

THE STATE OF MONTANA

Commissioner of Political
Practices 1209 Eighth Avenue
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Commissioner of
Political Practices
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Campaign Finance and Practices

Complaint Form (08/17)

Type or print in ink all information on this form except for verification signature

Person bringing complaint (Complainant):

Complete Name Zooey Zephyr
Complete Mailing Address P.O. Box 5213
Missoula, MT 59801
Phone Numbers: Work (406) 207-8494 Home _____

Person or organization against whom complaint is brought (Respondent):

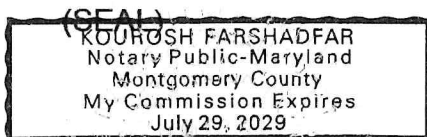
Complete Name Abbey Lee Cook
Complete Mailing Address 524 E 6th Avenue
Helena, MT 59601-4368
Phone Numbers: Work (406) 599-4691 Home _____

Please complete the second page of this form and describe in detail the facts of the alledged violation.

Verification by oath or affirmation

State of Montana, County of Missoula

I, Zooey Zephyr, being duly sworn, state that the information in this Complaint is complete, true, and correct, to the best of my knowledge and belief.



[Signature]
Signature of Complainant

Subscribed and sworn to before me this 22nd day of August, 2024.

[Signature]
Notary Public

My Commission Expires:

Statement of facts:

Describe in detail the alleged violation(s) and cite the statute or statutes you believe have been violated. Please attach copies of documentary evidence to support the facts alleged in your statement.

If the space provided below is insufficient, you may attach additional pages as necessary.

See next page

Complaints must be:

- signed
- notarized
- delivered in person or by mail.

This complaint is against Abbey Lee Cook, who served as the Treasurer for my 2023-2024 campaign for Montana's 95th House District. Specifically, I believe Ms. Cook used her position as Treasurer of my campaign to intentionally misrepresent donations to my campaign as well as expenditures from my campaign in order to embezzle those funds for her own personal expenses. Following my discussions with the FBI, I believe Ms. Cook also intentionally submitted fraudulent statements to the COPP in order to conceal her actions.

Included in this complain is a copy of the federal plea agreement Ms. Cook reached with the United States as well as the charges brought by the United States, wherein the US attorneys note that Ms. Cook "embezzled funds from various individuals and entities that employed her by fraudulently transferring money for personal expenses, in whole and in part, none of which were authorized." The documents also note that "the total amount of money that [Ms. Cook] transferred from these candidates and entities was not accurately contained on her filings with COPP despite the requirement to do so." Based on Ms. Cook's actions, as well as the conversations I have had with the FBI over the last several months, it is my belief that Ms. Cook defrauded my campaign by approximately \$53,100. As such, it is my belief that Ms. Cook is in violation of the following sections of the Montana Code Annotated:

MCA 13-37-240 (Surplus Campaign Funds). As referenced in the plea agreement, Ms. Cook admits to using campaign funds for her own personal benefit. In a November 2024 phone call, Ms. Cook told me that there was "around \$25,000" left over in the account after the campaign. In the process of closing the campaign account, I instructed her to close the account and donate the surplus campaign funds to my preferred nonprofits, as well as the Montana Democratic Legislative Campaign Committee. However, those organizations never received the funds, and all efforts to get Ms. Cook to send the funds were met with delays and excuses. Further, when I tried to access the bank account myself, I found out that I did not have access to the account, and only Ms. Cook could access it. Lastly, following the FBI investigation, it is my belief that Ms. Cook understated the surplus amount by at least half, and that there was approximately \$53,100 remaining in the account at the time of the campaign's conclusion.

MCA 13-37-208 & MCA 13-37-229 (Treasurer to Keep Records). As referenced in the plea agreement, part of Ms. Cook's scheme included submitting inaccurate filings with COPP in order to conceal her actions from both COPP and myself. Additionally, on multiple occasions in 2024, COPP filings were late. Ms. Cook attributed these delays to COPP's system; however, given Ms. Cook's plea, I believe these late reports were her responsibility.

