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By OGC-CELA at 1:39 pm, Oct 24, 2024

NATIONAL HARBOR 6710 OXON HILL RD. SUITE 210 OXON HILL, MD 20745 (240) 887-4929

lorenzo@hollowaylawllc.com
hollowaylawllc.com

OCTOBER 24, 2024

Federal Election Commission
Office of Complaints Examination & Legal
Administration
1050 First Street, NE
Washington, DC 20463

Via email: cela@fec.gov

MUR 8323: Consolidated Response from Robert F. Kennedy Jr, Team Kennedy, and Ellie Cox, in her official capacity as Treasurer of Team Kennedy

I. BACKGROUND AND FACTS

Robert F. Kennedy, Jr., his principal campaign committee (“Team Kennedy”), and its Treasurer, Ellie Cox, received a letter from the Federal Election Commission (“FEC”) on October 9, 2024, notifying them that End Citizens United (“ECU”) had filed a complaint against them. The complaint alleges that Mr. Kennedy and Team Kennedy received excessive and prohibited contributions from Paul Rossi and IMPG Advocates, Inc., respectively, and failed to report debt.

This response is a consolidated response from Mr. Kennedy, Team Kennedy, and its Treasurer, Ellie Cox. For the reasons below, the FEC should take no action and dismiss the complaint.

Mr. Kennedy is an independent candidate running in the 2024 presidential election. Mr. Kennedy announced his candidacy on April 19, 2023. Initially, he sought the Democratic Party nomination for the Office of President. However, he changed his path to the presidency to independent status on October 9, 2023. Kennedy24, Robert F. Kennedy Jr., Declare Your Independence, <https://www.youtube.com/@TeamKennedy24> (February 26, 2024).

This path to the presidency required Mr. Kennedy's name to be placed on the ballot in the states. As an attorney, Mr. Rossi worked with Team Kennedy to get Mr. Kennedy's name on the ballot. Exhibit 1. He entered into an agreement with Team Kennedy, in his individual capacity, to serve as “Ballot Access Counsel.” Exhibit 2 at 1.

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As Ballot Access Counsel, the agreement described Mr. Rossi's services as follows:

[X] LEGAL ADVICE: Consultant agrees to represent Campaign on all matters related to the legal requirements and litigation necessary to secure ballot access for Robert F. Kennedy Jr. for the 2024 election for President of the United States. Consultant's representation shall include, but is not limited to: (1) providing legal advice and consultation on the requirements, including petition circulation and filing, to secure ballot access in all 50 states; (2) new party formation; (3) defending any challenge to ballot access petitions filed by the Kennedy 2024 campaign; and (4) any litigation challenging the constitutionality of certain state ballot access restrictions, all at the discretion of the Kennedy 2024 campaign. In addition, Consultant agrees to review and draft any documents and/or contracts requested by the Kennedy 2024 campaign and agreed to perform by Consultant. Exhibit 2 at 5.

The agreement indicates that Team Kennedy would pay Mr. Rossi monthly for legal services. Exhibit 2 at 1. Team Kennedy has contacted him several times to encourage him to bill the campaign. Exhibit 3. However, Mr. Rossi has not sought payment by billing Team Kennedy. Exhibit 1. Nevertheless, the agreement noted that Mr. Rossi "can volunteer without the value of the work being considered as a donation." Exhibit 2 at 10.

II. MR. ROSSI'S WORK DID NOT RESULT IN A CONTRIBUTION TO MR. KENNEDY AND TEAM KENNEDY

A contribution is any "gift, subscription, loan [], advance, or deposit of money or anything of value made by any person for the purpose of influencing any election for Federal office...". 11 C.F.R. § 100.52(a). Anything of value includes in-kind contributions. 11 C.F.R. § 100.52(d)(1). An in-kind contribution includes the provision of goods and services without charge or for less than the usual and normal charge. *Id.* If the goods and services are provided for less than the usual and normal charge, the contribution amount is the difference between the usual and normal charge and the amount charged. *Id.*

Mr. Rossi's services were not a contribution for two independent reasons. First, he volunteered his legal services. Second, his legal services were for ballot access, which is not for the purpose of influencing a Federal election.

