IN THE MATTER OF ALLEGATIONS RELATING TO REPRESENTATIVE DAVID SCHWEIKERT

REPORT OF THE COMMITTEE ON ETHICS BOOK 1 OF 2

JULY 30, 2020.—Referred to the House Calendar and ordered to be printed
IN THE MATTER OF ALLEGATIONS
RELATING TO
REPRESENTATIVE DAVID SCHWEIKERT

REPORT
OF THE
COMMITTEE ON ETHICS
BOOK 1 OF 2

JULY 30, 2020.—Referred to the House Calendar and ordered to be printed
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LETTER OF TRANSMITTAL

House of Representatives,
Committee on Ethics,

Hon. Cheryl L. Johnson,
Clerk, House of Representatives,
Washington, DC.

Dear Ms. Johnson: Pursuant to clauses 3(a)(2) and 3(b) of Rule XI and clause 5(a)(5) of Rule XIII of the Rules of the House of Representatives, we herewith transmit the attached report, “In the Matter of Allegations Relating to Representative David Schweikert.”

Sincerely,

Theodore E. Deutch,
Chairman.

Kenny Marchant,
Ranking Member.
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ATTACHMENT: Report of the Investigative Subcommittee and Appendices
IN THE MATTER OF ALLEGATIONS RELATING TO REPRESENTATIVE DAVID SCHWEIKERT

JULY 30, 2020.—Referred to the House Calendar and ordered to be printed

Mr. DEUTCH, from the Committee on Ethics, submitted the following

R E P O R T

I. INTRODUCTION

The Committee on Ethics (Committee) hereby submits this privileged report pursuant to House Rule XI, clause 3(a)(2) and House Rule XIII, clause 5(a)(5), which authorize the Committee to investigate any alleged violation by a Member, officer, or employee of the House of Representatives, of the Code of Official Conduct or any law, rule, regulation, or other standard of conduct applicable to the conduct of such Member, officer, or employee and to submit to the House a privileged report recommending action by the House as a result of such investigation.

This report: (1) summarizes the Committee’s investigation of Representative David Schweikert relating to violations of House Rules, the Code of Ethics for Government Service, federal laws and other applicable standards related to campaign finance violations and reporting errors by his authorized campaign committees, the misuse of his Members’ Representational Allowance for unofficial purposes, pressuring official staff to perform campaign work, and his lack of candor during the investigation; (2) adopts the attached report of the Investigative Subcommittee (ISC) in the Matter of Representative Schweikert;¹ (3) addresses Representative Schweikert’s views on the ISC Report; and (4) recommends to the House of Representatives that, pursuant to Article I, Section 5, Clause 2 of the United States Constitution and Committee Rule 24(e), the House of Representatives adopt this report and, by such

¹The Committee thanks the Members of the ISC for their efforts and attention to this matter.
On July 9, 2018, Mr. Schwab left House employment after resigning from his position as Representative Schweikert's Chief of Staff. On the date of Mr. Schwab's resignation, the ISC's and the Committee's jurisdiction over Mr. Schwab ended.

OCE also reviewed an allegation that Representative Schweikert tied official activities to campaign or political support. OCE did not find substantial reason to believe the fifth allegation and recommended that the allegation be dismissed.

II. PROCEDURAL HISTORY

On April 16, 2018, the Office of Congressional Ethics (OCE) sent referrals (OCE’s First Referrals) to the Committee recommending that the Committee further review allegations that: Representative Schweikert and his then-Chief of Staff, Richard Oliver Schwab, may have misused or authorized the misuse of House resources; Representative Schweikert may have failed to ensure that his campaign committees complied with applicable rules regarding contributions from congressional employees; Mr. Schwab may have improperly made personal outlays on behalf of Representative Schweikert’s principal campaign committees; and Mr. Schwab may have received income beyond the outside earned income limit for senior staff. On June 14, 2018, the Committee unanimously voted to establish an ISC to review the allegations in OCE’s First Referrals.²

On September 5, 2018, OCE sent a second referral (OCE’s Second Referral) to the Committee recommending the Committee further review allegations that: (1) Representative Schweikert may have used official resources to benefit his campaign or pressured congressional staff to perform political activity; (2) Representative Schweikert may have authorized compensation to an employee who did not perform duties commensurate with his House employment; (3) Representative Schweikert or his campaign committee may have received loans or gifts from a congressional employee; and (4) Representative Schweikert may have omitted required information from his annual House financial disclosure statements (FD Statements) and Federal Election Commission (FEC) candidate committee reports.³ On December 20, 2018, the Committee unanimously voted to expand the ISC’s jurisdiction to include the allegations contained in OCE’s Second Referral.

The ISC met four times during the 115th Congress and 22 times during the 116th Congress. The ISC interviewed 18 individuals, including former and current staff of Representative Schweikert’s congressional office and campaign. The ISC issued four subpoenas and 15 requests for information, and in response received over 200,000 pages of documents. Representative Schweikert voluntarily appeared before the ISC and answered questions under oath.

Following its investigation, the ISC unanimously concluded there was substantial reason to believe that Representative Schweikert failed to uphold the laws and regulations of the United States, in violation of paragraph 2 of the Code of Ethics for Government Service and that he did not act in a manner that reflected creditably on the House, in violation of House Rule XXIII, clause 1 in connection with: his failure to take reasonable steps to ensure his campaign committees operated in compliance with applicable laws and standards of conduct; the misuse of his MRA for non-official pur-
On June 30, 2020, following negotiations with Representative Schweikert’s counsel, the ISC unanimously voted to adopt a Statement of Alleged Violations (SAV) detailing 11 violations and the facts giving rise to those violations. As part of the settlement, Representative Schweikert agreed to admit to all 11 violations in the SAV and waive all further procedural rights he was afforded under House and Committee rules. The ISC also agreed to recommend, and Representative Schweikert agreed to accept, a sanction of reprimand by the House of Representatives and a $50,000 fine regarding the conduct set forth in the SAV.

On July 1, 2020, the ISC submitted a Report to the full Committee detailing the evidence in support of its findings and the rationale for its recommendation. Representative Schweikert also submitted a response to the ISC’s report stating that he continues to take responsibility for his actions, noting that he has implemented a number of corrective actions, but challenging some of what Representative Schweikert characterized as “assertions” in the ISC’s Report. Representative Schweikert, however, continues to admit to the violations contained in the SAV.

In light of the above, on July 29, 2020, the Committee unanimously voted to adopt this Report and to approve Representative Schweikert’s waiver agreement.

III. FINDINGS

The Committee adopts as its findings in this matter the Report of the Investigative Subcommittee, as attached.

In summary, the ISC Report details the substantial evidence in support of the violations of laws, rules and regulations contained in the SAV. First, Representative Schweikert failed to take reasonable steps to ensure his campaign committees operated in compliance with applicable laws and standards of conduct, including Federal Election Commission Act (FECA) reporting requirements. Specifically, between July 2010 and December 2017, Representative Schweikert’s campaign committees erroneously disclosed or failed to disclose at least $305,000 in loans or repayment of loans made or obtained for the benefit of his congressional campaigns; failed to report at least $25,000 in disbursements made by his campaigns; failed to report more than $140,000 in contributions received by his campaigns; and falsely reported making disbursements totaling $100,000. The errors violated FECA’s reporting requirements, House Rule XXIII, clause 1, which requires Members to act in a manner that reflects creditably upon the House, and paragraph 2 of the Code of Ethics for Government Services, which requires Members to uphold the laws of the United States. These errors also form the basis for Counts I through VI of the SAV.

Second, between January 2011 and July 2018, Representative Schweikert’s former Chief of Staff made over $270,000 worth of impermissible outlays on behalf of Representative Schweikert’s cam-

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4 SAV at 3.
5 See id. at 22–27.
campaign⁶ and at least three other members of Representative Schweikert’s congressional staff made impermissible outlays, totaling less than $500.⁷ Representative Schweikert knew or should have known that Mr. Schwab made substantial purchases on behalf of his campaign, but did not prevent the practice. Congressional employees are prohibited under federal law from making contributions to the campaign of their employing Member; certain outlays, even if reimbursed, are considered contributions and are thus impermissible. Accordingly, Representative Schweikert did not act in a manner that reflected creditably on the House, in violation House Rule XXIII, clause 1, and failed to uphold the laws and regulations of the United States in violation of paragraph 2 of the Code of Ethics for Government Service. This violation forms the basis for Count VII of the SAV.⁸

Third, Representative Schweikert misused campaign funds for personal purposes by accepting personal items from staff that were reimbursed by campaign funds. Between 2011 and 2018, at least four members of Representative Schweikert’s congressional staff paid for personal items for Representative Schweikert, including food and babysitting services, and were then reimbursed for those items by Representative Schweikert’s campaign.⁹ The conversion of campaign funds to personal use violated FECA and the FEC’s implementing regulations, violated House Rule XXIII, clause 6, which states campaign funds must be kept separate and cannot be converted to personal use, and violated paragraph 2 of the Code of Ethics for Government Service.¹⁰ The conversion of campaign funds to personal use also forms the basis for Count VIII of the SAV.¹¹

Fourth, Representative Schweikert’s Members’ Representational Allowance (MRA) was used for non-official purposes. Between January 2011 and November 2017, Representative Schweikert’s official resources—including official funds, staff time, and congressional office space—were improperly used for unofficial and campaign purposes.¹² Members are responsible for ensuring proper management of their MRA and Representative Schweikert failed to provide the oversight necessary to prevent misuse of his MRA. The misuse of Representative Schweikert’s MRA violated 31 U.S.C. § 1301, House Rule XXIII, clause 1 and paragraph 2 of the Code of Ethics for Government Service and formed the basis for Count IX of the SAV.¹³

Fifth, members of Representative Schweikert’s congressional staff were pressured to perform campaign work. Representative Schweikert’s former Chief of Staff testified that he was pressured to perform campaign work, specifically to fundraise, and in return, he had an expectation that congressional staff fundraise on behalf of the campaign.¹⁴ Pressuring official staff to perform campaign work violated House Rule XXIII, clause 1 and formed the basis for Count X of the SAV.¹⁵

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¹ Id. at 14.
² Id. at 17.
³ Id. at 27–28.
⁴ Id. at 17–18.
⁵ Id. at 29.
⁶ Id.
⁷ Id. at 18–21.
⁸ Id. at 20–21.
⁹ Id. at 21–22.
¹⁰ Id. at 31–32.
Finally, Representative Schweikert violated House Rule XXIII, clause 1 by failing to exercise the proper diligence necessary in responding to the allegations and the ISC determined that his testimony lacked credibility. Representative Schweikert’s lack of candor and due diligence formed the basis for Count XI of the SAV.

The ISC also investigated additional allegations for which it did not find a violation. The ISC unanimously concluded allegations that Representative Schweikert may have authorized compensation to an employee who did not perform duties commensurate with his House employment and that he or his campaign committee may have received loans or gifts from a congressional employee could not be substantiated. The ISC further determined that no additional actions were necessary to address omissions in Representative Schweikert’s FD Statements in consideration of the amendments filed to address those omissions.

IV. RESPONSE TO REPRESENTATIVE SCHWEIKERT’S VIEWS

On June 27, 2020, Representative Schweikert submitted views in response to the draft report of the Investigative Subcommittee stating, “critically, I agree with the ISC’s statement that I bear ultimate responsibility for ensuring that my congressional office and my campaign adhere to both the letter and spirit of the wide array of laws, rules, and regulations that govern our important work.” Representative Schweikert also accepted the ISC’s conclusion that he fell short of his duty to adequately supervise his staff and others working on his behalf, deferred to the ISC’s discretionary authority regarding his cooperation with its investigation, and requested that the Committee approve the settlement agreement negotiated with the ISC. Representative Schweikert, however, also challenges some of the “assertions” in the ISC report.

Representative Schweikert suggests that Mr. Schwab’s testimony should not be credited because he admitted to “acts of dishonesty.” The ISC, however, made clear throughout its report that it did not rely exclusively on Mr. Schwab’s testimony to find violations. Furthermore, as the ISC explained, had it credited uncorroborated portions of Mr. Schwab’s testimony, Representative Schweikert would likely be facing harsher penalties. Many aspects of Mr. Schwab’s testimony were corroborated by other witnesses or documents obtained by the ISC and there is substantial evidence to support the violations contained in the SAV to which Representative Schweikert admits.

Representative Schweikert also expresses confusion at the ISC’s finding that his cooperation fell short of the standards it expected, but his bewilderment ignores the ISC’s central concern that he did not identify or address errors in his FEC reports identified by OCE for over a year. Representative Schweikert had reason to know of many FEC reporting errors but did not promptly advise the ISC of

\[16\] Id. at 32–33.  
[17] Id.  
[18] See ISC Report at 90.  
[19] Id. at 93.  
[21] Id. at 2, 6.  
them, despite having numerous opportunities to do so and despite the ISC’s specific requests that he identify the errors.

In addition, the Committee defers to the ISC’s findings that Representative Schweikert’s testimony lacked candor at times. In taking issue with the ISC’s questioning strategy, Representative Schweikert attempts to shift his responsibility to provide truthful and candid testimony into an affirmative duty of the ISC to inform him whenever he gave untruthful testimony. However, the ISC findings with respect to his lack of candor were not over minor memory lapses or slight deviations from others’ testimony but were due to its serious concerns regarding Representative Schweikert’s own affirmative and self-serving statements, some which were not responsive to any question posed, and which were squarely inconsistent with the record the ISC obtained.23

The Committee appreciates that Representative Schweikert made substantial efforts to cooperate with the investigation by, among other things, producing thousands of pages of documents in response to the ISC’s requests for information and by submitting a *sua sponte* report detailing his campaign’s acceptance of outlays; however, as the ISC explained, “there is no number of pages produced or dollars spent on lawyers that can substitute for actually acknowledging and providing candid responses to specific allegations of unethical conduct.”24

Throughout the course of this investigation, Representative Schweikert made vague or misleading statements to the ISC and OCE that allowed him to evade the statute of limitations for the most egregious violations of campaign finance laws, his document productions were slow or non-responsive to several of the ISC’s requests for information regarding FEC errors, and he gave self-serving testimony that lacked candor. Efforts like the ones Representative Schweikert undertook to delay and impede the ISC’s investigation were not only highly detrimental to the Committee’s work and reputation of the House, they were themselves sanctionable misconduct.

This matter should serve as an important reminder to all individuals within the House community that when confronted with allegations of unethical conduct, they should take immediate steps to investigate and correct the issues and ensure that they do not occur again in the future. Allowing unethical conduct to continue in a Member’s campaign and/or congressional office makes that Member complicit in the violation and the offending Member will be held accountable. Moreover, when an individual delays acknowledging violations under review by the Committee that they know to be true, not only can the work of the Committee be impeded, but such stalling is inconsistent with the duty of candor owed to the Committee, may be viewed as an aggravating factor depending on the circumstances, or, as was the case in this matter, lead to a finding of a separate violation.

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23 *Id.* at 97.
24 *Id.*
V. REASONS FOR RECOMMENDED SANCTION

The cumulative violations in this matter are serious and occurred on a continuous and prolonged basis. While all of the violations detailed above were concerning, the Committee was disturbed by the events described in counts three and four of the SAV in particular. Those counts detailed how Representative Schweikert’s campaign committee falsely reported that he had loaned the campaign $100,000, when no such loan had been made, and then falsely reported making $100,000 in disbursements, which served to adjust the campaign’s reported cash on hand that was propped up by the fictitious loan. These errors were not only flagrant and egregious violations of campaign finance law, the falsely reported loan improperly inflated his campaign’s finances, thus making Representative Schweikert’s campaign appear to meet its financial goals while depriving the public of accurate and transparent accounting of the true state of his campaign. The falsely reported loan was subsequently included in the Schweikert’s overall assets listed in personal financial statements they submitted to a bank in connection with a line of credit the bank provided in support of Representative Schweikert’s campaign. However, as detailed in Count II of the SAV, the line of credit was never disclosed to the FEC. In addition to these interconnected reporting violations, Representative Schweikert’s campaign further benefited from a scheme in which his former Chief of Staff made significant, yet impermissible, campaign expenditures. As detailed in Count VII of the SAV, Mr. Schwab waited weeks, and sometimes months, to seek reimbursements from the campaign for his purchases, thereby providing the campaign with enough liquidity to meet its other obligations, or in other instances, allowing the campaign to post higher cash on hand totals.

The ISC considered whether a House-level sanction of censure was appropriate given that the violations in this matter were serious, cumulative, and occurred on a continuous and prolonged basis. The ISC ultimately agreed to recommend a lesser sanction than censure, “due in large part to the congressman’s willingness to accept responsibility and agreement to pay a substantial monetary fine.” The Committee defers to the ISC’s sanction recommendation, which is that Representative Schweikert be reprimanded and fined $50,000, and recognizes that by admitting to the violations and waiving his additional procedural rights, Representative Schweikert has saved the House the further use of sig-
nificant resources and allowed this matter to be closed expeditiously.34

Therefore, the Committee recommends Representative Schweikert be reprimanded for the violations discussed above. In addition to public reprimand, the Committee recommends that the House, by adoption of this Report, impose a $50,000 fine on Representative Schweikert for his misconduct and that the fine be payable to the U.S. Treasury no later than October 30, 2020.

The Committee further recommends that the House of Representative adopt a resolution in the following form and that the adoption of this Report will serve as a reprimand of Representative Schweikert and the imposition of a $50,000 fine under the conditions outlined herein:

**HOUSE RESOLUTION**


**VI. STATEMENT UNDER HOUSE RULE XIII, CLAUSE 3(c)**

The Committee made no special oversight findings in this Report. No budget statement is submitted. No funding is authorized by any measure in this Report.

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34See Comm. on Ethics, *In the Matter of Allegations Relating to Representative Laura Richardson*, H. Rept. 112–642, 112th Cong. 2d Sess. 15 (2012) (seeking reprimand of Member for serious violations following negotiated settlement agreement in which a Member admitted to violations).
ADOPTED BY THE INVESTIGATIVE SUBCOMMITTEE ON JUNE 30, 2020

116TH CONGRESS, 2ND SESSION
U.S. HOUSE OF REPRESENTATIVES
COMMITTEE ON ETHICS

IN THE MATTER OF ALLEGATIONS RELATING TO
REPRESENTATIVE DAVID SCHWEIKERT

June 30, 2020

Mr. PHILLIPS, from the Investigative Subcommittee, submitted the following

REPORT

To the Committee on Ethics
INVESTIGATIVE SUBCOMMITTEE

Dean Phillips, Minnesota
  Chairman
Bill Flores, Texas
  Ranking Member
Jamie Raskin, Maryland
John Katko, New York

REPORT STAFF

Thomas A. Rust, Chief Counsel/Staff Director
Brittney Pescatore, Director of Investigations

Janet M. Foster, Counsel
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Danielle Appleman, Investigator
Caroline Taylor, Investigative Clerk
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116TH CONGRESS, 2ND SESSION
U.S. HOUSE OF REPRESENTATIVES
COMMITTEE ON ETHICS

IN THE MATTER OF ALLEGATIONS RELATING TO
REPRESENTATIVE DAVID SCHWEIKERT

June 30, 2020

REPORT OF THE INVESTIGATIVE SUBCOMMITTEE

I. INTRODUCTION

On June 14, 2018, the Committee on Ethics (Committee) impaneled this Investigative Subcommittee (ISC) to investigate allegations referred by the Office of Congressional Ethics (OCE) that Representative David Schweikert may have authorized the misuse of his Members’ Representational Allowance (MRA) for improper purposes and that he may have accepted improper campaign contributions from his then-Chief of Staff, Richard Oliver Schwab. On December 20, 2018, the Committee unanimously voted to expand the ISC’s jurisdiction to include allegations raised in a second referral from OCE that Representative Schweikert may have used official resources to benefit his campaigns, pressured official staff to perform campaign activities, authorized compensation to an employee who did not perform duties commensurate with the compensation the employee received, received loans or gifts from a congressional employee, and omitted required information from his House financial disclosure statements and Federal Election Commission (FEC) candidate committee reports.

The ISC conducted a detailed investigation into these numerous and wide-ranging allegations. Through its investigation, the ISC determined that Representative Schweikert’s campaign committees made a series of reporting errors, ranging from technical errors to more substantive falsehoods, and his campaign accepted hundreds of thousands of dollars in impermissible advances from Mr. Schwab. The ISC also found that Representative Schweikert’s campaign funds were used to reimburse staff for expenditures made for his personal use, including babysitting services, meals, dry-cleaning, and travel. While those campaign finance violations were ongoing, Representative Schweikert presided over a congressional office in which official resources were misused to support his campaign. This misuse primarily centered around Mr. Schwab, who Representative Schweikert frequently pressured to perform campaign work, and who expected other congressional staff to assist in campaign-related tasks. As discussed further in this Report, the ISC found some allegations raised by OCE’s referrals could not be substantiated.

Representative Schweikert has attempted to cast himself as an unknowing participant or victim in response to many of these allegations and sought to lay much of the blame at the feet of Mr. Schwab and the compliance professionals he trusted to oversee his campaign committees.
The ISC is well-aware that Members have demanding schedules that do not afford them the time to tend to the minutiae of every campaign transaction or congressional office task to ensure their campaigns and congressional offices operate in full compliance with relevant rules and laws. Members often delegate such oversight and compliance responsibilities to others, as Representative Schweikert did with Mr. Schwab in this matter and with individuals employed by his campaign compliance firm. But Members must be held to account when they know or should know of ethical violations that occur within the organizations they oversee; abdicate their duty to supervise the staff to whom they delegate substantial responsibilities; disregard concerns as they are brought to their attention; and hamstring compliance professionals by not supplying necessary information or providing false information. Representative Schweikert not only engaged in such conduct, in some instances (particularly with respect to campaign reporting requirements), he was a direct participant in conduct that resulted in violations.

When the time came for him to address allegations of his wrongdoing, Representative Schweikert made repeated assurances that he intended to cooperate. Representative Schweikert did provide a substantial document production and made several meaningful efforts towards cooperation, and the ISC has considered those actions in assessing the matter. Nonetheless, Representative Schweikert did not follow-through on many of his assurances and delayed in providing any meaningful response to key issues under investigation. The ISC was troubled that he waited over a year to address allegations of serious reporting violations detailed in OCE’s Second Referral, after repeatedly attempting to waive off the matter as the product of inadvertent errors. Moreover, his testimony before the ISC, which was interspersed with incoherent or misleading statements that were contradicted by the record, fell well short of the duty of candor Members are expected to provide.

Based on the totality of misconduct, the ISC unanimously concluded that there is substantial reason to believe that Representative Schweikert violated House Rules and other laws, rules, and standards of conduct, and that a House-level sanction is warranted. On June 30, 2020, after negotiating a resolution of this matter with Representative Schweikert, the ISC adopted a Statement of Alleged Violations (SAV) against Representative Schweikert finding that he engaged in a series of misconduct that did not reflect credibly on the House in violation of House Rule XXIII, clause 1, and failed to uphold the laws and regulations of the United States in violation of paragraph 2 of the Code of Ethics for Government Service. As part of the negotiated resolution, Representative Schweikert agreed to admit to all the violations in the SAV and waive further procedural steps.

The ISC, by this Report, unanimously recommends that the full Committee submit a public report to the House with a resolution that Representative Schweikert be reprimanded for his conduct and fined in the amount of $50,000. Representative Schweikert has agreed to accept these recommended sanctions. With respect to the views Representative Schweikert submitted in response to the ISC’s Report, the ISC does not believe they are in clear contravention of the agreed upon terms of the settlement in this matter, but they raise questions about whether he has truly accepted responsibility for his actions or whether he appreciates that the violations in this matter stemmed from his own conduct and inaction. Indeed, his views appear to be a furtherance of his tendency to blame others, including Mr. Schwab and, now, ISC counsel, for his own ethical failures. It is the ISC’s expectation that, going forward, Representative Schweikert will abide
faithfully by the terms of the settlement, including accepting responsibility for the violations he has already agreed that he committed.

While the ISC was not swayed by Representative Schweikert’s attempts to portray himself as the victim of rogue staffers and incompetent compliance professionals, the ISC believes all House Members would benefit from greater awareness of the rules, laws, and regulations at issue in this matter, as well as a reminder that Members may be held responsible for the misconduct of those who work under their supervision. The ISC has made several advisory recommendations to the Committee in this Report, with the hope that Representative Schweikert’s lapses will serve as a cautionary tale to all House Members.

II. PROCEDURAL HISTORY

On November 2, 2017, The Washington Examiner published an article entitled “A lot of cash is flowing to David Schweikert’s chief of staff Oliver Schwab.” The article contained allegations from at least three anonymous sources accusing Mr. Schwab of using taxpayer money to enrich himself, including by booking a personal vacation using official funds and by seeking reimbursements for numerous office supply purchases. The article also noted that Mr. Schwab had received more than $160,000 through his one-man consulting firm, Chartwell Associates, from Representative Schweikert’s campaign and political committees in addition to his congressional office.

On November 16, 2017, OCE informed the Committee it had initiated two preliminary reviews, one into Mr. Schwab and one into Representative Schweikert, relating to similar allegations. After OCE opened its preliminary reviews, but before the matter was referred to the Committee, Representative Schweikert reached out to the Committee, through his counsel, seeking to “self-report” the matter under review by OCE. On April 11, 2018, OCE informed the Committee that it had opened two additional preliminary reviews into other allegations concerning Representative Schweikert and Mr. Schwab.

On April 16, 2018, OCE sent two referrals (OCE’s First Referrals) to the Committee recommending that the Committee further review allegations that:


2 Committee Rule 18(c) provides that a House Member or staffer may submit a written request to the Chair and Ranking Member of the Committee for an investigation into that individual’s own conduct. The Committee encourages self-reporting of potential violations of House Rules, laws, and other standards of conduct. As a general proposition, self-reported matters, when accompanied by full cooperation, may be resolved more expeditiously than other matters. Self-reporting does not guarantee or prevent any particular outcome in a matter. The Committee may consider voluntary disclosure as a mitigating factor when determining how to resolve a matter, however, the Committee does not consider self-disclosure of violations following the commencement of a preliminary review by OCE to be “self-reports” in the same sense as disclosure of allegations that are not already part of the congressional ethics investigative process.

3 One of the Report and Findings pertained to allegations against Mr. Schwab. On July 9, 2018, Mr. Schwab left House employment and the Committee’s jurisdiction over him ended.
1. Representative Schweikert and Mr. Schwab, may have misused or authorized the misuse of House resources;
2. Representative Schweikert may have failed to ensure that his campaign committees complied with applicable rules regarding contributions from congressional employees;
3. Mr. Schwab may have improperly made personal outlays on behalf of Representative Schweikert’s principal campaign committees; and
4. Mr. Schwab may have received income beyond the outside earned income limit for senior staff.¹

Representative Schweikert also received notice of OCE’s First Referrals on April 16, 2018. That same date, Representative Schweikert and Mr. Schwab, through their counsel, informed the Committee that Representative Schweikert’s campaign committee intended to file a sua sponte complaint with the FEC regarding the transactions at issue in OCE’s First Referrals.² On May 1, 2018, Representative Schweikert and Mr. Schwab provided a joint response to OCE’s First Referrals.³ On June 8, 2018, the Committee sent a letter to Representative Schweikert and Mr. Schwab.⁴

On June 28, 2018, the Committee announced that it had unanimously voted to establish an ISC to determine whether Representative Schweikert or Mr. Schwab violated the Code of Official Conduct or any law, rule, regulation or other applicable standard of conduct with respect to the allegations raised in OCE’s First Referrals. On July 9, 2018, Mr. Schwab left House employment after resigning from his position as Representative Schweikert’s Chief of Staff. On the date of Mr. Schwab’s resignation, the ISC’s and the Committee’s jurisdiction over Mr. Schwab ended.

On September 5, 2018, OCE transmitted a separate and additional Report and Findings (OCE’s Second Referral) to the Committee recommending that the Committee further review allegations that Representative Schweikert may have:

1. Used official resources to benefit his campaigns and pressured official staff to perform official activity;

¹ Report and Findings of the Office of Congressional Ethics (Review No. 17-4790) (Appendix B) (hereinafter OCE’s First Referrals).
² Exhibit 1. Counsel also requested guidance on how to “cure” outstanding impermissible campaign outlays, “or whether further steps may be taken by Congressman Schweikert and Oliver Schwab to ensure that any violations of House Rules have been adequately addressed.” Id.
³ Exhibit 2. The response stated they were awaiting direction from the Committee on how to effectuate a refund of MRA funds spent on travel by Mr. Schwab and how to address impermissible outlays reimbursed by the campaign. Id.
⁴ Exhibit 3. In its letter, the Committee noted “[a]ny comment from the Committee on your past conduct and what, if any, steps are necessary to remedy that conduct must await the conclusion of the Committee’s investigation,” but added “[o]f course, if you are aware of inaccurate reporting on required disclosures previously filed with the [FEC], those inaccuracies should be promptly and accurately corrected.” Id. The Committee urged caution in taking any additional remedial steps, highlighting that House Rule XXIV would generally prohibit Mr. Schwab from reimbursing the MRA for official expenditures with his personal funds, and that any attempt by staff to repay the campaign for reimbursed outlays could further implicate the restriction on contributions to an employing Member. Id.
2. Authorized compensation to an employee who did not perform duties commensurate with the compensation the employee received;
3. Received loans or gifts from a congressional employee; and
4. Omitted required information from his House financial disclosure statements and FEC candidate committee reports. ⁸

OCE found substantial reason to believe these four allegations and recommended that the Committee further review the allegations. OCE also reviewed a fifth allegation, that Representative Schweikert tied official activities to campaign or political support. OCE did not find substantial reason to believe the fifth allegation and recommended that allegation be dismissed.

On December 20, 2018, the Committee announced it unanimously voted to expand the ISC’s jurisdiction to include the four allegations referred for further review in OCE’s Second Referral. The ISC was unable to complete its investigation prior to the end of the 115th Congress. Accordingly, on May 3, 2019, the Committee announced that it had unanimously voted to re-authorize an ISC for the 116th Congress to review allegations involving Representative Schweikert.

The Committee’s general investigative jurisdiction includes the current and three previous Congresses. Pursuant to House Rule XI, clause 3(b)(3) and Committee Rule 18(d), the Committee may not begin an investigation involving allegations outside that general jurisdiction unless it votes to determine that the allegations occurring prior to the third previous Congress are directly related to alleged violations that occurred within the Committee’s general jurisdiction. The Committee also voted to determine that the allegations referred to the ISC relating to conduct that occurred prior to the 113th Congress was directly related to allegations relating to conduct that occurred in the 113th Congress and subsequent Congresses ⁹.

The ISC met four times in the 115th Congress and 22 times in the 116th Congress. The ISC sent 15 requests for information and authorized five subpoenas. Committee staff reviewed and additional documents responsive to those requests. The ISC also reviewed materials provided by OCE. In total, the ISC reviewed over 200,000 pages of materials. The ISC also

⁸ Report and Findings of the Office of Congressional Ethics (Review No. 18-2234) (Appendix B) (hereinafter OCE’s Second Referral).
⁹ Some of the allegations contained in OCE’s Second Referral included conduct occurring prior to 2013. With respect to the allegation regarding the use of official resources for campaign purposes, OCE’s Second Referral included allegations that Mr. Schniect, as well as two other members of Representative Schweikert’s congressional staff, worked on political matters while in the House offices and/or during their workday throughout 2011 to 2017. OCE’s Second Referral also included allegations that Representative Schweikert may have omitted required information from his annual Financial Disclosure Statements from 2010 to 2016. According to OCE, Representative Schweikert may have failed to properly disclose: (1) several real-estate related investments and corresponding liabilities associated with those properties in his 2010 to 2014 House financial disclosure statements; (2) the existence of certain bank accounts in his 2010 to 2016 House financial disclosure Statements; and (3) credit card liabilities in his 2010 and 2014 House financial disclosure Statements. In addition, OCE alleged that Representative Schweikert repeatedly failed to disclose information about receipts, disbursements and irregularities with respect to his FEC campaign committee reports from January 2010 to at least February 2015.
conducted 18 witness interviews, including one pursuant to a court order, and a voluntary interview of Representative Schweikert.

The ISC’s investigation was prolonged by difficulty obtaining documents and information from Representative Schweikert. Representative Schweikert’s productions to the ISC’s initial requests for information spanned over 12 months. Because Representative Schweikert did not directly address many of the allegations raised in OCE’s Referrals, despite repeated requests from the ISC and assurances that he was working cooperatively with the FEC on the issues, the ISC authorized an additional request for information on December 9, 2019. Representative Schweikert provided a partial response on January 6, 2020 and a further response on January 31, 2020.

Representative Schweikert also asked that his interview be expedited and the ISC granted his request, but Representative Schweikert was ill-prepared to address many of the ISC’s questions during his interview, including questions based on the OCE referrals that he had been in possession of for over a year and a half.

In light of the many delays and difficulty in contacting or receiving information from relevant witnesses, the ISC informed Representative Schweikert it would be willing to curtail its fact finding, including forgoing an interview of Joyce Schweikert, if Representative Schweikert would stipulate to certain material facts that might otherwise have been further investigated. On May 1, 2020, counsel for Representative Schweikert and the ISC came to agreement on a set of stipulations, which the ISC approves.11 Following negotiations, Representative Schweikert and the ISC agreed to terms for the resolution of the ISC’s investigation. As part of that agreement, Representative Schweikert agreed to admit to the violations in the SAV and waive further procedural steps. The ISC also provided Representative Schweikert with a draft of this Report, and Representative Schweikert has submitted his views in response.12

On June 30, 2020, the ISC voted to adopt the SAV and this Report, and transmit the SAV, Report, and Representative Schweikert’s views in response to the Report to the Committee.

### III. FINDINGS

Representative Schweikert has been a Member of the United States House of Representatives since 2011, representing Arizona’s 5th congressional district from 2011 to 2012, and Arizona’s 6th congressional district from 2013 to the present.

Beginning with his successful 2010 campaign for Congress and continuing into 2018, Representative Schweikert’s campaign committees and congressional office engaged in an assortment of unethical conduct. Much of the misconduct centered around Representative Schweikert’s former campaign manager and Chief of Staff, Richard Oliver Schwab.

Mr. Schwab served as Representative Schweikert’s campaign manager from 2010 until early 2012 and resumed a campaign management role between January 2013 until July 2018. Mr.

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11 See Appendix C.
12 See Appendix E.
Schwab also served in his congressional office as Chief of Staff from January 2011 to June 2012, Senior Adviser from September 2012 to May 2013, and Chief of Staff from May 2013 to July 2018.

Mr. Schwab had a very close relationship with Representative Schweikert throughout this time. Representative Schweikert considered Mr. Schwab to be “more like [a] son” and acknowledged placing an “excessive amounts of trust” in Mr. Schwab, while Mr. Schwab testified they had a “very close family-style” relationship. For much of the period under review, Mr. Schwab and Representative Schweikert routinely flouted rules prohibiting Members from accepting impermissible gifts and improper contributions from their congressional staff and misused official resources to benefit Representative Schweikert’s campaign.