I request the COPP investigate the actions of Abbey Lee Cook, determine whether she violated Montana campaign finance law, and take the appropriate actions within your power to hold Ms. Cook accountable for any & all violations.

FILED

AUG 20 2025

Clerk, U.S. Courts
District Of Montana
Billings Division

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**ATTORNEY FOR PLAINTIFF
UNITED STATES OF AMERICA**

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA
HELENA DIVISION**

UNITED STATES OF AMERICA,

Plaintiff,

vs.

ABBEY LEE COOK,

Defendant.

CR 25-

-II-BMM

PLEA AGREEMENT

Pursuant to Rule 11 of the Federal Rules of Criminal Procedure, the United States of America, represented by Zeno B. Baucus, Assistant United States Attorney for the District of Montana, and the defendant, Abbey Lee Cook, and the defendant's attorney, Christopher Betchie, have agreed upon the following:

1. **Scope:** This plea agreement is between the United States Attorney's Office for the District of Montana and the defendant. It does not bind any other

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federal, state, or local prosecuting, administrative, or regulatory authority, or the United States Probation Office.

2. **Charges:** The defendant agrees to plead guilty to the Information. The information charges ^{three} ~~five~~ counts of wire fraud, in violation of 18 U.S.C. § 1343. Each count carries a maximum possible penalty of 20 years of imprisonment, a \$250,000 fine, three years of supervised release, and a \$100 special assessment.

3. **Nature of the Agreement:** The parties agree that this plea agreement shall be filed and become a part of the record in this case and will be governed by Rule 11(c)(1)(B), *Federal Rules of Criminal Procedure*. The defendant acknowledges that the agreement will be fulfilled provided the United States makes the recommendations provided below. The defendant understands that if the agreement is accepted by the Court, there will not be an automatic right to withdraw the plea even if the Court does not accept or follow the recommendations made by the United States.

4. **Admission of Guilt:** The defendant will plead guilty because the defendant is guilty of the charges contained in Count 1-3 of the Information. In pleading guilty, the defendant acknowledges that:

First, the defendant knowingly devised a scheme or plan to defraud, or a scheme or plan for obtaining money or property by means of false or fraudulent pretenses, representations, or promises;

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Second, the statements made or facts omitted as part of the scheme were material; that is, they had a natural tendency to influence, or were capable of influencing, a person to part with money or property;

Third, the defendant acted with the intent to defraud; that is, the intent to deceive and cheat; and

Fourth, that in advancing, furthering, or carrying out the scheme, the defendant transmitted any writing, signal, or sound by means of a wire, radio, or television communication in interstate commerce or caused the transmission of any writing, signal, or sound of some kind by means of a wire, radio, or television communication in interstate commerce.

5. Waiver of Rights by Plea:

(a) The defendant is entitled to have the charges outlined in the information filed in this case prosecuted by an indictment returned by a concurrence of 12 or more members of a legally constituted grand jury, consisting of not less than 16 and not more than 23 members.

(b) The government has a right to use against the defendant, in a prosecution for perjury or false statement, any statement given under oath during the plea colloquy.

(c) The defendant has the right to plead not guilty or to persist in a plea of not guilty.

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(d) The defendant has the right to a jury trial unless, by written waiver, the defendant consents to a non-jury trial. The United States must also consent and the Court must approve a non-jury trial.

(e) The defendant has the right to be represented by counsel and, if necessary, have the Court appoint counsel at trial and at every other stage of these proceedings.

(f) If the trial is a jury trial, the jury would be composed of 12 laypersons selected at random. The defendant and the defendant's attorney would have a say in who the jurors would be by removing prospective jurors for cause where actual bias or other disqualification is shown, or without cause by exercising peremptory challenges. The jury would have to agree unanimously before it could return a verdict of either guilty or not guilty. The jury would be instructed that the defendant is presumed innocent, and that it could not convict unless, after hearing all the evidence, it was persuaded of the defendant's guilt beyond a reasonable doubt.