A. Mr. Rossi Volunteered His Services to the Campaign

There is an exemption from the definition of contribution for volunteer services. 11 C.F.R. § 100.74. An individual may volunteer their services to a committee, and the value of the volunteer services is not a contribution. *Id.* The FEC has applied this volunteer exemption to allow an individual to volunteer their time by providing legal services to a committee. Advisory Opinion 2012-16 ("Yes, the Firm's partners, associates, and other employees, individually, may volunteer time in the form of legal or other services to the Committee in accordance with the letter of agreement without the Firm inadvertently providing the Committee a prohibited in-kind

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contribution.”). Mr. Rossi volunteered his services to Team Kennedy. While Mr. Rossi entered into an agreement with Team Kennedy to be paid for his services, Mr. Rossi, as an individual, has not sought payment by billing Team Kennedy for his services. Therefore, he is a volunteer.¹

Unlike an incorporated company that has not billed a political committee, Mr. Rossi, as an individual, has a right to provide his services as a volunteer without contributing to Team Kennedy. *Compare* Advisory Opinion 2006-22 (an incorporated law firm providing free legal services results in a contribution) *with* Advisory Opinion 2012-06 (individuals volunteering their time to provide legal services is not a contribution). The agreement between Team Kennedy and Mr. Rossi specifically noted that Mr. Rossi “can volunteer without the value of the work being considered as a donation.” Exhibit 2 at 10. Mr. Rossi exercised this option by not billing for his services.

If Mr. Rossi had provided his services without agreeing to be paid, he would have been a volunteer. The result is the same if he enters an agreement to be paid but does not seek payment. *See* MUR 7395 Statement of Reasons of Vice Chair Allen Dickerson, Commissioners Sean J. Cooksey, and James E. “Trey” Trainor, III. (respondent “could have provided all his work to the Committee free of charge without running afoul of the Act or Commission regulations. As a result, there is a weighty argument that any discount that Harrison Heller provided to the campaign could be considered a form of volunteer activity, which would be consistent with his work as an independent contractor. Under this view, no violation occurred here.). In both instances, Mr. Rossi is not paid for the value of his services. If Mr. Rossi is not paid for the value of his services, he is a volunteer. *Id.* Accordingly, the value of his services is not a contribution.

B. Mr. Rossi Engaged in Ballot Access Litigation That Was Not for The Purpose of Influencing a Federal Election

Mr. Rossi’s legal services were not for the purpose of influencing a Federal election. While Mr. Rossi has volunteered with the campaign to provide legal services for ballot access, any legal expenses for ballot access are not for the purpose of influencing a Federal election. Advisory Opinion 2018-03 (“the requestor does not propose any voluntary services for the purpose of influencing a federal election.”).

On numerous occasions, the FEC has concluded that legal expenses related to challenging the political process are not for the purpose of influencing a Federal Election. The decisions where the FEC concluded the expenses were not for the purpose of influencing a Federal election include:

- Challenge to the constitutionality of a state law that changed the process for political parties to nominate a candidate for the general election. Advisory Opinion 2023-03.

¹ Mr. Rossi could subsequently decide to bill Team Kennedy for his services, but that does not change the fact that he has been a volunteer.

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- Challenge to state's open primary system. Advisory Opinion 2003-15.
- Challenge to the sufficiency of nominating petitions to qualify for a party's primary election ballot. Advisory Opinion 1996-39.
- Defending legal actions brought by candidates against a party that challenges the constitutionality of a party rule. Advisory Opinion 1983-27.
- Challenge to a possible denial of access to the state's primary ballot. Advisory Opinion 1982-35.
- Challenge to the constitutionality of a provision of a state constitution that would not allow the candidate to run for office. Advisory Opinion 1983-30
- Challenge to the reapportionment decisions made by the state legislature. Advisory Opinion 1982-14.
- Challenge to state redistricting. Advisory Opinion 1990-23.

Similar to these advisory opinions, Mr. Rossi's volunteer services involved challenging the political process—ballot access. Therefore, his volunteer services were not for the purpose of influencing a Federal election. Advisory Opinion 2018-03 (“the requestor does not propose any voluntary services for the purpose of influencing a federal election.”).

