



Public Relations • Government Relations

5333 Mission Center Road, Suite 115  
San Diego, CA 92108  
619-704-0180

Court's Ex. 001  
Case # 37-2017-00010073-CU-BC-CTL  
Rec'd \_\_\_\_\_  
Dept. C-73 Clk. \_\_\_\_\_

## Letter of Agreement

This letter shall serve as an agreement between Bartell & Associates, Inc. a California corporation doing business as Bartell & Associates, hereafter referred to as "B&A" and **Larry E. Geraci**, hereafter referred to as "Client."

Under terms of this agreement, B&A will provide public relations and government relations consulting services for the Client, and the Client agrees to make payments for such services.

The term of this agreement is effective **November 2, 2015** and will continue until canceled by mutual agreement of B&A and Client with 30 days of written notice by either party.

**Consulting services will be billed by B&A on a monthly retainer of \$7,500, due the first of each month.**

Out-of-pocket expenses will be billed in addition to the project fee and include such items as mileage, parking, etc. Purchased goods or services, such as typesetting, photography, printing, postage, long distance telephone, Internet-related services and related requirements are subject to standard industry markups (17.65%) and the cost of purchased goods or services is in addition to the monthly retainer for professional services.

All printed material will be submitted to Client for approval prior to production and distribution.

In the event Client authorizes B&A to place advertising or procure printing on behalf of the Client, Client agrees that B&A acts as the Client's agent of record for the purpose of placing broadcast, direct mail, outdoor, newspaper, magazine or Internet advertising, and that B&A is authorized to enter on the Client's behalf all contracts necessary to effectuate the Client's purpose in retaining B&A, and B&A shall be entitled to keep all customary and usual agency discounts and commissions from such placements, provided that they at no time exceed fifteen (15) percent of the gross retail cost of advertisement and 17.65 (seventeen point six five) percent of other bought items and 33 (thirty three) percent of bought services overseen by B&A on Client's behalf.

B&A also agrees that on or about the fifteenth of each month, B&A will provide Client with a description of professional services provided (if requested) and expenses incurred. All bills rendered are due and payable on receipt by Client.

If payment is not received within thirty (30) days of the billing date, a service charge of 1.5 percent, or the amount allowed by law, whichever is lower, will be applied to the unpaid balance on a monthly basis following the billing date. In the event litigation is necessary for B&A to recover its fees and costs, Client agrees to pay B&A its attorney fees and costs.

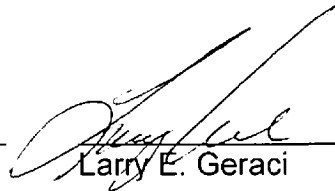
It is understood that B&A cannot undertake to verify facts supplied to B&A by Client or factual matters included in material prepared by B&A and approved by Client. Client agrees to indemnify and hold B&A harmless from and against any and all losses, claims, damages, expenses (including reasonable legal expenses) or liabilities which B&A may incur (a) based upon information, representations, reports, data or releases furnished or approved by Client or its representatives for use or release by B&A and/or (b) resulting from disputes between B&A and third parties related to and/or within the scope of this agreement.

B&A and Client agree that, in the event that litigation arises out of this agreement, the jurisdiction and the venue shall be San Diego County, California. B&A and Client also agree that this agreement shall be governed by the laws of the State of California.

I have read the agreement and commit to the terms described herein.

Bartell & Associates

\_\_\_\_\_  
Jim Bartell  
President

  
\_\_\_\_\_  
Larry E. Geraci

\_\_\_\_\_  
Date

10-29-2015  
Date

TAX & FINANCIAL CENTER, INC.  
5402 RUFFIN RD. STE. 200  
SAN DIEGO, CA 92123-1301

1128  
11-36/1210 CA  
71132

10-29-15  
Date

Pay to the  
Order of

BARTLETT & ASSOCIATES

\$ 7500<sup>00</sup>

Security - for - audit

00/100

Dollars



Security  
Features  
Details on  
Back

**Bank of America**

ACH R/T 121000358

For

Rayburn

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⑆ 121000358⑆ 325026027739⑈ 1128

END OF SE HERE

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
RESERVED FOR FINANCIAL INSTITUTION USE

**Security Features exceed industry standards and include:**

- The Security Weave® pattern on the back designed to deter check fraud
- Microprint lines printed on front and back
- The words "ORIGINAL DOCUMENT" clearly appear across the back
- Fraud icon visible on front and back

**Do not cash if:**

- Any of the features listed above are missing or appear altered
- Faint or illegible ink on back looks pink or has disappeared
- Front and back numbers and colored spots appear on both sides
- The word "VOID" appears clearly to the right of this message

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