(g) If the trial is held by the judge without a jury, the judge would find the facts and determine, after hearing all of the evidence, whether or not the judge was persuaded of the defendant's guilt beyond a reasonable doubt.

(h) At a trial, whether by a jury or a judge, the United States would be required to present its witnesses and other evidence against the defendant. The

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defendant would be able to confront those government witnesses and the defendant's attorney would be able to cross-examine them. In turn, the defendant could present witnesses and other evidence. If the witnesses for the defendant would not appear voluntarily, their appearance could be mandated through the subpoena power of the Court.

(i) At a trial, there is a privilege against self-incrimination so that the defendant could decline to testify and no inference of guilt could be drawn from the refusal to testify. Or the defendant could exercise the choice to testify.

(j) If convicted, and within 14 days of the entry of the Judgment and Commitment, the defendant would have the right to appeal the conviction to the Ninth Circuit Court of Appeals for review to determine if any errors were made that would entitle the defendant to reversal of the conviction.

(k) The defendant has a right to have the district court conduct the change of plea hearing required by Rule 11, Federal Rules of Criminal Procedure. By execution of this agreement, the defendant waives that right and agrees to hold that hearing before, and allow the Rule 11 colloquy to be conducted by, the U.S. Magistrate Judge, if necessary.

(l) If convicted in this matter, a defendant who is not a citizen of the United States may be removed from the United States, denied citizenship, and denied admission to the United States in the future.

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The defendant understands that by pleading guilty pursuant to this agreement, the defendant is waiving all of the rights set forth in this paragraph. The defendant's attorney has explained those rights and the consequences of waiving those rights.

6. Recommendations: The United States will recommend that the defendant be given three points for acceptance of responsibility if appropriate under the Guidelines unless the defendant is found to have obstructed justice prior to sentencing, USSG §3C1.1, or acted in anyway inconsistent with acceptance of responsibility. Provided the defendant complies with this plea agreement, the United States will recommend a low-end guideline sentence. The parties reserve the right to make any other arguments at the time of sentencing. The defendant understands that the Court is not bound by any of the parties' recommendations.

7. Sentencing Guidelines: Although advisory, the parties agree that the U.S. Sentencing Guidelines must be applied, and a calculation determined, as part of the protocol of sentencing to determine what sentence will be reasonable.

8. Waiver of Appeal of the Sentence – Unconditional: The defendant understands the law provides a right to appeal and collaterally attack the sentence imposed in this case. 18 U.S.C. § 3742(a); 28 U.S.C. §§ 2241, 2255. Based on the concessions made by the United States, the defendant knowingly waives any right to appeal or collaterally attack any aspect of the sentence, including conditions of

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probation or supervised release. This waiver includes challenges to the constitutionality of any statute of conviction and arguments the admitted conduct does not fall within any statute of conviction. This waiver does not prohibit the right to pursue a collateral challenge alleging ineffective assistance of counsel.

The defendant also waives the right to appeal any aspect of a sentence imposed below or within the Guideline range upon a revocation of supervised release in this case number, except where the defendant unsuccessfully objects to the grade of violation applied by the court during the district court revocation proceedings. In that event, this waiver does not apply and the defendant may appeal the sentence imposed upon a revocation of supervised release, even if that sentence falls below or within the guideline range calculated by the court.

9. Voluntary Plea: The defendant and the defendant's attorney acknowledge that no threats, promises, or representations have been made to induce the defendant to plead guilty, and that this agreement is freely and voluntarily endorsed by the parties.