Many Members place their trust in their chiefs of staff and campaign managers, and delegate a substantial amount of responsibility to such individuals; nonetheless, Members remain ultimately responsible for oversight of their congressional office and campaigns. Representative Schweikert delegated many responsibilities to Mr. Schwab but abdicated his duty to perform any meaningful oversight of him. This led to a dynamic in which Representative Schweikert’s campaign and congressional staff felt dissuaded from raising concerns about Mr. Schwab; those staff who did raise concerns about Mr. Schwab found Representative Schweikert to be dismissive and unwilling to take any meaningful action.16

Several witnesses interviewed by the ISC or OCE raised issues about Mr. Schwab’s credibility. All four Members of the ISC were present for some portion of Mr. Schwab’s deposition and had the opportunity to assess his credibility for themselves. The ISC generally credited Mr. Schwab’s testimony, which was provided under penalty of perjury, but found that his assertions regarding the conduct of Representative Schweikert and others were sometimes exaggerated, while he at times minimized his own misconduct. In light of these issues, the ISC was careful to ensure that its findings did not rely exclusively on Mr. Schwab’s testimony, and were corroborated to some extent by testimony from other witnesses or documentary evidence. Indeed, if the ISC relied upon the uncorroborated portions of Mr. Schwab’s testimony to make its findings, its analysis of this matter would be very different and Representative Schweikert would be facing harsher penalties for his conduct.

Other violations occurred not as a result of Mr. Schwab’s conduct, but due to Representative Schweikert’s failure to ensure his campaign committees complied with applicable laws. Those offenses involved campaign reporting errors that ranged from technical inaccuracies and omissions to outright falsehoods. Representative Schweikert was aware of many of these errors as they were occurring yet failed to take corrective actions. In some instances, he facilitated the errors by omitting information or providing inaccurate information to individuals who prepared his campaign committees FEC filings.

13 ISC Interview of Employee B; ISC Interview of Employee C; ISC Interview of Employee A.
14 ISC Interview of Representative Schweikert.
15 ISC Interview of Oliver Schwab.
16 OCE Interview of Employee D (OCE’s Second Referral, Exhibit 5); ISC Interview of Employee B; ISC Interview of Campaign Consultant; ISC Interview of 2012 Campaign Manager.
The misconduct reviewed by the ISC was wide-ranging and long-spanning, and when viewed in the aggregate, a clear pattern of indifference emerges. Representative Schweikert was indifferent to ensuring the offices he oversaw complied with applicable laws and other standards of conduct. He was indifferent to taking corrective actions after learning of reporting errors or ongoing campaign violations and unresponsive to campaign and official staff members’ concerns about Mr. Schwab’s conduct. The ISC’s investigation was treated with similar indifference; Representative Schweikert delayed responding to its requests and his testimony was punctuated by dissembling and incoherent statements. Representative Schweikert’s indifference to ethical norms resulted in systemic ethical failures, which were prolonged by his failure to demonstrate full candor and reasonable diligence in responding to the ISC’s investigation.

As detailed below, by engaging in this conduct, Representative Schweikert brought discredit upon the House and failed to uphold the laws and regulations of the United States, in violation of House Rule XXIII, clause 1 and paragraph 2 of the Code of Ethics for Government Service.

A. Findings Relating to Campaign Finance

1. Overview

Since his 2010 campaign, Representative Schweikert has had the following authorized campaign committees and campaign treasurers, with each campaign committee having served as the designated principal campaign committee for at least one congressional election cycle:

<table>
<thead>
<tr>
<th>Authorized Campaign Committee Names</th>
<th>Designated as Principal Campaign Committee</th>
<th>Treasurer(s) as reported in Statement of Organization Filed with Federal Election Commission (FEC)</th>
</tr>
</thead>
</table>
| David Schweikert for Congress\(^{17}\) | 2010 election | • Joyce Schweikert (October 24, 2007 – May 29, 2013)  
• Treasurer D (May 29, 2013 – June 9, 2017)  
• Treasurer C (June 9, 2017 – December 20, 2017)  
• Treasurer E (December 20, 2017 – April 13, 2018)  
• Treasurer B (April 13, 2018 – present) |
| Schweikert for Congress\(^{18}\) (terminated in October 2013) | 2012 election | • Treasurer A (January 20, 2011 – January 13, 2012)  
• Treasurer B (January 13, 2012 – May 29, 2013)  
• Treasurer D (May 29, 2013 – October 11, 2013) |
• Treasurer C (June 9, 2017 – December 20, 2017)  
• Treasurer E (December 20, 2017 – April 13, 2018)  
• Treasurer B (April 13, 2018 – present) |

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From at least July 2010 through at least December 2017, Representative Schweikert and/or his campaign committees routinely violated federal campaign finance laws and regulations. The ISC found that Representative Schweikert’s campaign committees disclosed a loan that was not made and improperly disclosed or failed to disclose at least an additional $205,000 in loans or loan repayments made or obtained for the benefit of his congressional campaigns. At least $25,000 in disbursements made by David Schweikert for Congress and Schweikert for Congress from 2011 through 2013 and more than $140,000 in receipts received by David Schweikert for Congress between 2010 and 2013 were not reported. Schweikert for Congress also reported making $100,000 in campaign expenditures that were never actually made. Representative Schweikert’s campaigns also improperly accepted contributions from employees of his congressional office. The ISC also determined that at least $1,476.90 of Representative Schweikert’s campaign funds were used for impermissible personal purposes.

Representative Schweikert’s spouse played a significant role in managing his campaign committees’ finances until at least early 2013; during that time, his campaign committees failed to disclose tens to hundreds of thousands of dollars in contributions and disbursements that were made with campaign funds, falsely reported making disbursements with campaign funds that did not occur, did not follow FEC regulations regarding proper disclosure of loans and loan repayments, and reported receiving a $100,000 loan from the candidate that did not exist. After campaign staffers raised concerns about irregular activity by Mrs. Schweikert, she was replaced as treasurer for the campaign and a professional compliance firm was hired, but that compliance firm was neither directed or empowered to address the problems that staff had flagged; instead a new campaign committee was organized and new accounts created, and the professional compliance firm continued to file false or incomplete reports with the FEC.

In some instances, Representative Schweikert facilitated these reporting errors by failing to provide information from his campaign treasurers and/or compliance professionals; in other cases, Representative Schweikert learned of false statements and omissions in reports after they were filed with the FEC yet failed to ensure that corrective actions were taken to fix the errors for years after learning of the errors. In 2018, OCE opened a review into allegations relating to errors and omissions in his candidate committee FEC reports, and reported finding substantial reason to believe various loans, repayments, contributions, and expenditures were not disclosed consistent with applicable laws and regulations. However, Representative Schweikert insisted publicly that the allegations referred by OCE related to “clerical mistakes” while neglecting requests from the ISC for over a year to identify those mistakes and the steps taken to address those mistakes.20

The flouting of campaign finance laws and regulations was not limited to disclosure violations. Among other issues, Representative Schweikert’s campaign committees accepted substantial campaign contributions from his Chief of Staff, Oliver Schwab, largely in the form of outlays on behalf of his campaign totaling hundreds of thousands of dollars. These improper advances from Mr. Schwab enabled Representative Schweikert’s campaign to inflate quarterly financial figures and make campaign expenditures – including personal loan repayments to the

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Schweikert’s— that it would not otherwise have had the liquidity to make. By reporting hundreds of thousands of dollars’ worth of Mr. Schwab’s reimbursement payments through various means that obscured the true (and improper) source of funds, including listing the payee as Mr. Schwab’s consulting company and credit card companies, Representative Schweikert’s FEC filings hid the extent to which Mr. Schwab was fronting money to the campaign on a regular basis.

In some instances, Mr. Schwab billed Representative Schweikert’s campaign for services when in fact he was seeking reimbursements for outlays he had made on behalf of the campaign. In other cases, however, Mr. Schwab billed the campaign for services in order to recoup expenses he or other members of Representative Schweikert’s congressional staff incurred on Representative Schweikert’s personal behalf. A campaign staff member raised concerns with Representative Schweikert about the frequency of reimbursements and payments Mr. Schwab was receiving from the campaign, yet Representative Schweikert took no action and the practice continued unabated.

The House Ethics Manual (Ethics Manual) cautions that “a Member or employee must take reasonable steps to ensure that any outside organization over which he or she exercises control— including the individual’s own authorized campaign committee or, for example, a ‘leadership PAC’—operates in compliance with applicable law.”

The Ethics Manual further states:

While [Federal Election Campaign Act (FECA)] and other statutes on campaign activity are not rules of the House, Members and employees must also bear in mind that the House Rules require that they conduct themselves ‘at all times in a manner that shall reflect creditably on the House’ (House Rule 23, clause 1). In addition, the Code of Ethics for Government Service, which applies to House Members and staff, provides in § 2 that government officials should ‘[u]phold the Constitution, laws and legal regulations of the United States and of all governments therein and never be a party to their evasion.’ Accordingly, in violating FECA or another provision of statutory law, a Member or employee may also violate these provisions of the House rules and standards of conduct.

The Committee has sanctioned Members for misconduct relating to a successful campaign for election to the House and campaign finance violations, ranging from misuse of campaign funds to acceptance of excessive contributions. With respect to reporting violations, whether they are

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21 Ethics Manual at 123.
related to FEC reports or Financial Disclosure Statements, the Committee strongly encourages Members to take prompt corrective action, including voluntarily filing appropriate amendments.\textsuperscript{23}

As detailed below, Representative Schweikert did not take reasonable steps to ensure that his campaign committees operated in compliance with applicable laws. Despite Representative Schweikert’s efforts to dismiss the issues as minor mistakes or the conduct of wayward staff acting without his knowledge or support, the ISC found substantial reason to believe that Representative Schweikert facilitated many of the most egregious errors. Furthermore, while he took some positive steps towards his compliance obligations, including hiring one compliance firm in 2013 after initial issues emerged with his campaign, and hiring another compliance firm in December 2017 after another set of issues came to light, Representative Schweikert nonetheless demonstrated insufficient regard for FECA’s reporting requirements by not empowering those firms to take complete and prompt corrective actions with respect to several significant reporting errors and omissions. Representative Schweikert’s failure to take reasonable actions to ensure his campaign committees followed applicable laws led to systemic FECA violations and his indifference to many of these issues continued even after they were summarized in great detail by the OCE. Viewed in the aggregate, Representative Schweikert’s conduct did not reflect creditability on the House, and was a violation of House Rule XXIII, clause 1. By failing to ensure his campaign committees operated in full compliance of FECA and laws that prohibit congressional staff from making contributions to their employing Members’ campaigns, he further violated paragraph 2 of the Code of Ethics for Government.

2. Failure to Disclose Metro Phoenix Bank Loan

i. Background

On July 19, 2010, Representative Schweikert, his spouse, and Sheridan Equities LLC, applied for a $75,000 revolving line of credit from Metro Phoenix Bank (MPB), which the bank’s records from that time indicate was intended to be used for “marketing [Representative] Schweikert’s [political] campaign.”\textsuperscript{24} Sheridan Equities LLC is a single-member limited liability corporation based in Arizona owned by Representative Schweikert. On July 30, 2010, the Schweikerts and Sheridan Equities LLC obtained the $75,000 revolving line of credit from MPB.\textsuperscript{25} The line of credit was secured by three rental properties, which were held by Sheridan Equities, with a total estimated value of $273,000.\textsuperscript{26}

\textsuperscript{23} See Comm. on Ethics, In the Matter of Allegations Relating to Representative Vernon G. Buchanan, H. Rpt. 112-588, 112th Cong. 2d Sess. 5-6 (2012) (acknowledging that filers may first become aware of errors after being notified by members of the media or outside groups who review the statements and other public records) (hereinafter "Buchanan").

\textsuperscript{24} See Exhibit 4 at COE.SCHWEIKERT.5231. According to MPB Official A, Representative Schweikert was initially referred to the bank by a member of its Board. OCE Interview of MPB Official A.

\textsuperscript{25} Id. at COE.SCHWEIKERT 5234. Though the terms of the line of credit were described by MPB officials as "standard" and "boilerplate," the loan was "atypical" given that the bank did not routinely give such small loans. OCE Interview of MPB Official A, OCE Interview of MPB Official B.

\textsuperscript{26} Id. at COE.SCHWEIKERT.5232.
Representative Schweikert funded in-kind contributions to his principal campaign committee, David Schweikert for Congress, using funds from the MPB line of credit on the following dates:

- August 2, 2010 ($11,557 cashier’s check payable to Blue Point LLC)\textsuperscript{27}
- August 2, 2010 ($24,589.80 wire to Anthem Media Inc)\textsuperscript{28}
- August 4, 2010 ($26,000 cashier’s check payable to Blue Point LLC)\textsuperscript{29}

The funds disbursed from the MPB line of credit were reported as disbursements by David Schweikert for Congress on:

- July 30, 2010 ($24,589.80 to Anthem Media LLC for “TV & Radio”)\textsuperscript{30}
- August 2, 2010 ($11,557 to Blue Point LLC for “Mail Design and Printing”)\textsuperscript{31}
- August 4, 2010 ($26,000 to Blue Point LLC for “Mail Design and Printing”)\textsuperscript{32}

On February 2, 2011, the Schweikerts and Sheridan Equities LLC requested the line of credit be increased by $79,000 for non-campaign-related purposes.\textsuperscript{33} On or about February 14, 2011, the Schweikerts and Sheridan Equities obtained a $79,000 increase to the line of credit from MPB, for a total value of $154,000.\textsuperscript{34} The increased line of credit was secured by an additional rental property owned by Sheridan Equities LLC.\textsuperscript{35} The ISC did not obtain evidence that the additional funds were used in connection with Representative Schweikert’s campaign.\textsuperscript{36} Additional terms were added to the MPB line of credit between March 2013 and October 2014. Those terms included:

- March 5, 2012: Maturity date of the loan was extended from March 5, 2012 to May 5, 2013.\textsuperscript{37}
- May 31, 2013: Maturity date of the loan was extended from May 5, 2013 to June 5, 2018.\textsuperscript{38}
- August 16, 2013: Metro Phoenix Bank agreed to release and reconvey the deed of trust and assessment of rents for 5920 W. State Ave., Glendale, AZ, to accommodate the sale of the property.\textsuperscript{39}
- July 21, 2014: Metro Phoenix Bank agreed to release and reconvey the deed of trust and assessment of rents for 6413 W Lamar Rd., Glendale, AZ, to accommodate the sale of the property.\textsuperscript{40}

\textsuperscript{27} Id. at COE.SCHWEIKERT.5313.
\textsuperscript{28} Id. at COE.SCHWEIKERT.5309.
\textsuperscript{29} Id. at COE.SCHWEIKERT.5317.
\textsuperscript{30} David Schweikert for Congress, 2010 Pre-Primary Report of Receipts and Disbursements, at 40 (Aug. 12, 2010).
\textsuperscript{31} Id. at 43.
\textsuperscript{32} Id. at 45.
\textsuperscript{33} Exhibit 4 at COE.SCHWEIKERT.005318-COE.SCHWEIKERT.005319.
\textsuperscript{34} Id. at COE.SCHWEIKERT.005328.
\textsuperscript{35} Id.
\textsuperscript{36} Id. at COE.SCHWEIKERT.005407-5408.
\textsuperscript{37} Id. at COE.SCHWEIKERT.005378.
\textsuperscript{38} Id. at COE.SCHWEIKERT.005386.
\textsuperscript{39} Id. at COE.SCHWEIKERT.005401.
\textsuperscript{40} Id. at COE.SCHWEIKERT.005402.
• July 30, 2014: Metro Phoenix Bank agreed to release and reconvey the deed of trust and assessment of rents for 3338 E Willetta St., Phoenix, AZ, to accommodate the sale of the property;\textsuperscript{41} and
• October 8, 2014: Loan re-amortized over a 15-year period, with remaining collateral on one property: 3013 N 64\textsuperscript{th} Dr., Phoenix, AZ.\textsuperscript{42}

The Schweikerts made repayments to the line of credit, using their personal funds, on a monthly basis from approximately October 2010 to February 2015. On February 6, 2015, the line of credit was fully repaid.\textsuperscript{43}

At the time the MPB line of credit was obtained, Representative Schweikert’s principal campaign committee was David Schweikert for Congress, and its treasurer was Representative Schweikert’s spouse. David Schweikert for Congress did not report the MPB line of credit to the FEC, did not report that the expenditures from the MPB line of credit were in-kind contributions from Representative Schweikert, and did not report the Schweikerts’ repayment of the draws on the line of credit.

Representative Schweikert admitted that he and Mrs. Schweikert, who had served as campaign treasurer for David Schweikert for Congress at the time the line of credit was initially obtained, failed to take any steps to ensure the loan activity was reported. Their rationale for not doing so was their belief that such information was not required to be disclosed to the FEC.\textsuperscript{44} When Mrs. Schweikert was replaced as treasurer of David Schweikert for Congress, her replacement was not informed of the line of credit and so the campaign committee continued to omit information regarding the loan from its reports to the FEC.\textsuperscript{45}

Although Representative Schweikert did not believe the line of credit needed to be disclosed, allegations that he had failed to report such a loan surfaced before the loan had been fully paid off. In August 2012, a local blog speculated that funds Representative Schweikert obtained from MPB were being used to support Representative Schweikert’s campaign, citing publicly available real property records demonstrating that the deeds for the properties securing the loan had been transferred to MPB.\textsuperscript{46} The blog post alleged: “it’s possible that Schweikert and his new friends at Metro Phoenix bank are financing an off-the-books shadow campaign fund for Schweikert.”\textsuperscript{47} Notwithstanding the speculation surrounding his campaign’s relationship with MPB, Representative Schweikert’s campaign committee did not amend or otherwise make any filings to disclose that the $75,000 line of credit from MPB was obtained and that funds drawn from it were used in support of his campaign. At the time, the blog post caught the attention of

\begin{footnotesize}
\begin{itemize}
\item Id. at COE.SCHWEIKERT.005403
\item Id. at COE.SCHWEIKERT.005405
\item Id. at COE.SCHWEIKERT.005408, see Appendix C ¶ 3.
\item Appendix C ¶ 4.
\item Id. ¶¶ 5, 11.
\item Id.
\end{itemize}
\end{footnotesize}
MPB officials, who circled it among themselves, as well as Mr. Schwab, who received an email alert with a link to the blog post. 48

On April 11, 2018, OCE informed Representative Schweikert that it was reviewing allegations that he may have omitted required information from his Financial Disclosure Statements and FEC candidate committee reports. On the same date, the OCE sent him a request for, *inter alia,* “[a]ll documents or communications associated with any lines of credit or loans that you or any business you are associated with received from Metro Phoenix Bank.” In response to the request, Representative Schweikert’s counsel stated that they believed OCE’s requests stemmed from the August 2012 blog post referenced above, and argued that the blog entry made “unfounded allegations” against the congressman “that were not corroborated or followed up on by any credible media entities.” 49 Representative Schweikert did not comply with OCE’s request for documents associated with any lines of credit or loans that he or any business he is associated with received from MPB. On June 13, 2018, his counsel told OCE: “[i]f you have specific questions about items in the financial disclosure, please direct those to counsel. Nothing OCE has provided appears to have any reasonable articulate basis to justify a broad and sweeping inquiry into information already disclosed on financial disclosures.” 50

On June 8, 2018, following Representative Schweikert’s request for guidance regarding impermissible outlays his campaign had made, the Committee advised him that if he was aware of any inaccurate reporting on required disclosures previously filed with the FEC, “those inaccuracies should be promptly and accurately corrected.” At that time, the Committee encouraged him to make any appropriate *sua sponte* submission to the FEC relating to the matters under review. 51 Shortly after receiving that guidance, Representative Schweikert informed the FEC in a *sua sponte* submission of certain errors related to improper outlays, but he did not inform it of the omission of the MPB line of credit. 52

On September 5, 2018, the Committee transmitted to Representative Schweikert OCE’s Second Referral, which included a detailed section alleging the $75,000 MPB line of credit was improperly omitted from his principal campaign committee’s FEC filings between 2010 and 2015. On that date, the Committee provided him with the opportunity to respond, in writing, to OCE’s Second Referral. On October 3, 2018, he responded, through counsel:

Regarding the allegations that the Congressman may have omitted information from his [FEC] candidate committee reports . . . . the Congressman has been working to cure any such inadvertent errors or discrepancies for several months. A new FEC compliance firm

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48 See Exhibit 5. Mr. Schwab was not working for Representative Schweikert’s campaign at that time.

49 Exhibit 6. Representative Schweikert later informed the OCE Board that the allegations reviewed by OCE “reminded [him] of an August 2012 anonymous blog entry during [his] Republican primary that contained many unsubstantiated and false allegations . . . . [t] is worth noting that the author of those blog posts subsequently came forward on his own volition and offered an apology to me for making those false allegations.” Exhibit 7.

50 Exhibit 6.

51 Id.

52 Exhibit 51
was retained at the end of 2017, and the Congressman’s counsel has engaged with FEC staff to work cooperatively to resolve any issues.  

However, neither he, nor anyone acting on his or his campaign committees’ behalf, informed the FEC or the Committee of the omission of the MPB line of credit at that time. On December 21, 2018, the ISC requested that Representative Schweikert identify any errors or omissions in his FEC reports; he did not address the MPB line of credit omission in his response to this request. 

In response to the ISC’s repeated follow up requests for specific information or documents relating to FEC reporting errors, Representative Schweikert’s counsel consistently referenced the congressman’s cooperation with a self-reported FEC review. However, Representative Schweikert did not specifically address the allegations relating to the MPB loan until the ISC sent a second request for information on December 9, 2019, that specifically directed him to state whether he obtained this line of credit in support of his campaign and inform the ISC whether and when the campaign committee intended to disclose the line of credit to the FEC. In response, on January 6, 2020, Representative Schweikert’s counsel informed the ISC that “it appears that Schweikert for Congress inadvertently failed to disclose that Representative Schweikert funded certain loans to his campaign with a $75,000 line of credit obtained from MPB.”  

The FEC was subsequently alerted to this omission on January 27, 2020, slightly less than five years from when the line of credit was paid off.  

During his interview with the ISC, Representative Schweikert testified that he was unaware the line of credit was improperly omitted from his FEC filings until February 27, 2020, the day before the interview:

Q. At the time you obtained the loan for the line of credit, did you receive any guidance regarding whether the line of credit needed to be disclosed on any FEC reports?  

A. No. And this may be my sin, I didn’t ask. I just -- I assumed. I didn’t even assume. I didn’t think about it.  

Q. So when did you first realize that that line of credit hadn’t been properly disclosed on FEC reports?  

A. Brutally honest answer. What time did I talk to you yesterday? About 3 o’clock in the afternoon? 

53 Exhibit 88.  
54 Exhibit 25.  
55 Exhibit 8 (Jan. 27, 2020) email from Representative Schweikert’s counsel to FEC staff stating, “it appears that the David Schweikert for Congress committee funded certain campaign disbursements in 2010 with a $75,000 line of credit from Metro Phoenix Bank secured by Representative Schweikert, his wife, and Sheridan Equities, but the line of credit was not disclosed on the committee’s reports.” The FEC’s statute of limitations for civil enforcement of FECA violations is five years.
A. That’s my first time I even found out there was such a thing where if I had line of credit on use from that money, that it also had to be on the FEC. 56

i. Relevant Laws, Rules, and Other Applicable Standards of Conduct

Campaigns must disclose all receipts, including any monetary donations, in-kind contributions, or loans, on reports to the FEC. 57 Certain loans, including a bank loan or line of credit, require additional reporting on Schedule C-1, including the disclosure of:

1. The date, amount, and interest rate of the loan, advance, or line of credit;
2. The name and address of the lending institution; and
3. The types and value of collateral or other sources of repayment that secure the loan, advance, or line of credit, if any. 58

This is true even where the bank loans are obtained by the candidate and then contributed to the campaign, rather than loaned directly to the campaign committee. 59 Loans “must be reported continuously until repaid” and the Schedule C-1 must be updated if the terms of the loan or line of credit are restructured. 60

Pursuant to paragraph 2 of the Code of Ethics for Government Services, Members are expected to uphold the laws and legal regulations of the United States, and never be a party to their evasion. Members must also act in a manner that reflects creditably on the House, pursuant to House Rule XXIII, clause 1.

ii. Findings

Candidates must disclose bank loans obtained for campaign-related purposes, including the terms and any collateral used in support of the loan. 61 Between July 2010 and February 2015, Representative Schweikert’s principal campaign committees did not disclose to the FEC that he

56 ISC Interview of Representative Schweikert.
57 52 U.S.C. § 30104(b)(2); 11 C.F.R. § 104.3(a)(3). For contributions that exceed $200 in an election cycle, the campaign committee must disclose the name of the person who made the contribution, the date and amount of the contribution. 52 U.S.C. § 30104(b)(3). In-kind contributions from a candidate’s personal funds that exceed $200 in an election cycle must also be disclosed. See Federal Election Commission Campaign Guide: Congressional Candidates and Committees, at 95-96, (June 2014), https://www.fec.gov/resources/cms-content/documents/candgui.pdf (hereinafter FEC Campaign Guide).
58 11 C.F.R. § 104.3(d)(1)(ii)(iii). See also FEC Campaign Guide at 110-111 (reporting guidance on candidate’s loan derived from a line of credit).
59 id.
60 id.
61 11 C.F.R. § 100.83(e); 11 C.F.R. § 104.3.
obtained a line of credit in support of his campaign, the terms of the line of credit, modifications to the line of credit, or the repayment of the line of credit.

Representative Schweikert did report the MPB line of credit in his House Financial Disclosure Statements for the relevant years. However, the disclosure of required information in House financial reports does not relieve candidates of their duty to comply with the FEC’s separate reporting requirements. For example, in 2019, the FEC imposed a $35,000 civil fine arising out of inaccurate 2012 FEC reports where a candidate disclosed loans of “personal funds” that were in fact borrowed from commercial lenders, including a line of credit that had been disclosed by the candidate on his Senate Financial Disclosure Statements.\(^{53}\) Moreover, even though Representative Schweikert’s House disclosure statements disclosed the existence of the line of credit - which was already a matter of public record based on Arizona real property records - they did not disclose that the line of credit was used for his campaign.

Representative Schweikert advised the ISC that neither he nor Mrs. Schweikert, who served as his campaign treasurer at the time the MPB line of credit was obtained, believed it needed to be disclosed to the FEC.\(^ {53}\) According to Representative Schweikert’s counsel, the failure to disclose the line of credit was “caused by a mistaken understanding that the funds were Representative Schweikert’s ‘personal funds’ even though they originated with the line of credit.”\(^ {54}\)

As a preliminary matter, Members should exercise caution when selecting campaign treasurers due to the “pivotal role” treasurers play in ensuring campaign committees remain in compliance with FECA.\(^ {55}\) By running a frugal campaign in 2010, Representative Schweikert saved costs by entrusting Mrs. Schweikert to prepare his campaign filings without the aid of a professional compliance firm, but in so doing put his campaign committees at greater risk for non-compliance given that Mrs. Schweikert had only a “basic” understanding of relevant campaign finance laws and reporting rules.\(^ {56}\) Nonetheless, Mrs. Schweikert did demonstrate a basic understanding of the rules regarding the disclosure of loans - and the source of those loans - made to campaigns. Prior to when the MPB line of credit was obtained, she had served as treasurer of the David Schweikert for Congress campaign committee for several years, and during that time she reported hundreds of thousands of dollars in loans the David Schweikert for Congress campaign committee received and identified the source of those loans as coming from Representative Schweikert’s personal funds.\(^ {57}\) Yet she did not disclose any loan information.

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\(^{52}\) See e.g., Ted Cruz for Senate, et al. (MUR 7001). The FEC imposed a $35,000 civil fine when the candidate failed to report margin loans and a line of credit obtained in support of campaign, notwithstanding the fact that candidate disclosed the loans on his Senate Disclosure Statements.

\(^{53}\) Appendix C ¶ 4.

\(^{54}\) Exhibit 25.


\(^{56}\) ISC Interview of Representative Schweikert. Representative Schweikert maintained that Mrs. Schweikert was “familiar with the basics” of campaign finance laws and reporting rules, but acknowledged that after some of her bookkeeping errors were brought to his attention, it was time to “stop trying to nickel-and-dime” and he retained a professional compliance firm. Id.

\(^{57}\) The campaign committee filings that disclosed those loans indicated that the source of the loans came from the candidate’s personal funds. See e.g., David Schweikert for Congress, 2007 Year-End Report of Receipts and
related to the $75,000 line of credit Representative Schweikert obtained from MPB in support of his campaign. In 2011, Schweikert for Congress inaccurately reported that the campaign committee received a personal loan from Representative Schweikert. According to Representative Schweikert, Mrs. Schweikert input the loan as an inadvertent mistake that occurred after he had intended to apply for, but ultimately did not obtain, a line of credit. Paradoxically, if the ISC were to find his testimony credible in that regard, it would also need to find that by 2011, Mrs. Schweikert was aware that the MPB line of credit obtained in 2010 needed to be reported to the FEC.

Furthermore, by August 2012, the question of whether MPB was funding an “off-the-books . . . shadow campaign” for Representative Schweikert was an issue of public discussion, but Representative Schweikert did not take any steps at that point to ensure his campaign was fully complying with applicable laws and regulations related to the line of credit, and the line of credit continued to go unreported to the FEC.

The omission of this information was further prolonged as a result of Representative Schweikert’s failure to inform the compliance firm that was retained in January 2013 to take over bookkeeping responsibilities from Mrs. Schweikert of the line of credit.

Even after OCE began investigating allegations that he omitted information in his FEC filings in April 2018, Representative Schweikert did not act to take appropriate corrective steps to address the reporting omission. Through counsel, he questioned the validity of the OCE’s investigation by suggesting it was improperly based on the same blog post that questioned whether MPB funds were being used for his campaign, referring to the allegations in the blog entry as “unfounded.” Any meaningful review of this issue by this point would have shown that the line of credit should have been reported to the FEC, but no such review appears to have been undertaken at that time. Following his September 2018 receipt of OCE’s Second Referral, which thoroughly detailed the omission of the MPB line of credit and applicable laws and regulations, Representative Schweikert could have taken prompt actions to ensure proper amendments were

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Disbursements, at 143-144 (Jan. 30, 2008) (disclosing receipt of a $50,000 and $100,000 in unsecured loans from Representative Schweikert); David Schweikert for Congress, July 2010 Quarterly Report of Receipts and Disbursements, at 104 (Jul. 15, 2010) (disclosing receipt of a $225,000 unsecured loan from Representative Schweikert).

In some matters, candidates mistakenly designate loans originating from banks or a line of credit as loans from their personal funds without providing the required information regarding the source bank. In this case, Representative Schweikert’s campaign made no disclosures regarding the source of funds obtained by MPB.


Exhibit 6.

OCE’s Second Referral at 39-41.
filed with the FEC. But the FEC was not advised of the undisclosed MPB line of credit until January 2020, more than a year after the failure to disclose it was highlighted by OCE and more than a year after the Committee advised Representative Schweikert that any inaccurate disclosures to the FEC should be promptly and accurately corrected. The disclosure to the FEC only came after the ISC inquired about whether such disclosure had been made. Representative Schweikert’s assertion that he had only learned that the MPB line of credit should have been reported to the FEC the day before his testimony further underscores his apparent indifference to ensuring his campaign committees operated in full compliance with applicable laws and regulations.\(^3\)

In the context of financial disclosure reporting violations, the Committee has cautioned Members to promptly file amendments whenever they learn of errors or omissions, and has warned that knowing and willful violations may result in civil or criminal penalties.\(^4\) In this matter, the ISC did not find sufficient evidence to determine that the initial omission of the MPB line of credit was willful. Nonetheless, Representative Schweikert did not make the disclosures related to the line of credit as required under FECA, the failure to disclose was at minimum a consequence of inadequate oversight of his campaign’s reporting, and moreover, when given reason to know that his campaign had failed to make required disclosures, he did not take appropriate steps to correct the error.

These actions did not reflect creditably on the House and resulted in a prolonged failure by Representative Schweikert to uphold laws and regulations of the United States, including provisions of the FECA and the FEC’s implementing regulations. Accordingly, the ISC found Representative Schweikert violated House Rule XXIII, clause 1, and paragraph 2 of the Code of Ethics for Government Services. The ISC recommends that Representative Schweikert continue to work cooperatively, and in a fully transparent manner, with the FEC to ensure that all appropriate corrective measures are taken.\(^5\)

\(^3\) ISC Interview of Representative Schweikert. According to Representative Schweikert, he read the OCE’s Second Referral, but “must have gone right over” the section regarding the MPB line of credit omission. Id.

\(^4\) Ethics Manual at 265; see also Buchanan (determining no further action was necessary in recognition of the fact that there was no evidence that Member’s failure to file correct and complete information in his financial disclosures was either knowing or willful, and because, “very shortly” after the Member was notified by the OCE that his disclosures were inaccurate, he submitted information to the Clerk of the House to publicly amend the disclosures with corrected information).

\(^5\) The ISC further notes that, to the extent that Representative Schweikert’s spouse made repayments to campaign-related draws on the line of credit with funds that were not Representative Schweikert’s personal funds, she may have made excessive contributions to his campaign. See Advisory Op. Cunningham (AO 1994-26) at 4 (“Repayments of the draws on these lines of credit must originate from contributions that are permissible under the Act.”).
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3. Falsely Reported $100,000 Personal Loan and Falsely Reported $100,000 Disbursements

i. Background

On January 31, 2012, the Schweikert for Congress campaign committee disclosed in its 2011 Year-End Report that Representative Schweikert had loaned it $100,000 of his personal funds on December 25, 2011.76 No such loan was actually made.77

Representative Schweikert testified that, in late December 2011, he intended to apply for a $100,000 line of credit that he anticipated using as a personal loan to his campaign.78 Mrs. Schweikert entered a $100,000 personal loan from Representative Schweikert into Schweikert for Congress’s financial tracking software used to generate the committee’s FEC disclosure reports,79 but the $100,000 loan was never made to the Schweikert for Congress campaign committee. The loan entry in the campaign’s financial tracking software, however, was not removed and a $100,000 loan entry was included in Schweikert for Congress’s reports to the FEC, beginning with the 2011 Year End Report.

The individual serving as treasurer of Schweikert for Congress on the date the loan was alleged to have been made was not aware that Representative Schweikert reported making a $100,000 personal loan to his campaign or that the loan was fictional.80 That individual, Treasurer A, was a campaign volunteer who was asked by Representative Schweikert to serve as the official treasurer after he was elected to Congress; however, from the start of Treasurer A’s involvement as campaign treasurer in January 2011, her role was largely limited to disclosure of campaign contributions, while Mrs. Schweikert retained responsibility for handling the reporting of the campaign committee’s expenditures and loans.81 As part of her role as treasurer, Treasurer A had access to the committee’s FEC reporting software and reconciled the committee’s bank statements with deposits prior to filing a disclosure report.82 Treasurer A was “very concerned” about signing FEC filings because she had limited knowledge of the campaign’s finances, which were primarily overseen by Mrs. Schweikert.83 She, however, testified that she had a “great deal of confidence in Joyce [Schweikert]’s ability.”84

Around the same time the $100,000 loan was reportedly made to Schweikert for Congress, Treasurer A was replaced by Treasurer B.85 Treasurer A testified that she intended to stay on as treasurer at that time, but Mr. Schwab informed her at that time that she would no longer be

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77 See Exhibit 9 at COE SCHWEIKERT 005585-COE SCHWEIKERT 005590.
78 ISC Interview of Representative Schweikert.
79 ISC Interview of Representative Schweikert; ISC Interview of Treasurer A.
80 ISC Interview of Treasurer A; Appendix C 5.5.
81 ISC Interview of Treasurer A; Appendix C 6.2.
82 ISC Interview of Treasurer A.
83 Id.
84 Id.
85 Exhibit 10.
serving as treasurer. Mr. Schuab gave her no reason for the change. Treasurer B began to transition into the treasurer role for Schweikert for Congress in December 2011. On December 20, 2011, five days prior to when Representative Schweikert’s campaign reported that the fictional $100,000 loan was made, Treasurer B told a personal friend, via email, that she had just become “Schweikert’s campaign treasurer,” and explained, “Joyce [Schweikert] doesn’t want to sign [the FEC reports] since she’s spouse and [Treasurer A] has some trepidation about being the responsible party.” Treasurer B, who had previously worked with Representative Schweikert’s real estate business, had no prior campaign treasurer experience and told her friend she would need “a crash course on campaign finance law.” On January 13, 2012, Schweikert for Congress filed an amended Statement of Organization, reflecting Treasurer B’s replacement of Treasurer A as campaign treasurer.