ECU contends that Mr. Rossi is not entitled to the ballot-access exemption. This is based on the FEC's conclusion that legal expenses related to ballot access do not aim to influence a Federal election and the related stipulation that the ballot-access funds must be separate and independent from the candidate committee. *See* Advisory Opinion 1996-39 and Advisory Opinion 1983-30. However, ECU's contention is based on a misunderstanding of Mr. Rossi's services. Mr. Rossi, as an attorney providing legal services for ballot access, has not raised, maintained, distributed, or commingled ballot-access funds. Therefore, he is entitled to the exemption, and as a result, the value of his services is not a contribution.

III. MR. KENNEDY AND TEAM KENNEDY DID NOT RECEIVE EXCESSIVE OR PROHIBITED CONTRIBUTIONS

Individuals are limited to contributing \$3,300 per election, and candidates and political committees cannot knowingly accept a contribution in excess of this limitation. 11 C.F.R. § 110.1(b)(1); 11 C.F.R. § 110.9. Corporations cannot contribute to a political committee, and candidates and political committees cannot knowingly accept corporate contributions. 11 C.F.R. § 114.2(b); 11 C.F.R. § 114.2(d).

Mr. Kennedy and Team Kennedy did not receive excessive and prohibited contributions. Since the value of Mr. Rossi's services did not result in a contribution, Mr. Kennedy and Team Kennedy did not receive an excessive contribution from Mr. Rossi or a prohibited contribution from IMPG Advocates. Also, since the contract for Mr. Rossi's services was between Team Kennedy and Mr. Rossi, in his individual capacity, Mr. Kennedy and Team Kennedy could not have accepted a prohibited contribution from IMPG Advocates. Exhibit 2 at 1.

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IV. TEAM KENNEDY WAS NOT REQUIRED TO REPORT DEBT RELATED TO MR. ROSSI'S VOLUNTEER SERVICES

The FEC's regulations require committees to continuously report debts and obligations until they are extinguished, but there is no requirement to report volunteer services. 11 C.F.R. § 104.11(a). However, there was no debt to report because Mr. Rossi provided his services voluntarily, and his services were not for the purpose of influencing a Federal election.

V. SINCE MR. KENNEDY AND TEAM KENNEDY HAVE NOT RECEIVED AN EXCESSIVE OR PROHIBITED CONTRIBUTION, AND TEAM KENNEDY WAS NOT REQUIRED TO VOLUNTEER SERVICES; THE FEC SHOULD TAKE NO ACTION AND DISMISS THE COMPLAINT.

For the reasons above explaining how 1) Mr. Kennedy and Team Kennedy have not received an excessive or prohibited contribution, and 2) it was not required to report Mr. Rossie's volunteer services, the FEC should take no action and dismiss the complaint.



Lorenzo Holloway
Holloway Law Office

Exhibit 1

Federal Election Commission
Office of Complaints Examination & Legal Administration
1050 First Street, NE
Washington, DC 20463

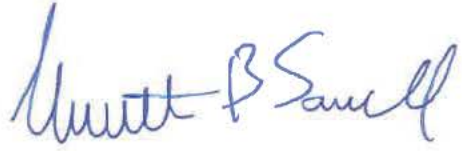
Via email: cela@fec.gov

Re: MUR 8323: Declaration of Matthew Sanders

I, Matthew Sanders, hereby swear and declare:

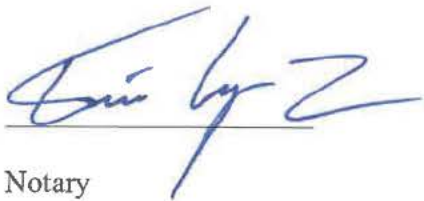
1. I am over eighteen years of age and fully competent to testify to the facts outlined in this declaration.
2. I am Team Kennedy's Chief Operating Officer. As such, I oversee all internal campaign operations.
3. My work includes legal, human resources, compliance, information technology, fundraising, finance, reporting, insurance, merchandise, and contracting with vendors.
4. Robert F. Kennedy, Jr. is running as an independent candidate for the Office of President in the 2024 election.
5. Team Kennedy, Robert F. Kennedy, Jr.'s principal campaign committee, has been engaged in obtaining ballot access for Mr. Kennedy in the states.
6. Team Kennedy entered into a contract with Paul Rossi in his individual capacity to serve as Ballot Access Counsel.
7. Mr. Rossi did not bill Team Kennedy for his legal services.