10. Detention/Release After Plea: The United States agrees that it will not move for detention but will defer to the discretion of the Court the decision as to whether the defendant meets the conditions of 18 U.S.C. § 3143(a)(1) or (2), and whether the defendant has clearly shown exceptional reasons why detention is not appropriate. 18 U.S.C. § 3145(c). The United States is obligated to advise the

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Court of the appropriate legal standards that relate to the defendant's eligibility for post-conviction release. The defendant acknowledges that obligation and understands that advising the Court as to the law and facts is not an abrogation of its agreement not to request remand.

11. Agreement as to Restitution: The defendant agrees to pay restitution to the identified victims in the Information of an amount no less than \$253,000.00. The defendant agrees that this amount of restitution may be imposed in the judgment.

The defendant agrees this restitution includes all losses caused by the defendant's criminal conduct and relevant conduct, even if such losses resulted from counts dismissed, crimes not charged, or crimes not admitted by the defendant in the factual basis supporting his plea. 18 U.S.C. § 3663A(a)(3). The defendant waives any defense or objection to any action to enforce the collection of financial obligations to be imposed in connection with this prosecution, including, but not limited to, collection procedures authorized by the Federal Debt Collection Procedures Act, 28 U.S.C. § 3001, et seq., 18 U.S.C. § 3664, or 18 U.S.C. § 3613.

The defendant understands and agrees that pursuant to 18 U.S.C. § 3613, whatever monetary penalties or restitution are imposed by the Court will be due and payable immediately and subject to immediate enforcement by the United

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States. If the Court imposes a schedule of payments, the defendant agrees that it is a minimum schedule of payments and not the only method, nor a limitation on the methods, available to the United States to enforce the judgment. The defendant waives any requirement for demand of payment on any fine, restitution, or assessment imposed by the Court and agrees that any unpaid obligations will be submitted to the United States Treasury for offset.

12. Disclosure of Financial Information: The defendant authorizes the U.S. Probation Office to release to the Financial Litigation Unit of the U.S. Attorney's Office all documents and financial information provided by the defendant to the U.S. Probation Office and any information obtained by the U.S. Probation Office about the defendant through its investigation. The defendant further agrees to fully complete a financial statement in the form prescribed by the U.S. Attorney's Office, provide financial documents as requested, and submit to a debtor's exam if deemed appropriate by the U.S. Attorney's Office, in order to evaluate the defendant's ability to satisfy any financial obligation imposed by the Court. The defendant consents to being immediately placed on the Treasury Offset Program to help meet the defendant's obligation to pay restitution and/or a fine.

13. FOIA Waiver: The defendant waives all rights, whether asserted directly or by a representative, to request or receive from any department or agency of the United States any records pertaining to the investigation or prosecution of

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this case, including without limitation any records that may be sought under the Freedom of Information Act, 5 U.S.C. § 552, or the Privacy Act of 1974, 5 U.S.C. § 552a.

14. Breach: If the defendant breaches the terms of this agreement, or commits any new criminal offenses between signing this agreement and sentencing, the U.S. Attorney's Office is relieved of its obligations under this agreement, but the defendant may not withdraw the guilty plea.

15. Entire Agreement: Any statements or representations made by the United States, the defendant, or defense counsel prior to the full execution of this plea agreement are superseded by this plea agreement. No promises or representations have been made by the United States except as set forth in writing in this plea agreement. This plea agreement constitutes the entire agreement between the parties. Any term or condition which is not expressly stated as part of this plea agreement is not to be considered part of the agreement.