On January 31, 2012, Treasurer B signed the Schweikert for Congress 2011 Year-End Report, which was the first disclosure of the fictional $100,000 loan. Like her predecessor, Treasurer B had access to the committee’s FEC reporting software and reviewed committee bank statements but was not aware that the $100,000 loan had not been made and was not involved in inputting the information into the filing software. The Schweikerts did not recall telling the Schweikert for Congress campaign treasurers or other individuals who worked on preparing or reviewing the 2011 Year-End Report, or any ensuing FEC reports that referenced this loan, that the $100,000 loan had never actually been made.

The reporting of the $100,000 loan inflated Representative Schweikert’s overall campaign cash totals. The day after the loan was reported, Representative Schweikert’s campaign consultant commented in a news article that the campaign reached near its finance goals going into Representative Schweikert’s 2012 primary election. The loan was also listed by the Schweikerts as an asset in connection with personal financial disclosure statements provided to MPB in support of the line of credit they originally obtained in 2010.

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86 ISC Interview of Treasurer A.
87 Id.
88 Id., Exhibit 10.
89 Id.; ISC Interview of Treasurer B.
92 ISC Interview of Treasurer B. On December 25, 2011, the same date the campaign reported receiving the $100,000 personal loan from Representative Schweikert, Representative Schweikert emailed Mr. Schuab from his campaign email account and asked, “what is your log on for FEC data?” See Exhibit 11.
93 Appendix C.5.
94 Ronald J. Hansen, Pinal County Sheriff: Bebeia’s war chest tops field, The Arizona Republic, (Feb. 1, 2012), http://archive.azcentral.com/arizonarepublic/local/articles/2012/02/01/20120201/pinal-county-sheriff-bebeia-wars-chest-tops-field.html#FeczYeGMaERlRa (noting that “Schweikert raised $170,000 at the end of 2011 and began 2012 with $700,000 in cash. Although that was less than others, such as Quayle, had raised, Schweikert largely reached his own goals, said Campaign Consultant, a spokesman for the Schweikert campaign.”). On or about April 15, 2012, the Schweikerts provided a personal financial statement to MPB asserting they had $600,000 in campaign loans in assets—a figure that included the fictional $100,000 loan. See Exhibit 12 at COE: SCHWEIKERT.005414. MPB Official A said that the bank did not verify the Schweikerts’ campaign debt due to the small size of the loan. OCE Interview of MPB Official A.
In October and November 2012, the Schweikert for Congress campaign committee reported making $100,000 in payments to Blue Point LLC, a company owned by Representative Schweikert’s campaign consultant, Campaign Consultant.\(^6\) Schweikert for Congress bank accounts for the same period, however, did not show these disbursements being made. The $100,000 was spread out into 5 irregularly-sized payments, and therefore looked similar to the large mail-related disbursements Campaign Consultant’s company typically received:

- October 5, 2012 disbursement for $23,972\(^7\)
- October 15, 2012 disbursement for $11,580\(^8\)
- October 19, 2012 disbursement for $18,868\(^9\)
- October 26, 2012 disbursement for $22,580\(^10\)
- November 2, 2012 disbursement for $23,000\(^11\)

By misreporting the $100,000 disbursements to Blue Point LLC, Schweikert for Congress was able to balance its accounts and report an ending cash on hand of only $7,488.54 at the close of the 2012 election cycle.\(^12\) Without the false Blue Point disbursements, the campaign committee would have reported an ending cash on hand of $107,488.54, which would have included the December 25, 2011, $100,000 loan that was never received by the campaign. Accordingly, the misreported disbursements served to cover the misreported loan that was never received and allowed the campaign to adjust its bank accounts at the end of 2012.

Representative Schweikert’s campaign manager at the time, 2012 Campaign Manager, testified that a few weeks after the 2012 general election, when post-general election reports were filed, he asked Campaign Consultant about the disbursements to Blue Point LLC because he did not believe the campaign did mailings for the general election.\(^13\) Campaign Consultant informed him that he had not produced any mail nor been paid for mail during that time.\(^14\) According to Representative Schweikert, this $100,000 in disbursements to Blue Point LLC was “misreported” by Mrs. Schweikert to the FEC,\(^15\) but the ISC received no further explanation why the fictional disbursements were reported in the first place.

In December 2012, 2012 Campaign Manager made a reference to Mr. Schwab about Mrs. Schweikert having stolen money from the campaign: “let’s seriously consider the fact that Joyce

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\(^8\) Id. at 20.


\(^13\) ISC Interview of 2012 Campaign Manager.

\(^14\) Id.

\(^15\) Appendix C ¶ 8.
[Schweikert] has stolen AT LEAST 4 times that from the [campaign committee]. 106 2012 Campaign Manager subsequently testified that he was only joking when he made this assertion. 107 Mr. Schwab testified that, after 2012 Campaign Manager made that reference, he “immediately” raised the need to “professionalize the bookkeeping” of the campaign with Representative Schweikert. 108

In late 2012, Mr. Schwab, 2012 Campaign Manager, and Campaign Consultant informed Representative Schweikert there were issues with Mrs. Schweikert’s campaign financial activities, including that the campaign committee misreported disbursements to Blue Point LLC that had not been made. 109 Following those discussions, Representative Schweikert told Mr. Schwab that he wanted to “get the books away from Joyce [Schweikert].” 110

Compliance Firm 1 was retained in January 2013 to take over management of the campaign finances, including campaign treasurer duties, and to create a new campaign committee, Friends of David Schweikert. 111 An employee of that compliance firm, Treasurer D, officially replaced Treasurer B as campaign treasurer in May 2013, but Compliance Firm 1 began taking over compliance and treasurer responsibilities in January 2013. 112 Compliance Firm 1 was not advised that the $100,000 personal loan had not actually been made, nor were they made aware of the misreported disbursements to Blue Point LLC. 113

To effectuate the transfer of responsibilities, a partner of Compliance Firm 1 requested that Treasurer D receive access to the committees’ accounting software and be given access to the bank accounts. 114 Treasurer D also followed-up on that request. On at least two occasions in February 2013, Treasurer D asked Mrs. Schweikert for access to the David Schweikert for Congress and Schweikert for Congress accounts at Chase Bank; 115 however the ISC did not find evidence showing that Mrs. Schweikert ever gave Treasurer D, or any other individual at Compliance Firm 1, access to the accounts. 116

106 Exhibit 13.
107 ISC Interview of 2012 Campaign Manager (“I’ll just say right now that this was a joke between Oliver and I. This was so screwing around on email and we were not serious about that. It was like a running joke we had over frustration with slow reimbursements and things like that.”).
108 ISC Interview of Oliver Schwab (following receipt of 2012 Campaign Manager’s email, he “immediately went to Mr. Schweikert” and said, “It is time to professionalize the bookkeeping of this campaign work.”).
109 Id.; ISC Interview of Campaign Consultant. ISC Interview of 2012 Campaign Manager.
110 ISC Interview of Representative Schweikert; ISC Interview of Oliver Schwab.
111 Exhibit 14. (Jan. 2, 2013 email from Oliver Schwab to Treasurer C at Compliance Firm 1: “[Representative Schweikert] wanted me to ask if you would take our 2014 [campaign account] on as a client for this next cycle.”).
112 Id.
113 Appendix C ¶¶ 10, 11.
114 Exhibit 14.
115 Exhibit 15 (Feb. 21, 2013 email from Treasurer D to Joyce Schweikert suggesting, “It might be helpful for you to add me on as a signer for the Chase account”); Exhibit 16 (Feb. 25, 2013 email from Treasurer D to Joyce Schweikert suggesting again, “Hey Joyce, I will get you access to the chase online [account] so I can get to the bank statements?”).
116 ISC Interview of Treasurer D. Mrs. Schweikert closed the bank accounts on Apr. 8, 2013, and June 17, 2013, respectively. Exhibit 17 at COE.SCHWEIKERT.005506; Exhibit 9 at COE.SCHWEIKERT.005711.
The Schweikerts never advised Treasurer D that the $100,000 loan had not been made.\textsuperscript{117} Instead, Mrs. Schweikert appears to have sought to have the cash on hand from the previous campaign committees moved to the Schweikerts’ personal bank accounts as repayment for the debt.\textsuperscript{118}

On January 6, 2013, Treasurer D emailed Mrs. Schweikert and Mr. Schwab, outlining her understanding of the campaign committees’ debts at that time, including “Schweikert for Congress (Primary 2012) $230,000.00.”\textsuperscript{119} The $230,000 referenced by Treasurer D was comprised of the fictional December 25, 2011, $100,000 loan and a $130,000 personal loan Representative Schweikert made to his campaign on or about August 22, 2012. On February 4, 2013, Mrs. Schweikert emailed Treasurer D stating, “I need to have [the cash on hand] balance in our private real estate bank account soon.”\textsuperscript{120} On February 20, 2013, Mrs. Schweikert sent an email to Treasurer D with the subject line, “money move,” and stated: “we will need to move money before the month ends. I need to show as much $$$ in our bank [account].”\textsuperscript{121} When Treasurer D asked: “Could you clarify what money you would like to move from which account for what purposes?” Mrs. Schweikert replied: “All [the] $$$ you can afford for loan payback. Send [Representative Schweikert] a check. I will post on old committee for personal pay down.”\textsuperscript{122} Mrs. Schweikert sent a follow-up email to Treasurer D that same day at 2:06 p.m., stating: “Please ask all fundraisers . . . if they have checks out still to give you for deposit. Is the correct process to send you a [check] for all net January & February $$$ that has hit old [campaign account] – Chase bank[.] Then when you deposit in BB&T [bank account], you can then send [Representative Schweikert] a big [check] for personal loan payback.”\textsuperscript{123}

Despite Mrs. Schweikert’s requests, Schweikert for Congress did not report making any repayments to Representative Schweikert for the fictional $100,000 loan. All of the loan repayments during late 2012 and throughout 2013 were attributed to the $130,000 personal loan he made in August 2012, and the $100,000 loan was deemed “forgiven” in the fall of 2013.

On August 10, 2013, Mrs. Schweikert emailed Treasurer D, and stated, “David and I have decided to settle some of the remaining debt on the 2012 committee” and asked Treasurer D to “release the $100,000 [December 25, 2011 personal loan] as settled” and “close [the Schweikert for Congress] committee. We would like for this to happen in the next few weeks. We will then just keep working on the very old debt from 2008/2010 committee.”\textsuperscript{124} This was the earliest indication in the ISC’s record that the Schweikert stopped seeking payments from the campaign for the loan that did not exist. The ISC was not able to determine precisely what motivated the Schweikert’s to abandon their efforts to be paid by the campaign for the fictional debt.

\textsuperscript{117} Appendix C ¶ 5.
\textsuperscript{118} During this time the Schweikerts were applying for a house loan. Exhibit 18.
\textsuperscript{119} Exhibit 19.
\textsuperscript{120} Exhibit 20.
\textsuperscript{121} Exhibit 21.
\textsuperscript{122} Id.
\textsuperscript{123} Id.
\textsuperscript{124} Exhibit 22.
According to Representative Schweikert, the $100,000 loan was reported to the FEC as a result of a “screw-up” in connection with a line of credit he planned to obtain:

I had started the paperwork to do a credit line on the house, and in the chaos, maybe it just never got completed, and it [had] already been put down on the FECs. It should not have been done, it was a mistake.\(^{125}\)

Representative Schweikert testified he first became aware that the $100,000 loan had been falsely reported nearly a year after it was first reported, after the 2012 election.\(^{126}\) At that point, he recalled having a “tense concern saying we can’t have anything where we benefit. This has to get fixed, and my understanding is that’s what happened.”\(^{127}\) Representative Schweikert further testified that he assumed Mrs. Schweikert was aware that the $100,000 personal loan was not made.\(^{128}\)

Representative Schweikert told the ISC the issue was “taken care of” through “paperwork.”\(^{129}\) but admitted that he did not advise the new compliance firm of the reporting error.\(^{130}\) On October 11, 2013, Schweikert for Congress filed a termination report stating, among other things, that the December 25, 2011 $100,000 loan had been “forgiven.” On October 12, 2013, Schweikert for Congress filed with the FEC a September 30, 2013 memorandum, signed by Representative Schweikert, in which he falsely stated: “Please be advised that as of September 30, 2013 I have forgiven the outstanding $100,000 loan, incurred on December 25, 2011, from my personal funds to the Schweikert for Congress Committee 2012 Primary Election.”\(^{131}\) At that time, Representative Schweikert was aware that no such loan existed.

In his testimony to the ISC, Representative Schweikert acknowledged, “in retrospect,” different paperwork should have been filed.\(^{132}\) Representative Schweikert testified he was not advised by anyone to say that the loan was forgiven and said: “if I was a better lawyer, but not having gone to law school, we probably should have done it a different way. But it still accomplishes the same thing, it cleaned it up.”\(^{133}\)

On November 5, 2013, the FEC accepted the Schweikert for Congress termination report and allowed for the Schweikert for Congress campaign committee to be terminated. Prior to its termination, Schweikert for Congress falsely reported the existence of the $100,000 loan to the FEC in the following reports:

\(^{125}\) ISC Interview of Representative Schweikert.
\(^{126}\) Id.
\(^{127}\) Id.
\(^{128}\) Id.
\(^{129}\) Id.
\(^{130}\) Id., Appendix C ¶ 5.
\(^{132}\) ISC Interview of Representative Schweikert.
\(^{133}\) Id.
On April 11, 2018, OCE initiated a review involving allegations of inaccurate FEC reports and sent Representative Schweikert a request for, *inter alia,* “[a]ll documents or communications related to any personal loans or contributions [Representative Schweikert] made to Schweikert for Congress in 2011-2012, including but not limited to, all documents or communications evidencing the source of those loans or contributions.” Representative Schweikert did not cooperate with OCE’s request and did not advise the OCE that the $100,000 personal loan had not been made. Instead, on June 13, 2018, his counsel told the OCE:

A comprehensive accounting of any personal loans made to Schweikert for Congress can be found in publicly available FEC reports. According to those records, Mr. Schweikert made two personal loans to his campaign during the 2011-2012 election cycle. The first was made on December 25, 2011, in the amount of $100,000; the second was made on August 22, 2012, in the amount of $130,000.¹³⁵

On June 8, 2018, the Committee informed Representative Schweikert that, if he was aware of any inaccurate reporting on required disclosures previously filed with the FEC, those inaccuracies should be promptly and accurately corrected. At that time, the Committee encouraged Representative Schweikert to make any appropriate *suo sponte* submission to the FEC relating to the matters under review.

On September 6, 2018, the Committee transmitted to Representative Schweikert the Report and Findings of OCE which stated, *inter alia,* that OCE “found irregularities regarding a $100,000.00 personal loan from Rep. Schweikert, which was disclosed by Schweikert for Congress in a 2011 Year End FEC Report. Specifically, OCE could not identify any campaign

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¹³⁴ See Exhibit 6 (citing OCE’s document requests).
¹³⁵ Exhibit 6.
bank statements showing that the campaign actually received the $100,000.00."\(^{136}\) On that date, the Committee provided Representative Schweikert with the opportunity to respond, in writing, to OCE’s Report and Findings. On October 3, 2018, Representative Schweikert, through counsel, provided a response to OCE’s Second Referral, but did not address the irregularities identified by the OCE with respect to the reported $100,000 loan. His counsel told the Committee that they had “engaged with FEC staff to work cooperatively to resolve any issues,” and that Representative Schweikert had been working to cure “inadvertent errors or discrepancies.”\(^{137}\)

For over a year, however, Representative Schweikert and his counsel did not work to cure or engage with any FEC staff regarding the irregularities with the reported $100,000 loan. Despite assuring the ISC that he intended to cooperate and was working to promptly address errors and omissions raised by OCE, he did not inform the ISC that the $100,000 loan was improperly reported until January 6, 2020, when his counsel advised the ISC: “Based on our review, it appears that, due to administrative error, this loan may have been inadvertently reported as having been made (and forgiven) when it was never in fact made.”\(^{138}\) This admission followed multiple follow-up requests from the ISC that he identify errors and omissions in his FEC filings, culminating in an additional request for information from the ISC in December 2019 that specifically directed Representative Schweikert to state whether the December 25, 2011, $100,000 loan been deposited in his campaign committee bank accounts.

Representative Schweikert first alerted the FEC of this improper disclosure on January 27, 2020, when his counsel emailed FEC staff: “it appears that this loan was never made and should not have been disclosed on the committee’s reports.”\(^{139}\)

Representative Schweikert was asked during his interview with the ISC whether the hundreds of thousands of dollars of personal loans he reported making to his campaign in 2007, 2008, and 2009 were also “inadvertently” reported and he responded: “I don’t believe so.”\(^{140}\)

ii. Relevant Laws, Rules, and Other Applicable Standards of Conduct

A candidate’s principal campaign committee must accurately report information to the FEC, including all loans and contributions it receives and disbursements it makes.\(^{141}\)

Candidates may loan their personal funds to their own campaigns; such loans are considered contributions and although they are not subject to the same monetary limits as other contributions, they are subject to additional reporting requirements.\(^{142}\) The loan must be itemized

\(^{136}\) OCE’s Second Referral at 41.
\(^{137}\) Exhibit 93.
\(^{138}\) Exhibit 25.
\(^{139}\) Exhibit 8.
\(^{140}\) ISC Interview of Representative Schweikert. His counsel further advised that the prior loans had not been previously reviewed in preparation for his interview and that it was difficult for Representative Schweikert to answer specific questions about the details of reporting and making of the loans due to the age of the transactions.
by the campaign committee and continuously reported until paid off. There are also limits on the extent to which personal loans by candidates can be repaid by a campaign after the date of the election for which the loan occurred. A candidate may forgive all or part of a personal loan by filing a signed statement with the FEC indicating the forgiveness. Campaign committees are also required to report disbursements. When a campaign committee discovers that an earlier report contained erroneous information, it must file an amended report.

Pursuant to paragraph 2 of the Code of Ethics for Government Services, Members are expected to uphold the laws and legal regulations of the United States, and never be party to their evasion. Members must also act in a manner that reflects creditably on the House, pursuant to House Rule XXIII, clause 1.

iii. Findings

Schweikert for Congress, which served as Representative Schweikert’s principal campaign committee during the 2012 campaign, failed to file accurate and complete disclosures with the FEC as required by federal campaign finance laws and regulations. Specifically, the campaign committee falsely reported receiving a December 25, 2011, $100,000 personal loan from Representative Schweikert, and falsely reported making five disbursements totaling $100,000.

The weight of evidence does not support Representative Schweikert’s contention that these fabrications were the result of “inadvertent” errors. Mrs. Schweikert, who was responsible for the errors, has a background in accounting and bookkeeping and had access to the campaign’s bank statements. A cursory review of those records easily shows that the transactions did not occur as they were reported. In addition, the fake disbursements, spread out over five odd-numbered payments to a frequent campaign vendor, were for the exact sum of money missing from the campaign’s receipts due to the fake loan; those disbursements gave the illusion that the $100,000 loan was used by the Schweikert for Congress campaign committee, effectively balancing out the campaign’s reported cash on hand and preventing a shortfall in campaign funds that might have signaled to others that the loan had never been made in the first place.

Representative Schweikert was specifically advised of irregularities regarding Mrs. Schweikert’s handling of campaign finances, including the misreported disbursements to Blue Point LLC (which accounted for the $100,000 in funds that were not received). He was also aware that the $100,000 loan had been improperly reported. This led him to replace Mrs. Schweikert with a new campaign compliance firm, Compliance Firm 1, in January 2013. Representative Schweikert testified that his former Chief of Staff, Oliver Schwab, was tasked with identifying and hiring the new firm. Mr. Schwab testified:

In 2012, after I returned, one of [Representative] Schweikert’s priority objectives for me was to quote, “get the books away from

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145 11 C.F.R. § 104.3(b).
146 FEC Campaign Guide at 122.
147 ISC Interview of Representative Schweikert.
my wife.” I say that not to sound in any way that he was being ill- spirited to his wife, I think he genuinely wanted his marriage back, because the FEC accounting was taking a lot of time and energy out of their day in day out and it seemed to be dominating the nature of their relationship. But I also sensed in that a tone that he wanted to have sort of a fresh start, if that’s an appropriate way to describe what he asked would be in the next sequence. He said, find the best FEC team that you can and have them certify that this debt is all there. I want someone to audit the books as they’ve been kept for up until that point . . . They certified that the debt figures were there. I asked a couple of questions at the time, like, you know, is there a way for you to audit, you know, everything that’s happened to date? . . . But they really couldn’t go back and see line item by line item because those records were not provided by the Schweikerts.148

While Representative Schweikert may have brought in compliance professionals to clean up the campaign’s books going forward, the record is clear that he made no meaningful efforts to address any misconduct from the 2012 election. He did not advise individuals at Compliance Firm 1 of the issues that he was aware of, and the firm was not provided access to the campaign’s prior bank accounts, which would have revealed that the $100,000 loan was never received and that the $100,000 disbursements to Blue Point LLC were never made. If the reporting of the personal loan was in fact the result of an inadvertent error, Representative Schweikert had many opportunities to promptly advise the FEC, his campaign treasurers, the OCE, and the ISC of that error, but he did not do so.

Representative Schweikert’s assertion that he sought to “fix” the error upon learning of it is hard to reconcile with communications from early 2013 where Mrs. Schweikert appeared to be actively planning to be repaid for the fictional $100,000 loan. Mrs. Schweikert’s August 2013 assertion to the campaign’s treasurer that “[Representative Schweikert] and I have decided to settle some of the remaining debt on the 2012 committee” may have put an end to the potential for the $100,000 to be improperly taken from the campaign for the Schweikerts’ personal profit, but it added to the falsehoods surrounding the loan. Representative Schweikert furthered the misreporting when he executed a signed memorandum addressed to his treasurer in September 2013, which was then filed with the FEC: “I have forgiven the outstanding $100,000 loan, incurred on December 25, 2011, from my Schweikert for Congress Committee 2012 Primary Election.”149

Representative Schweikert justified this statement by noting that he is not a lawyer and that it seemed to be “the most rationale way” to make sure the Schweikerts did not benefit from the falsely reported loan.150 A legal degree, however, is not required to know this statement was untruthful. While the ISC did not obtain evidence showing that Representative Schweikert financially benefited from these reporting errors, the errors deprived the FEC and the public of transparent accounting of his campaign’s finances, and at the same time advantaged Representative

148 ISC Interview of Oliver Schwab.
150 ISC Interview of Representative Schweikert.
Schweikert’s campaign by giving the impression that it was in stronger financial shape going into a competitive primary election season.

Not only did Representative Schweikert fail to properly correct the record when he reported his “forgiveness” to the FEC, he again failed to do so when OCE inquired about the loan. Instead of cooperating with OCE’s request, Representative Schweikert directed OCE back to the inaccurate FEC reports, which he maintained contained a “comprehensive accounting” of details related to the loan, thereby implying the FEC disclosures were accurate, when they were not. In September 2018, slightly less than five years after he falsely told the FEC that he had “forgiven” a loan that he never made, the Committee asked Representative Schweikert to respond to OCE’s review, including its assertion that there was no record of the $100,000 loan in the campaign’s bank statements. At that time, Representative Schweikert continued to ignore the issue. When the ISC requested information regarding the loan he did not advise the ISC of the “inadvertent” error for over a year.

On these facts, the ISC found substantial reason to believe that the reporting of the $100,000 personal loan and $100,000 in disbursements that were never made did not occur as a result of merely “inadvertent errors.” At the very least, Representative Schweikert exercised gross indifference to his obligations under campaign finance law. The ISC further believes the record raises serious questions as to whether there were efforts to conceal the fact that the loan and disbursements had been falsely reported for as long as practicable.151

Accordingly, the ISC determined that Representative Schweikert failed to uphold the laws and regulations of the United States, including provisions of the FECA and the FEC’s implementing regulations and was a party to their non-compliance, in violation of paragraph 2 of the Code of Ethics for Government Services and that he acted in a manner that did not reflect creditably on the House, in violation of House Rule XXIII, clause 1.

4. Irregularities with August 2012 $130,000 Personal loan

   i. Background

Schweikert for Congress reported to the FEC that it received a $130,000 personal loan from Representative Schweikert on August 22, 2012.152 Schweikert for Congress did not receive a single transfer of $130,000 from Representative Schweikert; it received four separate transfers totaling $130,000:

   • August 16, 2012 ($5,000 transfer from Sheridan Holdings account)153
   • August 17, 2012 ($8,000 from Sheridan Holdings account)154

151 The ISC also has concerns as to whether other loans Representative Schweikert reported making to his campaign were in fact made due to Representative Schweikert’s inability to specifically confirm that they were not inadvertently reported. Id.


153 Exhibit 23.

154 Id.
- August 21, 2012 ($17,000 from Mrs. Schweikert account)\textsuperscript{155}
- August 22, 2012 ($100,000 from Sheridan Holdings account)\textsuperscript{156}

Representative Schweikert’s campaign consultant testified that he advised the congressman the $130,000 loan was unnecessary, but that Representative Schweikert told him he would proceed with the loan, which he said was funded by his “retirement account.”\textsuperscript{157} According to Representative Schweikert, around the time the loan was made to the campaign, he was “trying to buy one more television ad.”\textsuperscript{158}

The $100,000 transfer from the Sheridan Holdings account was not sourced from a “retirement account,” but from a cashier’s check received the day before from an individual (Individual A) who is Representative Schweikert’s close relative.\textsuperscript{159} Representative Schweikert asserted the $100,000 check, which was payable to David and Joyce Schweikert, was a gift unrelated to his election, and that he customarily received gifts of a personal nature before and after the $100,000 check was sent to him.\textsuperscript{160} As examples of other gifts from Individual A, Representative Schweikert testified that he received items such as a Rolex watch, thousands of dollars’ worth of candy, and checks ranging from $20,000 to $100,000.\textsuperscript{161}

Representative Schweikert further testified that he did not solicit a contribution from Individual A, nor did he believe the $100,000 check was a campaign contribution.\textsuperscript{162}

With respect to the August 21, 2012, $17,000 transfer to Schweikert for Congress received from Mrs. Schweikert’s bank account, Representative Schweikert testified and advised through counsel that her bank account was “jointly utilized” by the Schweikerts as “a family account,” that he had access to the account, and that they “put money in each other’s accounts all the time.”\textsuperscript{163} Representative Schweikert informed the ISC that he could no longer access bank records related to Mrs. Schweikert’s account, but his counsel advised, “each spouse regularly deposits salary into the account and withdraws funds from the account for household and other expenses.”\textsuperscript{164}

OCE’s Second Referral provided a detailed summary of discrepancies associated with the repayment of the loan.\textsuperscript{165} In its FEC filings, Schweikert for Congress reported repaying the $130,000 personal loan to Representative Schweikert between December 2012 and August

\textsuperscript{155} Id.
\textsuperscript{156} Id.
\textsuperscript{157} ISC Interview of Campaign Consultant.
\textsuperscript{158} ISC Interview of Representative Schweikert.
\textsuperscript{159} Id. Exhibit 24.
\textsuperscript{160} ISC Interview of Representative Schweikert (explaining that the cashier’s check from Individual A “showed up in the mail”).
\textsuperscript{161} Id.
\textsuperscript{162} Id. at 67. But when Representative Schweikert was asked whether he believed it was a coincidence that this large check was sent just before his primary election against Ben Quayle, he testified, “my instinct is he sent the money because he knew—because it was a national story, you know, running against the son of a vice president was a national story.” Id.
\textsuperscript{163} Id.; Exhibit 25.
\textsuperscript{164} Exhibit 25. During August 2012, however, the Schweikert’s also had a joint account—separate from Mrs. Schweikert’s account, which was used by Representative Schweikert to deposit his congressional salary. Exhibit 26.
\textsuperscript{165} OCE’s Second Referral at 43:45.
Bank records show, however, that Schweikert for Congress only repaid $30,062.00 of the loan, and it did so between November 2012 and March 2013. Schweikert for Congress also reported making a February 28, 2013, loan repayment of $5,448.54 to Representative Schweikert; however, that repayment was offset by an online transfer on the same date from the Schweikerts’ joint checking account to the Schweikert for Congress bank account. An additional $94,449.46 was repaid to the Schweikerts between February 2013 and August 2013 by a newly created campaign committee, Friends of David Schweikert. The Friends of David Schweikert campaign committee did not report these disbursements as loan repayments; it reported these disbursements as transfers to Schweikert for Congress.

In the January 27, 2020 letter, Representative Schweikert’s counsel advised FEC staff the following: “Although Schweikert for Congress reported that it fully repaid Representative Schweikert in installments between February and August of 2013, it appears that some of the repayments were made directly from an account of the Friends of David Schweikert committee.”

Following this communication, Representative Schweikert advised the ISC that the FEC was “made aware that there are some reporting discrepancies in the committees’ disclosure reports with respect to these repayments.”

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167 Exhibit 9.
168 Id. at COE.SCHWEIKERT.005687-COE.SCHWEIKERT.005688.
169 Exhibit 27.
170 See Exhibit 8. In addition to these repayment discrepancies, between 2013 and 2017, the David Schweikert for Congress campaign committee reported making a series of repayments to Representative Schweikert for loans he made in connection with his 2008 and 2010 primary elections which were, in fact, repaid to Representative Schweikert by a different campaign committee, Friends of David Schweikert. As was the case with the misreported repayments of the $130,000 loan, Friends of David Schweikert reported making transfers to David Schweikert for Congress, when in fact it was making loan repayments directly to Representative Schweikert. David Schweikert for Congress could not have received payment transfers from Friends of David Schweikert, nor could it make repayments to Representative Schweikert for his prior loans, because its bank accounts had been closed by Mrs. Schweikert in the Spring of 2013. In December 2017, individuals at Compliance Firm 2, the compliance firm hired to replace Compliance Firm 1, discovered that Friends of David Schweikert had been repaying Representative Schweikert for personal loans he had made to a different campaign committee, David Schweikert for Congress. Following that discovery, individuals at Compliance Firm 2 worked to open a new bank account for David Schweikert for Congress so that the remaining loan repayments could be paid directly through that committee’s bank account. See Exhibit 28. (stating in a Dec. 22, 2017 email from a Compliance Firm 2 individual to Mr. Schwab that Compliance Firm 2 needs a copy of the [employee identification letter] for David Schweikert for Congress to establish a bank account).
171 Exhibit 27. In addition to these repayment discrepancies, it also appears that David Schweikert for Congress improperly reported making repayments to Representative Schweikert for personal loans he made in connection with the 2010 primary, when in fact, Friends of David Schweikert was responsible for the repayments. Friends of David Schweikert reported these repayments as transfers to David Schweikert for Congress, when in fact it made the repayments directly to Representative Schweikert.
FECA prohibits any person from making, and a candidate and his or her authorized campaign committee from accepting, contributions exceeding the contribution limits. 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.” The individual contribution limit during the 2011-2012 election cycle was $2,500 per election.

A candidate for general office may make unlimited expenditures and loans from personal funds. FEC regulations define “personal funds” to include, “[g]ifts of a personal nature that had been customarily received by the candidate prior to the beginning of the election cycle.” The FEC has further explained that if any person gives or loans the candidate money “for the purpose of influencing any election for Federal office,” the funds are not considered personal funds of the candidate but instead constitute a contribution from the donor to the campaign.

Personal funds also include the candidate’s income received during the current election cycle and a portion of assets that are jointly owned by the candidate and the candidate’s spouse either “equal to the candidate’s share of the asset under the instrument of conveyance or ownership,” or if nothing is specified, one-half the value of the jointly owned asset.

Unlike a candidate, a candidate’s spouse is subject to FECA’s contribution limits. When a candidate uses “personal funds” derived from assets that are jointly owned by the candidate and the candidate’s spouse, the amount is limited to the “candidate’s share of the asset under the instrument of conveyance or ownership,” if the instrument is silent, the FEC presumes the candidate holds a “one-half ownership interest.”

Pursuant to paragraph 2 of the Code of Ethics for Government Services, Members are expected to uphold the laws and legal regulations of the United States, and never be a party to their evasion. Members must also act in a manner that reflects creditably on the House, pursuant to House Rule XXIII, clause 1.

172 52 U.S.C. § 30101(b)(A); 11 C.F.R. § 100.52(a).
174 11 C.F.R. § 110.10.
175 11 C.F.R. § 100.33(b)(6).
176 See FEC Campaign Guide at 28-29; 11 C.F.R. § 100.52(a).
178 See FEC Campaign Guide at 28.
179 52 U.S.C. § 30101(26)(C); 11 C.F.R. § 100.33(c).
iii. Findings

The ISC considered whether the $130,000 personal loan Representative Schweikert made to the Schweikert for Congress campaign committees was funded by excessive contributions from Individual A and Mrs. Schweikert.

The circumstances surrounding the $130,000 personal loan raised questions as to whether it was truly sourced from “personal funds” of Representative Schweikert. First, the $100,000 transfer Representative Schweikert received from Individual A occurred just several days prior to a competitive primary election which had received national attention. Representative Schweikert testified that he loaned his campaign the $130,000 because he wanted to do “one more television ad”; however, without the transfer from Individual A, neither he nor his campaign had had the liquidity to make such disbursements. 180 While the ISC received evidence that Representative Schweikert received smaller value gifts from Individual A, the ISC did not receive specific information about the amount, form, timing, of previous gifts he received from Individual A.

Based on the record before the ISC, there is not sufficient evidence to conclusively determine whether Representative Schweikert customarily received gifts from Individual A of a similar nature and amount to the $100,000 transfer he received just prior to his primary election. The ISC further notes that the FEC has been inconsistent on when gifts to a candidate qualify as “personal funds” of the candidate versus a contribution. 181 Ultimately, the ISC did not make a finding that the $100,000 transfer from Individual A that preceded the $130,000 personal loan Representative Schweikert made to his campaign constituted an excessive contribution from Individual A.

