

Joseph Macaluso  
Capital Development  
3334 Herrier Street  
Oakland, CA 94602

MUR # 7511

Office of the General Counsel  
Federal Elections Commission  
1050 First Street, NE  
Washington, D.C. 20463

OFFICE OF  
GENERAL COUNSEL  
2018 OCT 1 AM 11:52

RE: Complaint Regarding FEC Violations of Alison Hartson 2018; FEC ID: C00660498

To Whom It Concerns:

I write in order to advise the FEC of the Alison Hartson 2018 campaign's violation of FEC laws and regulations; specifically, their failure to report a "disputed debt" owed to myself. Alison Hartson 2018 (the "Campaign") was not successful in the mid-term elections, and my concern is that the Campaign will attempt to terminate without advising the FEC of its debt owed to me.

Alison Hartson, Saikat Chakrabarti, Cenk Uygur, and the Campaign retained myself, dba Capital Development, in order to provide substantial campaign management, messaging and other services for the Campaign. We entered into a Consulting Agreement dated November 13, 2017 (the "Agreement").

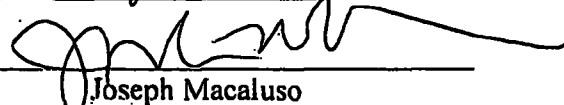
In January 2018, the above individuals and the campaign decided that they wanted to terminate my services. However, there were significant outstanding invoices that were unpaid, and remain unpaid to date.

We were unable to resolve the dispute, and pursuant to the Agreement, I instituted arbitration proceedings with the American Arbitration Association on February 22, 2018. The matter is currently pending before the AAA, as Case No.: 01-18-0000-9142 (*See attached AAA complaint*).

My complaint sought relief for Breach of Contract and Declaratory Relief, and sought damages in excess of \$100,000. In addition, the Agreement contains an attorneys' fees clause, so the amount in dispute will significantly exceed that amount. The Campaign disputes that it owes this debt.

I have reviewed the Campaign's filings found on the FEC's website for the Campaign, and I am informed and believe that the Campaign has failed to report to the FEC this "disputed debt," and I am greatly concerned that the Campaign will attempt to terminate without acknowledgement of the debt and/or submission of a payment plan and other appropriate filings to the FEC.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this was signed this 23 day of August, 2018, at Oakland, California.

  
Joseph Macaluso

Not Attested  
for  
Notarization

16044474103

## California Jurat Certificate

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Alameda

S.S.

Subscribed and sworn to (or affirmed) before me on this 23<sup>rd</sup> day of August  
Month

20 18, by Joseph Macaluso and  
Name of Signer (1)

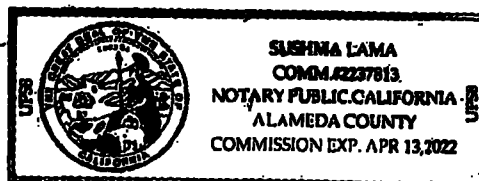
\_\_\_\_\_, proved to me on the basis of  
Name of Signer (2)

satisfactory evidence to be the person(s) who appeared before me.

Sushma Lama  
Signature of Notary Public

Sushma Lama, Comm #2237813

For other required information (Notary Name, Commission No. etc.)



Seal

### OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The certificate is attached to a document titled/for the purpose of

Complaint Regarding FEC  
Violations of Alison Hartson  
2018

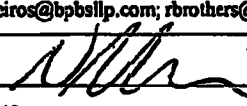
containing \_\_\_\_\_ pages, and dated \_\_\_\_\_

Additional Information	
<b>Method of Affiant Identification</b>	
Proved to me on the basis of satisfactory evidence: <input type="radio"/> form(s) of identification <input type="radio"/> credible witness(es)	
Notarial event is detailed in notary journal on: Page # _____ Entry # _____	
Notary contact: _____	
Other	
<input type="checkbox"/> Affiant(s) Thumbprint(s)	<input type="checkbox"/> Describe: _____

AMERICAN ARBITRATION ASSOCIATION<sup>®</sup>

## SUBMISSION TO DISPUTE RESOLUTION

Please visit our website at [www.adr.org](http://www.adr.org) if you would like to file this case online. AAA Customer Service can be reached at 800-778-7879.

The named parties hereby submit the following dispute for resolution, under the rules of the American Arbitration Association.					
To be completed and signed by all parties (attach additional sheets if necessary).					
Rules Selected: <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Construction <input type="checkbox"/> Employment <input type="checkbox"/> Other: (please specify)					
Procedure Selected: <input checked="" type="checkbox"/> Binding Arbitration <input type="checkbox"/> Mediation <input type="checkbox"/> Other: (please specify)					
Nature of Dispute:  Claimant alleges causes of action for breach of contract and declaratory relief.					
Dollar Amount of Claim: \$ In excess of \$100,000, plus costs of arbitration and attorneys' fees			Other Relief Sought: <input checked="" type="checkbox"/> Attorneys Fees <input type="checkbox"/> Interest <input checked="" type="checkbox"/> Arbitration Costs <input type="checkbox"/> Punitive/Exemplary <input type="checkbox"/> Other		
Please Describe Appropriate Qualifications for Arbitrator(s) to be appointed to hear this Dispute:  Arbitrator familiar with general commercial contract principles located in Alameda County, California.					
Amount Enclosed: \$ 1,750.00 In accordance with Fee Schedule: <input type="checkbox"/> Flexible Fee Schedule <input checked="" type="checkbox"/> Standard Fee Schedule					
Hearing Locale Requested: Alameda County, California			Estimated Time Needed for Hearings Overall: 4-6 hours or days		
We agree that, if arbitration is selected, we will abide by and perform any award rendered hereunder and that a judgment may be entered on the award.					
Name of Party: Joseph Macaluso			Name of Party: Alison Hartson 2018; Alison Hartson		
Address: c/o Buchman Province Brothers Smith LLP, 2033 N. Main Street, Ste. 720			Address: c/o David Mitrani, Sandler Reiff, 1090 Vermont Ave. NW, Ste. 750		
City: Walnut Creek	State: CA	Zip Code: 94596	City: Washington	State: DC	Zip Code: 20005
Phone No.: 925-944-9700	Fax No.: 925-944-9701		Phone No.: 202-479-1111	Fax No.: 202-479-1115	
Email Address: <a href="mailto:nmedeiros@bpbsllp.com">nmedeiros@bpbsllp.com</a> ; <a href="mailto:rbrothers@bpbsllp.com">rbrothers@bpbsllp.com</a>			Email Address: <a href="mailto:mitrani@sandlerreiff.com">mitrani@sandlerreiff.com</a>		
Signature (required): 			Signature (required):		
Date: February 22, 2018			Date:		
Name of Representative: Neil T. Medeiros			Name of Representative:		
Name of Firm (if applicable): Buchman Province Brothers Smith LLP			Name of Firm (if applicable):		
Address (to be used in connection with this case): See above.			Address (to be used in connection with this case): See above.		
City:	State:	Zip Code:	City:	State:	Zip Code:
Phone No.:	Fax No.:		Phone No.:	Fax No.:	
Email Address:			Email Address:		
To begin proceedings, please send a copy of this Demand and the Arbitration Agreement, along with the filing fee as provided for in the Rules, to: American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043. Send the original Demand to the Respondent.					