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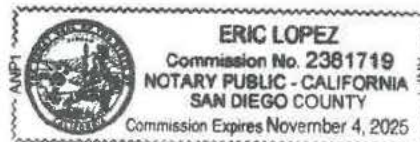


Matthew Sanders

Signed and sworn to me, under penalty of perjury.



Notary



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 San Diego

Subscribed and sworn to (or affirmed) before me on this 22
day of October, 2024, by Matthew Sanders

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in blue ink, appearing to read 'Eric Lopez', written over a horizontal line.

Exhibit 2



CONSULTANT AGREEMENT

This Consultant Agreement is made this 1st day of November 2023, by and between Team Kennedy, Inc. (the "Campaign") and Paul A. Rossi, Esq. (the "Consultant") for services to be provided to the Campaign for the benefit of Robert F. Kennedy, Jr., as candidate for President of the United States of America, at the direction of the Campaign, which would include any direction from its Campaign Manager or her assigns. Consultant shall take no direction from or report to any other person or entity other than those set forth hereinabove. Consultant shall serve in the capacity of "Ballot Access Counsel." A full description of Services is attached as exhibit A.

Consultant will be compensated at as follows:

Paid a fixed amount of \$ [REDACTED] per hour, for [REDACTED] hours per week, not to exceed [REDACTED] per month without prior written approval from Campaign's Chief Operating Officer. At the beginning of each phase of Consultant's work, Consultant shall send an estimate of his upcoming time investment for that phase to Campaign's Counsel at robvyn@teamkennedy.com and Campaign's Chief Operating Officer at matthew@teamkennedy.com. Consultant shall send a detailed accounting of time to Campaign's Counsel and Chief Operating Officer each end-of-month. Consultant will send an invoice the last week of each month to payments@teamkennedy.com. Payments will be issued the week following invoice receipt.

Consultant will control its own means and methods of performing the Services contemplated hereby. The Consultant has understood that the Campaign does not have behavioral or financial control over the contractors work as well as the relationship is temporary and fits the relationship of a Consultant. Based upon these factors as applied in this situation there is a basis established as a Consultant and as such all taxes and filing shall be the responsibility of the Consultant.

Taxes: Under this Agreement, the Campaign shall not be responsible for:

- Withholding FICA, Medicare, Social Security, or any other Federal or State withholding taxes from the Consultant's payments to employees or personnel or make payments on behalf of the Consultant;
- Making Federal and/or State unemployment compensation contributions on the Consultant's behalf; and
- Making payments of taxes incurred while performing the Services under this Agreement, including all applicable income taxes and, if the Consultant is not a business entity, all applicable self-employment taxes. Upon demand, the Consultant shall provide the Campaign with proof that such payments have been made.

Employee's Compensation: The Consultant shall be solely responsible for the following:



- **Employee Benefits.** The Consultant understands and agrees that they are solely responsible and shall be liable to all benefits that are provided to their employees including, but not limited to, retirement plans, health insurance, vacation time-off, sick pay, personal leave, or any other benefit provided.
- **Unemployment Compensation.** The Consultant shall be solely responsible for the unemployment compensation payments on behalf of their employees and personnel. The Consultant themselves shall not be entitled to unemployment compensation with the Services performed under this Agreement.
- **Workers' Compensation.** The Consultant shall be responsible for providing all workers' compensation insurance on behalf of their employees. If the Consultant hires employees to perform any work under this Agreement, the Consultant agrees to grant workers' compensation coverage to the extent required by law. Upon request by the Campaign, the Consultant must provide certificates proving workers' compensation insurance at any time during the performance of the Services.

Other Compensation: No commissions or side compensations from any vendor used (print, ads, etc) are allowed to be paid to the Consultant.

Non-Compete: During the term of this Agreement, and for the maximum term allowed under State and Federal laws following its termination, the Consultant shall not engage in any activity that would compete in any way whatsoever with the activities of the Campaign in which the Consultant was or is involved, or where the Consultant gained confidential or sensitive information of the Campaign, directly or indirectly through the delivery of the Services. For further clarity, this section is to be geographically limited to areas and locations that the Customer operates and conducts its business activity.