With respect to the $17,000 transfer from Mrs. Schweikert’s account to Schweikert for Congress, the ISC notes that the Schweikerts reside in Arizona, a community property state, in which “all property acquired by either husband or wife during the marriage,” with limited exceptions, “is the community property of the husband and wife.” 182 Spouses who reside in

180 ISC Interview of Representative Schweikert. On August 22 and 23, 2012, one day after the $100,000 from Individual A was transferred to Schweikert for Congress, the campaign reported disbursing $20,000 and $80,532.30 for “tv ads” and “tv & radio buys,” respectively. See Schweikert for Congress, Oct. 2012 Quarterly Report of Receipts and Disbursements, at 57-58 (Oct. 15, 2012). When accounting for the fact that the December 25, 2011, $100,000 personal loan had not been made to the campaign, Schweikert for Congress would not have been able to make these disbursements in addition to the other disbursements it made in August 2012 without this transfer from Individual A. See Exhibit 9 at COE-SCHWEIKERT.005647-COE-SCHWEIKERT.005654 (reflecting ending balance of $13,014.24). Excluding the deposit of the $100,000 in funds from Individual A, Sheridan Holdings bank statements showed a total beginning and ending assets in August 2012 of $16,861.43 and $5,509.60. See Exhibit 29. The Schweikerts’ joint account showed a total beginning and ending assets in August 2012 of $4,147.42 and $2,749, with a total of $12,555.29 in deposits. See Exhibit 26.

181 In Ferguson for Congress, et al., (MUR 5138), the FEC in a 4-2 vote, issued a $210,000 civil penalty after concluding the candidate accepted excessive contributions from his parents in connection with $1 million he received from a trust that was newly created for the candidate and all of his siblings, but which had only vested for the candidate at the time he transferred the funds to his campaign. In Minnesotans for Janet Robert, et al., (MUR 5321), however, the FEC deadlock a 3-3 vote on whether to enter settlement discussions as to whether the candidate received an excessive contribution from her mother, after the candidate’s mother gave her and all of her siblings $800,000 shortly before the candidate’s general election.

Arizona “have equal management, control and disposition rights over their community property and have equal power to bind the community.” Funds in one spouse’s bank account are treated as community property when marital funds are commingled and in the absence of evidence that the account was intended to be separate property. The FEC instructs candidates that they “may use, as personal funds, his or her portion of assets owned jointly with a spouse (for example, a checking account or jointly owned stock). If the candidate’s financial interest in an asset is not specified, then the candidate’s share is half the value.” However, the FEC has, at times, found that the total funds in a joint account may amount to a candidate’s entire funds, if the state law governing such accounts provides that both spouses owning the account have equal and complete access to the funds.

According to Representative Schweikert, Mrs. Schweikert’s bank account was treated as the Schweikerts’ joint account given that he commingled his assets within that account and had access to the account. In the absence of evidence to the contrary, and in recognition of Arizona’s status as a community property state in which spouses are deemed to “have equal management, control and disposition rights” over such property, the ISC determined there is not substantial reason to believe the $17,000 transfer from Mrs. Schweikert’s account amounted to an excessive contribution.

With respect to the reporting discrepancies related to the repayments of the $130,000 loan, the ISC notes that these errors are largely technical violations that occurred with the knowledge of the compliance firm Representative Schweikert retained in January 2013, but which, nevertheless, fall within the pattern of reporting violations that were not promptly corrected. The ISC recommends that Representative Schweikert continue to work with the FEC to correct all errors relating to the repayment of these loans.

184 Cooper v. Cooper, 130 Ariz. 257, 260 (1981) (en banc) (finding that a spouse’s savings account, in her name only, was “community property” due to the “commingling of monies from the husband’s salary for community expenses” and because the spouse “did not sustain her burden of demonstrating which portion of the monies in the account retained their separate character.”).
185 FEC Campaign Guide at 29; 11 C.F.R. § 100.33 (c).
186 Ted Cruz for Senate, et al., (LBA 0976) Supplemental Comments on Resubmitted Draft Final Audit Report, at 6 (“In the context of a joint bank account, however, the Commission deems all of the funds in an account held jointly with a spouse to be the candidate’s personal funds if the state law governing such accounts provides that both spouses owning the account have equal and complete access to its funds.”); see also Rush Holt for Congress, et al. (MUR 4910R) Second General Counsel’s Report (taking no further action where amount in violation was small and the law concerning joint bank accounts was considered “unsettled”). Terri Lynn Land for Senate, et al. (MUR 6860) Conciliation Agreement (imposing a $56,000 civil penalty after candidate’s spouse transferred funds from his personal account to candidate’s account and candidate used those funds to cover loan to campaign).
187 ISC interview of Representative Schweikert (explaining “we put money in each other’s accounts all the time” and stating he believed funds from his mother’s estate were deposited into that account). The ISC requested, but did not receive, records to Mrs. Schweikert’s bank accounts, to confirm this statement. According to Representative Schweikert’s counsel, the records were no longer accessible.
5. Failure to Report Contributions and Receipts

i. Background

Between 2010 and 2013 the Schweikert for Congress and David Schweikert for Congress campaign committees did not report thousands of dollars’ worth of receipts and disbursements to the FEC. The ISC and Representative Schweikert stipulated to the following facts as it relates to these omissions:

- Between 2010 and 2013, David Schweikert for Congress Chase bank records contain at least $8,000 in disbursements and $140,000 in receipts that are not reflected in any of the David Schweikert for Congress disclosures made to the FEC.\(^{189}\)

- The January 2013 monthly statement from the Schweikert for Congress Chase bank account shows a series of small disbursements totaling $1,658.41 from two account debit cards, and a series of small deposits totaling $3,390.01. Schweikert for Congress’s April 2013 Quarterly Report covering this time frame does not include disbursements or receipts in these amounts. Representative Schweikert believes that, aside from a recurring payment to the campaign’s email marketing firm and a $15 payment to Facebook, the debit card transactions were in-store purchases by his then-chief of staff to pay for expenses related to serving coffee and donuts at the Maricopa County Republican Mandatory meeting.\(^{190}\)

- The February 2013 monthly statement from the Schweikert for Congress bank account shows a check paid by the committee in the amount of $19,708.10 on February 28, 2013, and $24,108.18 in deposits. Schweikert for Congress’s April 2013 Quarterly Report covering this time frame does not include disbursements or receipts in these amounts.\(^{191}\)

- Representative Schweikert and Mrs. Schweikert were the only individuals that had debit cards in their names for the Schweikert for Congress Chase bank account in early 2013.\(^{192}\)

Mrs. Schweikert was responsible for preparing the David Schweikert for Congress and Schweikert for Congress FEC reports that omitted these contributions and disbursements.\(^{193}\) The Schweikert for Congress campaign treasurers who worked with Mrs. Schweikert when these reporting omissions occurred did not express concern over Mrs. Schweikert’s bookkeeping abilities, one treasurer noted she had “a great deal of confidence in [Mrs. Schweikert’s] ability.”\(^{194}\) Representative Schweikert’s campaign consultant similarly did not question Mrs. Schweikert’s

\(^{189}\) Appendix C ¶ 7; see OCE’s Second Referral at 45.

\(^{190}\) Id. ¶ 6.

\(^{191}\) Id. ¶ 14.

\(^{192}\) Id. ¶ 15.

\(^{193}\) Id. ¶ 2; ISC Interview of Treasurer A; ISC Interview of Treasurer B; ISC Interview of 2012 Campaign Manager.

\(^{194}\) ISC Interview of Treasurer A.
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professional abilities, but he had concerns that the job “was too personal” for Mrs. Schweikert and felt that “[i]t’s just bad form to have the wife of the Member handling the money.” According to Representative Schweikert’s campaign manager for the 2012 election cycle, Mrs. Schweikert “was more concerned about day-to-day dollars going out the door than being focused on making sure the FEC report was 100 percent correct,” and implied that her other commitments, including her full-time job, may have contributed to mistakes in her FEC reports.

As discussed above, by late 2012, Representative Schweikert’s campaign consultant and his campaign managers informed him there were issues with the campaign’s disclosures, specifically with respect to the reporting of disbursements that were not made. Following those concerns, Representative Schweikert retained the professional compliance firm, Compliance Firm 1 in January 2013 to take over management of the campaign finances, including campaign treasurer duties. As previously noted, Compliance Firm 1’s compliance work was only prospective; it did not perform a review or audit of prior filings.

In September 2018, OCE transmitted a referral to the Committee detailing many of these reporting omissions, including the failure by David Schweikert for Congress to disclose twelve receipts over $142,155.63 from accounts controlled by the Schweikerts, as well as the omission of disbursements by David Schweikert for Congress in early 2011. Representative Schweikert was provided a copy of the referral and advised the Committee that he was working to cure any inadvertent errors or discrepancies regarding allegations that he may have omitted information from his FEC reports, explaining: “the Committee knows the Congressman has been working to cure any such inadvertent errors or discrepancies for several months. A new FEC compliance firm was retained at the end of 2017, and the Congressman’s counsel has engaged with FEC staff to work cooperatively to resolve any issues.” Despite these assurances, the FEC was not informed of these reporting errors at that time and the new compliance firm did not take steps to investigate or correct these reporting omissions.

During his interview Representative Schweikert was asked to explain why these reporting omissions occurred, however, he was not familiar enough with OCE’s allegations to provide a coherent explanation at that time, and generally stated “I thought this would have just been accounting mistakes.” No further explanations were provided by Representative Schweikert or anyone on his behalf for why these reporting discrepancies occurred.

Representative Schweikert generally denied ever using campaign funds for impermissible purposes, however the ISC could not verify that the unreported disbursements were used for *bona fide* campaign purposes. Representative Schweikert further advised the ISC he could not verify the unreported $19,708.10 disbursement was a *bona fide* campaign expenditure because bank

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195 ISC Interview of Campaign Consultant.
196 ISC Interview of 2012 Campaign Manager
197 ISC Interview of Oliver Schwab, ISC Interview of Campaign Consultant, ISC Interview of 2012 Campaign Manager.
198 OCE’s Second Referral at 45.
199 Exhibit 93.
200 ISC Interview of Representative Schweikert.
201 Id.
records were no longer available due to the age of the activity. 202 The individuals who served as campaign treasurers at the time of the unreported campaign disbursements testified that they were not aware of the Schweikert’s misusing campaign funds for personal purposes. 203

ii. Relevant Laws, Rules, and Other Applicable Standards of Conduct

Campaign committees must file reports disclosing all receipts and disbursements. 204 These reports must include, among other things, the amount and nature of the receipts and disbursements. 205 Under FEC rules, campaign treasurers are required to keep records for three years from the filing date of the report to which they relate.

In addition, House Rule XXIII, clause 6(b) states a “Member, Delegate, or Resident Commissioner may not convert campaign funds to personal use in excess of an amount representing reimbursement for legitimate and verifiable campaign expenditures.” Accordingly, the Ethics Manual explains Members “must be able to verify that campaign resources have not been so misused” 206 and cautions:

Members and their campaign staffs should bear in mind that the verification requirement imposed by the House rules is separate from, and in addition to, whatever recordkeeping requirements are imposed by the Federal Election Commission on candidates generally (or with regard to Members who are candidates for a state of local office, the requirements imposed by applicable state or local law). 207

Furthermore, paragraph 2 of the Code of Ethics for Government Service requires Members to uphold the laws and regulations of the United States, including provisions of the FECA and the FEC’s implementing regulations, and to never be a party to their evasion. Finally, House Rule XXIII, clause 1, states that “[a] Member . . . of the House shall behave at all times in a manner that shall reflect creditably on the House.”

iii. Findings

Between 2010 and 2013, Representative Schweikert’s principal campaign committees, David Schweikert for Congress and Schweikert for Congress, failed to report thousands of dollars’ worth of receipts and disbursements to the FEC, in violation of applicable FEC reporting requirements. Each of Representative Schweikert’s reporting errors represented a violation but in

202 See Appendix C § 14. Prior to OCE’s investigation, on July 29, 2016, Representative Schweikert asked Mr. Schwab for guidance on how long campaign records must be maintained, noting “[w]e have cabinets full of things from 2008.” Mr. Schwab forwarded Representative Schweikert’s request to the campaign’s treasurer, who advised “the FEC only requires 3 years [of record keeping]. It is 3 years from when the information was reported, so to be safe, I would keep everything from January 1st 2013 forward. Everything else can go.” Exhibit 30.
204 52 U.S.C. § 30104(b)(2), (4); 11 C.F.R. § 104.3(a), (b).
205 Ethics Manual at 153.
206 Id. at 165 (emphasis omitted).
the aggregate, Representative Schweikert’s reporting errors represented a systemic problem.

The ISC could not determine whether the omission of the contributions and receipts by Mrs. Schweikert were done willfully or if they were a byproduct of her not being able to spend the time required to ensure accurate reporting due to her other professional commitments. As discussed previously, however, because of the significant duties and responsibilities attached to the role of campaign treasurer, Members should endeavor to appoint individuals who are familiar with relevant campaign finance laws and have the time needed to prepare accurate disclosures.

The Committee has a long history of undertaking investigations and, when appropriate, imposing sanctions or directing remedial measures where a Member or candidate in a successful election to the House is found by the Committee to have violated a clear standard of campaign finance laws or regulations.\(^{208}\) The duty to accurately disclose receipts and disbursements is integral to ensuring transparency during the electoral process and a basic component of campaign finance law. Representative Schweikert knew there were concerns about the accuracy of Mrs. Schweikert’s FEC filings; though he took appropriate steps in replacing her with a professional compliance firm, her prior reporting omissions went uncorrected because the firm was not specifically advised of any concerns about her handling of campaign finances.

The ISC determined that the omission of thousands of dollars’ worth of receipts and disbursements by Representative Schweikert’s campaign committees fell within an overall pattern of systemic reporting violations that Representative Schweikert did not take reasonable steps to prevent or correct. By engaging in the above conduct, Representative Schweikert failed to uphold the laws and regulations of the United States, including provisions of the FECA and the FEC’s implementing regulations, and was a party to their non-compliance, in violation of paragraph 2 of the Code of Ethics for Government Services.

The ISC did not determine there was substantial reason to believe that the unreported disbursements were used for impermissible purposes, but further notes that this matter should serve as a reminder to Members that the rules of the House do not impose the same time limits on how long campaign records should be maintained as the FEC’s three-year recordkeeping requirement.\(^{209}\)

The ISC determined that Representative Schweikert’s failure to properly disclose or fully verify over $25,000 in disbursements from his campaign committees from 2011 to 2013 was part of a broader pattern of conduct that did not reflect creditably on the House and violated House Rule XXIII, clause 1.

\(^{208}\) While Representative Schweikert was not a Member of the House in 2010, the Committee has long held it has jurisdiction over misconduct relating to a successful campaign for the House. *Kilronen at 5, Kim at 6.*

\(^{209}\) *Ethics Manual* at 164-165. (“[T]he propriety of particular outlays may not be subject to review for months or years after the fact, when recollections as to the circumstances or specific purposes of an outlay may well have faded.”).
6. Campaign Contributions by Congressional Staff

i. Background

From 2011 to 2018, Representative Schweikert’s campaign committees routinely accepted contributions, frequently in the form of outlays, from Mr. Schwab. During that time, the campaign committees also accepted impermissible campaign contributions from at least five members of Representative Schweikert’s congressional staff.

a. Direct Contributions

On one occasion, in early 2012, the Schweikert for Congress campaign committee reported receiving direct contributions from Mr. Schwab and Employee F totaling $1,000 and $500.210 The contribution attributed to Employee F came from a joint checking account he shared with his spouse.211 Employee F generally denied that Representative Schweikert or anyone acting on his behalf had solicited a campaign contribution, but when asked what led his wife to make the contribution, he asserted marital privilege and declined to provide a response.212 According to Mr. Schwab, he made his contribution at Mrs. Schweikert’s request and he informed Representative Schweikert that Mrs. Schweikert had made such a request shortly after he made the contribution to the campaign.213 The ISC did not find additional evidence of Mrs. Schweikert soliciting the contribution.

Schweikert for Congress originally reported Employee F’s and Mr. Schwab’s contributions in its April 2012 Quarterly Report.214 However, in the Schweikert for Congress July 2012 Quarterly filing, Employee F’s contribution was reassigned to his spouse and Mr. Schwab’s contribution was reportedly refunded.215 In explaining why the campaign determined to issue him a refund, Mr. Schwab recalled his and Employee F’s contributions had become a “political issue” and remembered seeing a blog post with a picture of his name and Employee F’s name “saying illegal contribution or something like that.”216

211 ISC Interview of Employee F.
212 Id.
213 ISC Interview of Oliver Schwab.
215 Schweikert for Congress, July 2012 Quarterly Report of Receipts and Disbursements, at 101-102, 158 (July 15, 2012). Employee F’s contribution was reassigned to his spouse in recognition that it came from their joint checking account. ISC Interview of Employee F.
216 ISC Interview of Oliver Schwab. Mr. Schwab testified that he and Employee F “jokingly shared [their] frustration that this was yet another Schweikert request for money” and explained “had the Schweikerts not asked for funds, it was completely avoidable.” Id. A July 5, 2012 blog entry noted that Employee F and Mr. Schwab were prohibited under federal law from contributing to Representative Schweikert’s campaign. See Independence Day Comes Early for Dave Schweikert, Politico Mafioso, (July 5, 2012), https://politicomafioso.blogspot.com/2012/07/independence-day-comes-early-for-dave.html (noting that both Mr. Schwab and Employee F “are federal employees on [Representative Schweikert’s] congressional staff. And both are therefore prohibited by federal law from contributing to [Representative Schweikert’s] campaign”).
Representative Schweikert denied that he or his spouse ever asked members of his congressional staff to make a monetary contribution to his campaign. 217 He further testified he was unaware the Schweikert for Congress campaign committee refunded Mr. Schwab’s contribution. 218

In 2014, the Committee sent letters to Mr. Schwab and Employee F to advise that “federal law prohibits a House employee from making a contribution to their employing Member’s campaign.” The Committee took no further action in recognition that the contributions had been reattributed and refunded. Representative Schweikert testified he was unaware the Committee had issued these letters. 219

b. Outlays

Between January 2011 and July 2018, Mr. Schwab made outlays using his personal funds on behalf of Representative Schweikert’s authorized campaign committees totaling over $270,000.00. 220 The campaign reimbursed Mr. Schwab for these outlays through different means, including by issuing checks to Mr. Schwab, to Chartwell Associates (a single-member limited liability company based in Virginia and owned by Mr. Schwab), and Mr. Schwab’s credit card companies (including Chase, Barclays Card Services, and American Express). 221

Based on available FEC records and underlying campaign records and communications, the ISC determined that Representative Schweikert’s authorized campaign committees paid:

- at least $7,000.00 in reimbursements to Mr. Schwab directly;
- at least $65,000 in reimbursements to Mr. Schwab by issuing reimbursements to Chartwell Associates; and
- at least $200,000 in reimbursements to Mr. Schwab by issuing disbursements to Mr. Schwab’s personal credit card companies. 222

Mr. Schwab testified that Representative Schweikert was aware Mr. Schwab was making expenditures on behalf of Representative Schweikert’s campaign using his personal funds, and

217 ISC Interview of Representative Schweikert. Representative Schweikert speculated that Employee F may have been a “sail”—i.e., a fictitious contributor listed on an FEC report, with the FEC’s knowledge, to enable a campaign committee to detect whether the names and addresses of individual contributors are being used illegally. See 11 C.F.R. §104.3(e). When interviewed, however, Employee F made no such assertion. See generally ISC Interview of Employee F.
218 ISC Interview of Representative Schweikert.
219 Id.
220 Exhibit 31.
221 The Compliance Firm 1 employees who issued a majority of these reimbursements told the ISC they issued reimbursement checks to Mr. Schwab in whatever form he requested because he had been given the authority to authorize expenditures. ISC Interview of Treasurer C; ISC Interview of Treasurer D. On at least one occasion, the campaign also reimbursed Representative Schweikert through a payment to the vendor for $20,950 in security expenses. See Exhibit 32; Friends of David Schweikert, Oct. 2017 Quarterly Report of Receipts and Disbursements, at 48 (Oct. 13, 2017).
222 Exhibit 31.
that Representative Schweikert instructed Mr. Schwab to seek reimbursements through Chartwell or his credit card company in order to conceal the fact that Mr. Schwab was responsible for the underlying expenditure.\(^{223}\) The ISC did not obtain any written record of Representative Schweikert directing Mr. Schwab to seek payment in that way.

In some instances where Mr. Schwab was reimbursed for his outlays through his company, Chartwell Associates, the reimbursement was reported as income to Mr. Schwab for consulting services. Mr. Schwab testified that he was instructed by Representative Schweikert to do this in some instances because Representative Schweikert was “very adamant that he did not want a whole bunch of dinners in D.C. showing up on his FECs. So the way those would get repaid to the person who had provided the outlay, that being me, is that it would show up in the form of me charging a consulting invoice.”\(^{224}\) Representative Schweikert denied that he ever instructed Mr. Schwab to bill the campaign this way.\(^{225}\)

Representative Schweikert initially testified that he did not know that Mr. Schwab was making campaign purchases using his personal money and suggested that he may have done so in order to accrue frequent flyer miles.\(^{226}\) Later in his testimony, however, Representative Schweikert conceded that he may have been aware that Mr. Schwab made small purchases for his campaign with personal funds as it was happening:

> I can’t give you the date. It may have been one of those occasions where it was just one of those things you never paid attention to, you know. Okay. Did you buy coffee? Great. All right. And he could have been walking out the door and saying, I’ll turn in my reimbursement later.\(^{227}\)

Representative Schweikert further testified that he could not recall whether he had discussions about the fact that his campaign would reimburse Mr. Schwab by issuing payments to or his credit card companies and denied ever talking to Mr. Schwab about having the campaign reimburse him through Chartwell.\(^{228}\) The ISC did not obtain documents specifically showing Representative Schweikert knew that Mr. Schwab was reimbursed in this manner.\(^{229}\) As discussed elsewhere in this Report, Mr. Schwab testified that Representative Schweikert used to tell him “if you can avoid a paper trail all the better” and requested that “things be conducted on text or over the phone because he was not seeking to create paper trails.”\(^{230}\)

\(^{223}\) ISC Interview of Oliver Schwab.

\(^{224}\) Id.

\(^{225}\) ISC Interview of Oliver Schwab.

\(^{226}\) Id.

\(^{227}\) Id.

\(^{228}\) Id.

\(^{229}\) Id.

\(^{230}\) When Representative Schweikert was shown an email he received from Mr. Schwab regarding a bill for a Sony laptop Mr. Schwab purchased for him, Representative Schweikert said he assumed it was being paid for by the campaign and added he “would have paid no attention” to how Mr. Schwab made the purchase. Id.
The ISC received testimony from other witnesses that calls into question Representative Schweikert’s assertions that he was generally unaware of the payments going to Mr. Schwab. Representative Schweikert’s current campaign consultant told the ISC that he raised concerns “four or five years ago” with Representative Schweikert that “it seemed ... like a lot of money was coming out of the campaign [to Mr. Schwab].” Campaign Consultant believed that “it looked bad” given that Mr. Schwab was receiving reimbursements “two, three times a week.”

According to the campaign consultant, Representative Schweikert told him he would “look into it”; however, the frequency of disbursements to Mr. Schwab did not change until press reported on Mr. Schwab’s expenditures in the fall of 2017. Representative Schweikert’s former campaign manager testified that he did not raise the issue of Mr. Schwab’s campaign reimbursements with Representative Schweikert because “[Mr. Schwab] was a sensitive topic,” and Representative Schweikert “relied on [Mr. Schwab] for a lot of things.”

Further explained:

[Representative Schweikert] put a lot of trust in [Mr. Schwab], and I think it became a very critical relationship for him in that he had come to rely on [Mr. Schwab] for so many things that he didn’t want to hear anything about how [Mr. Schwab] was maybe engaging in inappropriate activity. So I had heard from [Campaign Consultant] that he had raised some things, and, you know, based on [Campaign Consultant’s] experience, I chose not to raise it with [Representative Schweikert].

According to Mr. Schwab, on one occasion, he billed Representative Schweikert’s campaign for approximately $5,000 in consulting services when in fact he was seeking reimbursement for paying for Representative Schweikert’s private airfare. Mr. Schwab could not recall specifics about the flight, but he testified that Representative Schweikert had to take the private flight as a last resort to attend a speaking engagement at a Republican women’s group event which Representative Schweikert had committed to attend but which he had not budgeted enough time to drive to. Representative Schweikert denied ever flying on a private plane since becoming a Member of Congress, but recalled one instance in which his he took a “tiny jet” to Lake Havasu City, Arizona, in connection with a speech he was scheduled to give at a partisan club. Despite the plane’s small size, Representative Schweikert said he believed it was a commercial flight because there were “two guys with white uniforms in funny little hats sitting in the front seats.”

Employee G indicated that she overheard Representative Schweikert say “we don’t want any paper trails of emails floating around about a pollster.” Exhibit 35; ISC Interview of Oliver Schwab.
said it “never crossed [his] mind” to be concerned about a charter plane showing up on his campaign’s FEC filings. A small municipal airport is in Lake Havasu, but only private and chartered planes are allowed in and there. Representative Schweikert spoke at a Lake Havasu Republican Women’s event on or about February 7, 2014. Representative Schweikert’s campaign committees, however, did not report making any disbursements for flights around this time.

According to Mr. Schwab, individuals at Compliance Firm 1, which served as the campaign’s compliance firm between 2013 and 2017 when the bulk of the reimbursements were made, were aware that he was billing some expense reimbursements to the campaign as consulting services. On one occasion, on May 19, 2015, Mr. Schwab emailed the campaign treasurer regarding reimbursement of his expenses and stated, “I have as many as like $7,000 in reimbursements, but will do whatever the right amount is (does this need to be done to [Mr. Schwab’s spouse] instead of me? Should it be billed as a vendor invoice?)” But when asked why certain disbursements to Mr. Schwab were characterized as “strategic consulting” when they were actually for reimbursements, the Compliance Firm 1 employees claimed that it was only the result of a mistake or could not recall why the disbursement was categorized that way.

Mr. Schwab testified that Representative Schweikert instructed him to hold debt he incurred on behalf of the campaign because Mr. Schwab was wealthier than he was and so that the campaign committee could post larger FEC figures. Several former staff members recalled hearing Mr. Schwab complain that Representative Schweikert or his campaign owed him money for things he had put on his credit card. Representative Schweikert testified, however, that he now believes he was “taken advantage of” by Mr. Schwab and that many of Mr. Schwab’s credit card purchases were tied to efforts to accrue frequent flyer mile points.

Regardless of whether it was done at Representative Schweikert’s direction, Mr. Schwab made substantial advances to Friends of David Schweikert, and by reporting Mr. Schwab’s reimbursements to the FEC as being to Chartwell Associates or various credit card companies, the campaign committee essentially hid from public view the true amount of expenditures Mr. Schwab

247 Id.
249 Id.
250 On Feb. 27, 2013, Mr. Schwab also held reimbursements he incurred on behalf of Representative Schweikert’s leadership political action committee, Team DAVE. See Exhibit 36 (stating in an email on February 27, 2013 from Mr. Schwab to Treasurer C “PS – this fully clears out the big ticket things I’ve been holding!” regarding a $3,992.11 reimbursement check).
251 OCF’s Second Referral at 25.
252 Id.
had made on behalf of his campaigns, and in other cases obscured the true nature, date, and underlying recipient of the disbursements.

In some instances, Mr. Schwab waited to seek reimbursements until the next reporting quarter, providing some advances that were not repaid for months and were not reported in the quarter in which the cost was incurred. As discussed further below, not every omitted detail of these disbursements was legally required to be disclosed; however, the pattern of omissions is consistent with a broader effort to obscure the extent of Mr. Schwab’s advances and inflate the campaign’s quarterly financial numbers. For example:

- **On March 11, 2016,** a campaign vendor invoiced Friends of David Schwei kert for $5,407.89 for a fundraising mailer and postage.\(^{220}\) On March 14, 2016 (in the first quarter reporting period of 2016), Mr. Schwab, using his personal credit card, paid $5,407.89 for the mailer.\(^{221}\) Mr. Schwab did not seek reimbursement for the mailing and other expenses incurred until Wednesday, April 20, 2020 (for a combined total of $7,396.34 in expenses), when he emailed the campaign treasurer:

> I know this may bring us close to the bottom, but can you cut a check for Chartwell per below? I’ve attached receipts. This gets me updated on what I’ve got outstanding on my card. We have some events back home and some pieces in the works that will grow the account back up so not to worry as per my accounting this gets us close to the bottom of the dregs. Any chance I could pick up Monday? By then the checks I sent should also have arrived.\(^{222}\)

The reimbursement check to Chartwell Associates was executed on Thursday, April 21, 2016,\(^{223}\) and deposited on Monday, April 25, 2016—six weeks after the funds were advanced by Mr. Schwab.\(^{224}\) The expenditure was disclosed on the second quarter FEC filing as an April 20, 2016, disbursement to Chartwell Associates LLC for $7,396.34 for “Printing/Postage/Food/Beverage.”\(^{225}\) The specific expenses, including the March 14, 2016, payment to the marketing vendor for $5,407.89, were not disclosed and the advances were never disclosed as a debt by the campaign committee.

- **In the final month of the third quarterly reporting period,** from September 7, 2016, through September 30, 2016, Mr. Schwab incurred $21,589.79 worth of campaign-related expenses on behalf of Friends of David Schwei kert using his personal Chase Bank card. After the reporting period closed, on October 4, 2016, Mr. Schwab provided

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\(^{220}\) Exhibit 37.

\(^{221}\) Although the invoice was submitted by East Valley Web & Graphic Design, the repayment was made to Holy Cats Marketing, a company with the same owner.

\(^{222}\) Exhibit 38. The campaign treasurer was provided with a copy of Mr. Schwab’s credit card statement, but there is no record of her receiving the underlying invoice from East Valley Web & Graphic Design.

\(^{223}\) Id. Exhibit 38.

\(^{224}\) Exhibit 39.

the campaign treasurer with a spreadsheet identifying the expenditures he incurred and the dates on which he incurred them, noting that he had also obtained several campaign donation checks to deposit into the campaign’s accounts. 256 Friends of David Schweikert then prepared a check for Mr. Schwab to reimburse him for these expenses dated October 4, 2016; at Mr. Schwab’s direction, the check was made payable to Chase Bank. 257 The check was deposited on October 11, 2016. 258 The corresponding FEC disclosure regarding this reimbursement disclosed an October 4, 2016 payment to “Chase Bank” 259 and did not identify Mr. Schwab as the source of the underlying advance, nor did it disclose the true dates of the campaign-related expenses. Mr. Schwab’s advances for the third quarter expenses were never disclosed as a debt owed by the campaign committee.

- In December 2016, Mr. Schwab incurred $4,356.98 worth of campaign related expenses on behalf of Friends of David Schweikert using his personal Barclays card. 260 Mr. Schwab did not seek a reimbursement for these expenses until February 15, 2017, after the 2016 reporting period had ended, when he requested Compliance Firm 1 employees send him a reimbursement check made payable to “Card Services 5452” and provided a spreadsheet listing his expenditures and a copy of his Barclays credit card statement. 261 On February 17, 2017, Friends of David Schweikert executed a reimbursement check for Mr. Schwab’s expenditures made payable to “Card Service Account.” 262 The funds were deposited on March 1, 2017. 263 The corresponding FEC disclosures regarding this reimbursement state a disbursement was made to “Chase Bank” on February 17, 2017; the campaign did not identify Mr. Schwab as the source of the underlying advance or disclose the advance as a debt owed by the committee. 264

- Between December 2016 and March 2017, Mr. Schwab incurred $13,482.24 worth of campaign-related expenses on behalf of Friends of David Schweikert using his personal Chase Bank card. Mr. Schwab did not seek a reimbursement for these expenses until April 2, 2017, after the first reporting quarter of 2017. At that time, he provided Compliance Firm 1 employees with a spreadsheet listing the expenditures on his Chase Bank card and their corresponding dates; he also provided a copy of his credit card statements and some receipts. 265 The majority of the expenditures were between one and three months old, with the earliest occurring on December 8, 2016. The

256 Exhibit 40.
257 Id.
258 Exhibit 41.
260 Exhibit 42.
261 Id.
262 Exhibit 43.
263 Id.
265 Exhibit 44.
corresponding FEC disclosure regarding this reimbursement reported a disbursement to “Chase Bank” and did not identify Mr. Schwab as the source of the underlying advances. Representative Schweikert denied that he ever instructed or implied to Mr. Schwab that he could afford to hold debt owed to him by the campaign. Representative Schweikert further testified that, as a Member of Congress, he did not have time to pay attention to how Mr. Schwab was paying for purchases, telling the ISC, “it’s sort of absurd if that’s the granular level you were fixated on.” According to other staff members, however, the Schweikerts “watched every penny coming in and going out [of the campaign] very closely” and monitored the campaign accounts.

Mr. Schwab was not the only congressional staffer who made non-travel-related outlays that were reimbursed by the campaign. Representative Schweikert acknowledged that at least three other congressional staffers made outlays for campaign-related expenditures. Representative Schweikert subsequently sought to “cure” the outlays by having staff re-contribute the amount directly to the campaign and then be refunded by Representative Schweikert. In addition to those individuals, the ISC determined that two other congressional staff members made small outlays on behalf of Representative Schweikert’s campaign.

Representative Schweikert testified he was unaware of rules that prohibit staff from making contributions to their employing Members’ campaigns and that he relied on his campaign

266 Id. Exhibit 45.
267 Id. See also Exhibit 46 (July 8, 2016 email from Mr. Schwab to Treasurer D.: “The Schweikert’s (sic) asked if they could have a $15k debt payment, and I’m balancing what I submit for payment.”). Representative Schweikert was not copied on these email exchanges.
268 ISC Interview of Representative Schweikert.
269 Id.
270 ISC Interview of 2012 Campaign Manager. 2012 Campaign Manager also testified, “there were times that [the Schweikerts] asked me... did you need to spend this much on pizza? Was there a cheaper option? Could you have gotten a better deal on... stakes for yard signs and things like that.” ISC Interview of 2012 Campaign Manager. See OCE Interview of Employee E (OCE’s Second Referral, Exhibit 1) (noting that the Schweikerts monitored the campaign bank accounts).
271 See Exhibit 1.
272 Id.
273 Exhibit 47 (District Representative received a $125 reimbursement from Friends of David Schweikert for posters); Exhibit 48 (Legislative Assistant received a $137 reimbursement from Friends of David Schweikert for meals).
treasurers to ensure his campaign abided by appropriate rules. The ISC interviewed four individuals who served as campaign treasurer or provided campaign compliance services to Representative Schweikert’s campaign between 2013 and 2017. None of those individuals were familiar with the statutory prohibition on congressional staff making outlays on behalf of their employing Members’ campaign. Representative Schweikert’s congressional office provided staff with an Employee Handbook that specifically advised staff of, or referred staff to, information regarding the prohibition on staff from making contributions to their employing Members’ campaigns. As explained elsewhere in this report, however, his staff did not consult the handbook regularly.

After OCE initiated a review into allegations that Mr. Schwab received improper payments from Representative Schweikert’s authorized campaign committees, the campaign conducted an internal review and identified transactions totaling $102,622.34 that were originally paid with Mr. Schwab’s personal credit card and then reimbursed to Mr. Schwab and/or Chartwell Associates by the campaign, but were reported with descriptions such as “strategic consulting.” After its internal review, Representative Schweikert reported that his campaign had $50,372.14 of the $102,622.34 refunded by the vendor to Mr. Schwab’s personal credit card, and then the campaign repaid the invoices directly using campaign funds. The remaining $52,250.20 were either unverifiable transactions or could not be refunded by the vendor.