100474741001

1 ROGER J. BROTHERS, SBN  
rbrothers@bpbsllp.com  
2 NEIL T. MEDEIROS, SBN 256734  
nmedeiros@bpbsllp.com  
3 BUCHMAN PROVINE BROTHERS SMITH LLP  
2033 N. Main Street, Suite 720  
4 Walnut Creek, CA 94596  
Telephone: (925) 944-9700  
5 Facsimile: (925) 944-9701

6 Attorneys for Claimant:  
JOSEPH MACALUSO, d.b.a Capital Development

7  
8  
9 AMERICAN ARBITRATION ASSOCIATION

10  
11 JOSEPH MACALUSO, d.b.a Capital  
Development

12 Claimant,

13 vs.

14 ALISON HARTSON 2018; ALISON  
15 HARTSON; and DOES 1-10, inclusive.

16 Respondents.

No.

17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
**DEMAND FOR ARBITRATION**

COMES NOW, Claimant JOSEPH MACALUSO, d.b.a. Capital Development ("Mr. Macaluso" or "Claimant"), and files this Demand for Arbitration against Respondents ALISON HARTSON 2018, ALISON HARTSON (collectively, "Respondents"), and DOES 1 through 10, as follows:

**PARTIES**

1. Claimant JOSEPH MACALUSO is an individual doing business as Capital Development and residing in Oakland, Alameda County, California.

2. Respondent ALISON HARTSON 2018 is an entity duly registered with the State of California to run the campaign for Alison Hartson in her bid for Senator of the State of California.

3. Alison Hartson is an individual running for Senator for the State of California.

505659.1

DEMAND FOR ARBITRATION

1           4.     Claimant is informed and believes, and based thereon alleges, that at all times  
2 material herein each Respondents was the agent and/or employee of the other Respondents, and  
3 each of them, and in doing the things herein alleged was acting within the course and scope of  
4 such agency and employment and with the permission and consent of the other Respondents, and  
5 each of them.

6           5.     Claimant is informed and believe, and based thereon alleges, that each of the  
7 Respondents sued herein was responsible in some manner for the occurrences herein alleged, and  
8 that Mr. Macaluso's damages, as herein alleged, were proximately caused by Respondents, and  
9 each of them.

10          6.     Claimant is ignorant of the true names and capacities of the Respondents sued  
11 herein as DOES 1 through 10, inclusive, and therefore sues these Respondents by such fictitious  
12 names. Claimant will amend this complaint to allege their true names and capacities when  
13 ascertained.

14          7.     Mr. Macaluso and Respondents are parties to that certain Consulting Agreement  
15 dated and effective as of November 13, 2017, and terminating on June 5, 2018, by and between  
16 Alison Hartson 2018 as "Committee," on behalf of Candidate (Alison Hartson), on the one hand,  
17 and Capital Development, as "Consultant," on the other (the "Agreement").

18          8.     The Agreement, pursuant to Section 18 thereof, requires that any disputes between  
19 the parties be resolved by "binding arbitration under the auspices and commercial rules of the  
20 American Arbitration Association, with the decision of the arbitrator being binding and  
21 enforceable by any court of competent jurisdiction." (Agreement, Section 18.)

22          9.     Mr. Macaluso has attempted to informally resolve this dispute short of arbitration,  
23 but Respondents have failed, and refuse, to honor their obligations under the Agreement by  
24 paying to Mr. Macaluso what he is owed.

25                               **GENERAL ALLEGATIONS**

26          10.    This case revolves around Respondents' breach of the Agreement by failing to pay  
27 amounts due and owing thereunder to Mr. Macaluso despite demand therefore. A copy of the  
28 Agreement is attached hereto as **Exhibit "A"** and incorporated herein by this reference.

1 11. As part of the Agreement, Mr. Macaluso was to perform general consultation,  
2 generate messaging, craft Respondents' stump speech, coach on public speaking and debate  
3 preparation, and prepare an online policy platform, among other items. (See Agreement, Section  
4 2.)

5 12. In addition, Mr. Macaluso was to supervise the services performed by third parties,  
6 including website development, scheduling, volunteer coordination, polling, general campaign  
7 administration, graphic design and video/photography. (See Agreement, Section 2.)

8 13. In consideration for the services provided by Mr. Macaluso, Respondents were to  
9 pay to Mr. Macaluso fees pursuant to a fee schedule, as follows:

10 (a) Committee agrees to pay Consultant and Consultant agrees to accept for the  
11 services provided under this Agreement by Consultant a fee of \$85,000 to be paid  
12 in the schedule outlined below. An additional payment of \$30,000, will be paid to  
retain the services of the Consultant and shall be paid on the effective date of this  
contract.

13 The parties agree to the following payment schedule:

- 14 - November 13, 2017 - \$30,000  
15 - January 15, 2018 - \$35,000  
16 - March 15, 2018 - \$25,000  
- June 8, 2018 - \$25,000

(Agreement, Section 3. (a).)

17 14. On January 15, 2018, Respondents purportedly attempted to terminate the  
18 Agreement by email. However, per the notice requirements of the Agreement, notice was to be  
19 provided either by certified mail, return receipt requested, or delivered by hand. (Agreement,  
20 Section 7.) As such, the notice and any purported termination therein was ineffective on that  
21 date.

22 15. In addition, termination is required to be given by two (2) weeks' notice  
23 (Agreement, Section 8), with a pro-rated fee to be paid to Mr. Macaluso. For example, the  
24 Agreement states:

25 Should either party terminate the contract before the conclusion of Term of  
26 Agreement, the Parties agree that the consultant will be paid a prorated amount  
27 based on the days of services performed against the remaining amount to be paid  
of the total fees.

(Agreement, Section 3. (b).)

1 Accordingly, even if Respondents' notice effective and provided on January 15, 2018, then  
2 Respondents would owe to Mr. Macaluso a pro-rated portion of the remaining fees. As of  
3 January 15, 2018, not counting the \$35,000 fee due on that date, the remaining balance of fees is  
4 \$50,000. The days remaining between January 15, 2018, and the original term of the Agreement  
5 on June 5, 2018, is 141 days. That amounts to \$354.61 per day, for fourteen (14) days, for a total  
6 of \$4,964.54.

7 16. Counsel for Respondents, Mr. David Mitrani, of Sandler Reiff Lamb Rosenstein &  
8 Birkenstock, P.C., sent Mr. Macaluso's counsel a letter on January 19, 2018, which provided a  
9 formal, written notice of termination, indicating that it would be effective two (2) weeks from the  
10 date of the letter, dated January 19, 2018.

11 17. Respondents failed to make the January 15, 2018, fee payment of \$35,000.

12 18. Respondents have failed to make the two (2) week notice payment in the sum of  
13 \$4,964.54.

14 19. The Agreement also provides that Respondents were to reimburse Mr. Macaluso  
15 for out-of-pocket costs. (Agreement, Section 3. (c).) Copies of invoices for Mr. Macaluso's out  
16 of pocket costs are attached hereto as Exhibit "B" and incorporated herein by this reference.

17 20. Despite demand, Respondents have refused to pay for Mr. Macaluso's out-of-  
18 pocket costs as agreed to in the Agreement.

19 21. The Agreement also provides that Respondents were to pay for "all third party fees  
20 invoiced through the Consultant no more than 13 calendar days after submitted to the Committee  
21 or its designee." (Agreement, Section 3. (d).)