In addition to this contract and the exhibits attached the Consultant reviews and accepts the additional provisions provided as follows:

- Exhibit B Fully executed nondisclosure agreement
- Exhibit C social media policy
- Exhibit D code of conduct and principles of the Team Kennedy Campaign
- Exhibit E brief understanding of Federal Election Commission rules regarding campaign contributions.
- Exhibit F expense policy and method of payments including W-9, ACH information and Team Kennedy reimbursements form and mileage reimbursement form.

Disputes: Should any dispute arise relative to the performance of this Consultant Agreement that the parties cannot satisfactorily resolve, then the parties agree that the dispute shall be resolved by binding arbitration conducted in accordance with the Federal Arbitration Act and judgment may be entered on the award by any court having jurisdiction. As a condition precedent to the filing of any arbitration demand, the parties shall engage in a good faith mediation of the dispute. The Campaign and Consultant will split the costs of the mediation conference



and mediator's fee but will be responsible for the payment of their own respective attorney's fees with respect to the mediation. The venue for any arbitration or mediation is hereby placed in Tampa, Hillsborough County, Florida, unless otherwise agreed to in writing by and between the affected parties. Consultant hereby waives any right to a trial by jury in any action, proceeding, claim or counterclaim, whether in contract or in tort, at law or in equity, arising out of or in any way related to this Consultant Agreement.

In the event that any dispute arises out of or in connection with this Consultant Agreement that results in arbitration, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, whether same were incurred prior to or during any judicial or arbitration proceedings, including, without limitation, any filing fees, mediation fees, trial or arbitration costs or fees, or appellate proceedings, as well as prior to or during any alternative dispute resolution mechanisms. The parties agree that entitlement to attorneys' fees by the prevailing party under this Consultant Agreement shall be deemed to include all attorneys' fees incurred with regards to all mediation, arbitration, or related court proceedings.

Morality: During the term of this Consultant Agreement, Consultant shall not commit any act or do anything which might reasonably be considered: (i) to be immoral, deceptive, scandalous or obscene; or (ii) to injure, tarnish, damage or otherwise negatively affect the reputation and goodwill associated with Robert F. Kennedy, Jr. or the Campaign.

Termination: The Campaign may immediately terminate this Consultant Agreement at any time, with or without cause, after written notice of such termination is given to Consultant. It is agreed that Consultant is not and will not ever be considered an employee of the Campaign.

No Substitution: Contractor may not engage a third party subcontractor to perform any of Contractor's obligations under this agreement unless agreed to in writing by the Campaign.

Governing Law: This Consultant Agreement will be construed, interpreted, and applied according to the Laws of the State of Florida. In the event of any civil litigation being commenced, venue will lie with a court of competent jurisdiction in Hillsborough County, Florida.

Confidentiality & Proprietary Information. The Consultant acknowledges that it will be necessary for the Campaign to disclose certain confidential and proprietary information to the Consultant in order for the Consultant to perform their duties under this Agreement. The Consultant acknowledges that disclosure to a third (3rd) party or misuse of this proprietary or confidential information would irreparably harm the Campaign. Accordingly, the Consultant will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Campaign without the Campaign's prior written permission except to the extent necessary to perform the Services on the Campaign's behalf.

Proprietary or confidential information includes, but is not limited to:



- The written, printed, graphic, or electronically recorded materials furnished by Campaign for Consultant to use;
- Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Campaign makes reasonable efforts to maintain the secrecy of, business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind, sales projections, and pricing information; and
- Information belonging to customers and suppliers of the Campaign about whom the Consultant gained knowledge as a result of the Consultant's Services to the Campaign.

Upon termination of the Consultant's Services to the Campaign, or at the Campaign's request, the Consultant shall deliver all materials to the Campaign in the Consultant's possession relating to the Campaign's business. The Consultant acknowledges any breach or threatened breach of confidentiality under this Agreement will result in irreparable harm to the Campaign for which damages would be an inadequate remedy. Therefore, the Campaign shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of confidentiality. Such equitable relief shall be in addition to Campaign's rights and remedies otherwise available at law.