Representative Schweikert informed the Committee in April 2018 that his campaign would be amending its FEC reports to reflect the transactions that had been inaccurately reported as “strategic consulting” payments, but requested guidance from the Committee on what additional remedial actions may be necessary “to avoid two rounds of public filings with the FEC.” The Committee informed Representative Schweikert that, because the review was ongoing, it could not provide comment on his past conduct or the remedial actions that were necessary at that time, but informed him that he should ensure any inaccurate reporting on prior FEC disclosures was “promptly and accurately corrected.”

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275 ISC Interview of Representative Schweikert.
276 ISC Interview of Treasurer C. According to Treasurer C, he did not know that Mr. Schwab also worked for Representative Schweikert’s congressional office until 2016, and he believed that Mr. Schwab’s outlays were allowable if they were reimbursed within the timeframes specified in 11 C.F.R. § 116.5. As discussed below, however, § 116.5 only applies to outlays for personal travel. ISC Interview of Treasurer D (testifying she was not aware of any restrictions on congressional staff making outlays for the campaign of a Member that they work for), ISC Interview of Treasurer A, ISC Interview of Treasurer B (noting that she did not understand staff outlays to have been improper, only that they were reported incorrectly).
277 Exhibit 49 at COE.SCHWEIKERT.022279 (2011 Office Manual referring staff to the Congressional Research Service publication “Campaign Activities by Congressional Employees.”). Exhibit 50 at COE.SCHWEIKERT.023123 (January 2017 Office Manual advising staff that “[a]l federal criminal law prohibits House employees from making campaign contributions to their employing Member. Similarly, House employees generally should not make any ‘outlays’ from personal funds for the benefit of the campaign, even if reimbursed by the campaign.”). See infra Section III(b)(2)(i).
278 Exhibit 1.
279 Id.
280 Id.
281 Id.
282 Exhibit 3.
than corrections to inaccurate FEC disclosures (noting, for example, that “any attempt by staff to repay the campaign for reimbursed outlays could further implicate the restriction on contributions to the employing Member”). 281

Representative Schweikert submitted a sua sponte self-report to the FEC disclosing the $102,622.34 in improper payments on June 26, 2018. 282 His sua sponte submission remains pending with the FEC, and Representative Schweikert, through his counsel, has informed the ISC that his campaign is “working cooperatively with the FEC to ensure that its reports comply with FEC rules and regulations.” 283

Representative Schweikert has also taken a number of steps to prevent official staff from making outlays to his campaign in the future. His new chief of staff circulated a note to all official staff to caution them that outlays are impermissible. 284 He also advised that his current chief of staff has a debit card to pay for campaign expenses. 285

iii. Relevant Laws, Rules, and Other Applicable Standards of Conduct

Pursuant to 18 U.S.C. § 603, it is unlawful for any federal officer or employee to make campaign contributions to the employer or employing authority of the person making the contribution. 287 Accordingly, an employee of a Member office is prohibited from making a contribution to the campaign of his or her employing Member. 288 This guidance is included in the Ethics Manual, as well as annual ethics training provided to all House staffers, and in Campaign Activity Pink Sheets regularly issued to the House community.

The prohibition against an employee making such a contribution to the individual’s employing Member is absolute. A House employee may not make such a contribution even if the contribution was entirely unsolicited and the employee genuinely wishes to make the contribution. 289

Under FEC regulations, most outlays that an individual makes on behalf of a campaign using his or her personal funds, including a personal credit card, are deemed to be a contribution to that campaign from that individual. 290 This is so even if it is intended that the campaign will

281 Id.
282 Exhibit 51.
283 Exhibit 25.
284 Exhibit 52 (“Never under any circumstances are staff allowed to pay for anything campaign related, as any type of payment would require a reimbursement which is not permissible.”)
285 ISC Interview of Representative Schweikert.
288 Id.
289 See 11 C.F.R. § 116.5(b). The major exception to this rule is for outlays that an individual makes to cover travel expenses incurred on behalf of the campaign. Outlays for the individual’s own travel will not be deemed a contribution if either (1) the campaign provides reimbursement within 60 days after the expenses are incurred if payment was made by a credit card, or within 30 days using a different payment method, or (2) the individual outlays for transportation do not exceed $1,000 with respect to a single election, regardless of whether the campaign reimburses the outlays. 11 C.F.R. §§ 100.79(a), 116.5(b)(1). See also Ethics Manual at 139 n. 27.
reimburse the individual promptly. The major exception to this rule is for outlays that an individual makes to cover expenses that the individual incurs in traveling on behalf of a campaign. 252

The FEC instructs campaign committees to report staff advances, including advances made using personal credit cards, if, at the end of the reporting period, “the amount of previous contributions in the election cycle from the person making the advance plus the amount of the advance minus the amount of the reimbursement is greater than $200.” 253 Campaign committees must report reimbursements to individuals and itemize such reimbursements if reimbursements to the individual exceed $200 in the election cycle.” 254 If an individual’s advance is not reimbursed, or is partially reimbursed within the same reporting period, the campaign committee must also report the amount of the advance outstanding at the end of the reporting period as a debt owed by the campaign if it exceeds $500 or has been outstanding for more than 60 days of when it was incurred. 255

The Ethics Manual advises that when a House employee undertakes campaign work, “the individual should make appropriate arrangements with the campaign to ensure that he or she will not be called upon to make any improper outlays. The arrangements may include, for example, providing the individual, in advance, with any funds that might be needed to cover anticipated campaign expenses, or providing the individual with use of a campaign credit card.” 256

Campaign committees may pay for operating expenditures with a committee credit card and must itemize the credit card payment if such payments exceed $200 during the election cycle. 257 The campaign committee must also itemize, as a memo entry, specific transactions charged on a credit card if payments to the vendor exceed $200. 258 The memo entry must include the vendor’s name, the purpose of the disbursement, date services were received, and the disbursement amount. 259

The Ethics Manual also advises that a Member “must take reasonable steps to ensure that any outside organization over which he or she exercises control—including the individual’s own authorized campaign committee . . . operates in compliance with applicable law.” 260 In violating FECA or another provision of statutory law, a Member may also violate House Rule XXIII, clause 1 and paragraph 2 of the Code of Ethics for Government Service.

254 Id.
256 Ethics Manual at 139.
258 Id.
259 Id.
260 Ethics Manual at 123.
iii. Findings

Between January 2011 and July 2018, Representative Schweikert’s campaign committees routinely accepted contributions, frequently in the form of outlays, from Mr. Schwab and other members of Representative Schweikert congressional staff, in violation of applicable laws and rules that prohibit members of congressional staff from making contributions to their employing Members’ campaigns.

The Committee has investigated other instances where congressional staff made impermissible outlays on behalf of their employing Members’ campaigns. Those matters have typically been resolved by the Committee through the issuance of private letters in recognition of the small amount of outlays at issue or infrequent or discrete nature of the occurrence. But in this case the outlays by staff, particularly Mr. Schwab, were unprecedented in their nature, frequency, and amount. Specifically, Mr. Schwab made campaign outlays throughout his entire eight-year employment in Representative Schweikert’s congressional office, which totaled over a quarter million dollars. Even though such outlays were generally reimbursed, the advances themselves were of significant value to the campaign, as they enabled higher quarterly reporting numbers and permitted the campaign to meet its other bills while Mr. Schwab held the debt until additional funds could be raised. He then received reimbursements for these impermissible outlays through various means that obscured the scope of this practice. Therefore, while it is not uncommon for the Committee to find instances in which congressional staff make minor or occasional outlays for the benefit of their employing Member’s campaign, the extent of impermissible outlays in this case was substantial.

The ISC received conflicting testimony regarding the extent of Representative Schweikert’s awareness of this practice and whether Mrs. Schweikert solicited a monetary contribution from Mr. Schwab.301 But Representative Schweikert’s contention that he did not pay close attention to how his campaign funds were spent and his testimony that he was unaware that Mr. Schwab was making outlays on behalf of his campaign using personal funds is not consistent with the record before the ISC. In 2014 or 2015, concerns about Mr. Schwab’s campaign reimbursements were brought directly to Representative Schweikert’s attention, who said he would “look in to it,” but then did nothing to stop the practice.302 Prior to this point, Representative Schweikert’s spouse served as campaign treasurer, during a period when over three thousand dollars’ worth of reimbursements were reportedly paid directly to Mr. Schwab.303 During that time, Representative Schweikert and Mrs. Schweikert “watched every penny” coming in and going out of the campaign.304 At a minimum, therefore, Representative Schweikert should have known that Mr. Schwab was making a significant amount of disbursements on behalf of his campaign.

301 ISC Interview of Oliver Schwab; ISC Interview of Employee F; ISC Interview of Representative Schweikert.
302 ISC Interview of Campaign Consultant.
303 Appendix C*6.
304 ISC Interview of 2012 Campaign Manager.
Members must take reasonable steps to ensure the campaign committees they oversee operate in compliance with applicable law. Yet Representative Schweikert failed to place any limits on Mr. Schwab’s expenditures for the campaign and abdicated his duty to perform any meaningful oversight over Mr. Schwab and his campaign’s spending practices. Representative Schweikert’s close relationship with Mr. Schwab further dissuaded staff from bringing concerns about Mr. Schwab’s outlays to Representative Schweikert’s attention.

The ISC appreciates that Members’ schedules do not afford them the time to tend to day to day particulars of campaign spending and recognizes Representative Schweikert has maintained that he was unaware of the absolute prohibition against staff making contributions to their employing Members’ campaigns. However, his failure to exercise proper oversight over his campaign resulted in sustained and significant violations of the prohibition against congressional staff making contributions to their employing Members’ campaigns. As discussed above, although Mr. Schwab’s outlays were largely reimbursed, the manner in which he sought reimbursement (including a pattern of holding debt through reporting periods) advantaged Representative Schweikert’s campaign. Even if the ISC were to credit Representative Schweikert’s assertion that he was oblivious to the fact that his campaign’s bills were getting paid because of Mr. Schwab’s personal advances, Representative Schweikert’s utter indifference to his campaign’s financial transactions was a gross neglect of his responsibility as a congressional candidate and House Member to ensure his campaign committees operated in compliance with applicable laws and regulations.

By engaging in the above conduct, Representative Schweikert failed to uphold the laws and regulations of the United States, including provisions of the FECA and the FEC’s implementing regulations, and was a party to their non-compliance, in violation of paragraph 2 of the Code of Ethics for Government Service and House Rule XXIII, clause 1.

The ISC further notes that the sheer breadth of this misconduct was obscured from the public, the FEC, and the Committee because Representative Schweikert’s campaign committees reported the repayments to Mr. Schwab through various means, including by issuing reimbursements to Mr. Schwab directly, to his single-member LLC, Chartwell Associates, and through payments to his personal credit card companies. Although these methods of payment may not amount to violations of campaign finance laws, they compounded the serious transparency concerns at issue. In addition, in many instances, Mr. Schwab held debt he incurred on behalf of the campaign, thereby allowing the campaign to post higher cash on hand totals and Representative Schweikert to receive repayments on his personal loans. Each outlay that Representative Schweikert’s campaign failed to reimburse or only partially reimbursed within the same reporting period should have been reported as a debt owed by the Committee, but no such reporting was made. The ISC did not make a finding that these reporting errors constituted a separate violation of House rules or laws, but found them to be part of an overall systemic pattern of misconduct that did not reflect creditably upon the House.

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305 Ethics Manual at 123.
306 ISC Interview of 2012 Campaign Manager, OCE Interview of Employee D (OCE’s Second Referral, Exhibit 5).
The ISC recommends that Representative Schweikert continue to work with the FEC to address the issues detailed above relating to impermissible advances from Mr. Schwab and other congressional staffers.

7. Allegations that Representative Schweikert Accepted Gifts from Staff & Misused Campaign Funds for Personal Expenditures

i. Facts

As discussed above, Mr. Schwab frequently made purchases on behalf of Representative Schweikert’s campaign which were not always quickly reimbursed by the campaign. Because of the delays in repayment, Mr. Schwab often complained in front of other members of staff that Representative Schweikert owed him thousands of dollars.\(^{308}\) OCE determined that Representative Schweikert may have accepted gifts or loans from Mr. Schwab based on testimony from staff who overheard Mr. Schwab’s complaints about being owed money.\(^{309}\)

Mr. Schwab’s purchases were not limited to campaign expenditures, he, as well as other official staff members, also made numerous purchases for Representative Schweikert’s personal use. In many instances, Representative Schweikert directly reimbursed staff for the expenses they incurred; however, on some occasions, funds from Representative Schweikert’s campaign were used to reimburse staff for the personal expenses.

For example, Mr. Schwab frequently bought food for Representative Schweikert when the congressman was in Washington, D.C., usually on his own initiative.\(^{310}\) On at least one occasion, Mr. Schwab paid for a meal Representative Schweikert attended with official staff in which Representative Schweikert left before the bill came.\(^{311}\) Mr. Schwab testified that he was not reimbursed by Representative Schweikert directly on these occasions, instead, he received reimbursements from the campaign for the purchases or by billing the campaign for services to obscure the underlying reason for the reimbursement.\(^{312}\)

Representative Schweikert denied that he ever left a dinner without paying his portion of the meal, and explained that while “it’s probably happened” that staff purchased food from him, in each instance “they were paid back immediately.”\(^{313}\) The ISC found that in some instances, however, staff were not paid back immediately or directly by Representative Schweikert, instead,

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\(^{308}\) OCE Interview of Financial Administrator (OCE’s Second Referral, Exhibit 9); ISC Interview of Employee B; ISC Interview of Employee C.  
\(^{309}\) OCE Second Referral at 23-26.  
\(^{310}\) ISC Interview of Oliver Schwab; ISC Interview of Employee A.  
\(^{311}\) ISC Interview of Employee A; ISC Interview of Oliver Schwab.  
\(^{312}\) ISC Interview of Oliver Schwab (“[W]e do not get into the business of having Longworth cafeteria on Mr. Schweikert’s FEC . . . he was very adamant that he did not want a whole bunch of dinners in D.C. showing up on his FECs. So, the way that those would get repaid to the person who had provided the outfit, that being me, is that it would show up in the form of me charging a consulting invoice.”).  
\(^{313}\) ISC Interview of Representative Schweikert.
they were repaid by his campaign or by Mr. Schwab who then received reimbursement through the campaign. 314

In some instances, staff sent their receipts directly to Mr. Schwab for repayment. 315 One staffer recalled hearing another staffer who regularly bought a significant amount of food for the congressman that Representative Schweikert had a “pretty big tab going right now.” 316 Mr. Schwab included receipts he received from congressional staffers for Representative Schweikert’s meal expenses as part of larger reimbursement requests he submitted on behalf of Chartwell Associates. 317

Mr. Schwab and another staffer also paid for Representative Schweikert’s dry-cleaning on occasion and were reimbursed. 318 Representative Schweikert, however, denied that staff paid for dry cleaning, noting: “I’m not like so many of these Members, go get my dry cleaning, go take my dog for a walk, go watch my daughter, go buy me something. I’ve just never done any of those things.” 319 He further testified that he “hit the ceiling” after learning Mr. Schwab used campaign funds to pay for dry cleaning and stated “I have no idea who it is for or what it is for, but that is unacceptable.” 320

The ISC found that Mr. Schwab occasionally purchased flight upgrades for Representative Schweikert when he was traveling with his daughter. 321 Representative Schweikert testified that he was unaware that Mr. Schwab had paid for his upgrade in these instances and said that he was

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314 Exhibit 53, see, e.g., ISC Interview of Employee G (testifying that the purchases of more than $200 included food for consumption by the entire office but also food specifically for Representative Schweikert, the staffer was reimbursed by the campaign committee); ISC Interview of Employee A (testifying she picked up groceries that Representative Schweikert requested for his meals, such as salads or frozen Indian or Chinese food, to eat while he was in the office and stating she was typically reimbursed by the congressman but on “rare occasion” was reimbursed by Mr. Schwab); Exhibit 38 (stating in an email from Employee A to Mr. Schwab, “[I] wanted to send [you] a note about the receipt I gave you last week,” listing expenses for flowers and “berries for [Representative Schweikert’s] smoothies”).

315 See, e.g., Exhibit 38. Employee J emailed Mr. Schwab with the subject title “[Representative Schweikert] Food” and listed food purchases totaling $115.

316 ISC Interview of Employee G.

317 On April 21, 2016 Friends of David Schweikert issued a check to Mr. Schwab, via Chartwell Associates, which included reimbursement for the staffers’ outlays for meal expenses. See Exhibit 38.

318 ISC Interview of Oliver Schwab (noting that Representative Schweikert would make attempts to repay him, but that on other occasions, he billed the campaign at Representative Schweikert’s instruction); ISC Interview of Employee A.

319 ISC Interview of Representative Schweikert.

320 Id.

321 ISC Interview of Employee A; Exhibit 54 (Dec. 21, 2016, email from Employee A to Mr. Schwab noting, “I used your SW [credit] card for a $75 American Airlines upgrade for [Representative Schweikert] to have his daughter visit. If you would like to revisit how to purchase flights for the incoming Congress, just let me know and I’ll be happy to adjust”). According to Employee A, Representative Schweikert did not like to fly first class unless he was traveling with his daughter, so in those instances, she upgraded his seat to first class and either Representative Schweikert or Mr. Schwab paid the upgrade fee. ISC Interview of Employee A. Employee A further explained that MRA funds were never paid for these upgrades because the office was “very careful” about not having taxpayer dollars go to accommodating Representative Schweikert’s daughter traveling to Washington, D.C. with him. Id.
concerned that staff did not ask to use his miles or his credit card to purchase upgrades so that he could travel with his daughter. 322

Mr. Schwab also testified he used his frequent flyer miles to purchase flights for Representative Schweikert and his family “at least a half dozen times over the last decade.” 323 According to Mr. Schwab, Representative Schweikert suggested that he do so because his frequent flyer points had been accrued through his work for the congressional and office and the campaign. 324 Mr. Schwab testified that on one occasion, Mrs. Schweikert borrowed his miles because she did not have enough points in her account and that he may have transferred the miles back into his account. 325 Although Representative Schweikert generally denied that Mr. Schwab ever used his frequent flyer miles on his family’s behalf, 326 other staff members recalled having contemporaneous discussions with Mr. Schwab where he discussed doing so. 327 In addition, on one occasion, on December 14, 2015, Mr. Schwab emailed Representative Schweikert to note that he had, on occasion, used his frequent flyer miles to purchase flights for Representative Schweikert when Representative Schweikert was traveling internationally or out of Dulles airport. 328

Mr. Schwab testified that Representative Schweikert initially made attempts to partially repay Mr. Schwab for the expenses he had incurred on his behalf, but as the numbers accrued, he instructed Mr. Schwab to “be creative” and bill the campaign for the expenses. 329 To conceal the fact that he was seeking reimbursements for personal expenses he and other staff incurred on Representative Schweikert’s behalf, Mr. Schwab occasionally submitted false campaign invoices or instructed the campaign’s treasurers to make disbursements for consulting services. 330

The ISC also found that congressional staff advanced money for babysitting services. When asked whether staff ever paid for babysitting services for his daughter, Representative Schweikert denied that staff ever did so, and insisted he paid and found babysitters himself. 331 However, at least one member of his staff found babysitters for him, including as late as May

322 ISC Interview of Representative Schweikert.
323 ISC Interview of Oliver Schwab.
324 Id.
325 Id.
326 ISC Interview of Representative Schweikert.
327 ISC Interview of Financial Administrator; ISC Interview of Employee B.
328 Exhibit 55. When asked about this email, Representative Schweikert said he thought Mr. Schwab “might have been trying to milk miles off my flights.” ISC Interview of Representative Schweikert. On at least one occasion, Mr. Schwab advanced hotel expenses and sought reimbursement from Representative Schweikert’s leadership PAC. On February 25, 2016, Mr. Schwab emailed Mrs. Schweikert, Representative Schweikert, and Employee A, “In the event that [Mrs. Schweikert] chooses to fly in on March 2nd, I have a room reserved (and fully paid for) at the Residence Inn, 4 blocks from the Capitol.” Mr. Schwab’s credit card showed a Residence Inn Capitol charge posted on March 6, 2016 for $238.77. On April 14, 2016, Mr. Schwab was reimbursed by Representative Schweikert’s leadership PAC, Team Dave, for this expense, which was reported as “PAC Travel” and paid to Chartwell Associates. See Exhibit 56. The ISC did not receive additional evidence regarding the purpose of this travel.
329 ISC Interview of Oliver Schwab.
330 Id.
331 ISC Interview of Representative Schweikert.
2018.  Employee A, also paid over $800 out of her own pocket for babysitting services on Representative Schweikert’s behalf on two occasions. She was reimbursed for those expenses with campaign funds. For the first instance, Employee A emailed Mr. Schwab on July 26, 2017 with a list of non-official expenses totaling $476.90, $350 of which was for, among other things, “Sally babysitting.” On June 27, 2017, Friends of David Schweikert disbursed $476.90 for “petty cash,” in connection with Employee A’s reimbursement request. For the second instance, Mr. Schwab emailed Employee A on October 6, 2017, and asked her to “resend babysitting,” to which she responded: “$502.83.” Employee A explained that Mr. Schwab’s email was asking her to resend the cost of babysitting for Representative Schweikert’s daughter and that her response referred to costs associated with babysitting. On October 9, 2017, Friends of David Schweikert disbursed $1,000.00 to Employee A, for “strategic campaign consulting” at Mr. Schwab’s direction, when Mr. Schwab intended for this disbursement to reimburse Employee A for babysitting expenses she incurred on behalf of Representative Schweikert.

Two staff members testified that congressional staffers watched Representative Schweikert’s daughter within the congressional office. In addition, the ISC reviewed evidence indicating that Representative Schweikert sought to hire a staff member to help watch his daughter. On March 19, 2016, a member of Representative Schweikert’s congressional staff emailed Mr. Schwab to tell him:

[Representative Schweikert] came to me pushing to find him a ‘unemployed female intern type person’ to be Olivia’s nanny this week—I said I didn’t know anyone because I don’t want to put someone in the position of being a babysitter. Just a heads up.

Representative Schweikert denied that he ever asked staff to watch his daughter and noted that on one occasion, when his babysitter was running late, he left his daughter in his office with the door closed and that he did not ask staff to watch her.

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332 Exhibit 57 (On May 30, 2018, Employee A emailed Mr. Schwab to inform him that she could not find a babysitter for Representative Schweikert due to the short amount of time).
333 Exhibit 58.
335 Exhibit 59.
336 ISC Interview of Employee A.
338 ISC Interview of Employee A; ISC Interview of Employee H (explaining that staff has not babysat “in the formal traditional sense of go over to his house and watch his kid” but there were “maybe three or four times” in which Representative Schweikert brought his daughter to the office and there were times when she did not go with him to committee meetings).
339 Exhibit 60.
340 ISC Interview of Representative Schweikert.
ii. Relevant Laws, Rules, and Other Applicable Standards of Conduct

House Rule XXIII, clause 6 provides that a Member –

(a) shall keep the campaign funds of such individual separate from the personal funds of such individual;
(b) may not convert campaign funds to personal use in excess of an amount representing reimbursement for legitimate and verifiable campaign expenditures; and
(c) except as provided in clause 1(b) of rule XXIV, may not expend funds from a campaign account of such individual that are not attributable to bona fide campaign or political purposes.

FECA and its implementing regulations also prohibit the use of campaign funds for personal use. A contribution shall be considered to be converted to personal use if it is used to fulfill any commitment, obligation, or expense of a person that would exist irrespective of the candidate’s election campaign or duties as a federal officeholder, including:

(A) a home mortgage, rent, or utility payment;
(B) a clothing purchase;
(C) a noncampaign-related automobile expense;
(D) a country club membership;
(E) a vacation or other noncampaign-related trip;
(F) a household food item;
(G) a tuition payment;
(H) admission to a sporting event, concert, theater, or other form of entertainment not associated with an election campaign; and
(I) dues, fees, and other payments to a health club or recreational facility.

The Ethics Manual notes that campaign funds may be used to pay for certain meal expenses, including meals connected to campaign events and for food and beverage expenses that are incidental to official meetings that include outside individuals, such as constituents.

As a general matter, House Rule XXV, clause 5(a)(3)(F) provides that Members, officers, and employees may accept “a gift from another Member . . . officer, or employee of the House or Senate.” The Committee has explained, however, that federal law generally bars government employees from giving gifts to their official superiors and prohibits employees from accepting a gift from those who work for them. A “gift” is anything of monetary value, including gifts of services, meals, payment in advance, or reimbursement after the expense has been incurred.

341 See 52 U.S.C. § 30114(b)(1); 11 C.F.R. § 113.2(c).
342 52 U.S.C. §§ 30114(b)(2).
343 Ethics Manual at 139-160.
344 Id. at 70 (citing 5 U.S.C. § 7351). The Committee has recognized common sense exceptions for voluntary gifts on special occasions where gifts are traditionally given, such as birthdays and holidays.
345 House Rule XXV, cl. 5(a)(2)(A).
The gift prohibition does not apply to anything for which the Member pays the market value, or does not use and promptly returns to the donor.\footnote{Id. at cl. 5(a)(3)(A).} A provision of the Members’ Handbook permits the incidental personal use of House resources “when such use is negligible in nature, frequency, time consumed, and expense.”\footnote{Members’ Handbook at 3.}

Furthermore, paragraph 2 of the Code of Ethics for Government Service requires Members to uphold the laws and regulations of the United States, including provisions of the FECA and the FEC’s implementing regulations, and to never be a party to their evasion. Finally, House Rule XXIII, clause 1, states that “[a] Member . . . of the House shall behave at all times in a manner that shall reflect creditably on the House.”

iii. Findings

There were numerous instances in which members of Representative Schweikert’s staff advanced their personal funds for his personal benefit in the form of paying for meals, travel, dry-cleaning, and babysitting services. For each such instance reviewed by the ISC, staff were reimbursed the full value of the advance, either directly by Representative Schweikert, or by his campaign or Mr. Schwab.

As explained above, Members may not knowingly accept gifts from their staff members, unless a Member pays fair market value for the gift.\footnote{5 U.S.C. § 7351(c); Ethics Manual at 73.} The ISC did not find substantial evidence that Representative Schweikert received impermissible gifts from staff members. This was in large part because Mr. Schwab appears to have taken steps to make staffers whole by reimbursing their advances from campaign funds. The ISC notes that Representative Schweikert’s purported obliviousness to this fact raises concerning questions about his attention to the potential for inappropriate gifts from his staffers—in other words, if Representative Schweikert did not know that the campaign was paying for his babysitter, who did he think was paying, since it was not him?

Although the ISC did not determine that Representative Schweikert violated applicable gift rules, the ISC did determine that the use of Representative Schweikert’s campaign funds to repay staff for some of those expenditures was impermissible.

As a general matter, campaign funds may be used to pay for certain expenses, including food and beverage expenses incidental to an official meeting with non-House employees, such as constituents.\footnote{Ethics Manual at 160.} Campaign funds may also be used to defray ordinary and necessary expenses incurred in connection with the recipient’s responsibilities as a holder of federal office.\footnote{11 C.F.R. § 113.2(a).} Campaign funds cannot, however, be used for a candidate’s “personal use.”\footnote{52 U.S.C. § 30114(b)(1); 11 C.F.R. § 113.2(e).}
use of campaign funds to fulfill a commitment, obligation or expense of any individual that would exist irrespective of the candidate’s campaign or duties as a federal officeholder. 352

The use of campaign funds to reimburse staff for purchases of certain food items which were consumed by staff and constituents and other outside visitors were permissible campaign expenditures where such were incidental to official activities within the congressional office. Other expenditures, including personal travel and babysitting expenses, were not legitimate uses of campaign funds, as such expenditures would have existed irrespective of Representative Schweikert’s duties as a candidate or federal officeholder.

Representative Schweikert denied knowing his campaign funds were used for his personal benefit and said it was “very odd” to see instances where his staff were seeking reimbursements from Mr. Schwab or his campaign because he had a policy of providing cash to staff. 353 Mr. Schwab, however, maintains that it was Representative Schweikert who instructed him to “be creative” and bill the campaign for personal expenses. 354 Despite this inconsistent testimony, the fact remains that Representative Schweikert’s campaign funds were, in fact, used to defray personal costs incurred on his behalf on a few occasions. While the practice of staff paying for certain personal expenses on Representative Schweikert’s behalf appears to have largely been undertaken by staff as a means to “keep the trains moving” and not at Representative Schweikert’s explicit direction, Representative Schweikert is ultimately responsible for the conduct of both his congressional and campaign offices, and should have questioned how hundreds of dollars’ worth of babysitting expenses and other personal expenses on his behalf were ultimately paid. 355

The ISC found Representative Schweikert’s overall testimony regarding these allegations to be unconvincing. Representative Schweikert’s insistence that he was “not like so many of these [other] Members,” in that he “never” directed staff perform personal tasks on their behalf was belied by the ISC’s record. For example, his express denials that staff ever paid for babysitting services or babysat on his behalf were contradicted by several members of his staff who testified otherwise, as well as documents obtained in the course of its investigation, including an email from staff expressing concern at Representative Schweikert’s attempt to find an “unemployed female intern type person” to serve as his daughter’s nanny. 357

352 11 C.F.R. § 113.1(g).
353 ISC Interview of Representative Schweikert.
354 ISC Interview of Oliver Schwab.
355 The ISC also considered whether the instances in which staff watched Representative Schweikert’s daughter within the congressional office constituted a misuse of official resources as providing babysitting services on behalf of a Member has no clear nexus to official duties. The ISC notes, however, that House rules permit the incidental personal use of government resources when such use is negligible in nature, frequency, time consumed, and expense. See Ethics Manual at 126. The instances in which staff watched Representative Schweikert’s daughter within the congressional office were infrequent and isolated occurrences. See ISC Interview of Employee A; ISC Interview of Employee H. Accordingly, the ISC declined to find that those instances constituted a separate violation.
356 ISC Interview of Representative Schweikert.
357 ISC Interview of Employee A; ISC Interview of Employee H (explaining that staff has not babysat “in the formal traditional sense of go over to his house and watch his kid” but there were “maybe three or four times” in which Representative Schweikert brought his daughter to the office and there were times when she did not go with him to committee meetings), Exhibit 60.
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The ISC was unable to calculate the precise amount of campaign funds that were misused for personal purposes because many of these expenses were characterized by Mr. Schwab as consulting expenses or petty cash, and underlying records were not preserved or provided to the campaign. The ISC determined, however, that at least $1,476.90 in campaign funds were misused for personal purposes based on disbursements paid to Employee A by Friends of David Schweikert, designated as “petty cash” and for “strategic campaign consulting,” which were intended to reimburse her for babysitting and other related expenses she incurred on behalf of Representative Schweikert.338

By engaging in the above conduct, Representative Schweikert failed to uphold the laws and regulations of the United States, including provisions of the FECA and the FEC’s implementing regulations, and was a party to their non-compliance, in violation of paragraph 2 of the Code of Ethics for Government Service.

By converting campaign funds to personal use, Representative Schweikert further violated House Rule XXIII, clause 6(c). The conversion of campaign funds to personal use is also a violation of FECA. Accordingly, in converting campaign funds to personal use, Representative Schweikert violated House Rule XXIII, clause 1.

B. Findings Relating to Misuse of Official Resources

1. Overview

The ISC investigated allegations that Representative Schweikert’s Members’ Representational Allowance (MRA) was misused with respect to the following categories: (1) campaign work; (2) a mixed-purpose trip to Phoenix taken by Mr. Schwab in January 2015; (3) reimbursements for office supply purchases; and (4) a training program attended by Mr. Schwab. In addition, the ISC investigated allegations that staff were pressured to perform campaign work.

As discussed below, the ISC determined that between 2011 and 2018, Representative Schweikert’s official resources were misused to support his campaign. The ISC also determined that Mr. Schwab felt pressured by Representative Schweikert to fundraise on behalf of his campaign. Although other staff generally did not feel pressure to perform work from Representative Schweikert directly, some staff did feel there was an expectation to assist the campaign as a result of Mr. Schwab’s actions. The ISC also concluded Representative Schweikert’s MRA was used improperly to fully fund a trip Mr. Schwab took to Phoenix that was taken for official and unofficial purposes. However, the ISC did not find substantial reason to believe that Representative Schweikert’s MRA was misused with respect to office supply purchases or in connection with a training program Mr. Schwab attended.

For much of the relevant period, Representative Schweikert made little to no effort to oversee the use of official resources in his office, including how his MRA was spent. In addition,

338 Although the Committee generally directs Members to repay misused funds, the ISC determined that repayment was not necessary in light of the substantial fine Representative Schweikert has agreed to pay.
although Representative Schweikert testified that he was unaware Mr. Schwab or any other member of his staff performed campaign work within the office, another staffer testified that it would take “willful ignorance and negligence” for Representative Schweikert to be unaware that Mr. Schwab performed campaign work in the office. The ISC found that there were numerous instances in which members of Representative Schweikert’s staff engaged in campaign work within the office and there were occasions in which Representative Schweikert also engaged in campaign work within the congressional office.

As the Ethics Manual explains, “the misuse of the funds and other resources that the House of Representatives entrusts to Members for the conduct of official House business is a very serious matter” and, therefore, “each Member should be aware that he or she may be held responsible for any improper use of House resources that occurs in the Member’s office.” Members who misuse official resources and compel staff to perform campaign work may also violate other standards of conduct, including House Rule XXIII, clauses 1 and 2, and paragraph 2 of the Code of Ethics for Government Service. Members may also be held liable for any improper use of House resources where a Member knew or had reason to know of improper conduct by staff.

The use of Representative Schweikert’s MRA for unofficial purposes was not an isolated occurrence, but part of a long-running practice that ultimately benefited Representative Schweikert’s campaign at taxpayer’s expense. Although much of the misuse centered around Mr. Schwab’s conduct, the ISC determined that Representative Schweikert facilitated the use of resources for campaign purposes by pressuring Mr. Schwab to perform campaign work, while at the same time failing to set appropriate boundaries over Mr. Schwab’s performance of official versus campaign work.

As explained in more detail below, the ISC determined that by engaging in this conduct, particularly, by failing to adequately supervise Mr. Schwab, Representative Schweikert’s conduct did not reflect creditably on the House, in violation of House Rule XXIII, clause 1. The ISC further determined that Representative Schweikert failed to uphold the laws and regulations of the United States, including 31 U.S.C. § 1301 and other standards of conduct, including the implementing policies contained in the Members’ Handbook, and was a party to their non-compliance, in violation of paragraph 2 of the Code of Ethics for Government Service.

   
   i. Background

Between 2011 and 2018, members of Representative Schweikert’s congressional staff performed political work using congressional resources, including congressional staff time and congressional office space.

530 ISC Interview of Employee G.
531 Ethics Manual at 124.
Although the employee handbook in Representative Schweikert’s office set certain office policies prohibiting the use of official resources for political activities and providing that campaign work could only be performed on staff’s own time, the handbook policies were not always followed. Congressional staff informed the ISC that they did not consult the handbook regularly, and that the office employed looser policies in practice.