22 22. Mr. Macaluso has incurred \$62,812.50 in fees and fees for third-party contractors,  
23 and has invoiced those to Respondents as set forth in the Agreement. Respondents has failed to  
24 pay any of the invoices. Attached hereto as Exhibit "C" and copies of third-party invoices which  
25 are due and owing to Mr. Macaluso.

26 23. Mr. Macaluso has also incurred a two (2) week notice cancellation fee for a third-  
27 party contractor retained pursuant to the Agreement, to Christen Hebrand, in the amount of  
28 \$2,709.68. Respondent has failed and refused to make payment of such amount to Mr. Macaluso.

1 **FIRST CAUSE OF ACTION**

2 **(Breach of Contract)**

3 **By Joseph Macaluso Against All Defendants and DOES 1-10**

4 Claimant realleges and incorporates herein by reference the allegations contained in  
5 Paragraphs 1 through 23, inclusive, of this Arbitration Demand, as though set forth in full herein.

6 24. Mr. Macaluso and Respondents entered into the Agreement on November 13,  
7 2017.

8 25. Mr. Macaluso has performed all of the terms of the Agreement as required.

9 26. Respondents have failed to perform their obligations pursuant to the Agreement by  
10 failing to pay fees and invoices when due to Mr. Macaluso.

11 27. Said invoices and fees are due and owing to Mr. Macaluso in excess of \$100,000.

12 **SECOND CAUSE OF ACTION**

13 **(Declaratory Relief)**

14 **By Joseph Macaluso Against All Defendants and DOES 1-10**

15 Claimant realleges and incorporates herein by reference the allegations contained in  
16 Paragraphs 1 through 27, inclusive, of this complaint, as though set forth in full herein.

17 28. An actual controversy has arisen now and exists between Mr. Macaluso, on the  
18 one hand, and Respondents, on the other hand, concerning the Agreement, in that Mr. Macaluso  
19 contends that consultant fees, expense reimbursements and third-party invoices passed through to  
20 Respondents are due and owing, and Respondents disagree and/or have failed and refuse to make  
21 payment of all such amounts to Mr. Macaluso, to his detriment.

22 29. Mr. Macaluso seeks a judicial determination of his rights and duties and a  
23 declaration that the amounts prayed for herein are due and owing to Mr. Macaluso, in addition to  
24 his attorneys' fees and costs as set forth in the Agreement.

25 30. A judicial declaration is necessary and appropriate at this time because Mr.  
26 Macaluso had been damaged in a sum in excess of \$100,000 and has incurred fees and costs to  
27 enforce the Agreement against Respondents, who refuse to honor their obligations set forth  
28 therein.



10044474111

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

WHEREFORE, Mr. Macaluso prays for judgment against Respondents as follows:

**ON THE FIRST CAUSE OF ACTION**

1. For Consultant Fees pursuant to Section 3 of the Agreement in the amount of \$35,000;
2. For contracted service reimbursement for amounts paid to vendors by Mr. Macaluso, and owing to Mr. Macaluso by Respondents, in the sum of \$62,812.50;
3. For expense reimbursement to Mr. Macaluso in the sum of \$2,673.29;
4. For pro-rated two-weeks' notice payment pursuant to Section 3 of the Agreement in the sum of \$4,964.54;
5. For two-week notice fee incurred by Mr. Macaluso and owing by Respondents in the sum of \$2,709.68; and
6. For attorneys' fees and costs pursuant to Section 18 of the Agreement.

**ON THE SECOND CAUSE OF ACTION**

1. For a declaration that Respondents is in breach of the Agreement and that the amounts set forth therein, immediately above, and hereinbelow, are due and owing from Respondents to Mr. Macaluso.

**ON ALL CAUSES OF ACTIONS**

1. For further damages in an amount to be proven at trial;
2. For all of Mr. Macaluso's attorneys' fees and costs as set forth in Section 18 of the Agreement;
3. For interest thereon from and after the date of judgment; and
4. For such other and further relief as the Court may deem just and proper.

Dated: February 22, 2018

**BUCHMAN PROVINE BROTHERS SMITH LLP**

  
\_\_\_\_\_  
NEIL T. MEDEIROS  
Attorneys for Claimant JOSEPH MACALUSO

**EXHIBIT "A"**

20111474440001

## CONSULTING AGREEMENT

This Agreement is effective as of November 13, 2017 (the "Effective Date"), between Alison Hartson 2018 ("Committee") on behalf of the "Candidate" (Alison Hartson) and Capital Development ("Consultant"), hereinafter collectively referred to as the Parties. The Parties agree as follows:

1. Term of Agreement:

The Committee hereby retains Consultant, and Consultant hereby accepts such retention, starting on the Effective Date of this Agreement and continuing until June 5, 2018.

2. Scope of Services:

The Parties agree the Consultant shall directly perform the services specified below:

- Perform General Consultation
- Generate Messaging
- Craft Stump Speech
- Coach Public Speaking and Debate Prep
- Develop Campaign Plan and Budget
- Recruit and Supervise Staff
- Design Content and Campaign Communications
- Solicit Vendors and Oversee Performance of Contracts
- Outline Policy Platform
- Build Operational Infrastructure
- Advise on Fundraising Strategy
- Facilitate Endorsements, Top Tier Meetings and Political Outreach

The Parties agree the Consultant shall directly contract and manage the performance of the services provided by third parties, including:

- Website Development
- Data Management
- Scheduling
- Volunteer Coordination
- General Campaign Administration
- Polling
- Video/Photography
- Graphic Design
- Direct Voter Outreach and Canvassing
- Research – Policy and Opposition
- Scheduling

Consultant Initial: \_\_\_\_\_

1

Committee Initial: \_\_\_\_\_

The Parties agree the Consultant shall help identify vendors but the Committee shall directly contract and supervise the performance of the following services to be provided by third parties:

- Fundraising
- Reporting and Compliance

3. Compensation.

(a) The Committee agrees to pay Consultant and Consultant agrees to accept for the services provided under this Agreement by Consultant a fee of \$85,000 to be paid in the schedule outlined below. An additional payment of \$30,000, will be paid to retain the services of the Consultant and shall be paid on the effective date of this contract.

The parties agree to the following payment schedule:

- November 13, 2017 - \$30,000
- January 15, 2018 - \$35,000
- March 15, 2018 - \$25,000
- June 8, 2018 - \$25,000

(b) Should either Party terminate the contract before the conclusion of Term of Agreement, the Parties agree that the consultant will be paid a prorated amount based on the days of services performed against the remaining amount to be paid of the total fee.

(c) The Committee shall reimburse Consultant for any travel and other out-of-pocket expenses incurred under \$500 in connection with performance of this Agreement and any other expense over \$500 with prior written or verbal consent of the Committee or its designee. The Committee agrees to reimburse the Consultant for expenses no more than 13 calendar days after submitted to the Committee or its designee.

(d) The Committee agrees to pay all third party fees invoiced through the Consultant no more than 13 calendar days after submitted to the Committee or its designee.

(f) The Committee agrees to pay a win bonus of \$100,000 to Consultant should the Candidate proceed to the general election. The Committee agrees to pay the win bonus on or before July 1, 2018. The win bonus shall only be paid if this Agreement remains in effective until May 1, 2018 or later.