KURT G. ALME
United States Attorney

ZENO B. BAUCUS
Assistant U.S. Attorney
Date: 8/19/25

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ABBEY LEE COOK

Defendant

Date: 08/14/2025



CHRISTOPHER BETCHIE

Defense Counsel

Date: 14 Aug 2025

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AUSA	DEF	ATTY	Date

FILED

AUG 20 2025

Clerk, U.S. Courts
District Of Montana
Billings Division

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ATTORNEY FOR PLAINTIFF
UNITED STATES OF AMERICA

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA
HELENA DIVISION

UNITED STATES OF AMERICA,	CR 25- 13 -H-BMM
Plaintiff,	INFORMATION
vs.	WIRE FRAUD (Counts 1-3)
ABBEY LEE COOK,	Title 18 U.S.C. § 1343
Defendant.	(Penalty: 20 years of imprisonment,
	\$250,000 fine, and three years of supervised
	release)

THE UNITED STATES ATTORNEY CHARGES:

WIRE FRAUD

That beginning in and around September 2021, and continuing thereafter until in or about November 2024, at Helena, in Lewis and Clark County, in the State and District of Montana, and elsewhere, the defendant, ABBEY LEE COOK, having devised and intending to devise a material scheme and artifice to defraud,

and for obtaining money and property by means of materially false and fraudulent pretenses, representations, and promises, for the purpose of executing such scheme and artifice, knowingly transmitted and caused to be transmitted by means of wire communication, in interstate and foreign commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme and artifice.

THE SCHEME

During the period of the information, it was part of the material scheme and artifice to defraud, and for obtaining money and property by means of materially false and fraudulent pretenses, representations, and promises, that the defendant, ABBEY LEE COOK, embezzled funds from multiple individuals and entities without their authorization.

MANNER AND MEANS

It was part of the scheme that ABBEY LEE COOK, acting through Abbey Lee Cook and Associates, LLC, and other business entities, contracted with certain candidates for political office and with certain political-oriented entities for the purpose of, among other duties, providing campaign compliance activities. As part of her duties, the defendant was required to file periodic reports with the Montana Commissioner of Political Practice (COPP) with respect to these candidates and entities. These reports included, among other information, the amount of money COOK was paid by these candidates and entities.

As part of her duties for these individuals and entities, the defendant, ABBEY LEE COOK, was granted access and control to the bank accounts of these individuals and entities. With this access and control by the defendant, ABBEY LEE COOK, acting without authorization, transferred money and property to accounts and entities controlled by her. Those candidates and entities that were the object of COOK's scheme, including the approximate date range and amount she defrauded from each victim, included the following:

Victim	Date Range	Approximate Amount Defrauded by COOK's Scheme
Victim No. 1	March 2024 – October 2024	\$88,209.00
Victim No. 2	September 2021 – October 2024	\$82,000.00
Victim No. 3	August 2024	\$1,600.00
Victim No. 4	October 2023 – June 2024	\$10,150.00
Victim No. 5	June 2023 – November 2024	\$53,100.00
Victim No. 6	August 2024	\$18,000.00

That is the defendant, ABBEY LEE COOK, embezzled funds from various individuals and entities that employed her by fraudulently transferring money for personal expenses, in whole and in part, none of which were authorized. Moreover, the total amount of money that COOK transferred from these candidates and entities was not accurately contained on her filings with COPP despite the requirement to do so.

EXECUTION OF THE SCHEME

On or about each of the dates set forth below, in the State and District of Montana, and elsewhere, the defendant, ABBEY LEE COOK, for the purpose of

executing the scheme described above, and attempting to do so, caused to be transmitted by means of wire communication in interstate and foreign commerce, the signals described below:

Count	Date	Amount	Origin	Recipient
1	03/20/2023	\$3,000.00	Victim No. 2 Account x0120	Abbey Lee Cook & Associates account X8790
2	8/3/2023	\$15,000.00	Victim No. 2 Account x120	Abbey Lee Cook & Associates account X8790
3	11/8/2023	\$3,000.00	Victim No. 5 Account x7506	Abbey Lee Cook & Associates account X8790

All in violation of 18 U.S.C. § 1343.

DATED this 20 day of August 2025

KURT G. ALME
United States Attorney

ZENO B. BAUCUS
Assistant U.S. Attorney

KURT G. ALME
United States Attorney


for CYNDEE L. PETERSON
Criminal Chief Assistant U.S. Attorney