A. Campaign Work by Mr. Schwab

Mr. Schwab was responsible for the majority of political work performed within Representative Schweikert’s congressional office, although several staff testified that he usually tried to leave the office to perform campaign work. Mr. Schwab’s campaign-related activities in the congressional office ranged from menial tasks to substantive work, including:

- stuffing and stamping campaign mailers;
- storing campaign materials in the congressional office;
- meeting with a political pollster;
- drafting and responding to campaign communications;
- regularly using the congressional office scanner to print and send campaign-related documents, including his campaign reimbursement requests;
- using his House devices for campaign purposes;
- taking campaign calls.

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360 Exhibit 49 (2011 Office Manual). An update to the handbook was made in January 2017 to define an employee’s “own time” to mean “before 9:00 a.m., on lunch break, on leave time, or after 5:00 p.m. Monday through Friday, or on weekends, or while on leave/vacation.” See Exhibit 50 at OCE.SCHWEIKERT.025109 (2017 Office Manual).
361 ISC Interview of Employee F; ISC Interview of Employee A. For example, even though the handbook required a running log to track when staff took paid time off and prescribed set amounts of leave employees could take, the office maintained a “very flexible” leave policy in practice. ISC Interview of Employee A. Congressional employees were also permitted to perform campaign work during the office’s hours of operation, 8:45 a.m. to 6:00 p.m. during in-session workdays and 9:00 a.m. to 5:00 p.m. during out-of-session workdays, so long as the work took place outside the congressional office and the employee made up the time spent on political activities by working longer hours. ISC Interview of Employee A.
362 See e.g., ISC interview of Employee A; ISC Interview of Employee G.
363 ISC interview of Employee B.
364 ISC Interview of Employee G; see Exhibit 61 (Dec. 2014 email from Mr. Schwab to district director asking: “[w]ould you be willing to grab one of the Schweikert coffee baskets out of the file cabinet by where I sit and coordinate with [campaign stuff] to see if she can bring [it] over to a political group.”
365 Mr. Schwab advised that he worked to make sure the pollster’s visit to the office in February 2014 was “aboveboard” and while he testified the pollster “know that there needed to be a separation of political to official . . . [Representative] Schweikert was pretty damn adamant that he wanted to ramp up sort of the political awareness of the office.” ISC interview of Oliver Schwab. See Exhibit 33 (Feb. 2014 email regarding the pollster’s visit); see also OCE Interview of Employee E (OCE’s Second Referal, Exhibit 11) (Staffer, who worked in the congressional office until May 2013, testified: “I think at one point, I recall the congressman’s pollster came to the office and talked to [sic] some poll people, just some results they had gotten from being in the field.”)
366 ISC Interview of Employee C; ISC Interview of Oliver Schwab; ISC Interview of Employee B.
367 See e.g., Exhibit 62.
368 ISC interview of Oliver Schwab (noting that he did so on the “rarest” of occasions); see e.g., Exhibit 63 (using office scanner to send to campaign materials).
369 ISC Interview of Oliver Schwab.
• enlisting help from members of Representative Schweikert’s legislative staff to edit and proofread campaign materials.\textsuperscript{372}

One staff member who was employed in the Washington, D.C. office between January 2011 and May 2013, recalled staff complained that Mr. Schwab frequently was “pushing the envelope and trying to push the line” when it came to performing political activity within the congressional office.\textsuperscript{373} In many instances, Mr. Schwab performed campaign work within the congressional office, by using his personal laptop.\textsuperscript{374}

Some staff members testified that they were unaware that Mr. Schwab was performing political work within the congressional office or denied knowing he used official resources in support of the campaign.\textsuperscript{375} However, in some instances, those same staffers were copied on campaign-related requests that Mr. Schwab sent while in the congressional office or using congressional devices.\textsuperscript{376}

While Mr. Schwab performed a substantial amount of campaign work within the congressional office, Mr. Schwab also spent significant time outside of the congressional office performing campaign work.\textsuperscript{377} One staff member recalled that Representative Schweikert was “very frugal” and did not want to have a large campaign staff, and another recalled the campaign “was just Oliver and David.”\textsuperscript{378} This structure appears to have contributed to the amount of time Mr. Schwab spent performing campaign work, as he acknowledged he was often out of the congressional office, in order to perform campaign work, and explained that he was responsible for “running all political operations, all in-district fundraising, raising all of the NRCC dues, all of the reelection dollars on an individual basis, managing the email campaigns, [and] managing the House file campaigns.”\textsuperscript{379}

Representative Schweikert similarly testified that Mr. Schwab was often absent from the congressional office. While he recalled “dozens of times” where Mr. Schwab left the congressional office to take a campaign-related call, he did not believe that Mr. Schwab was frequently absent from the office to perform campaign work, noting instead that Mr. Schwab was

\textsuperscript{372} ISC interview of Employee C; ISC Interview of Oliver Schwab.
\textsuperscript{373} OCE Interview of 2012 Campaign Manager (OCE’s Second Referral, Exhibit 6).
\textsuperscript{374} ISC Interview of Employee C; ISC Interview of Oliver Schwab.
\textsuperscript{375} ISC Interview of Employee H; ISC Interview of Employee A.
\textsuperscript{376} See e.g., Exhibit 64.
\textsuperscript{377} ISC Interview of Employee G; ISC Interview of Employee A; OCE Interview of 2012 Campaign Manager (OCE’s Second Referral, Exhibit 6) (noting nearly every day in mid to late 2013, he was hearing from Washington, D.C. staff that they did not know where Mr. Schwab was, “he’d disappear for four or five hours” and he assumed he was at the NRCC making political phone calls; see e.g., Exhibit 65 (Oct. 18, 2016 email from Mr. Schwab to Financial Administrator noting that unless it was necessary, he did not anticipate being physically in the office until after the election).}
\textsuperscript{378} ISC Interview of Employee G (“[Representative] Schweikert is a very frugal man in some ways and, especially with his campaign, didn’t want to have a lot of campaign staff.”); ISC Interview of Employee A (“[Representative Schweikert] never really had a campaign while I was there. It was just [Representative Schweikert] and [Mr. Schwab].”).
\textsuperscript{379} ISC Interview of Oliver Schwab.
mostly socializing and building relationships. Representative Schweikert further stated that while he did not know for certain that Mr. Schwab’s absences were attributed to campaign work, “you have to assume you’ve hired an adult that knows the rules.”

Even though Representative Schweikert’s office had written policies for tracking leave and only allowed for campaign work to be performed outside of working hours, the office kept no formal record of the hours Mr. Schwab spent working during official versus unofficial hours. Mr. Schwab testified that “taxpayers got more than a full day’s work out of [him] on any given day of the week” given the long hours he worked. Another former staffer, tasked with keeping track of employee time, echoed these sentiments: “I wasn’t fazed by Oliver’s time, because anytime I had an official question, he was responsive . . . he was always accessible, and he always answered official questions no matter what time of the day it was.” On at least one occasion, Mr. Schwab was cautioned by another staffer against the use of official resources for unofficial purposes, and on another occasion, Mr. Schwab cautioned other staffers. Those admonitions, however, were inconsistent with Mr. Schwab’s actions and did not prevent the use of official resources for non-official purposes by other staff.

According to one former staffer, following public reporting about Mr. Schwab’s spending and campaign activities in November 2017, Mr. Schwab wanted “to make sure that he was being transparent and had records of what he was doing.” On February 21, 2018, after the initiation of OCE’s investigation into Mr. Schwab’s conduct, Mr. Schwab emailed other congressional staffers, noting: “I am going to implement a new protocol for how I manage personal time that I take off to perform campaign responsibilities,” and enlisted help from another staffer to keep track of his time off setting up a separate email account to track his hours.

B. Campaign Work by Other Staff

Four other members of Representative Schweikert’s staff testified that they performed campaign work in the congressional office on occasion, though to a significantly lesser extent than Mr. Schwab. Employee E advised the ISC that he was asked “to provide inputs, edits or comments

380 ISC Interview of Representative Schweikert.
381 Id.
382 ISC Interview of Oliver Schwab.
383 ISC Interview of Employee A. See also ISC Interview of Employee C (“[H]e [would] sometimes work in the office late at night. Other times he would be out of the office for a portion of the day, you know, come in on weekends and take Friday off and things of that nature. There [were] no structured standardized hours that he worked.”)
384 Exhibit 66 (Mar. 20, 2012 email from Mr. Schwab to Employee F: “[O]f course none of this [campaign related communication] is appropriate on the official [email]. Forward [emails] to email and lets have the conversation there in future.”); Exhibit 67 (Oct. 7, 2013 email from Employee F to Mr. Schwab noting that he received a fundraising email on his official email account and that Mr. Schwab should “have a very serious conversation with” himself and a “[]tone out may need to be in order”).
385 ISC Interview of Employee A.
386 Exhibit 69. Mr. Schwab also took steps to avoid performing campaign work during the day. On April 24, 2018, Mr. Schwab emailed staff, “I have deleted my personal gmail from my official phone just as a safeguard that an official device just as a safeguard that an official device just to guarantee an additional step in compliance in the event that inbound messages appear throughout the day.” Exhibit 69.
to support campaign activities” and noted, “more often than not, [he] would perform those activities using an office computer[] and coordinating through [his] personal email account.”387 Employee E also authored campaign documents within the congressional office.388 For example, in December 2015, Employee E drafted an overview of Representative Schweikert’s policy positions on Israel, at Mr. Schwab’s request, so that the information could be sent to the host of an upcoming fundraiser for Representative Schweikert.389 In addition, in March 2016, Employee E wrote a portion of a campaign newsletter, again at Mr. Schwab’s request, within the official office and using House resources.390 Employee E also provided briefings to Representative Schweikert in advance of non-official events within the congressional office.391 In testimony to OCE, Employee E characterized these briefings for Representative Schweikert as “always kind of that wink and nod, that it was for the campaign or a campaign event, but never specifically said”392, he later noted to the ISC that his phrasing “may have been a bad choice of words,” and said he believed he was “providing policy support within the official capacity that happened to have a campaign tie-in” and “there was an understanding that there was a campaign benefit from him understanding the policy issues.”393

Employee F engaged in campaign work by occasionally posting content on Representative Schweikert’s campaign social media pages using his House computer.394 He also sent campaign related communications, including fundraising requests within the congressional office.395 Employee F could not estimate how many times he sent fundraising invites from within the congressional office.396 On one occasion, Employee F instructed another congressional staff member to do a social media analysis of a communication sent by Representative Schweikert’s campaign.397 According to Employee F, he asked the staff member to not use any official resources to complete the task.398

Other staffers, such as Employee B engaged in campaign-related activity in Representative Schweikert’s congressional office, including sending invitations to campaign events.399

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387 Id. Exhibit 70.
388 Id. The staffer testified that he routinely deletes his inbox, so his production was not complete.
389 Id. See ISC Interview of Employee C (noting that the statement he drafted “appears to be pretty cut and dry language that we would have used for constituent correspondence or other Israel-U.S. relation products”).
390 Id. Exhibit 70; ISC Interview of Employee C (noting that the language used is “largely kind of standard boilerplate language that we would have used for like a constituent correspondence, maybe slightly modified” and that he performed this work in the office and using his office computer).
391 ISC interview of Employee C.
392 ISC Interview of Employee C (OCE’s Second Referral, Exhibit 2).
393 ISC interview of Employee F.
394 Id. Exhibit 71 (discussing Representative Schweikert’s campaign nominating petitions with a campaign vendor, using his House email account).
395 ISC Interview of Employee F.
396 Id. On June 12, 2017, the congressional intern emailed a staffer the results of the social media analysis surrounding a campaign letter. Exhibit 72.
397 ISC Interview of Employee F.
398 ISC Interview of Employee B (noting that he provided the ISC emails where he was “relatively certain” he was in the office just asking people to come to a campaign event). see e.g., Exhibits 73-77.
Employee B also recalled that “there may have been times where [Mr. Schwab] asked people to proofread a campaign e-mail.”

Additionally, Employee G helped look at campaign logos within the congressional office on at least two occasions. She also had an “informal but unpaid role of coordinating some [campaign] logistics.” This role entailed, among other things, reaching out to a campaign polster to set up a meeting at Representative Schweikert’s direction, inputting information on the office’s outlook calendar, and helping determine who to invite to campaign events. Most of these activities were undertaken in the congressional office or otherwise using official resources.

Employee G explained that she assumed that was what she was supposed to do because that is what Mr. Schwab requested of her. Employee G estimated spending less than an hour or two a week “scheduling a luncheon or finding people who had been to luncheons” within the congressional office, though she did not characterize it as a regular occurrence.

C. Representative Schweikert’s Involvement in Campaign Use of Official Resources

Representative Schweikert testified that he did not see Mr. Schwab perform campaign work in the congressional office and denied that he or other staff performed campaign work within his office. But on at least some occasions, he was involved in campaign-related discussions within the congressional office.

For example, Representative Schweikert met with his campaign polster within his congressional office on at least one occasion. On February 27, 2014, Representative Schweikert met with his campaign polster in the congressional office. He expected his staff to arrange the

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403 ISC Interview of Employee B.
404 ISC Interview of Employee G.
405 Id.
406 Id. Employee G explained, “I recall also pulling up prior luncheons that would have been campaign related and see who had attended those to say this person hasn’t been to a lunch in a long time or this person just came last week” and advised the ISC she had requested to be paid to perform the campaign work outside of working hours but was told “no.” Id. On February 9, 2014, Representative Schweikert emailed Mr. Schwab stating that Employee G had not yet contacted the polster, despite the fact that he sent Employee G the request “either yesterday or the day before.” See Exhibit 78.
407 ISC Interview of Employee G (“I was mostly instructed. Once instructed once, I thought, oh, this is what I’m supposed to do here” and recalled Mr. Schwab asking her, “[W]ho hasn’t been to a lunch in a while?!”.). Upon her departure, Employee G sent her successor an email in which she advised, “You basically just need to keep track of where the Member will be, but no logistics should be coordinated by you at all.” See Exhibit 79. Employee G said she sent this email because “I think I probably realized that I shouldn’t have been scheduling things as I was and didn’t want her to get into the same trap—or not necessarily trap, but I think I realized that I was not going to be paid for what I was doing, and I didn’t want her to do work that she didn’t need to be doing, and to avoid a possible issue.” ISC Interview of Employee G.
408 Id.
409 ISC Interview of Representative Schweikert.
410 Id.
411 Exhibit 80. Email records and staff testimony indicates that his campaign polster came to the congressional office on two other occasions. See Exhibit 80 (scheduling Feb. 2015 visit); see also OCE Interview of Employee E (OCE’s Second Referral, Exhibit 1). Employee E worked in the congressional office until May 2013 and recalled “the congressman’s campaign polster came to the office and talked to (sic) some poll things, just some results they had gotten from being in the field.” Id.
meeting, and after confirming the meeting, the scheduler informed him: “Boss, you requested that whoever was available sit in on the meeting to hear what’s going on in AZ this upcoming cycle.” Mr. Schwab sent a follow-up email to the scheduler and noted, “[t]his is to be a quiet meeting where [the pollster] and David can speak privately.” Representative Schweikert advised the ISC that his pollster has visited Capitol Hill to socialize and find more work, but he did not recall what the February 2014 meeting was about. Mr. Schwab testified that Representative Schweikert felt it would be beneficial for the pollster to speak with legislative staff about national and district base sentiments.

Shortly after the scheduler sent an email regarding the meeting, Representative Schweikert was overheard saying, “we don’t want any paper trails of emails floating around about a pollster.”

Representative Schweikert received briefings from staff prior to non-official events, and Mr. Schwab testified that he had “daily” campaign communications with Representative Schweikert within the congressional office because that was most convenient to meet given that Representative Schweikert slept in the office:

Mr. Schweikert did not want to leave the office, both in the morning and in the evening. And so that meant that anything that required his sign-off or he had directed that was now asking for follow-up on --

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80 Exhibit 78.
81 Exhibit 81.
82 ISC Interview of Representative Schweikert.
83 Id. Representative Schweikert speculated that the meeting was “to understand the attitudinally,” “what’s happening in Arizona” and explained it “seems somewhat appropriate” to do this if “you’re trying to educate the staff on what your constituency cares about.” Id.
84 ISC Interview of Oliver Schwab (explaining that while he worked closely with the pollster to make sure he knew there needed to be a separation of political to official, Representative Schweikert “was pretty darn adamant that he wanted to ramp up sort of the political awareness of the office.”).
85 Id. Exhibit 82. The ISC notes that Representative Schweikert’s document productions did not include the email exchange regarding the pollster’s visit to his congressional office. The ISC received numerous email exchanges that Representative Schweikert was copied on or that he sent in which official staff were engaging in campaign work, but which were not included in his document productions to the ISC. See e.g., Exhibit 83 (Jun. 2, 2011 email from Representative Schweikert asking Mr. Schwab to look over campaign event); Exhibit 84 (May 9, 2014 email from Mr. Schwab to Representative Schweikert noting that the congressional office’s communications director had just designed an enhanced graphic for the unofficial campaign Facebook page); Exhibit 85 (Feb. 11, 2015 email from Mr. Schwab to Representative Schweikert noting that he sent a fundraising request); Exhibit 75 (May 18, 2016 email from Mr. Schwab to Representative Schweikert and others, including congressional staff, regarding collecting nomination signatures); Exhibit 86 (May 26, 2016 email from Representative Schweikert to Mr. Schwab asking if Employee F dropped off more nominating petitions); Exhibit 87 (Dec. 13, 2016 email from District Representative to Representative Schweikert noting that he had cleaned up donor lists); Exhibit 88 (Mar. 9, 2018 email to Representative Schweikert from Mr. Schwab in which he notes he is personalizing an email invitation for joint fundraising committee event); Exhibit 89 (Mar. 18, 2018 email from Mr. Schwab to Representative Schweikert in which he notes he and Employee F will make sure to track which candidate receives an endorsement); Exhibit 90 (Jun. 20, 2018 email from Mr. Schwab, which Representative Schweikert was copied on, in which Mr. Schwab solicited a campaign contribution).
86 ISC Interview of Employee C; ISC Interview of Employee B.
which was nearly anything when it came to the campaign, because otherwise it’s just me -- would invariably take place in the office. 416

Another staff member informed the ISC that Representative Schweikert and Mr. Schwab had frequent discussions about the campaign within the congressional office, though he later characterized the conversations as non-substantive. 417

D. Remedial Measures Regarding Campaign Work by Official Staff

On October 3, 2018, Representative Schweikert informed the Committee that he had taken remedial measures to ensure that his office is fully compliant with all applicable laws, which included “a strict firewall between congressional staffers and the campaign by instituting a policy that severely restricts congressional employees from performing otherwise permissible campaign related work for his campaign.” 418

In January 2019, Representative Schweikert’s new chief of staff sent an annual reminder to all staff in which she noted:

Please know that no one on official staff is allowed to engage in campaign related activities during office hours, nor engage in anything campaign related in the office. Any questions at all on this policy, please call me.

All Schweikert campaign related activity must be approved by me, so please contact me regarding any activity you would like to be engaged with. 419

Employee H did not believe there were ever issues with official staff doing campaign-related activities during the workday; 420 her email was precipitated by a discussion she had with Representative Schweikert and the new compliance firm he had retained about keeping the congressional office separate from the campaign 421

Although most of Representative Schweikert’s staff appear to have generally abided by this policy, Employee H is not subject to this policy. She is more involved in Representative Schweikert’s campaign than she was before becoming his chief of staff in July 2018; she staffs campaign events, approves certain campaign expenses, and engages in campaign-related work during office hours, outside of the congressional office 422

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416 ISC Interview of Oliver Schwab.
417 Exhibit 70; ISC Interview of Employee C.
418 Exhibit 91.
419 Exhibit 52.
420 ISC Interview of Employee H.
421 Id.
422 ISC Interview of Employee H; ISC Interview of Employee A (noting that Employee H was not subject to the policy).
Federal law provides appropriations shall apply “only to the objects for which the appropriations were made.” Within the House of Representatives there is “a single allowance, to be known as the ‘Members’ Representational Allowance,’ (MRA) which shall be available to support the conduct of the official and representational duties of a Member of the House of Representatives with respect to the district from which the Member is elected.” The Committee on House Administration (CHA) implements these laws in the Members’ Handbook, which explains House funds and resources cannot be used for unofficial purposes; “[o]nly expenses the primary purpose of which [is] official and representational” are reimbursable from the MRA, and the MRA may not pay for campaign expenses or political expenses.

The Ethics Manual explains the prohibition against using official resources for campaign purposes:

[Funds appropriated for Member, committee, and other House offices are official resources, as are the goods and services purchased with those funds. Accordingly, among the resources that generally may not be used for campaign or political resources are congressional office equipment (including the computers, telephones and fax machines), office supplies (including official stationery and envelopes), and congressional staff time . . .

Among the specific activities that clearly may not be undertaken in a congressional office or using House resources (including official staff time) are the solicitation of contributions; the drafting of campaign speeches, statements, press releases or literature; the completion of FEC reports; the creation of issuance of a campaign mailing; and the holding of a meeting on campaign business.

There is no de minimis exception to the prohibition on using official resources for campaign or political purposes. The Ethics Manual provides for some limited exceptions to the general prohibition. For example, the individual in the congressional office who handles the Member’s schedule may coordinate with those in the campaign office who schedule the Member’s campaign appearances, but cannot make travel arrangements or coordinate other logistics for campaign

425 Members’ Handbook
427 Id. at 126 (noting that a provision in the Members’ Handbook which permits the incidental use of House equipment and supplies “only applies to incidental personal use of those resources, and not to their use for campaign or political purposes”) (emphasis in original).
428 Id. at 132-135.
events within the congressional office or while on official time. 429 In addition, a congressional office may provide a campaign office with publicly available materials, such as press releases and speeches; however, other materials in the congressional office files, such as back-up memoranda should not be shared with the campaign or used for campaign purposes and congressional staff should not do research or write speeches on behalf of the campaign while on official time or using official resources. 430 Apart from these and other limited exceptions, official resources cannot be used for campaign or political activities. 431

House employees are permitted to do campaign work outside of congressional space, without the use of any House resources, and on their own time (as opposed to “official” time for which they are compensated by the House)." 432 According to the Ethics Manual, “[w]hat constitutes a staff member’s ‘own time’ is determined by the personnel policies that are in place in the employing office. Time that is available to a staff member, under those policies, to engage in personal or other outside activities may instead be used to do campaign work, if the individual so chooses.” 433 An employee’s “free time,” generally may include the employee’s lunch period, time after the end of the business day, and annual leave. 434 The Committee’s guidance recognizes, however, that “it is unrealistic to impose conventional work hours and rules on congressional employees” and the Committee takes a “flexible view” of official time to provide leeway to Members to adapt to the particular needs of the office. 435 Members must nonetheless respect the boundaries set up by the rules, 436 which include the general expectation of a full day’s work for a full day’s pay. 437 Additionally, the policies set by the office regarding office hours may not be enforced inconsistently in order to benefit a Member’s campaign. 438

The Committee “has long taken the position that each Member is responsible for assuring that the Member’s employees are aware of and adhere to the rules, and for assuring that House resources are used for proper purposes.” 439 The Committee has cautioned that “each Member

430 Ethics Manual at 134.
431 The remaining campaign-related activities that may take place in congressional office or on official time are (1) referrals to the campaign office, (2) providing published materials to the campaign, (3) responding to questionnaires on legislative issues, and (4) providing nonpartisan voter registration materials. See id. at 133-35.
432 Id. at 126.
433 Id. at 136.
434 Id.
435 Id. at 126.
437 Rodgers at 89-90.
438 Ethics Manual at 279.
439 Rodgers at 40.
440 Id. House Comm. on Standards of Official Conduct, In the Matter of Rep. E.G. Bud Shuster, H. Rep. 106-979, 106th Cong., 2d Sess. 31 (2000) (finding the Member liable for violations of prohibition on campaign work by official staff arising from lack of uniform leave policy and holding the Member accountable for improper use of official resources even though the Committee found “no direct evidence that [the Member] was aware that this activity was taking place”); House Comm. on Standards of Official Conduct, Statement Regarding Complaints
should be aware that he or she may be held responsible for any improper use of House resources that occurs in the Member’s office."\(^{440}\)

The misuse of official resources may implicate House Rule XXIII, clauses 1 and 2, which state that “[a] Member . . . of the House shall behave at all times in a manner that shall reflect creditably on the House,” and “shall adhere to the spirit and the letter of the Rules of the House.” The improper use of official resources for campaign purposes may also result in violations of clause 2 of the Code of Ethics for Government Service, which requires any person in government service to uphold the laws and regulations of the United States.

iii. Findings

Between 2011 and 2018, official resources and staff time were frequently used to support Representative Schweikert’s campaign. Many of the instances of misuse of official resources that occurred in Representative Schweikert’s office were textbook examples of prohibited conduct discussed in the *Ethics Manual*. For example, the individual responsible for maintaining Representative Schweikert’s schedule not only coordinated Representative Schweikert’s campaign schedule but reached out to individuals to schedule meetings, and helped planned logistics of campaign events, including coming up with lists of who had and had not attended campaign events, in contravention to *Ethics Manual*’s guidance that individuals with such responsibilities should limit their work to campaign coordination.\(^{441}\) Another member of staff helped draft materials to be used in a campaign newsletter, despite clear guidance in the *Ethics Manual* that “[c]ongressional staff members should not do research on behalf of the campaign or write campaign speeches or other materials while on official time or using official resources.”\(^{442}\)

Moreover, Mr. Schwab regularly used House resources, including the congressional office space, to perform a variety of campaign-related activities that ranged from small administrative tasks such as stuffing envelopes, to more substantive matters such as drafting campaign materials, and spent a significant amount of time performing campaign work without meaningful oversight from Representative Schweikert or other efforts to ensure his time spent on campaign work was not time that he should have been spending on his official responsibilities. Although Representative Schweikert testified that he assumed Mr. Schwab “knows the rules.”\(^ {443}\) he did not appear to ever discuss what those specific rules were with Mr. Schwab, nor did he perform any

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\(^{441}\) *Ethics Manual* at 124.

\(^{442}\) ISC Interview of Employee G at 42, *Ethics Manual* at 133.

\(^{443}\) *Ethics Manual* at 134.

\(^{444}\) ISC Interview of Representative Schweikert.
meaningful supervision over Mr. Schwab. The ISC was also unable to verify Mr. Schwab’s claim that “taxpayers got more than a full day’s work.”

According to the Ethics Manual, “each Member should be aware that he or she may be held responsible for any improper use of House resources that occurs in the Member’s office.” The Committee has found Members liable for staff’s conduct in many prior matters. In determining Member liability for staff misconduct, the Committee distinguish between cases where a Member knew, or should have known, of improper conduct and instances where a Member reasonably believed that staff was acting properly or there was a “rogue employee.”

Representative Schweikert knew, or should have known, that official resources were being misused to support his campaign. As a preliminary matter, Representative Schweikert presided over a campaign operation that was heavily dependent on Mr. Schwab, who served as the campaign’s primary fundraiser and campaign manager. While the ISC recognizes that it is not uncommon for senior staff to also assist with their Members’ campaigns, those staffers must still abide by the restrictions on the use of official resources for campaign purposes. The pressure Mr. Schwab felt to fundraise for the campaign further led him to “maximize the resources available” to him, including the congressional staff working under his supervision, to assist with campaign matters.

The ISC also determined that Representative Schweikert participated directly in some instances of the misuse, by, among other things, receiving briefings in advance of campaign events within the congressional office, and having ongoing discussions with Mr. Schwab about campaign-related matters within the congressional office. Despite his denials to the contrary, the ISC determined, as another staff noted, that it would take “willful ignorance and negligence” for Representative Schweikert not to have been aware that either official resources were being used to benefit his campaign or that people were potentially doing campaign work in his House office.

By engaging in the above conduct, particularly, by failing to adequately supervise his staff, Representative Schweikert failed to uphold the laws and regulations of the United States, including 31 U.S.C. § 1301 and other standards of conduct, including the implementing policies contained in the Members’ Handbook, and was a party to their non-compliance, in violation of paragraph 2 of the Code of Ethics for Government Service. Representative Schweikert’s actions, particularly his failure to adequately supervise staff, further reflected poorly on the institution of

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444 ISC Interview of Oliver Schwab.
446 See Murphy (“[A] Member must be held responsible to the House for assuring that resources provided in support of his official duties are applied to the proper purposes.”).
447 See Richardson (“The ISC recognizes that misconduct in a Member office can range on a spectrum between subordinates following orders despite their wrongfulness, and ‘rogue’ agents acting outside the authority granted to them by a Member.”)
448 ISC Interview of Oliver Schwab; ISC Interview of Employee G.
449 ISC Interview of Oliver Schwab.
450 ISC Interview of Employee C; ISC Interview of Employee B.
451 ISC Interview of Oliver Schwab; ISC Interview of Employee C.
452 ISC Interview of Employee G.
the House and, thereby, brought discredit upon the House, in violation of House Rule XXIII, clause 1.

The Committee sometimes resolves matters involving sporadic or minor misuses of official resources for campaign purposes with a private direction to, e.g., repay the value of a few hours of misused staff time or the amount of misused MRA funds. While the misuse of official resources to benefit Representative Schweikert’s campaign was not as severe as in other recent matters before the Committee that resulted in sanctions, it was far from incidental or minor and could have been prevented with proper oversight of staff. In recognition of the substantial fine that Representative Schweikert has agreed to pay for the totality of violations, the ISC determined that no further payment to the Treasury for misused official resources was warranted.

3. **Findings Relating to Pressuring Staff to Perform Campaign Work**

i. Background

Mr. Schwab testified that he was routinely pressured by Representative Schweikert to perform campaign work, particularly campaign fundraising throughout his employment Representative Schweikert’s congressional office. According to Mr. Schwab, he was expected to prioritize campaign work over official work and Representative Schweikert instructed him on a “daily” basis to leave the congressional office and fundraise on his behalf. Another staff member testified that she saw Representative Schweikert ask Mr. Schwab, as well as the Chief of Staff who replaced him, to leave the office and handle campaign work.

There were some instances in which Mr. Schwab referenced fundraising pressure in emails to Representative Schweikert. For example, in April 2015, Mr. Schwab sent an email to Representative Schweikert and another official staff member noting: “I was able to move the ball rightly forward with the NRCC this week. Total outstanding due for 2015 is only $24,450 ... Good work guys. The pressure is completely off to raise for the NRCC now.” In another instance, Mr. Schwab told Representative Schweikert he could not be the only staff member “proactively engaging support” in order to raise funds. Mr. Schwab explained that his email was not intended to direct another staffer to raise funds, but indicated that the pressure to raise significant funds created a more general pressure for staff to “pull[ ] their weight.”

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453 See, e.g., Rodgers; Richardson.
454 ISC Interview of Oliver Schwab.
455 Id. According to Mr. Schwab, Representative Schweikert’s campaign consultant also told him to leave the congressional office to fundraise, noting it “even got to the point where he would work to befuddle the staff assistant of the district office to report on when I was there and when I wasn’t.” ISC Interview of Oliver Schwab; ISC Interview of Campaign Consultant (noting that he did not recall whether he kept tabs on Mr. Schwab’s whereabouts).
456 ISC Interview of Employee A.
457 Exhibit 92.
458 Exhibit 93.
459 ISC Interview of Oliver Schwab.
The ISC received evidence that by the fall of 2016, Representative Schweikert was heavily pressuring Mr. Schwab to fundraise. Another staffer in the office testified:

[Representative Schweikert had] been pushing Oliver really hard, you’re going to raise me a million dollars, you’re going to raise me a million dollars. This is really kind of post, you know, after August and, you know, David’s opportunity to run against McCain was over. He’s like, well, I want the next one, I want to be able to challenge Jeff Flake.

And so, the comment over and over again was, you’re going to raise me a million dollars, you’re going to raise me a million dollars. David did complain to me on more than one occasion that he thought Oliver, at this point in time—this was the only time that I ever heard anything negative about Oliver was, like, Oliver needs to be working really hard on fundraising. Not that he’s doing a bad job, just that needs to be, he needs to be fundraising, fundraising, fundraising all the time. 460

Representative Schweikert, however, denied that he ever pressured Mr. Schwab to fundraise on his behalf or instructed him to leave the office to perform campaign work: “Saying go out and make fundraising phone calls? I don’t think I did it that way. That doesn’t mean he wasn’t out making phone calls on my behalf.” Instead, Representative Schweikert testified, “I don’t think I would have had to say that. I think he almost—instructed him to leave.”

The ISC did not receive evidence that Representative Schweikert directly pressured other staff to assist his campaign, but it did find instances in which Mr. Schwab made some staff members feel like they had to assist the campaign. According to Mr. Schwab, as a result of “the constant pressure to perform and raise funds,” he felt like he had to “maximize the resources” available to him. 462 Mr. Schwab had an expectation that other members of the congressional staff would assist Representative Schweikert’s campaign. 463 He also believed that Representative Schweikert’s legislative staff was “exposed to the pressures that [he] was under,” such that many “were eager to find ways that they might even be able to help.” 464 The ISC did not receive evidence directly from any of the legislative staff that Mr. Schwab identified indicating that they felt compelled to assist with the campaign. However, for one of the staffers Mr. Schwab identified as “exposed to the pressures,” Employee K, the ISC received evidence that during a discussion among personnel about her requested salary increase, Mr. Schwab raised concerns about her impact on

460 ISC Interview of Employee B.
461 ISC Interview of Representative Schweikert.
462 ISC Interview of Oliver Schwab.
463 Id.
464 Id.
campaign fundraising. Specifically, on January 2, 2012, Mr. Schwab emailed the then-Chief of Staff about the Employee K’s performance after she requested a raise:

From a fundraising perspective- when I have double checked the work of everyone in the office, except Employee K, . . . I have been beyond impressed. That’s very important to me as you know, but it also shows Employee K has a lot of room to grow and it’s [sic] energy I am spending to backfill relations that could otherwise be filled.

Mr. Schwab denied that this staffer’s effect on fundraising ultimately factored into whether she received the raise she requested, but he testified that he continued to monitor the effect that congressional staff had on fundraising beyond 2012, stating: “that was something that would have been on my mind every single day in the job.” Mr. Schwab also encouraged Representative Schweikert’s legislative staff to “connect” with companies that the campaign’s fundraising consultant identified as solicitation targets.

Some staffers who received requests from Mr. Schwab to assist the campaign felt like they had to comply with his requests given that it came from their supervisor. On June 11, 2014, Mr. Schwab sent a number of staffers an email titled “Office contacts, project this a.m.” and asked:

[C]ould everyone export their official contacts and send them over in a spreadsheet[?] I’ve done so from my account. These would be used for David’s non-official DC based fundraising marketing events. Please only do this if you’re comfortable, but I did want to ask as I’m updating mine now.