4. Confidentiality.

Consultant agrees to the terms specified herein. "Confidential Information" means all information (whether in oral, written or electronic form) relating to the business, technology, personnel, marketing, customers, finances, products or services of the Committee, and includes confidential information received by the Committee from third parties, but excludes any information that:

Consultant Initial: \_\_\_\_\_

Committee Initial: \_\_\_\_\_

- was lawfully in the possession of the Consultant before receiving it from the Committee;
- is provided in good faith to the Consultant by a third party without breaching any rights of the Committee or any other party;
- is or becomes generally available to, or accessible by, the public through no fault of the Consultant; or
- is independently developed by the Consultant without use of the disclosed Confidential Information.

The Consultant may use the Committee's Confidential Information only for the purpose of performing the Services and only to the extent required for that purpose. The Consultant must not use the Committee's Confidential Information for any other purpose without the explicit written approval of the Committee.

The Consultant will keep the Committee's Confidential Information confidential, and will also cause its directors, officers, employees and agents to keep the Committee's Confidential Information confidential. The Consultant will take all necessary steps (including those steps that the Consultant takes to protect its own information that it regards as confidential) to maintain the confidentiality of the Committee's Confidential Information.

The Consultant will not disclose the Confidential Information to any third party, nor the fact that it has obtained the Confidential Information, without the explicit written approval of the Committee.

If the Consultant receives notice indicating that it may or will be legally required to disclose any of the Committee's Confidential Information, it will notify the Committee promptly in writing so that the Committee may seek a protective order or other appropriate remedy, or waive compliance with this Agreement. If a protective order or other remedy is not obtained for whatever reason, or if the Committee waives compliance with this Agreement, the Consultant will disclose no more than that portion of the Confidential Information required to be disclosed.

The terms of confidentiality in this contract shall be subordinate to any other non-disclosure clause entered into by the Consultant and Committee, the Non Disclosure Agreement will serve as the basis for the terms of confidentiality.

##### 5. Employment by Third Parties.

(a) Consultant may confer with other commercial or private enterprises without consent and agreement of the Committee.

(b) Consultant warrants and represents that neither the entry into nor the performance under this Agreement constitutes a breach of any contract to which Consultant is a party or by which Consultant may be bound. Nor does entry into or performance under this Agreement violate the terms of any employment relationship to which Consultant is a party.

Consultant Initial: \_\_\_\_\_

3

Committee Initial: \_\_\_\_\_

100444744

6. Records.

Consultant agrees to maintain all documents, records, notebooks, correspondence, and all products made thereby that directly relate to and arise out of Consultant's work under this Agreement. All rights, title, and interest therein of records directly produced for the Committee shall be in the Committee, and upon expiration or termination of this Agreement, all such documents and material in Consultant's possession or subject to Consultant's control, whether prepared by Consultant or others, will be turned over to the Committee within 72 hours.

7. Notice.

Any notice required or permitted to be given hereunder shall be mailed by certified mail, with return receipt requested, or delivered by hand to the Party to whom such notice is required or permitted to be given hereunder. If mailed, any such notice shall be deemed to have been given three days after deposit in the United States mail or upon receipt whichever is earlier. If delivered by hand, any such notice shall be deemed to have been given when received by the Party to whom notice is given. Any notice shall be addressed to the Party's address listed in the signature block to this Agreement. Either Party may change the address to which notice to it is to be given by informing the other Party in writing of such change.

8. Termination.

After 45 calendar days from the Effective Date, Parties may end this Agreement for any reason and at any time by giving written notice two weeks prior to the new date of termination of service.

- (a) Effect of Termination occurs when this Agreement ends for any reason, including:
- (b) The Committee will pay the Consultant within 72 hours all outstanding expenses and Fees for Services performed as required, up to the date of termination;
- (c) The Consultant will deliver to the Committee within 72 hours all material in its possession or control that includes any Work Product, the Committee's Confidential Information or any material supplied to the Consultant by the Committee.

9. Survival.

The covenants and agreements set forth in this contract shall survive termination of this Agreement.

10. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, representatives, executors, heirs, administrators, beneficiaries and assigns.

Consultant Initial: \_\_\_\_\_

4

Committee Initial: \_\_\_\_\_

11. Headings.

The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in construction or interpretation of this Agreement.

12. No Third Party Rights.

Except as otherwise provided herein, nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or to give any person, firm or corporation, other than the parties hereto any right or remedy under or by reason of this Agreement.

13. Waiver.

Failure of the Committee to require Consultant to comply with any provision of this Agreement shall be deemed a waiver of such provision or any other provision of this Agreement.

14. Severability.

In the event that any part of this Agreement is deemed by a court of competent jurisdiction to be contrary to the law, such determination shall not invalidate other parts of this Agreement, which shall remain in full force and effect.

15. Assignment.

This agreement shall not be assigned or transferred directly or indirectly by Consultant without the prior written consent of the Committee. Any assignment or transfer in violation of this provision shall be void.

16. Entire Agreement.

This instrument contains the entire agreement of the parties relating to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, correspondence, understandings, and agreements of the parties relating to the subject matter hereof. Any modification, waiver or amendment of this Agreement or any term thereof must be in writing, signed by the Party against whom enforcement of any such modification, waiver or amendment is sought.

17. Independent Contractor.

Consultant shall be an independent contractor with respect to the Committee and shall not be an employee of the Committee. Consultant shall be entitled to no benefits or compensation from the Committee except as set forth in this Agreement.

18. Rights and Responsibilities

- (a) It is expressly agreed that in the performance of the services necessary to carry out this Agreement, Consultant shall be, and is, an independent contractor and is not an employee of the Committee. Consultant has and shall retain the right to exercise full control and

Consultant Initial: \_\_\_\_\_

Committee Initial: \_\_\_\_\_

supervision of the services, and full control over the employment, direction, compensation and discharge of all persons assisting Consultant in the performance of Consultant's services hereunder. Consultant shall be solely responsible for all matters relating to the payment of his/her employees, including compliance with social security, withholding and all other regulations governing such matters, and shall be solely responsible for Consultant's own acts and those of Consultant's subordinates and employees. Consultant will determine the method, details and means of performing the services described in Scope of Services.

(b.) Payment of Income Taxes

Consultant is responsible for paying, when due, all income taxes, including estimated taxes, incurred as a result of the compensation paid by the Committee to Consultant for services under this Agreement.

18. Arbitration.

Any dispute hereunder shall be resolved by binding arbitration under the auspices and commercial rules of the American Arbitration Association, with the decision of the arbitrator being binding and enforceable by any court of competent jurisdiction. If the arbitrators in their decision shall determine that there is a prevailing party in any such dispute, they shall make such award of attorney's fees and costs to the prevailing party as they deem equitable in such circumstances. Notwithstanding the foregoing, nothing in this paragraph shall be construed to waive any rights or timely performance of any obligations existing under this Agreement.

19. Execution in Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

20. Governing Law.

This Agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the state of California, without regard to its conflict of laws principles.