Furthermore, proprietary information, under this Agreement, shall include:

- The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, works-in-progress and deliverables, will be the sole property of the Campaign, and Consultant hereby assigns to the Campaign all right, title, and interest therein, including, but not limited to, all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights, and other proprietary rights therein. Consultant retains no right to use the Work Product and agrees not to challenge the validity of the Campaign's ownership in the Work Product;
- Consultant hereby assigns to the Campaign all right, title, and interest in any and all photographic images and videos or audio recordings made by the Campaign during Consultant's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings; and
- The Campaign will be entitled to use the Consultant's name and/or likeness in advertising and other materials.

Assignment: This Consultant Agreement shall not and cannot be assigned and shall become effective on the day it is signed by both the Campaign and the Consultant.



Severability. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

Entire Agreement. This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Campaign and Consultant. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

Miscellaneous provisions are as follows: This agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

We the undersigned, have read, understand, and agree to each of the provisions of this Consultant Agreement and hereby acknowledge receipt of a signed copy of it.

Matthew Sanders

(Campaign Name)

DocuSigned by:

Matthew Sanders

(Campaign Signature)

Chief Operating Officer

Title

11/4/2023

Date

Paul Rossi

(Consultant Name)

DocuSigned by:

Paul Rossi

(Consultant Signature)

11/4/2023

Date

**Exhibit A: DESCRIPTION OF SERVICES:****SPECIFIC CAMPAIGN DUTIES AS FOLLOWS:**

☒ **LEGAL ADVICE:** Consultant agrees to represent Campaign on all matters related to the legal requirements and litigation necessary to secure ballot access for Robert F. Kennedy Jr. for the 2024 election for President of the United States. Consultant's representation shall include, but is not limited to: (1) providing legal advice and consultation on the requirements, including petition circulation and filing, to secure ballot access in all 50 states; (2) new party formation; (3) defending any challenge to ballot access petitions filed by the Kennedy 2024 campaign; and (4) any litigation challenging the constitutionality of certain state ballot access restrictions, all at the discretion of the Kennedy 2024 campaign. In addition, Consultant agrees to review and draft any documents and/or contracts requested by the Kennedy 2024 campaign and agreed to perform by Consultant.

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**Exhibit B: NDA**

The NDA should have already been received, signed, and returned to the Campaign by the Consultant via DocuSign. If the Consultant has not received the NDA, please reach out to the Campaign Staff.



Exhibit C: SOCIAL MEDIA POLICY

- If you identify yourself as a Campaign contractor via social media, your opinions and viewpoint must reflect the responsibilities of your position.
- Always adhere to copyright standards and respect the intellectual property of others when utilizing social media platforms or other online publishing forms.
- Do not, under any circumstances, disclose any personal information about the company or its employees.
- Do not disclose confidential information about the Campaign, its practices, or any information meant to be shared only with fellow contractors and employees.
- Any rumors, slander, or confidential information shared via social media may have a significant negative impact on this company and its reputation. Legal action may be brought against the individual responsible for the publication of this information.
- Remember that, as a member of the team, you are an ambassador for the company, and your manner in all situations, including online, should reflect that in a positive way.
- While working with or for the Campaign, no contractor shall, at any time, share anything with another employee via social media that may be considered inappropriate or fall under the category Not Suitable for Work—known online as NSFW. This includes items of a sexual, profane, or excessively violent nature. These have no place in the work environment, and disciplinary action may occur.

I acknowledge that a first-time breach of any of the above are grounds for immediate dismissal and termination of contract and listing on Campaign's permanent "do not hire" list.

Contractor Acknowledgement:

Name: Paul Rossi Date: 11/4/2023

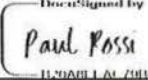
Signature: 



Exhibit D: CODE OF INTEGRITY AND STANDARDS OF PRACTICE

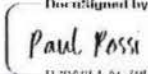
As a contractor of the "Campaign", I agree to certain standards of practice that I must maintain. I pledge to adhere to the following Code of Integrity and Standards of Practice when contracted by the Campaign:

- I will not speak to the press. Any inquiry by the press will be referred to press@teamkennedy.com
- I acknowledge that I have read the **Contractor Handbook** and will abide by those guidelines and values to the best of my ability. Those Values include:
 - Get it Done Attitude
 - Ingenuity
 - Eager to Learn
 - Courage to do the Right Thing
 - Speak Up
 - Empowering Patriotism
- I will treat my colleagues and Campaigns with respect and will not intentionally injure their professional or personal reputations.
- I will only use funds received from the campaign or its Campaigns for the purposes described in writing or invoiced.
- I will respect information given in confidence by the campaign and their Campaigns and not reveal confidential or privileged information obtained during our professional relationship.
- I will not speak negatively about other candidates.
- I will not violate the personal time of other members of the team by calling them after 8 pm unless there is an emergency.
- I acknowledge that a breach of any of the above may grounds for immediate termination of contract.

Contractor Acknowledgement:

Name: Paul Rossi

Date: 11/4/2023

Signature: 

**Exhibit E: FEDERAL ELECTION COMMISSION BASICS**

Attestation is to be requested for all donations which lists the basic requirements of the law as follows:

- The campaign does not take cash.
- Limits on donations are \$3,300 per individual for the primary election and \$3,300 per individual for the full election. Thus, a total of \$6,600.
- A person cannot contribute a donation for another person.
- Merchandise is considered a donation.
- Items of value are a donation.

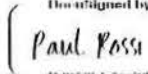
There are some exceptions such as you can volunteer without the value of the work being considered as a donation.

The Consultant will also receive an FEC introduction video which they must confirm it was watched and understood.

Contractor Acknowledgement:

Name: Paul Rossi

Date: 11/4/2023

Signature: 

**Exhibit F: TEAM KENNEDY EXPENSES AND PAYMENTS**

Certain expenses are reimbursed by the campaign. In order to receive reimbursement for said expenses please understand the following terms:

- Campaign must approve all reimbursable expenses in advance in order to be eligible for reimbursement.
- If you are requested to travel, then reasonable travel expenses shall be reimbursed. There will be standards set from time to time by the Campaign. Travel shall not include the following: First class air travel, private jet travel, Limo or black car service, hotels above \$150.00 per day unless approved in advance, meals above \$30 per person per meal unless approved in advance. Starbucks and snacks shall not be reimbursed.
- Expenses and contract invoices shall be paid by ACH direct deposit into an account designated by you in an ACH form attached to this agreement. In addition, a W-9 form must be filed with the campaign. A copy is attached to this agreement. Expenses shall be summarized in the expense reimbursement form attached to this contract. All expenses noted on the expense form must be returned with the expense form. Any mileage of an owned vehicle shall be reimbursed using the mileage form attached to this contract.
- Documentation for reimbursement is to be sent to payments@teamkennedy.com on or before Wednesday of each week. The reimbursement will be deposited into the team member's bank account on the following Monday.

Contractor Acknowledgement:

Name: Paul Rossi

Date: 11/4/2023

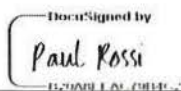
Signature:  _____

Exhibit 3

Federal Election Commission
Office of Complaints Examination & Legal Administration
1050 First Street, NE
Washington, DC 20463

Via email: cela@fec.gov

Re: MUR 8323: Declaration of Robyn Ross

I, Robyn Ross, hereby swear and declare:

1. I am over eighteen years of age and fully competent to testify to the facts outlined in this declaration.
2. I am Team Kennedy's Commercial Counsel. As such, I oversee all general legal matters and negotiate and prepare contracts for Team Kennedy's vendors.
3. Robert F. Kennedy, Jr. is running as an independent candidate for the Office of President in the 2024 election.
4. Team Kennedy, Robert F. Kennedy, Jr.'s principal campaign committee, has been engaged in obtaining ballot access for Mr. Kennedy in the states.
5. Team Kennedy entered into a contract with Paul Rossi in his individual capacity to serve as Ballot Access Counsel.
6. Mr. Rossi did not bill Team Kennedy for his legal services.
7. I contacted Mr. Rossi several times to ask him to bill Team Kennedy for his legal services.
8. Mr. Rossi did not bill Team Kennedy after I contacted him.

Robyn Ross

Robyn Ross

Signed and sworn to me, under penalty of perjury.

Kalea Ann Black

Notary