One recipient of this email testified that, “as a staffer it does put you in a bind on whether or not you follow the directive from the chief or do something that you’re uncomfortable with.” That staffer further explained that, while he believed he had a choice in whether to comply with Mr. Schwab’s campaign-related requests, “the consequences of those choices on whether or not I said no, I think that would have put me in a tough position to say no.” Another staffer explained that she would have complied with the request because it came from her boss, and she not complied, “it would have been a follow-up conversation of why didn’t you do this.” That staffer

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465 Exhibit 94.
466 Id.
467 ISC Interview of Oliver Schwab.
468 See e.g., Exhibit 95. (Following an email from the fundraising consultant to congressional staff in which she stated, “Has anyone talked to the following [companies] lately? Trying to go after them for money?” Mr. Schwab told staff, “If either of you need, you’re welcome to use my [Capitol Hill Club] membership this week. Don’t know if there is anyone you’re looking to connect with, but the card is in my upper left drawer. [Fundraising consultant], is there anyone you’ve chatted with who could use a little love?”).
469 Exhibit 96.
470 ISC Interview of Employee C.
471 Id.
472 ISC Interview of Employee G. On June 18, 2014, Mr. Schwab directed Employee G to post non-official content on the campaign’s social media. See Exhibit 97.
also complained about having to perform campaign-related work relating to scheduling and coordinating campaign events outside of working hours and without compensation.  

Employee E testified there was an “expectation” that congressional staff would be accessible to support the campaign as needed. Although he was not sure whether the expectation stemmed from Representative Schweikert or Mr. Schwab, Employee E explained to OCE that Representative Schweikert “was certainly aware of it and allowed it to exist.” Employee E never explicitly raised concerns that what he was asked to do was inappropriate, because:

[If there was a question about either my commitment to support David or my commitment to support Oliver in these efforts that it would have swayed how I was viewed in the office, and either my promotion potential, salary increases, or bring into question my need to continue to be continually employed in the office.

The most explicit instance of Mr. Schwab pressuring official staff to assist with the campaign occurred with respect to the events that led to Employee B’s departure from the congressional office. According to Employee B, in the fall of 2016, Mr. Schwab told him that if he wanted to stay employed in the congressional office, he would need to take a 40 percent pay cut and his performance would be judged on fundraising. When asked if there was any truth to this allegation, Mr. Schwab said he could “certainly see how [Employee B] would’ve interpreted conversations to that respect,” but noted there were “purely official” performance-related reasons that led Employee B’s departure from the office and denied that there was any expectation that Employee B fundraise on behalf of Representative Schweikert’s campaign.

Around the time he had this conversation with Employee B, Mr. Schwab had informed Representative Schweikert that he could not be the only person at the staff level proactively engaging support in order to raise one million dollars for the next campaign election. Shortly after receiving this email, Representative Schweikert asked Mr. Schwab if it would help to take Employee B to a fundraising seminar.

Employee B testified that, even though Representative Schweikert told him directly that he did not have to worry about fundraising, he ultimately decided against telling the congressman

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472 ISC Interview of Employee G, OCE Interview of Employee B (Second Referral, Exhibit 3) (“[T]here was a time that Employee G was complaining that she wasn’t being fairly compensated by the campaign … just the amount of time that she had to spend off work, doing campaign-related work.”).
473 OCE Interview of Employee C (OCE’s Second Referral, Exhibit 2), ISC Interview of Employee C.
474 OCE Interview of Employee C (OCE’s Second Referral, Exhibit 2).
475 Id. at 14.
476 ISC Interview of Employee B; ISC Interview of Oliver Schwab.
477 ISC Interview of Oliver Schwab.
478 Id.
479 Exhibit 93. Employee B referenced a fundraising target in a memorandum he sent to Mr. Schwab after his meeting, in which he noted “[Representative Schweikert] has identified a primary goal of having $1,000,000 in his war chest” and noted that his role in achieving this outcome included staffing the office’s “ideas shop” and he also would work to identify and develop potential relationships. Exhibit 98.
480 Exhibit 99.
about Mr. Schwab’s ultimatum because he did not think Representative Schweikert would listen
given Representative Schweikert’s close relationship with Mr. Schwab.\footnote{ISC Interview of Employee B.} Employee B advised
the ISC that he chose not to take Mr. Schwab’s offer and decided to leave the congressional office
after Mr. Schwab indicated his performance would be judged on fundraising:

[Mr. Schwab] basically said you’re going to be in—going into fundraising events at 7 a.m. every morning, and you’ll be staying on
the Hill until 10:00 [p.m.] at night. I don’t expect that that was what he actually thought would happen. I think he was just trying to
make that option sound really bad. But it was enough of a threat that that was thrown off the table immediately. And so . . . [Mr.
Schwab] is saying that [Representative Schweikert is] saying
fundraise, fundraise, fundraise, and I’m hearing
[Representative Schweikert] saying to me, policy, policy, policy,
policy, policy. And so, when I say ‘unstable,’ I mean, it kind of
seemed like [Mr. Schwab] was going to crack under this dual—this whatever [Representative Schweikert] was trying to push.\footnote{Id. at 135-36.}

Notwithstanding the testimony from some staff that they felt pressured or that there was an
expectation to assist Representative Schweikert’s campaign, there were several other staffers who said they never felt pressured to perform campaign work or were unaware of other staff members
being compelled to perform campaign work.\footnote{Id. at 136 n.17.}

\section{Relevant Laws, Rules, and Other Applicable Standards of Conduct}

Federal law makes it a crime for a federal employee to secure through intimidation any
“valuable thing for any political purpose” from another employee.\footnote{18 U.S.C. § 606.} The Committee has noted that compelling an employee to do campaign work may violate that provision.\footnote{Ethics Manual at 136 n.17.} The Ethics
Manual states that, if a Member or senior staff were to compel a House employee to do campaign
work, it would “result in an impermissible official subsidy of the Member’s campaign.”\footnote{Id. at 135-36.} The
Committee has further explained that the prohibition on compelling campaign work is “quite broad” and “[i]t forbids Members and senior staff from not only threatening or attempting to intimidate employees regarding doing campaign work, but also from directing or otherwise pressuring them to do such work.”\footnote{Id. at 136.} Compelling, intimidating, or pressuring staff to perform campaign work may violate House
Rules, regulations, laws or other standards of conduct, including House Rule XXIII clauses 1 and 2, and paragraph 2 of the Code of Ethics for Government Service.
iii. Findings

After consideration of the evidence, the ISC found that, contrary to Representative Schweikert’s statements, he regularly pressured Mr. Schwab to do campaign work, particularly campaign fundraising. In this regard, Mr. Schwab’s testimony was aligned with that of Employee B, who testified Representative Schweikert was “pushing [Mr. Schwab] really hard” to fundraise and another staff member recalled instances in which Representative Schweikert instructed Mr. Schwab to leave the congressional office to attend to campaign related matters. The ISC also received contemporaneous emails Mr. Schwab sent Representative Schweikert where he discussed his need to enlist other staff to help reach the campaign’s fundraising goal or referenced a general pressure to fundraise.

The ISC also received a range of testimony regarding other staff’s experiences in the congressional office regarding campaign work. Many staff members said they felt no pressure at all to perform campaign work and that to the extent any campaign work was done, it was performed voluntarily. For example, a staffer responsible for coordinating Representative Schweikert’s schedule testified that she volunteered on her own time to help on campaign events and denied ever getting involved in handling campaign logistics; however her predecessor complained about having to perform campaign work outside of working hours and without compensation. Two staff members did testify that they believed there was an expectation to assist the campaign, and one of those staffers, Employee B, ultimately left the office after Mr. Schwab advised him that he would need to take a forty percent pay cut and have his performance judged on fundraising. Employee B further testified that he did not inform Representative Schweikert of Mr. Schwab’s ultimatum because he did not think Representative Schweikert would have listened. While the ISC did not find that all staff were compelled to perform campaign work, nor did the ISC find that Representative Schweikert himself directly pressured any staff other than Mr. Schwab to perform campaign work, the fact remains that at least three other staff members who worked in Representative Schweikert’s congressional official felt there was a requirement or expectation to assist with his campaign.

The ISC recognizes that Mr. Schwab made efforts to style his campaign-related requests as voluntary or optional by using terms such as “only do this if you’re comfortable.” Nonetheless, those caveats did not allay some staffers’ feeling of pressure. According to one staff member, the qualifier that staff should only do the task if they were comfortable was “only a “cover

480 ISC Interview of Employee B; ISC Interview of Employee A.
481 See e.g., Exhibit 93. These emails were not included in Representative Schweikert’s document productions to the ISC.
482 ISC Interview of Employee A; ISC Interview of Employee F; ISC Interview of Employee H; OCE Interview of Employee D (OCE’s Second Referral, Exhibit 5).
483 ISC Interview of Employee A; ISC Interview of Employee G; OCE Interview of Employee B (Second Referral, Exhibit 3).
484 ISC Interview of Employee G; OCE Interview of Employee C (OCE’s Second Referral, Exhibit 2); ISC Interview of Employee B.
485 ISC interview of Employee B (noting that he was expected to staff events).
486 Id.
487 See e.g., Exhibit 96.
your a** note and still left the staffer feeling like she had to comply with his request, because if she had not, “there would have been a follow-up conversation of why didn’t you do this.”

Indeed, even though, in most cases, Mr. Schwab did not explicitly pressure staff to help with the campaign, his ongoing requests that staff help with campaign work put some in an untenable situation where they felt like they had to comply or risk adverse consequences.

In a recent matter, the Committee cautioned Members that they wield “enormous influence over their staff,” and should therefore take caution to ensure that when staff assist with their campaigns, they do not feel any pressure or expectation to do so. Senior staff and other employees with supervisory responsibilities should also heed this guidance, as even requests for voluntary assistance, as Mr. Schwab’s were styled, can take on a more coercive meaning when succeeded by follow-up questions of why the task was not performed.

The Ethics Manual cautions that the prohibition against compelled campaign work is “quite broad” and forbids “Members and senior staff from not only threatening or attempting to intimidate employees regarding doing campaign work, but also from directing or otherwise pressuring them to do such work.” The Committee has found that requiring a House employee to perform campaign work is a violation of House Rule XXIII, clause 1, as such behavior does not reflect credibly on the House, and clause 2, as failing to abide by the spirit and letter of House and Committee Rules.

Although the instances of compelled campaign work in this matter often centered around Mr. Schwab’s conduct and were not as egregious as prior matters in which the Member played a substantial and direct role in pressuring numerous staff to engage in campaign work, they were, nevertheless, inconsistent with the Committee’s prior guidance. Moreover, the Committee has found Members liable for the conduct of their staff when the Member knew or had reason to know of the improper conduct.

The pressure to raise funds that Representative Schweikert placed on Mr. Schwab was not only inconsistent with the Committee’s guidance, but it appears to have led to further violations by Mr. Schwab, as Mr. Schwab noted the pressure he was under contributed to his decision to “maximize the resources around him” to raise funds. Mr. Schwab’s conduct in seeking campaign assistance from staff was improper to the extent that his requests caused staff to feel pressured to assist the campaign. In addition, Employee B’s testimony regarding the ultimatum he was given raises serious concerns that Mr. Schwab may have attempted to compel campaign

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[97] ISC Interview of Employee G.
[98] ISC Interview of Employee C; ISC Interview of Employee G.
[99] Rodgers at 46-47.
[102] Richardson.
[103] Richardson at 97, (“Members are responsible for violations that occur in their office, and cannot shield themselves from liability by using staff as proxy for wrongdoing.”).
[104] ISC Interview of Oliver Schwab.
work in violation of federal law. However, Mr. Schwab denied the allegations and the ISC did not find direct evidence that Representative Schweikert was aware of Mr. Schwab’s alleged ultimatum.

Representative Schweikert’s lax oversight over his congressional office, however, did not cultivate an environment where staff felt like they could bring concerns without retributions. Instead, at least some of the staff who felt that Mr. Schwab’s requests were inappropriate believed Representative Schweikert would not listen or were concerned that such discussions would lead to broader questions of their commitment to Representative Schweikert and lead to adverse employment consequences. Moreover, as discussed above, the ISC received substantial evidence that Representative Schweikert himself, both directly and indirectly, pressured Mr. Schwab to perform campaign work. While Mr. Schwab was an employee of the campaign, the emphasis Representative Schweikert appears to have placed on his fundraising efforts nonetheless implicated the prohibition on compelled campaign work. Mr. Schwab may have been an integral part of Representative Schweikert’s campaign, as many chiefs of staff are, but that does not mean that a Member can require that whoever holds the role of a chief of staff to raise money for a political campaign. Due to pressure from Representative Schweikert, Mr. Schwab was under the impression that his congressional position was tied to his fundraising success, creating an impermissible official subsidy.

For the reasons discussed above, the ISC determined that by engaging in the conduct described above, particularly by failing to adequately supervise his staff, Representative Schweikert did not act in a manner that reflected creditably on the House, in violation of House Rule XXIII, clause 1.

4. Findings Relating to Mixed-Purpose Trip

i. Background

Representative Schweikert’s MRA was used to pay approximately $6,000 for a six-day trip Mr. Schwab took to Phoenix, Arizona from Wednesday, January 28, 2015, through Monday, February 2, 2015 (Phoenix trip), including 5 nights of lodging totaling $4,027.07. Hotel and other travel-related costs were higher than normal on those dates because Phoenix was hosting the Super Bowl as well as the Phoenix Open golf event that same weekend. Mr. Schwab’s trip to Arizona included some officially-connected work, including management of personnel issues in the district office. Mr. Schwab also asserted that a dinner he attended over the weekend while

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503 OCE interview of Employee C (OCE’s Second Referral, Exhibit 2), ISC Interview of Employee B.
504 ISC Interview of Oliver Schwab (“Primary fundraiser, campaign manager, executive director. I would say the person who spent time going door to door, collecting petitions. I spent a lot of time doing volunteer management. There was a D.C. PAC component which needed constant energy and effort. And so, all of those would fall into the overall structure of being campaign manager. But then again that’s what—that also was understood in my role to be his chief of staff.”).
505 Exhibit 100.
506 Exhibit 101.
in the district was related to his official duties. However, the primary purpose for going to Phoenix, as well as his travel on the two weekend days—including the day of the Super Bowl—was not officially-connected.

On January 24, 2015, Mr. Schwab emailed the financial administrator for Representative Schweikert’s congressional office and another employee the following message regarding his Phoenix Trip:

I wanted to give a heads up that my trip out next week will end up being about $4,000 for the hotel and about $1,000 for the rental car. Being Phoenix open and Superbowl weekend in Phoenix, I apologize for this -- but it’s a priority for [Representative Schweikert] that I’m on the ground to help as we host events with the House Majority Leader, other visiting Members, and I’ve got those 2 personnel [sic] issues we need to get out of the way.

Despite Mr. Schwab’s assertions, the financial administrator could not find any documentation of personnel changes involving district staff around this time.

Mr. Schwab initially testified that the primary purpose of his trip was to perform “constituency activities,” but later acknowledged that he had “always intended” to be in Arizona at this time so that Representative Schweikert could host a fundraiser at the Phoenix Open to raise his National Republican Campaign Committee dues.

Mr. Schwab engaged in some official activities during the weekday portions of the Phoenix trip, including attending to a personnel matter; however, the only official activity he could recall potentially performing during the weekend portion of the trip was an industry event on Saturday morning and attending a dinner. The shared office calendar for this time period did not reflect Mr. Schwab engaging in any official activities.

Mr. Schwab admitted to performing the following non-official activities during his Phoenix Trip: having meals with his mother, brother, and wife, who were also visiting Phoenix at the same time; and attending a theater production with his wife. Mr. Schwab’s credit card records for the same period also showed that he engaged in retail shopping during the day on Friday, January 30, 2015. Mr. Schwab also attended a political event that Representative Schweikert co-hosted with

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509 ISC Interview of Oliver Schwab.
510 Exhibit 101.
511 ISC Interview of Financial Administrator.
512 ISC Interview of Oliver Schwab. Mr. Schwab also said that, even if the Phoenix Open had not taken place that weekend, he still would have made the trip, as the personnel matter “needed to be dealt with that Friday.” Id.
513 Id.
514 Exhibit 102.
515 ISC Interview of Oliver Schwab.
516 Exhibit 103.
the majority leader. 517 Mr. Schwab testified that he did not attend the Super Bowl, though he did purchase tickets to the event for members of his family. 518

Representative Schweikert testified that Mr. Schwab had autonomy over the use of MRA funds for travel and said he had “no idea” what the primary purpose of Mr. Schwab’s Phoenix trip was. He further asserted; “all I can say is if he came to Arizona and use[d] the MRA, he better darn well have had official business. And I assume he did.” 519

On or about June 13, 2018, Mr. Schwab sent a check for $5,068 to the U.S. Treasury for expenses associated with the Phoenix Trip as “repayment for travel/out of abundance of caution.” 520 Mr. Schwab testified that this amount included costs associated with his flight, hotel and rental car. 521 He decided to reimburse the Treasury on his own initiative, following the publication of a news article questioning his spending, because, “[i]f, in a taxpayer-funded role, it’s deemed that I misspent dollars, which was alleged in the paper, I’m happy to repay it.” 522

ii. Relevant Laws, Rules, and Other Standards of Conduct

The “Purpose Law,” 31 U.S.C. § 1301(a), states that “[a]ppropriations shall be applied only to the objects for which the appropriations were made except as otherwise provided by law.” 2 U.S.C. § 5341(a) states that “[t]here is established for the House of Representatives a single allowance, to be known as the ‘Members’ Representational Allowance’, which shall be available to support the conduct of the official and representational duties of a Member of the House of Representatives with respect to the district from which the Member is elected.”

MRA expenditures are reimbursable according to regulations contained in the Members’ Handbook, which provides examples of items for which reimbursement may be permitted, as well as a list of prohibited expenditures. 523 Generally, the MRA “may only be used for official and representational expenses,” and “may not be used to pay for any expenses related to activities or events that are primarily social in nature, personal expenses, campaign or political expenses, or House committee expenses.” 524 The Ethics Manual states: “Members may be personally liable for misspent funds or expenditures exceeding the MRA.” 525

The Ethics Manual further explains that, with respect to mixed purpose trips:

517 ISC Interview of Representative Schweikert; ISC Interview of Oliver Schwab.
518 ISC Interview of Oliver Schwab.
519 ISC Interview of Representative Schweikert.
520 On June 8, 2018, the Committee advised Mr. Schwab that refunding portions of this trip that were official could be a violation of House Rule XXIV, which provides that outside funds generally may not be used to pay the official expenses of a congressional office. Exhibit 3.
521 ISC Interview of Oliver Schwab.
522 Id.
523 Members’ Handbook.
524 Ethics Manual at 323.
525 Id. See Members’ Handbook (“Each Member is personally responsible for the payments of any official and representational expenses incurred that exceed the provided MRA or that are incurred but are not reimbursable under these regulations.”).
[The Member, officer, or employee must determine the primary purpose of the trip. The source associated with that primary purpose — for example, a political committee for campaign or political activity, the federal government for official business, or the traveler’s own funds for personal business — must pay for the airfare (or other long-distance transportation expense), and all other travel expenses incurred in accomplishing that purpose. Any additional meal, lodging, or other travel expenses that the Member or staff person incurs in serving a secondary purpose must be paid by the source associated with that secondary purpose. The determination of the primary purpose of a trip must be made in a reasonable manner, and one relevant factor in making that determination is the number of days to be devoted to each purpose. That is, often the primary purpose of a trip is the one to which the greater or greatest number of days is devoted.]

iii. Findings

The ISC determined that at least two days of Mr. Schwab’s trip to Phoenix were primarily spent on non-official activities. Representative Schweikert’s MRA should not have been used to fund those portions of his trip, as the Ethics Manual makes clear that “any additional meal, lodging, or other expenses” incurred in serving a secondary purpose of a mixed purpose trip should be paid by the source associated with that secondary purpose.

While Members are free to delegate certain oversight responsibilities regarding travel expenditures to their staff, they should exercise caution and clearly communicate expectations regarding the proper use of MRA to the staff who are given such authority. Representative Schweikert, however, did not apparently, clearly communicate such expectations to Mr. Schwab, when providing him autonomy over the use of MRA for travel, he only “assume[d]” Mr. Schwab would only use the MRA for official purposes. The risk of misuse due to such inattention was heightened when coupled with Mr. Schwab’s substantial involvement with the campaign.

Members must reimburse the U.S. Treasury for impermissible disbursements from the MRA, even where the exact amount of such disbursements cannot be determined. In this matter, the ISC could not precisely quantify the value of official resources used for Mr. Schwab’s personal benefit or for political purposes, but because Mr. Schwab has already refunded the U.S. Treasury $5,068, to account for any misspent funds associated with his trip, no further steps are required.

536 Ethics Manual at 116.
537 ISC Interview of Representative Schweikert.
539 ISC Interview of Oliver Schwab. Although Members are ultimately liable for impermissible disbursements, the Ethics Manual also advises that any additional meals, lodging, or other travel expenses that the Member or staff person incurs in serving a secondary purpose must be paid by the source associated with that secondary purpose. Ethics Manual at 116. In this case, it was appropriate for Mr. Schwab to reimburse the portions of his trip that were connected to his personal activities.
The ISC determined that the misuse of Representative Schweiker’s MRA to fully fund Mr. Schwab’s mixed-purpose trip fell within the broader pattern of misuse of resources for non-official purposes that was facilitated by Representative Schweiker’s failure to adequately supervise staff. Although the mixed-use trip on its own may not merit a finding of a violation of the Code of Official Conduct, the systemic misuse of official resources, led to the ISC’s determination that Representative Schweiker failed to uphold the laws and regulations of the United States, including 31 U.S.C. § 1301 and other standards of conduct, including the implementing policies contained in the Members’ Handbook, and was a party to their non-compliance, in violation of paragraph 2 of the Code of Ethics for Government Service and did not act in a manner that reflected credibly on the House, in violation of House Rule XXIII, clause 1.

5. Findings Related to Allegations of MRA Misuse
   i. Background

The ISC also considered allegations that Representative Schweiker’s MRA was misused, at Mr. Schwab’s direction, for office supply purchases and a training program.

Representative Schweiker’s MRA was used to pay $7,400 for Mr. Schwab to attend a Harvard Executive Education course titled “Leadership Decision Making: Optimizing Organizational Performance” from October 23 to October 28, 2016. On October 29, 2016, Mr. Schwab asked the congressional office’s financial administrator if he could be reimbursed for the training after learning from another public official who attended the event that that their employer had paid for them to attend. Financial Administrator advised him that training may be paid by the House if it primarily benefits the office (rather than the individual), but noted that given the size of the training, it should have been budgeted beforehand. Mr. Schwab was reimbursed for this training on December 30, 2016.

Between 2011 and 2018, Mr. Schwab regularly received reimbursements from Representative Schweiker’s MRA for office supply purchases. These purchases ranged from standing desks to cutting boards. Over the course of eight years, Mr. Schwab was reimbursed by the MRA for over $50,000 worth of items, including food and beverage purchases ($3,847.24), office supplies ($29,821.43), and publications and reference material ($19,267.74).

Representative Schweiker was not involved in the day-to-day management of his office operations, including management of his MRA, but he did generally inquire about the office’s

530 See Exhibit 104. The course included sessions on conflict resolution, ethics and decision making, and operational decision challenges. Id.
531 Exhibit 105.
532 Exhibit 106.
534 Exhibit 107; Exhibit 108.
535 Exhibit 121.
overall finances and instruct staff to stay under budget. As one former staff member testified, Representative Schweikert “liked to stay above the day-to-day operations in his office. He didn’t want to get down in the weeds on a lot of things, a lot of how things were produced and things like that. As long as it didn’t blow back and touch him directly, he was really a hands-off Member in terms of day-to-day operations.”

Representative Schweikert testified that he was “shocked” to learn from a news article that Mr. Schwab was reimbursed by the MRA for tens of thousands of dollars’ worth of office supplies. However, he was generally aware of Mr. Schwab’s office spending as it was occurring, as two former staff members recalled Representative Schweikert sometimes laughed or joked about Mr. Schwab’s spending habits. In addition, in 2014 or 2015, Representative Schweikert’s campaign manager raised concerns with Representative Schweikert about the volume of reimbursements that Mr. Schwab was receiving from the congressional office. Representative Schweikert said that he would look into the issue; however, the frequency and amounts of Mr. Schwab’s reimbursements did not subside after that conversation.

Representative Schweikert has now expressed concerns that Mr. Schwab’s reimbursements may have been driven by a desire to accrue airline miles on his credit card. Mr. Schwab, however, denied that he made purchases for the office that could be reimbursed through the MRA to benefit his credit card points or airline miles. Some staff members also questioned the propriety of certain purchases Mr. Schwab made for the office. For example, Employee B testified that he argued with Mr. Schwab over a Dyson air fan that was bought for the office but which cost hundreds of dollars and Employee E said he believed that an electronic heating unit Mr. Schwab purchased was unnecessary. The former financial administrator also testified that she raised

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536 ISC Interview of Financial Administrator. On one occasion in 2016, Representative Schweikert asked his financial administrator to prepare a chart comparing the spending of his office to other congressional offices. Id. The ISC did not receive evidence indicating that the office ever went over its allotted budget. ISC Interview of Employee A; ISC Interview of Financial Administrator.

537 OCE Interview of 2012 Campaign Manager (OCE’s Second Referral, Exhibit 6); see ISC Interview of Employee H.

538 ISC Interview of Representative Schweikert (referencing the Nov. 2, 2017 Washington Examiner Article).

539 ISC Interview of Employee B; ISC Interview of Financial Administrator.

540 ISC Interview of Campaign Consultant. Mr. Schwab also raised concerns with Representative Schweikert that Campaign Consultant was paid by the campaign and MRA for work that was not performed. According Representative Schweikert, Campaign Consultant and Mr. Schwab “would run hot and cold” and often “fussed at each other.” ISC Interview of Representative Schweikert.

541 ISC Interview of Campaign Consultant.

542 ISC Interview of Representative Schweikert.

543 ISC Interview of Oliver Schwab. Mr. Schwab also testified that Representative Schweikert requested that Mr. Schwab use his airline miles for campaign travel under the logic that the points had been accrued through credit card spending that had come as a result of reimbursements from the MRA or campaign. Id. Representative Schweikert generally denied making such comments. ISC Interview of Representative Schweikert. The ISC did find instances in which Mr. Schwab may have received duplicate reimbursements from the campaign and MRA for items used in the congressional office. Mr. Schwab testified that this was an unintended mistake. ISC Interview of Oliver Schwab.

544 ISC Interview of Employee B; Exhibit 109.

545 ISC Interview of Employee C.
issues with Mr. Schwab about purchasing items that could have been bought from the House supply store or obtained for free from the House.546

No staffer, however, testified that they believed Mr. Schwab was reimbursed for items that were not used in the office.547 The ISC also received testimony and documents indicating that members of Representative Schweikert’s staff frequently sought guidance from Committee on House Administration staff or House Finance in connection with Mr. Schwab’s reimbursement requests.548

After the initiation of OCE’s investigation into spending practices in his congressional office, Representative Schweikert enacted steps to limit the practice of staff receiving reimbursements for office supply purchases.549

ii. Relevant Laws, Rules, and Other Applicable Standards of Conduct

Federal law mandates that “[a]ppropriations shall be applied only to the objects for which the appropriations were made.” MRA expenditures are reimbursable according to regulations contained in the Members’ Handbook, which provides examples of items for which reimbursement may be permitted, as well as a list of prohibited expenditures.550

The Members’ Handbook provides:

Ordinary and necessary expenses for Members or employees to attend vendor-sponsored conferences, seminars, briefings, professional training, and informational programs related to the official and representational duties to the district from which he or she is elected are reimbursable.

Reimbursements are not permissible for expenses “to attend educational programs in order to obtain a primary, secondary, graduate, postgraduate, or professional degree” or those associated “with acquiring or maintaining professional certification or licensing are not reimbursable, except for basic first-aid, CPR, or notary certifications.”551

Regarding purchases for office items, the Members’ Handbook explains that “[o]ffice supplies to support the conduct of the Member’s official and representational duties are reimbursable.”552 Certain items, such as furniture, are not reimbursable for congressional offices based in Washington, D.C., and other items, such as paint require pre-approval prior being purchased.

546 ISC Interview of Financial Administrator.
547 See e.g., ISC Interview of Employee B; Interview of Employee A (noting she never had concerns that Mr. Schwab was spending too much on office supplies).
548 See e.g., Exhibit 110; ISC interview of Financial Administrator (noting that the House finance office can reject reimbursement requests).
549 ISC Interview of Employee H; ISC Interview of Employee A.
550 Members’ Handbook.
551 Id.
552 Id.
iii. Findings

The ISC did not find substantial reason to believe that Representative Schweikert’s MRA was misused to pay for a $7,400 training program Mr. Schwab attended. The Members’ Handbook explicitly allows for expenditures connected to professional trainings as well as seminars and briefings, so long as the expenses are not incurred in connection with obtaining a professional degree or professional certification. Mr. Schwab maintained that the course was “100% better management and human resources decision making” and testified that it was not taken in connection with obtaining any advanced degrees or professional certifications. The training curriculum, which included courses on operational decision challenges is consistent with Mr. Schwab’s testimony. Accordingly, the ISC did not conclude that funds were misspent in connection with this program.

Although Mr. Schwab received a significant amount of reimbursements for office purchases from Representative Schweikert’s MRA, the ISC did not receive evidence that the purchases were not used for the benefit of the congressional office or that the items were not used to support Representative Schweikert’s representational duties. On the contrary, witnesses testified that while they may have questioned the volume of Mr. Schwab’s purchases and certain items, they had no reason to believe that he used the items for his own personal benefit. In addition, the ISC notes that members of Representative Schweikert’s staff frequently corresponded with staff at the Committee on House Administration if they had questions about Mr. Schwab’s reimbursement requests. On this record, the ISC did not find substantial reason to believe that Representative Schweikert’s MRA was misused in connection with office supply purchases. The ISC notes, however, that Representative Schweikert should have engaged in more proactive supervision of Mr. Schwab’s spending in this context, as with the others areas discussed in this Report, particularly in light of the substantial sum of money that Mr. Schwab was spending and concerns that were raised directly with him about that sum.

6. Allegations that Representative Schweikert May Have Authorized an Improper “Severance” Payment to Employee B

i. Background

As discussed above, Employee B alleged that, in October 2016, Mr. Schwab offered him the option of staying in the office with a 40 percent pay cut while his performance would be judged on fundraising; according to Employee B, as an alternative, he could take a six-month severance package. Employee B chose to accept the severance offer, which was originally intended to begin in January 2017.

554 ISC Interview of Oliver Schweikert, Exhibit 106.
555 OCE Interview of Employee B (OCE’s First Referrals, Exhibit 4); OCE Interview of 2012 Campaign Manager (OCE’s Second Referral, Exhibit 6) (“I do not recall a specific time when I saw [Mr. Schwab] directly using MRA funds in a way that was inappropriate, illegal, or anything like that.”).
556 ISC Interview of Financial Administrator; ISC Interview of Employee A.
557 ISC Interview of Employee B.
558 OCE interview of Employee B (Second Referral, Exhibit 3).
Employee B testified that, in November 2016, Mr. Schwab informed Employee B that the office would not be able to honor the severance agreement and that his last day in the office would be January 3, 2017. At that time Mr. Schwab stated that Employee B’s presence in the office was causing “confusion” and that he did not want him to come in any more. Employee B’s last physical day in the office was November 21, 2016 and he was paid a full salary up until January 3, 2017.

Despite instructing Employee B not to come into the office, Mr. Schwab made clear to Employee B and other staff that he expected him to be available perform official work as needed. On November 22, 2016, Mr. Schwab noted in an email to another staff member that, “as long as [Employee B] is on payroll,” he would continue to forward outside requests to him. On November 30, 2016, Mr. Schwab assured Employee B that he would continue to be compensated until January 3, 2017, but noted that it was still important that they “have an open line of communication” and that Employee B “document any official responsibilities... done in service to the office” as Employee B “continue[d] to be compensated by the office.” In response, Employee B thanked Mr. Schwab for committing to his compensation and advised that he would not seek additional compensation from the office after January 3, 2017.

Employee B did perform some official tasks between November 21, 2016 and January 3, 2017. He originally estimated that he worked on an official project over the course of two or three days but then noted, “[t]his may have been longer.” Employee B also performed a series of other official tasks on an ad hoc basis, including corresponding with other legislative staff members and meeting with outside individuals, as well as tasks related to his transition out of the office. Between November 21, 2016 and January 3, 2017, Employee B also took a pre-planned two week vacation and the office was closed on Wednesday through Friday of Thanksgiving week and the week of Christmas.