21. Indemnification and Hold Harmless

- (a) Consultant agrees to indemnify and hold the Committee harmless from and against any and all damages, fines, costs, liabilities, causes of action, suits, judgments and expenses (including reasonable attorney's fees, disbursements, and actual costs), losses and court costs suffered by the Committee, directly or indirectly, solely to the extent based on or arising out of Consultant's gross negligence, or knowing violation of known applicable federal, state, or local laws.
- (b) Committee agrees to indemnify and hold Consultant harmless from and against any and all damages, fines, costs, liabilities, causes of action, suits, judgments and expenses (including reasonable attorney's fees, disbursements and actual costs), losses and court costs suffered by the Consultant, including but not limited to any civil penalties levied by any

Consultant Initial: \_\_\_\_\_

Committee Initial: \_\_\_\_\_



governmental entity or agency against Consultant, its employees or agents and their firms, solely to the extent based on or arising out of Committee's gross negligence, or knowing violation of known applicable federal, state, or local laws.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Alison Hartson 2018  
("Committee")

By: \_\_\_\_\_  
Alison Hartson  
16599 Sequoia Street  
Fountain Valley, CA 92708

Date: \_\_\_\_\_

FEC #: \_\_\_\_\_

Witness: \_\_\_\_\_

Capital Development  
("Consultant")

By: \_\_\_\_\_  
Joseph Macaluso  
3334 Herrier Street  
Oakland, CA 94602

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Consultant Initial: \_\_\_\_\_

7

Committee Initial: \_\_\_\_\_

10044447401110

**EXHIBIT "B"**

1604444120

Aloft San Francisco Airport  
401 East Millbrae Avenue  
Millbrae, CA 94030  
United States  
Tel: 650-443-5500 Fax: 650-443-5501



Kimberly Ellis

Page Number : 1  
Guest Number :  
Folio ID : A  
Arrive Date : 17-NOV-17 20:28  
Depart Date : 19-NOV-17 15:08  
No. Of Guest : 2  
Room Number : 620  
Club Account :

Copy Invoice

Aloft San Francisco JAN-10-2018 12:16 YKOKUBU

Date	Time	Reference	Description	Charges/Credits (USD)
17-NOV-17	02:54	RT620	Room Charge	179.00
17-NOV-17	02:54	RT620	CA Tourism Fee	0.35
17-NOV-17	02:54	RT620	San Mateo Tourism Fee	1.25
17-NOV-17	02:54	RT620	City Occupancy Tax	21.48
18-NOV-17	02:58	RT620	Room Charge	179.00
18-NOV-17	02:58	RT620	CA Tourism Fee	0.35
18-NOV-17	02:58	RT620	San Mateo Tourism Fee	1.25
18-NOV-17	02:58	RT620	City Occupancy Tax	21.48
19-NOV-17	15:08	MC	MasterCard-5043	-404.16

Approve EMV Receipt for MC - 5043: PIN Verified  
TC:71FB9560C065A572 TVR:0000048000 AID:A0000000041010  
Application Label:MasterCard Debit

\*\* Total Charges 404.16  
\*\* Total Credits -404.16  
\*\*\* Balance 0.00

Continued on the next page

Aloft San Francisco Airport  
 401 East Millbrae Avenue  
 Millbrae, CA 94030  
 United States  
 Tel: 650-443-5500 Fax: 650-443-5501



Kimberly Ellis

Page Number : 2  
 Guest Number :  
 Folio ID : A  
 Arrive Date : 17-NOV-17 20:28  
 Depart Date : 19-NOV-17 15:08  
 No. Of Guest : 2  
 Room Number : 620  
 Club Account :

Tell us about your stay. [www.alofthotels.com/reviews](http://www.alofthotels.com/reviews). For billing questions or requests, please visit us at [www.aloftsfobilling.com](http://www.aloftsfobilling.com)

EXPENSE SUMMARY REPORT

Currency: USD

Date	Room & Tax	Food & Bev	Telecom	Other	Total	Payment
11-17-2017	202.08	0.00	0.00	0.00	202.08	0.00
11-18-2017	202.08	0.00	0.00	0.00	202.08	0.00
11-19-2017	0.00	0.00	0.00	0.00	0.00	-404.16
Total	404.16	0.00	0.00	0.00	404.16	-404.16

19044471122

Aloft San Francisco Airport  
 401 East Millbrae Avenue  
 Millbrae, CA 94030  
 United States  
 Tel: 650-443-5500 Fax: 650-443-5501



Kimberly Ellis

Page Number : 1  
 Guest Number :  
 Folio ID : A  
 Arrive Date : 17-NOV-17 20:29  
 Depart Date : 19-NOV-17 15:03  
 No. Of Guest : 2  
 Room Number : 622  
 Club Account :

Copy Invoice

Aloft San Francisco JAN-10-2018 12:16 YKOKUBU

Date	Time	Reference	Description	Charge/Credit(USD)
17-NOV-17	02:54	RT622	Room Charge	179.00
17-NOV-17	02:54	RT622	CA Tourism Fee	0.35
17-NOV-17	02:54	RT622	San Mateo Tourism Fee	1.25
17-NOV-17	02:54	RT622	City Occupancy Tax	21.48
18-NOV-17	02:36	1325	Re: fuel	14.14
18-NOV-17	02:58	RT622	Room Charge	179.00
18-NOV-17	02:58	RT622	CA Tourism Fee	0.35
18-NOV-17	02:58	RT622	San Mateo Tourism Fee	1.25
18-NOV-17	02:58	RT622	City Occupancy Tax	21.48
19-NOV-17	11:06	1665	WXYZ	1738.13
19-NOV-17	15:03	MC	MasterCard-5043	-2156.43

Approve EMV Receipt for MC - 5043: PIN Verified  
 TC:2D20FF9072D57E4C TVR:0000048000 AID:A0000000041010  
 Application Label:MasterCard Debit

Continued on the next page

16044474123

Aloft San Francisco Airport  
401 East Millbrae Avenue  
Millbrae, CA 94030  
United States  
Tel: 650-443-5500 Fax: 650-443-5501



Kimberly Ellis

Page Number : 2  
Guest Number :  
Folio ID : A  
Arrive Date : 17-NOV-17 20:29  
Depart Date : 19-NOV-17 15:03  
No. Of Guest : 2  
Room Number : 622  
Club Account :

\*\* Total Charges 2156.43  
\*\* Total Credits -2156.43  
\*\*\* Balance 0.00

Tell us about your stay. [www.alofthotels.com/reviews](http://www.alofthotels.com/reviews). For billing questions or requests, please visit us at [www.aloftsfobilling.com](http://www.aloftsfobilling.com)

#### EXPENSE SUMMARY REPORT

Currency: USD

Date	Room	Food & Bev	Telecom	Other	Total	Payment
11-17-2017	202.08	0.00	0.00	0.00	202.08	0.00
11-18-2017	202.08	14.14	0.00	0.00	216.22	0.00
11-19-2017	0.00	1738.13	0.00	0.00	1738.13	-2156.43

Continued on the next page

Aloft San Francisco Airport  
401 East Millbrae Avenue  
Millbrae, CA 94030  
United States  
Tel: 650-443-5500 Fax: 650-443-5501



Kimberly Ellis

Page Number : 3  
Guest Number :  
Folio ID : A  
Arrive Date : 17-NOV-17 20:29  
Depart Date : 19-NOV-17 15:03  
No. Of Guest : 2  
Room Number : 622  
Club Account :

Total	404.16	1752.27	0.00	0.00	2156.43	-2156.43
-------	--------	---------	------	------	---------	----------

1004444-4-1004

**Ayres Hotel Fountain Valley/Huntington Beach**

17550 Brookhurst Street  
Fountain Valley  
92708  
CA  
US  
**+17148615170**



**Hotels.com** confirmation number

144301446314

**Check-in**

Thursday, January 4, 2018 (3 PM)

**Check-out**

Friday, January 5, 2018 (noon)

**Your stay**

1 night, 2 rooms

**Cancellation policy**

See cancellation policy below

**Amount paid**

**\$278.38**



Use our app for paperless check in.

