ms. Dean and partly in an effort to write a book about events following release of the HUD Inspector General's Report, I became very familiar with that document. Though I did not know Mr. Cain, Ms. Dean often spoke about him in discussions of the Inspector General's investigation and in reviewing the Report I

would often note that Mr. Cain had conducted a particular interview.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on Nov 30, 1993

James P. Scanlan