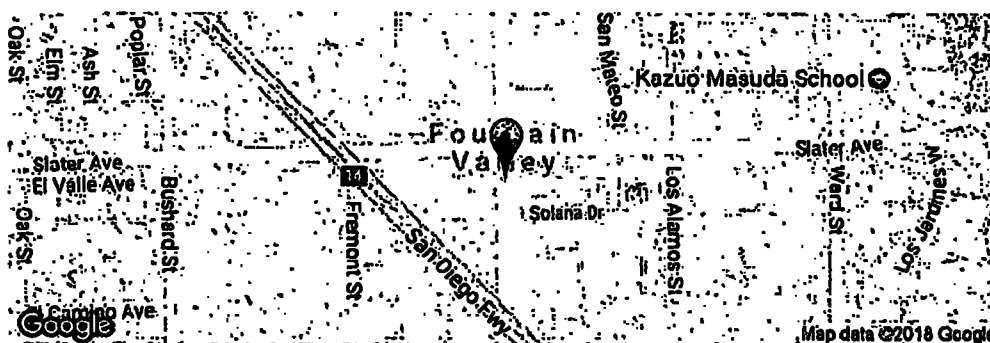
Need access to this confirmation offline? Get our app.

Download app now

## Hotel Details

Ayres Hotel Fountain Valley/Huntington Beach

17550 Brookhurst Street, Fountain Valley, 92708, CA, US Phone: +17148615170



**Required at check-in**

- Credit card deposit required
- Government-issued photo ID required

## Room details

**Room 1**

Studio Suite, 1 King Bed with Sofa bed  
Joseph Macaluso, 1 adult

**Preferences**

Nori Smoking, 1 king and 1 sofa bed

Please note: Preferences and requests cannot be guaranteed. Special requests are subject to availability upon check-in and may incur additional charges.

**Facilities**



FREE BREAKFAST



FREE WIFI



FREE PARKING



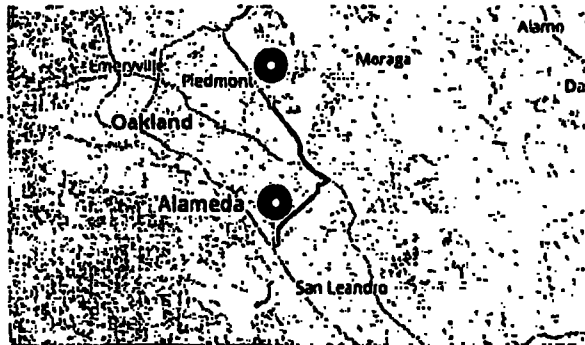
January 5, 2018 at 8:29 PM

**Ride Details**

Base fare	\$1.50
12m 51s	\$1.93
6.29 mi	\$5.72
Service fee	\$2.00

---

 Apple Pay (MasterCard)	<b>\$11.15</b>
--	----------------




● Pickup 8:29 PM

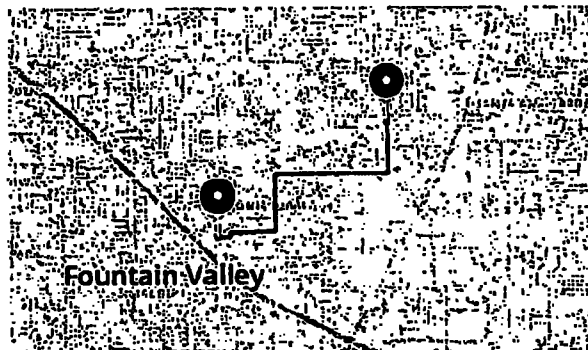
10044474127

19044474128

January 5, 2018 at 8:37 AM

**Ride Details**


Lyft fare (2.51mi, 10m 29s)	\$6.74
Tip	\$2.00
<hr/>	
 Apple Pay (MasterCard)	<b>\$8.74</b>

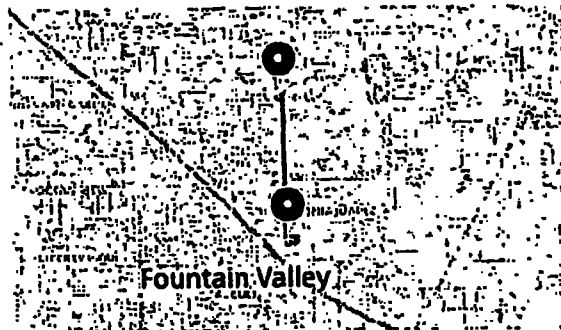


- Pickup 8:37 AM  
17550 Brookhurst St. Fountain Valley, CA

January 4, 2018 at 11:10 PM

**Ride Details**


Lyft fare (1.62mi, 4m 45s)	\$5.80
Tip	\$2.00
 Apple Pay (MasterCard)	<b>\$7.80</b>

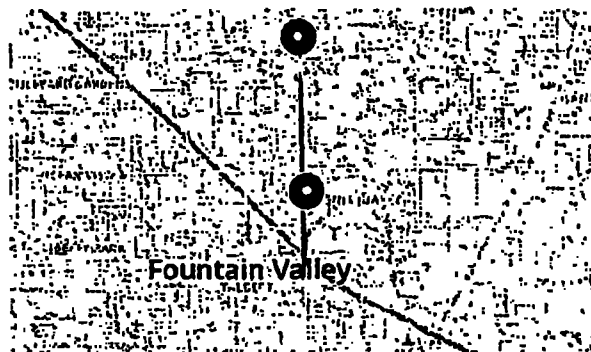


● Pickup 11:10 PM  
17542 Brookhurst St, Fountain Valley, CA

January 4, 2018 at 11:52 PM

**Ride Details**

Lyft fare (2.26mi, 6m 33s)	\$5.80
Tip	\$2.00
<hr/>	
 Apple Pay (MasterCard)	<b>\$7.80</b>




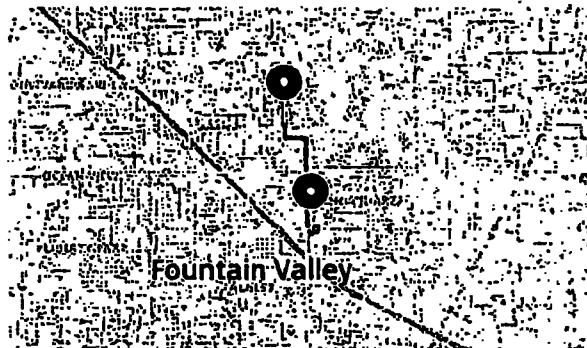
● Pickup 11:52 PM  
16191 Brookhurst St Fountain Valley CA

10044474131

January 4, 2018 at 5:52 PM

**Ride Details**

Lyft fare (1.30mi, 6m 41s)	\$5.80
Tip	\$2.00
<hr/>	
 Apple Pay (MasterCard)	<b>\$7.80</b>




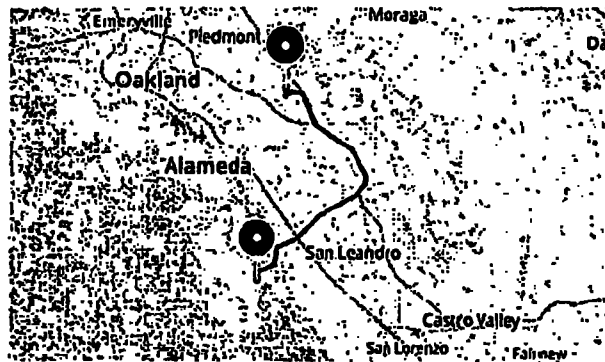
● Pickup 5:52 PM

16044474132

January 4, 2018 at 11:09 AM

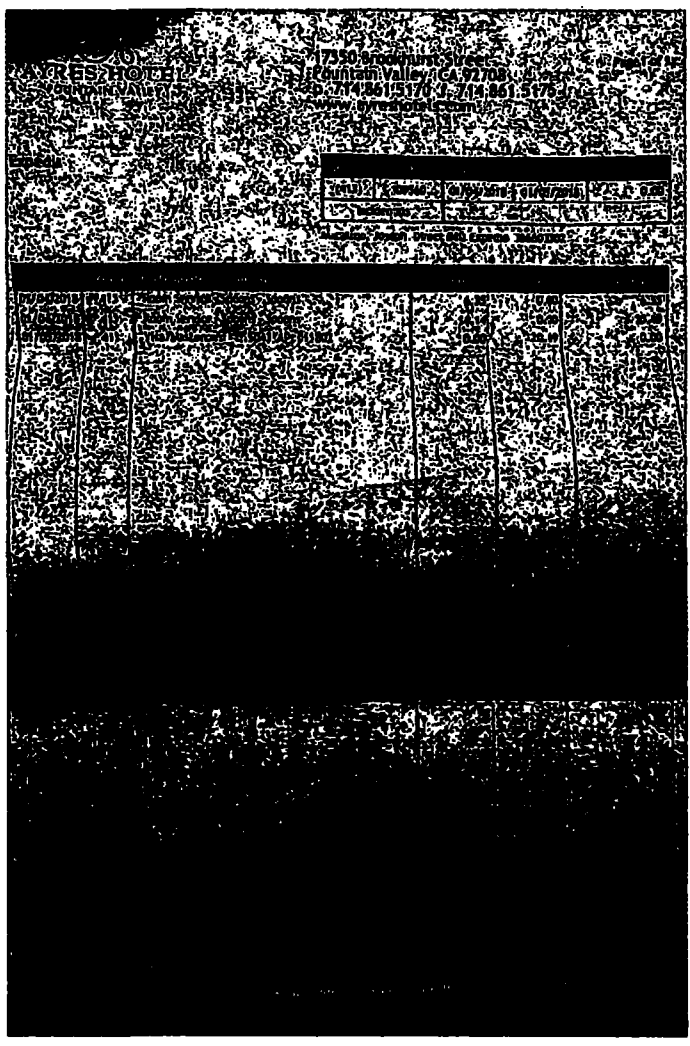
**Ride Details**

Lyft fare (9.73mi, 23m.28s)	\$18.47
Tip	\$5.00
<hr/>	
 Apple Pay (MasterCard)	<b>\$23.47</b>



● Pickup 11:09 AM

19044474133



10044474134

18512 MACATELLO  
Irvine, CA 92714  
(949) 833-8230  
Date: Jan04 18 02:39PM  
Card Type: Mastercard  
Acct #:  
Card Entry: SWIPE  
Trans Type: PURCHASE  
Trans Key: LIL000762732691  
Auth Code: 419861  
Check: 2002  
Table: 23/1  
Server: 45048 RODOLFO  
Subtotal: 96.66  
TIP: 16.00  
TOTAL: 112.66



16044474133

16205 Brookhurst St  
Fountain Valley, CA 92708  
(714) 775-7284  
www.dennys.com  
\*\*\*\*\*  
Thanks For Choosing Denny's in Fountain  
Valley  
\*\*\*\*\*  
1/4/2018 11:49:56 PM  
Order 343069 Server: Ayleen A  
Table 7 Guests 2  
Tap Water 0.00  
Tap Water 0.00  
Garden Salad 3.99  
BYO Slam 8.99  
Premium Chk Sausag 0.89  
Slam It Up 0.00  
\$2 TrkBacon 1.29  
Chk Strips (APP) 7.99  
SubTotal 23.15  
Tax 2.03  
Gratuity 5.04  
Total 30.22  
Master Card 30.22

**EXHIBIT "C"**

19044474136

## BRIAN ROSS ADAMS- TRUSTED MESSENGER MARKETING

### INVOICE

From:

Trusted Messenger  
Marketing

2170 Century Park East,  
#1601

Los Angeles, CA 90067

TO: Capital Development

Date: 1/2/2018

Project Title: Alison Hartson for U.S. Senate

Invoice #: AH 101

Services and Promotion for January 1- Feb 1

Payable: Upon Receipt

Description	Quantity	Unit Price	Cost
Social Media Management and Consulting			\$ 3,000
Social Media Promotion (FB, Instagram, Youtube)			\$ 3,000
		Subtotal	\$ 6,000
		Total	\$ 6,000

# INVOICE

## Karen Bernal Consulting

24 Riverpebble Court  
Sacramento, CA 95833  
(c) 916.812.1793  
nekochan99@hotmail.com

INVOICE NO. 225  
DATE January 16, 2018  
CUSTOMER ID

TO Capital Development  
Attn: Joe Macalusa  
3334 Herrier Street  
Oakland, CA 94602

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Alison Hartson		14 Days	1/30/18

Date	DESCRIPTION	Miles	Mileage \$	LINE TOTAL
Nov-Dec 2017	20 hours consulting @ \$50/hr.		\$0.00	\$ 1,000.00

Make all checks payable to Karen Bernal  
**THANK YOU FOR YOUR BUSINESS!**

SUBTOTAL	\$ 1,000.00
SALES TAX	
TOTAL	\$ 1,000.00

# INVOICE

## Karen Bernal Consulting

24 Riverpebble Court

Sacramento, CA 95833

(c) 916.812.1793

nekochan99@hotmail.com

INVOICE NO. 226

DATE January 17, 2018

CUSTOMER ID

TO Capital Development  
Attn: Joe Macalusa  
3334 Harrier Street  
Oakland, CA 94602

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
	Alison Harrison	14 Days	1/31/18

Date	DESCRIPTION	Miles	Mileage \$	LINE TOTAL
Jan. 2018	22.5 hours consulting @ \$50/hr.		\$0.00	\$ 1,125.00

Make all checks payable to Karen Bernal  
**THANK YOU FOR YOUR BUSINESS!**

SUBTOTAL	\$ 1,125.00
SALES TAX	
TOTAL	\$ 1,125.00



RE Casper Studio  
773.336.2291

732 Central Avenue #10  
Alameda, California  
94501  
United States

Billed To  
Joe Macaluso  
Campaign Manager  
3334 Herrier Street  
Oakland, California  
94602  
United States

Date of Issue  
12/22/2017

Due Date  
01/06/2018

Invoice Number  
159-0012

Amount Due (USD)  
**\$259.62**

Description	Rate	Qty	Line Total
Event Photography - Full Day Rate Creative Photography (up to 10hrs Field + Editing & Processing)	\$1,250.00	1	\$1,250.00
Airline Ticket (receipt included) Traveling Expense	\$259.62	1	\$259.62

Subtotal	1,509.62
Tax	0.00

Total	1,509.62
Amount Paid	1,250.00

Amount Due (USD)	\$259.62
------------------	----------

**Notes**

Please see attached image licensing agreement.

**Terms**

Payable to "Ryan Casper" for services rendered. For any questions, please contact me by email at "casper@recasper.com" or by phone at 773.336.2291.



A full service campaign cooperative

# INVOICE

Date: January 5, 2018  
INVOICE # 18-001a  
Amended - closing Invoice

To Capital Development

Job	Payment Terms	Due Date
Allison Hartson for Senate 2018	Due on receipt	January 31, 2018

Qty	Description	Line Total
	Balance of initial start-up fee	\$1000.00
	January Maintenance fee	\$1000.00
	Reimbursement Google Gsuite+ (see attached)	\$53.52
	January NB Fee	\$2250.00
	Website	\$2500.00
		\$4,303.52

Make all checks payable Barbara Nelson  
Thank you for your business!

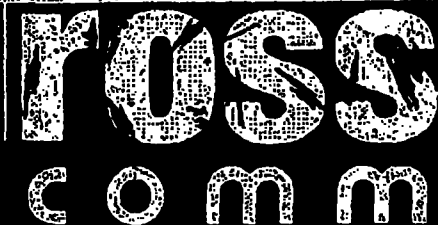
18044447411



<b>INVOICE TO: CAPITAL DEVELOPMENT</b> Alison Hartson U.S. Senate Kickoff Video		<b>DATE: 1/5/18</b>  <b>Job No: 114-18</b>	
Description		Total	
EXECUTIVE PRODUCER FEE (Paid) For the production of a series of 9 Campaign "POLICY" Videos AND Introductory Hartson video ((\$5,000 paid to date))		\$5,000.00	
PRODUCTION ELEMENTS Logo animation, SHOOT Equipment & Crew, Location Costs, Post Production ((\$5,750 paid to date))		\$9,250.00	
TOTAL		\$14,250.00	
PROJECT BUDGET		\$60,000.00	
PAID		\$10,750.00	
TOTAL DUE NOW		\$14,250.00	
Remaining Project Balance		\$35,000.00	
Please remit payment to: Joanna Ross/RossComm 957 Senate Street, Costa Mesa CA 92627			
Sub - Total:		\$14,250.00	
Tax:			
Total Amount Due:		\$14,250.00	
THANK YOU!			

10044474142





INVOICE TO: CAPITAL DEVELOPMENT

Alison Hartson U.S. Senate

9 POLICY VIDEOS

DATE: 1/15/18

Job No: 115-18

Description

Total

**POLICY VIDEO PRODUCTION**

For the production of a series of 9 Campaign "POLICY" Videos

**PRODUCTION ELEMENTS**

LOCATION SHOOT Equipment & Crew, Location Costs, Post Production \$20,500.00

STUDIO Shoot day \$4,500.00

Motion Graphics \$5,000.00

**TOTAL \$30,000.00**

**PROJECT BUDGET \$60,000.00**

**PAID \$25,000.00**

**TOTAL DUE NOW \$30,000.00**

**Remaining Project Balance \$5,000.00**

**Please remit payment to:**

**Joanna Ross/RossComm 957 Senate Street Costa Mesa, CA 92627**

**Sub - Total: \$30,000.00**

**Tax:**

**Total Amount Due: \$30,000.00**

**THANK YOU!**

Christen Hebrard  
3516 Sawtelle Blvd. #215  
Los Angeles, CA 90066  
323-506-6105

INVOICE NO. 013

JANUARY 15, 2018

**BILL TO**

Capital Development  
3334 Herrier St.  
Oakland, CA 94602

**SERVICE DATES**

December 15, 2017 - January 14, 2018

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Operations Management	\$6,000	\$6,000

**Allison Hartson for Senate 2018**

**SUBTOTAL** \$6,000

**SALES TAX** \$0

**OTHER FEES** \$0

**TOTAL DUE BY DATE** **JANUARY 15, 2018**

Thank you.

16044474144

1944474145

JANUARY 15, 2018

### SERVICE DATES

**January 15, 2018 - January 28, 2018:**

<b>SUBTOTAL</b>	<b>\$2,709.68</b>
<b>SALES TAX</b>	<b>\$0</b>
<b>OTHER FEES</b>	<b>\$0</b>
<b>TOTAL DUE BY DATE</b>	<b>January 15, 2018</b>

**Thank you.**

**PROOF OF SERVICE**

I, Carolina Ramos, declare:

I am a citizen of the United States and employed in Contra Costa County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 2033 N. Main Street, Suite 720, Walnut Creek, California 94596. On February 22, 2018, I served a copy of the within document(s):

**AMERICAN ARBITRATION ASSOCIATION SUBMISSION  
TO DISPUTE RESOLUTION with initial filing fee**

- ☐ (by facsimile transmission) in accordance with Code of Civil Procedure § 1013(e), by transmitting said document(s) from our offices by facsimile machine (925) 944-9701 to facsimile machine number(s) shown below. Following transmission, I received a "Transmission Report" from our fax machine indicating that the transmission had been transmitted without error.
- ☒ (by mail) on all parties in said action, in accordance with Code of Civil Procedure § 1013a(3), by placing a true copy thereof enclosed in a sealed envelope in a designated area for outgoing mail, addressed as set forth below. At Buchman Provine Brothers Smith LLP, mail placed in that designated area is given the correct amount of postage and is deposited that same day, in the ordinary course of business, in a United States mailbox in the City of Walnut Creek, California.
- ☐ (by overnight delivery) by placing the document(s) listed above in a sealed Federal Express envelope and affixing a pre-paid air bill, and causing the envelope to be delivered to a Federal Express collection box at Walnut Creek, California, and addressed as set forth below.
- ☐ (by personal delivery) by causing to be personally delivered a true copy thereof to the person and at the address set forth below.
- ☐ (by email transmission) on all parties by transmitting said document(s) from our offices by email (cramos@bpbssl.com) to email addresses shown below.

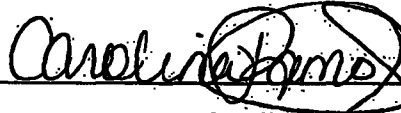
Alison Hartson  
c/o David Mitrani  
Sandler Rieff  
1090 Vermont Ave. NW, Ste. 750  
Washington, DC 20005

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on

1 motion of the party served, service is presumed invalid if postal cancellation date or postage  
2 meter date is more than one day after date of deposit for mailing in affidavit.

3 I declare under penalty of perjury under the laws of the State of California that the above  
4 is true and correct.

5 Executed on February 22, 2018, at Walnut Creek, California.

6   
7  
8 Carolina Ramos.  
9

10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
BUCHANAN PROVINE BROTHERS SMITH LLP  
ATTORNEYS AT LAW  
WALNUT CREEK, CA

ANALYSIS OF THE DOCUMENT

1000

1. ANALYSIS OF THE DOCUMENT

2. ANALYSIS OF THE DOCUMENT

3. ANALYSIS OF THE DOCUMENT

4. ANALYSIS OF THE DOCUMENT

5. ANALYSIS OF THE DOCUMENT

6. ANALYSIS OF THE DOCUMENT

CITY NATIONAL BANK

7. ANALYSIS OF THE DOCUMENT

8. ANALYSIS OF THE DOCUMENT

9. ANALYSIS OF THE DOCUMENT

10. ANALYSIS OF THE DOCUMENT

11. ANALYSIS OF THE DOCUMENT

12. ANALYSIS OF THE DOCUMENT

13. ANALYSIS OF THE DOCUMENT

RECEIVED  
REC MAIL CENTER  
2018 OCT -9 PM 3: 02

2018 OCT -9 PM 3: 02

1904474149