Mr. Schwab testified that he generally sought assistance from the Office of House Employment Counsel (OHEC) in connection with staff terminations, including Employee B’s. Mr. Schwab also consulted with the office’s Financial Administrator regarding Employee B’s...
departure, and she was aware that Employee B was not going to be showing up to the office for several weeks.\textsuperscript{509}

Representative Schieckert could not recall a time in which Employee B was kept on payroll while not coming into the office, but testified that Mr. Schwab informed him at the time that Employee B’s departure was “approved by House personnel.”\textsuperscript{570} There was evidence that Mr. Schwab sought OHEC’s assistance in prior employee separations, however, relevant OHEC records related to Employee B’s separation, to the extent any existed, were not preserved by the congressional office. On May 21, 2019, Representative Schweikert’s counsel informed the ISC that the congressman’s staff contacted OHEC to request a “personnel file” for Employee B and that OHEC advised “they only provide guidance, and that they do not serve as repository for personnel documents.”\textsuperscript{571}

\textit{ii. Relevant Laws, Rules, and Other Applicable Standards of Conduct}

Federal law requires that appropriated funds “be applied only to the objects for which the appropriations were made except as otherwise provided by law.”\textsuperscript{572} House Rule XXIII, clause 8 states “[a] Member ... of the House may not retain an employee who does not perform duties for the offices of the employing authority commensurate with the compensation such employee receives.” The Code of Ethics for Government Service further instructs every employee to “[g]ive a full day’s labor for a full day’s pay,”\textsuperscript{573} and CHA regulations require employing Members to submit monthly salary certifications for their staff to ensure compliance with applicable regulations.\textsuperscript{574}

House Rule XXIII, clause 8 aims to prevent fraud or misuse of the House payroll, particularly the use of “ghost employee” schemes. In such schemes, an employee is recorded on the payroll, but—with the Member’s knowledge—does not perform official work equivalent to the earnings he or she collects. The “ghost employee” may be a real individual, or a fictitious person who is misrepresented on payroll records as a \textit{bona fide} employee, whose wage or salary payments are then used for some impermissible purpose.\textsuperscript{575} The Committee has found violations of the “ghost employee” rule in cases even where a Member did not profit or otherwise obtain a financial benefit from the misuse of official funds appropriated for staff compensation, but retained and paid

\begin{footnotes}
\textsuperscript{509} ISC Interview of Financial Administrator.
\textsuperscript{570} ISC Interview of Representative Schweikert.
\textsuperscript{571} Exhibit 119 (May 21, 2019 letter to ISC); see ISC Interview of Employee H (“I reached out to [OHEC], asking for documents in general. I was really surprised to learn that they don’t really seem to keep them.”)
\textsuperscript{572} 31 U.S.C. § 130(a), see Ethics Manual at 279.
\textsuperscript{573} Code of Ethics for Government Service § 3.
\textsuperscript{574} Members' Handbook, See also Ethics Manual at 277.
\end{footnotes}
an employee when the Member knew the employee was not physically present to perform official work.576

iii. Findings

The ISC did not find substantial reason to believe that a House Rule XXIII, clause 8 violation occurred in connection with the office’s payments to Employee B during a six-week period in which he did not physically come into the office. The report demonstrates that Employee B performed official work during that period and that the payments within that timeframe were not intended to serve as severance. Indeed, Mr. Schwab’s communications with Employee B indicated that Employee B was expected to continue to work as long as he was compensated by the office.577

In more recent matters, the Committee has clarified that a lump sum payment of severance does not necessarily run afoul of House Rule XXIII, clause 8, but leaving an employee on House payroll when they are not working does. In the Matter of Representative Mark Meadows, the Committee found that Representative Meadows’ payment of “severance,” by keeping an employee on House payroll for two months without performing any work, violated the letter and spirit of House Rule XXIII, clause 8, in part because Representative Meadows sought no guidance from OHEC, the Committee, or any of the other appropriate source in determining the amount, terms, or conditions of the “severance,” and because “Representative Meadows[,] did not obtain anything of discernable value to the House in exchange for the ‘severance’ he paid.”578 In that matter, the Committee noted that the employee’s pay, which lasted a two and a half month period, “was in no way de minimis.”579

The Committee, however, has recognized that not all severance payments violate House Rule XXIII, clause 8.580 In the Matter of Elizabeth Esty, the Committee found that she did not violate any House Rules in connection with a severance agreement because “Representative Esty paid a lump sum payment to [staffer], relying on the advice of OHEC, in exchange for his waiver of any legal claims and various additional commitments to ensure a smooth transition, such as writing an exit memo and surrendering all his passwords and equipment.”581 In reaching this

576 In Murphy, the Committee recommended, and the House voted to issue, a reprimand to Representative Murphy for various violations of law and House rules, including hiring and retaining an individual on his subcommittee staff who did not perform duties that commensurate with the compensation he received. In Collins, the Committee found Representative Collins violated House Rule XXIII, cl. 8, by providing several of her staff members with temporary salary raises that did not commensurate with official duties they performed. In The Matter of Representative Charles H. Wilson, the Committee found Representative Wilson hired a person whose salary was not commensurate with duties performed, in violation of XXIII, cl. 8, when he employed a friend and political supporter as a congressional staffer. Comm. on Standards of Official Conduct, In the Matter of Representative Charles H. Wilson, H. Rept. 96-950, 96th Cong. 2d. Sess. 2 (1980).
577 Exhibit 112.
579 Id. at 36.
580 Id. at 36.
582 Id. at 30.
conclusion, the Committee noted that the question of the permissibility of severance under House Rule XXIII, clause 8 has been a longstanding subject of discussion and inconsistent guidance.\footnote{Id. at 30 n. 215.}

The amount of time Employee B remained on payroll without performing official duties is minimal when accounting for the periods of time in which the office was closed for Thanksgiving and Christmas holiday periods, Employee B’s pre-planned two-week vacation, and the time he actually spent performing official work.\footnote{Compare to Meadows at 36 (noting that employee’s pay which lasted two and a half months period, during which time no work was performed, “was in no way de minimis”).} In addition, the evidence does not indicate that the compensation Employee B received during this period was truly a “severance,” as he continued to perform work and help with his transitioned out of the office. Moreover, the ISC received evidence indicating that Employee B’s termination was, at a minimum, effectuated with the knowledge of the office’s Financial Administrator and that Representative Schweikert believed it was done in consultation with OHEC. In light of these circumstances, the ISC declined to find a House Rule XXIII, clause 8 violation.

C. Findings Relating to Financial Disclosure Statements

   i. Background

OCE’s Second Referral detailed a number of alleged errors and omissions in Representative Schweikert’s Financial Disclosures including: (1) the failure to disclose the existence and/or purchase of certain rental properties as well as liabilities associated with the properties; (2) discrepancies related to real estate income reported on his tax returns and financial disclosure statements; (3) the omission of bank accounts; and (4) the omission of certain credit card liabilities.\footnote{OCE’s Second Referral at 34-41.}

In December 2017, Representative Schweikert retained Compliance Firm 2 to assist in reviewing issues related to his campaign’s acceptance of outlays from members of his staff.\footnote{Exhibit 120.} As Compliance Firm 2’s review was underway, their role was expanded to assist in reviewing and amending Representative Schweikert’s financial disclosure reports.\footnote{Exhibit 91.} On October 3, 2018, Representative Schweikert advised the Committee that, with respect to his financial disclosure statements, “Congressman Schweikert acknowledges that he inadvertently made some mistakes in his filings, and he is working diligently to correct those mistakes and amend the appropriate disclosure statements.”\footnote{Exhibit 91.} Compliance Firm 2 undertook a thorough review of his prior financial disclosures. Following a document subpoena issued by the ISC, Compliance Firm 2 informed the ISC on June 7, 2019 that its work assisting with reviewing and amending Representative Schweikert’s Financial Disclosure statements took “longer than expected, given the complexity of the information and the
need to locate old documents, some of which we understand were destroyed in a flood. At that
time, Compliance Firm 2 provided the ISC with a detailed memorandum summarizing anticipated
amendments to Representative Schweikert’s Financial Statements as well as verification reports
and underlying documentation in support of the amendments. In September 2019, Representative Schweikert’s prior Financial Disclosure statements were amended to address the
omissions detailed in OCE’s Second Referral and additional errors identified in the course of
Compliance Firm 2’s review.

Representative Schweikert denied ever intentionally omitting or misreporting information
in his Financial Disclosure statements. The omissions in his Financial Disclosures were a
byproduct of putting his life on “autopilot,” which led him to copy information from year to year:
“my sin was taking that financial disclosure saying I haven’t changed anything, I haven’t moved
anything I’ve done, copy it and make that the next year.”

ii. Relevant Laws, Rules, and Other Applicable Standards of Conduct

Title I of the Ethics in Government Act (EIGA) requires annual financial disclosures by all
senior federal personnel, including all Members of the House, and senior
House employees. Members, officers, and certain employees must annually disclose personal
financial interests, including investments, income, and liabilities.

EIGA requires financial disclosure reports to include “[t]he identity and category of value of
any interest in property held during the preceding calendar year in a trade or business, or for
investment or the production of income, which has a fair market value which exceeds $1,000 as
of the close of the preceding calendar year . . . .”, the identity and category of value of the total
liabilities owed to any creditor . . . which exceed $10,000 at any time during the preceding
calendar year. . . .” and “a brief description, the date, and category of value of any purchase,

587 Exhibit 120.
588 Id.
589 See 2010-2017 Amended Financial Disclosures of Representative Schweikert,
http://clerk.house.gov/public_disc/financial.aspx. See also Compliance Firm 2 Memorandum and Verification
Reports on file with the ISC. Compliance Firm 2 noted that it maintained the asset valuation or income for Sheridan
Holdings LLC reported on Representative Schweikert’s original Financial Disclosure because it did not receive asset
or income information. Representative Schweikert advised the ISC the income discrepancies between his tax
statements and his Financial Disclosures were due to him offsetting income in his tax returns for expenses. He
noted that in additional to rental income, his companies may have received commission payments on legacy leases.
ISC Interview of Representative Schweikert. The ISC notes that there was additional gross income reported in
Representative Schweikert’s 2010 tax return, beyond the $10,998 amount reported by the OCE, that was attributable
to Sheridan Equities. Tax and financial information on file with the ISC.
590 Id. Representative Schweikert advised the ISC that he handed his Financial Disclosures to Mr. Schwab, who
advised that he had someone else review it. Mr. Schwab advised the ISC that he was not aware of any information
being omitted willfully from Representative Schweikert’s Financial Disclosure statements. ISC Interview of Oliver
Schwab.
592 Id. at §§ 101-111.
593 Id. § 102(a)(1).
594 Id. § 102(a)(4).
sale or exchange during the preceding calendar year which exceeds $1,000. (A) in real property, other than property used solely as a personal residence of the reporting; (B) in stocks, bonds, commodities futures, and other forms of securities.”

Violations of the laws governing House Financial Disclosure Statements may implicate House Rule XXVI, clauses 1 and 2, which state, “[a] Member . . . of the House shall behave at all times in a manner that shall reflect creditably on the House,” and “shall adhere to the spirit and the letter of the Rules of the House.” If a filer knowingly and willfully falsifies or fails to file or to report any required information, the Committee may take appropriate action. The ELGA also authorizes the Attorney General to seek a civil penalty.

iii. Findings

Representative Schweikert’s 2010 through 2017 Financial Disclosure statements omitted various information that should have been disclosed, including details related to his real-estate holdings, bank accounts, and liabilities. In some instances, he disclosed some but not all of his real estate holdings, or only disclosed certain bank accounts in some years but not others. Prior to being notified of all the alleged omissions by OCE in September 2018, he sought assistance from Compliance Firm 2 to address any errors. In September 2019, he amended his 2010 through 2017 Financial Disclosure Statements to not only address omissions identified by OCE, but make additional disclosures based on additional omissions that were discovered in the course of Compliance Firm 2’s review.

Absent evidence that errors or omissions on financial disclosures are knowing and willful, the Committee’s general practice is to notify the filer of the error and require that the filer submit an amendment. Once the amendment is properly submitted, the Committee typically takes no further action. As discussed above, Representative Schweikert amended his 2010 through 2017 Financial Disclosure statements in September 2019 following a thorough review of by Compliance Firm 2.

Representative Schweikert’s amendments to his Financial Disclosures Statements are not uncommon. Between 20 percent and 30 percent of all Financial Disclosure Statements reviewed by the Committee contain errors or require a corrected statement. The ISC did not find evidence that Representative Schweikert’s Financial Statements were knowing or willful. Moreover, his amendments, which not only addressed issues raised by OCE, but made additional disclosures, show his good faith effort to comply with disclosure requirements. Consistent with this precedent, the ISC determined that no further action is required with respect to Representative Schweikert’s Financial Disclosure errors.

506 Id. § 102(a)(5).
507 See House Rule XXVI.
508 5 U.S.C. app. 4 § 104(c), Ethics Manual at 265.
511 Buchanan at 5.
D. Lack of Candor and Diligence During the Investigation

i. Background

At the outset of this matter, Representative Schweikert advised the Committee that he intended to cooperate in order to reach an expeditious resolution. To that end, he made multiple submissions of written answers and produced thousands of documents in response to the ISC’s requests for information, and encouraged witnesses to cooperate and offered to pay costs (and has paid costs) for staffers to engage an attorney of their own choosing and made himself available for an interview.

While these steps were appreciated and consistent with the general efforts all Members are expected to make in response to the Committee’s investigations, the ISC did not believe that Representative Schweikert treated the allegations of misconduct raised by OCE’s Referral with sufficient seriousness. His actions instead suggested that he was more concerned with bringing the matter to a close as quickly as possible, while not inclined to actually familiarize himself with all of the allegations or take proactive steps to remedy prior FEC reporting errors.

As a preliminary matter, some of Representative Schweikert’s responses to OCE’s requests for information were misleading. Rather than produce documents, he directed the OCE to FEC reports even though the information within the reports was inaccurate, as he knew or had reason to know. Following the receipt of OCE’s Second Referral, he offered the Committee vague assurances that he was working with the FEC to correct reporting errors, while not specifically addressing what the specific reporting errors were, and not actually taking meaningful action to address many of the errors raised in OCE’s referral. Notably, Representative Schweikert did not advise the FEC of certain reporting errors until January 27, 2020, a year and a half after OCE inquired about those errors. On that date, Representative Schweikert’s counsel advised the FEC that he had discovered potential reporting violations “in the course of the ongoing congressional investigation,” seeming to suggest that the errors had just been uncovered, and that they were making the disclosure in an effort to be fully transparent, even though the errors were “well beyond FECA’s 5-year statute of limitations.” Yet Representative Schweikert’s own dilatory response ensured the statute of limitations had passed.

Although Representative Schweikert produced over 16,003 pages of documents to the ISC in response to its requests for information, he took over a year to produce those documents. The ISC raised concerns about the level of his cooperation in May 2019, when it advised his counsel:

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602 In addition, through counsel, Representative Schweikert called allegations in a blog entry that questioned whether MPB funds were being used for his campaign “unfounded,” when he knew that he had obtained a line of credit from MPB in support of his campaign.
603 Exhibit 8.
604 Some of the reporting errors detailed in OCE’s Second Referral were within the applicable five-year limitations period. For example, at the time Representative Schweikert received OCE’s Second Referral, five years had not elapsed since (1) the filing of his September 2013 memorandum that inaccurately stated that the December 25, 2011 $100,000 loan had been forgiven and (2) the MPB line of credit obtained in support of his campaign was not repaid until February 2015.
Although you have informed us that Representative Schweikert intends to fully cooperate with the ISC’s investigation, the pace of his response to the RFIs does not reflect such an intent. You have also noted your client’s desire for this matter to be resolved expeditiously, but these delays impede the ISC’s ability to do so. 505

The ISC further advised that, while it is not uncommon for respondents to experience production delays due to technological issues or the need to review a significant volume of documents, the extent of Representative Schweikert’s delays had gone “beyond what is reasonable.” 506

The ISC accommodated Representative Schweikert’s request that his interview be conducted as early as practicable and agreed to move-up his interview by two-weeks. During his interview, however, Representative Schweikert was ill-prepared to address many of the allegations under review. During some parts of his testimony, he appeared to be completely unfamiliar with some of the reporting allegations, 507 and at other times he made statements that could not be reconciled with the evidence.

For example, Representative Schweikert began his testimony by noting, “[r]ember, I’m the person who’s never asked for a reimbursement,” and provided a lengthy response to a question regarding whether congressional staff bought him food, by noting, among other things: “but you don’t understand how absurd that question is, I never even asked for reimbursement, so if I was money-oriented and worried about, I would be billing every little Uber and taxi, and this, and that. I have never, ever requested reimbursement.” 508 The ISC obtained testimony from multiple staff members that Representative Schweikert was, in fact, money conscious, and it obtained records showing that he sought reimbursements, including a reimbursement for over $20,000 in home security expenses from his campaign. 509

Representative Schweikert also denied that members of his congressional staff ever babysat his child in the office, paid for babysitters on his behalf, took his clothes to be dry cleaned, or were stuck with a bill for a staff dinner after Representative Schweikert left the restaurant without paying. 510 As explained previously, the ISC’s record demonstrates that, contrary to his testimony, this conduct did occur.

### ii. Relevant Laws, Rules, and Other Applicable Standards of Conduct

Article I, Section 5 of the Constitution grants each chamber of Congress the power to “punish its Members for disorderly Behaviour, and, with the Concurrence of two thirds, expel a Member.” The Committee is designated by House rule as the body which conducts the

505 Exhibit 122.
506 Id. In addition to these delays, Representative Schweikert’s overall document productions omitted numerous relevant records, including email communications he was copied on relating to staff’s performance of campaign work. See supra n. 414.
507 ISC Interview of Representative Schweikert.
508 Id.
509 Id. ISC Interview of 2012 Campaign Manager, Exhibit 32.
510 ISC Interview of Representative Schweikert, see supra Section III(a)(7).
investigative and adjudicatory functions which usually precede a vote by the full House regarding such punishment or expulsion.

House Rule XXIII, clause 1, provides that Members are required to act at all times in a manner that reflects creditably on the House.

iii. Findings

Every Respondent is entitled to mount a defense when confronted with allegations of misconduct, but the Ethics Committee is not an adversarial courtroom and Members owe a duty of candor to the House and the public. Public office is a public trust, and as part of that public trust, public officials should take seriously allegations that threaten the integrity of the institution and seek to be forthright and cooperative with the body designated to review such allegations. Representative Schweikert’s delays and deficiencies in responding to requests for information by the ISC, as well as in informing the FEC of reporting errors, were inconsistent with the level of diligence Members should exercise when faced with allegations of unethical conduct. It is the nature of a self-regulatory body to strive to collegially review allegations of misconduct and, accordingly, the Committee’s longstanding practice is to seek voluntary cooperation from respondents. When that cooperation is less than fulsome, that threatens to undermine the foundations of that self-regulation.

The Committee has previously explained that “the support of the Members, officers and employees of the House for the work of this committee is crucial to its continuing effectiveness.” As such, the public’s trust in the integrity of the House is at risk when a respondent demonstrates “such little respect for the internal discipline of the House that [the respondent] would attempt to evade its questioning, rather than submitting to the fact gathering process in good faith.” When a Member’s actions undermine the efforts of the Committee and its subcommittees to investigate the allegations brought before it, such actions do not reflect creditably on the House.

The ISC found Representative Schweikert’s conduct during its investigation troubling. He did not always provide candid responses to the ISC’s questions, and he made repeated assurances that he had taken steps to correct reporting errors, when in fact he had not, and then appeared to be unfamiliar with some of those errors when he was asked about them during his testimony. The ISC was struck by how little Representative Schweikert seemed to appreciate the severity of the allegations raised in OCE’s Second Referral in particular.

In his response, Representative Schweikert maintains that his own misleading testimony is the product of the ISC’s “questioning strategy” and takes issue with the fact that the ISC did not disclose information it had in its possession to refresh his recollection when he was making

6b See Richardson at 95.
6c The Committee found that a Member violated House Rule XXIII, cl. 1 when the Member advised two material witnesses that the creation of a document was not an improper use of official resources and then only produced the document to the Committee in response to the Committee’s third request for information. Comm. on Ethics, In the Matter of Allegations Relating to Representative Judy Chu, H. Rept. 113–665, 113th Cong. 2d Sess. 10–11 (2014).
statements that were not supported by the evidence. As a preliminary matter, many of Representative Schweikert’s statements were not in response to any questions posed by ISC counsel but his own affirmative attempts to get ahead of the evidence by making blanket statements that were not entirely forthright. As is common in any investigation, Representative Schweikert was questioned about his own independent recollection; he was not simply asked to corroborate the testimony of others.

The ISC recognizes that memories are not always perfect and does not expect any witness to speculate or guess if they do not know the answer to a question posed. All the ISC sought was honest and candid testimony from Representative Schweikert, and if he did not recall or know the answer to a question posed, he was free to state that he did not recall or did not know. Rather than do that, however, he sought, proactively, to portray himself in a light that was not supported by the evidence and now attempts to blame the ISC for his own problematic testimony.

The ISC’s finding with respect to lack of candor, however, was not based solely on a few memory lapses, but based on numerous blanket statements that the Member has never and would never take certain actions, despite testimony and documentation from multiple witnesses to the contrary, and a failure to address substantial campaign finance reporting allegations for over a year, despite the ISC’s repeated requests in that regard.

Moreover, the ISC recognizes that Representative Schweikert did make substantial efforts to cooperate, and it did not find that Representative Schweikert actively intended to lie or mislead the ISC or obstruct its investigation. Representative Schweikert also points to the money his campaign spent reviewing and producing documents to excuse any issues with his level of cooperation. The ISC appreciates that he committed significant resources to document review; however, there is no number of pages produced or dollars spent on lawyers that can substitute for actually acknowledging and providing candid responses to specific allegations of unethical conduct. Representative Schweikert has ultimately accepted responsibility for his conduct, and the ISC has factored that acceptance into its determination that the lowest level House sanction is appropriate in this matter. Nonetheless, Representative Schweikert’s overall lack of candor and diligence in connection with the investigation compromised the ISC’s ability to investigate the allegations and did not reflect creditably on the House. Therefore, the ISC determined that Representative Schweikert violated House Rule XXIII, clause 1, in connection with such conduct.

IV. RECOMMENDATION FOR SANCTION OF REPRESENTATIVE SCHWEIKERT

In investigating alleged violations by a Member of the House, the Committee is charged with making recommendations for final disposition of such investigations to the House as it may consider appropriate in the circumstances. This includes recommendations for sanctioning Members. The Committee’s rules state that “[w]ith respect to the sanctions that the Committee may recommend, reprimand is appropriate for serious violations, censure is appropriate for more

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614 Appendix E.
615 House Rule XI, cl. 3(a).
serious violations, and expulsion of a Member . . . is appropriate for the most serious violations.” 616
Not all “serious” violations result in a sanction recommendation to the House; the Committee can, and frequently does, issue its own reproval in lieu of making a recommendation to the full body.
There are many reasons why the Committee might address violations with reproval rather than submitting a resolution to the House. For one, the Committee’s rules generally provide for a House-level sanction after an investigative subcommittee has been impaneled and a Statement of Alleged Violation has been adopted; most of the matters resolved through reproval are never sent to an investigative subcommittee. In some instances, a subcommittee was established but no Statement of Alleged Violation was adopted, such as matters where the Member’s violations were found to be unintentional. 617 and where the Member took “swift action” to bring himself into compliance with applicable rules. 618
The Committee has recognized, however, that some matters call for “more severe action” than reproval, particularly where misconduct is “profound and pervasive.” 619 In the Richardson matter, the investigative subcommittee determined that the Member’s misuse of House resources and compelled campaign work, as well as her failure to act with complete candor during the investigation, merited a reprimand and a $10,000 fine. In this matter, the ISC also found misuse of resources, compelled campaign work, and insufficient candor; and while those particular violations were not as flagrant as in the Richardson matter, they also represented only a fraction of the total misconduct.

The ISC believes a House-level sanction is required in this matter. In determining that a Committee-level reproval would be insufficient, the ISC considered that this matter contains many component violations that on their own have historically merited at minimum a Committee reproval, and a stronger response is therefore warranted in light of the aggregation of misconduct. For example, the Committee has reproved Members where it has found they failed to define and communicate boundaries leading to “inadvertent misuses of MRA funds,” 620 “failed to comprehend the importance of setting boundaries and limits . . . and thus did not take the proper precautions to avoid improper interactions or the appearance of impropriety,” 621 and failed to adequately supervise staff’s use of both official and campaign resources. 622 In another matter, the Committee determined reproval was appropriate where a Member’s campaign made loans following discussions with the FEC, which were properly disclosed to the FEC, but were nonetheless found to be inconsistent with House rules regarding personal use of campaign funds. 623 In that instance, the Committee noted that there was “no evidence of any improper intent” on the

616 Committee Rule 24(g).
618 Comm. on Ethics, In the Matter of Allegations Relating to Representative Don Young, H. Rept. 113-487. 113th Cong. 2d Sess. 4 (2014).
619 Richardson at 98.
620 Gutiérrez at 32.
621 Whitfield at 8.
622 See Rodgers.
part of the Member, and that the Member took corrective action “as soon as he became aware of
his oversight.”

When viewed as a whole, Representative Schweikert’s conduct is more egregious than that
of the Members before him who have been reprimed. While the ISC did not find evidence
indicating that Representative Schweikert was aware of the full extent of the misconduct, it would
not be fair to characterize the sum of the violations as merely unintentional or inadvertent.
Moreover, while Representative Schweikert did fail to exercise adequate supervision, the larger
picture was one of something more than mere mismanagement or inattention. The ISC found that
Representative Schweikert’s conduct was, at best, a product of willful ignorance and an abdication
of responsibility.

The Committee has a long history of recommending reprimands of Members in cases
involving serious failures to make disclosures required by law. Consistent with that history, the
ISC has voted to recommend the Committee reprimand Representative Schweikert. The ISC
considered whether Representative Schweikert should instead be censured, as the Committee
previously recommended censure based on the “cumulative nature” of violations on a “continuous
and prolonged basis.” The ISC ultimately agreed to recommend a lesser sanction, due in large
part to the congressman’s willingness to accept responsibility and agreement to pay a substantial
monetary fine. Although Representative Schweikert has made efforts to remediate many of the
violations that led to misappropriated official and campaign funds, some of the most concerning
case—particularly the misreporting in connection with Representative Schweikert’s loans
around the time of his 2012 congressional election—is past the point of remediation. The ISC
believes a significant monetary fine is fitting in light of the significant though not fully quantifiable
benefits that Representative Schweikert’s campaigns received as a result of much of the
misconduct discussed above.

Based on the sum of the violations, the ISC recommends that Representative Schweikert
be reprimanded and directed to pay a fine of $50,000. Representative Schweikert has agreed to
accept this sanction recommendation. As discussed further below, it is the ISC’s sincere hope that
this matter will serve as a cautionary tale for all House Members, and the ISC believes this sanction
is warranted to effectively convey that message to the whole body.

624 Id.
625 Comm. on Standards of Official Conduct, In the Matter of Representative John J. McFall, H. Rept. 95-1742, 95th
Congress 2d Sess. (Oct. 6, 1978) (reprimanding the Member for failure to report receiving a $3,000 campaign
contribution); Comm. on Standards of Official Conduct, In the Matter of Representative Charles H. Wilson, H. Rept.
95-1741, 95th Cong. 2d Sess. at 1 (Oct. 6, 1978) (reprimanding the Member for false disclosures in response to the
Committee’s investigative questionnaires); Comm. on Standards of Official Conduct, In the Matter of a Complaint
Against Representative Robert L. F. Sikes, H. Rept. 94-1364, 94th Cong. 2d Sess. at 4 (July 23, 1976) (reprimanding
the Member for failure to report stock ownership and conflict of interest violations).
626 Comm. on Standards of Official Conduct, In the Matter of Representative Charles B. Rangel, H. Rept. 111-661,
111th Cong. 2d Sess. 2 (2010).
627 Although one circumstance in which a fine is appropriate is where “it is likely that the violation was committed
to secure a personal financial benefit.” Committee Rule 24(g), the Committee has also imposed a fine on a Member
as part of a negotiated resolution involving misused resources, even where a personal financial motive was not
central to the misconduct. See Richardson.
628 To the extent Committee accepts this recommendation, the ISC further recommends that Representative
Schweikert be required to pay the fine no later than October 30, 2020.
V. ADVISORY RECOMMENDATIONS

Many of the pitfalls Representative Schweikert succumbed to could have been avoided with proper oversight. It is the ISC’s belief that all Members of the House, particularly incoming new Members, would benefit from a stronger emphasis on their oversight obligations, and therefore takes this opportunity to recommend several advisory actions to the Committee.

The ISC acknowledges that the demands of maintaining a congressional campaign make it unreasonable to expect candidates to review every campaign-related transaction themselves to ensure its compliance with applicable FEC rules and regulations. It is, accordingly, reasonable to rely on professionals to help ensure compliance. It is important, however, to ensure that those professionals receive the information necessary, such as requested access to campaign bank accounts, to ensure that filings are accurate.

Reliance on professionals, however, does not absolve Members from all oversight responsibility, especially when Members are made aware of concerns about conduct within their campaign operation or congressional offices. Members and candidates have an obligation to investigate and take remedial measures to correct violations and abuses, and to create safeguards to ensure those errors are not repeated. The ISC found that Representative Schweikert was made aware of FEC reporting errors and, through his inaction, allowed those reporting errors to continue for years into subsequent reporting cycles. Likewise, the ISC found that Representative Schweikert was made aware of improper campaign spending and, through his inaction, allowed additional campaign finance violations to occur. While Representative Schweikert may attempt to lay the blame with others, his own failure to provide basic oversight, and to take corrective action when issues were raised, helped facilitate additional violations and warrants a reprimand by the House of Representatives and a $50,000 fine.

Members and candidates have resources available to help them accomplish their oversight obligations. The Committee provides the Ethics Manual as an “educational resource” to assist Members, officers, and staff “in conforming their conduct to the high ethical standards they must meet.” The Committee updates and expands upon the materials in the Ethics Manual through the issuance of advisory memoranda on numerous topics, ranging from cryptocurrencies to campaign activity. Committee staff is also available to answer questions as they arise, conducts required trainings for new Members and employees, issues advisory opinions upon request, and provides in-person trainings for Members or their staff upon request. The Committee also publishes reports of its investigations which detail when and why the Committee finds violations of laws or other standards of conduct. The resources offered to Members and candidates can help them avoid Representative Schweikert’s mistakes.

The ISC is aware, however, of the large influx of information that Members receive, particularly when they first become a Member of the House. By providing more specific and emphatic guidance on some of the ethical obligations implicated by this matter, the House may be able to prevent more matters like this one.

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625 Ethics Manual at Preface.
To that end, the ISC recommends the Committee (1) incorporate this matter as a case study in New Member Orientation training, and (2) issue an advisory memorandum to the House community (known as a “Pink Sheet”) regarding several of the topics raised in this matter. The ISC recommends the Committee consider the follow topics and best practices for such a Pink Sheet:

- **Supervision.** Members and candidates who employ a hands-off management style should exercise caution when delegating significant responsibilities to another individual; not only should they take reasonable steps to ensure the individual to whom they delegate such responsibilities is familiar with relevant rules, they should clearly communicate their expectations and seek to confirm—rather than assume—the individual is following those expectations. It is not unusual for Members to place a significant amount of trust in such individuals, but Members must take care to cultivate an environment where other staff are able to raise concerns directly with the Member, including concerns regarding the individual to whom the Member delegated significant responsibilities. Members should also take care not to allow personal feelings to overshadow professional boundaries and responsibilities, concerns regarding individuals to whom Members have entrusted significant responsibilities should be treated with the utmost seriousness.

- **Outlays by Congressional Staff.** Given the “absolute” prohibition on staff making non-travel outlays and contributions, Members should take proactive steps to ensure their congressional staffers do not make impermissible outlays or contributions on behalf of their campaign. Such steps may include ensuring the campaign treasurer and staff are aware of the prohibition against staff from making such expenditures and obtaining a campaign committee credit or debit card for use by congressional staff who assist the campaign. Based on the lack of the familiarity with this restriction that the ISC encountered during its review, the ISC believes this area in particular is one where the House community would benefit from a refresher on the prohibition.

- **Campaign Treasurers, Filings, and Recordkeeping.** Members should exercise care when selecting an individual to serve as campaign treasurer. If a Member chooses to use family members and/or friends who lack the training or time to ensure FEC compliance, the Member should take additional steps to address their campaign committee’s compliance obligations. Members also must be mindful that House Rule XXIII, clause (b), imposes a verification requirement which is separate from, and in addition to, the recordkeeping requirements imposed by the FEC.

- **Office Manuals and Policies.** To the extent a congressional office issues handbooks or manuals to staff, such materials should generally conform to the practices actually employed in the office or risk causing confusion or undermining relevant rules and standards of conduct. To the extent a Member’s office allows staff to engage in campaign work during official hours, the office should have measures in place to ensure staff is still putting in a full day’s work, such as having a system for tracking the time an employee spends working for the campaign and/or making up time, while also
ensuring that such arrangement does not interfere with the functioning of the official office.

The ISC further hopes that this report will serve as a guide for Members, candidates, and the House community regarding applicable rules and expectations.

VI. CONCLUSION

During his interview with the ISC, Representative Schweikert attempted to portray himself as a good person who was deceived or let down by others around him, repeatedly referring to his reliance on those individuals as his “sins”:

[T]hat is my sin for thinking we had hired a professional compliance firm to watch things and someone who’d been . . . supposed to be a star as a chief of staff . . . . \(^{630}\)

I guess I made the sin of thinking I had good people. \(^{631}\)

The sin here was having given so much autonomy to the campaign manager, Mr. Schwab, or the consultant . . . . \(^{632}\)

[My greatest sin may be my arrogance of thinking I was one of the good guys. \(^{633}\)

Representative Schweikert’s primary ethical failing, however, was not that he thought he was a “good guy” or that he delegated authority to staff, consultants, or other professionals that failed to do their jobs properly. It was that he abdicated all responsibility for ensuring they did their jobs properly or enabling them to do so. Representative Schweikert came closer to the mark one other time during his testimony:

And this may be my sin, I didn’t ask. I just -- I assumed. I didn’t even assume. I didn’t think about it. \(^{634}\)

When running for or heading a public office, it is not acceptable to not even think about the ethical obligations that must be followed. Members cannot bury their head in the sand and claim innocence when rules and laws are violated around them; as government officials, they are charged with upholding the laws and regulations of the country, and as such, they have a duty to

\(^{630}\) ISC interview of Representative Schweikert (stating why he believed he had been taken advantage of).
\(^{631}\) Id. (when asked why he didn’t seek to understand what expenses were being charged to the campaign and bow).
\(^{632}\) Id. (when explaining that a poll his campaign paid for to explore a Senate run was based on “options that others had in their hopes for [him] to think about”).
\(^{633}\) Id. (in his opening statement to the ISC, explaining, “I thought I had been so incredibly careful in not touching things, let other people do that . . . .”).
\(^{634}\) Id. (when asked whether he received any guidance as to whether the MPB loan needed to be disclosed).
take steps to ensure the offices working under their supervision are in compliance with those laws and regulations.

The ISC further notes that this was not a matter solely about a wayward chief of staff or inattentive compliance firm. Some of the most serious allegations had nothing to do with the chief of staff or the compliance firm and were instead the result of direct conduct by Representative Schweikert and his spouse. With respect to those allegations in particular, including the $100,000 loan that was reported but never made and several additional campaign finance reporting violations, the ISC found Representative Schweikert endeavored to keep his head in the sand through most of the ISC’s investigation, rather than approach the matter with the level of diligence and candor that he should have. The ISC acknowledges that Representative Schweikert did make substantial efforts to cooperate, particularly with respect to the allegations where he felt he was “taken advantage of,” but believes that, as evidenced by his misplaced notion that his “greatest sin” was thinking he was a “good guy,” Representative Schweikert did not treat the allegations before the ISC with sufficient seriousness.

Representative Schweikert has now accepted responsibility for the violations found by the ISC and agreed to accept a robust sanction and waive further procedural steps to bring this matter to a close. The ISC commends him for this, as well as the remedial steps he took at the outset of the review. It is the ISC’s hope that not only will Representative Schweikert have learned that he has an obligation to “think about” the ethical issues discussed in this Report, but that all Members will take such a lesson from his experience.
APPENDIX A
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STATEMENT OF ALLEGED VIOLATIONS

For each of the following alleged violations, the Investigative Subcommittee (ISC) has determined there is “substantial reason to believe that a violation of the Code of Official Conduct, or of a law, rule, regulation, or other standard of conduct applicable to the performance of the official duties or the discharge of official responsibilities by a Member, officer, or employee of the House of Representatives has occurred.” See Rule 19(f), Rules of the Committee on Ethics. The ISC has been duly authorized by the Committee on Ethics to investigate allegations involving Representative David Schweikert (Respondent). 1


2. Respondent won his 2010 election and has been a Member of the United States House of Representatives since 2011, representing Arizona’s 5th congressional district from 2011 to 2012, and Arizona’s 6th congressional district from 2013 to the present.

I. STATEMENT OF FACTS IN SUPPORT OF ALLEGED VIOLATIONS

a. Relevant Individuals and Entities

3. Since his 2010 campaign, Respondent has had the following authorized campaign committees and campaign treasurers, with each campaign committee having served as the designated principal campaign committee for at least one congressional election cycle:

<table>
<thead>
<tr>
<th>Authorized Campaign Committee Names</th>
<th>Designated as Principal Campaign Committee</th>
<th>Treasurer(s) as reported in Statement of Organization Filed with Federal Election Commission (FEC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>David Schweikert for Congress</td>
<td>2010 election</td>
<td>Joyce Schweikert (October 24, 2007-May 29, 2013)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Treasurer D (May 29, 2013-June 9, 2017)</td>
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<tr>
<td></td>
<td></td>
<td>Treasurer C (June 9, 2017-December 20, 2017)</td>
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<tr>
<td></td>
<td></td>
<td>Treasurer E (December 20, 2017-April 13, 2018)</td>
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<tr>
<td></td>
<td></td>
<td>Treasurer B (April 13, 2018-present)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Treasurer B (January 13, 2012-May 29, 2013)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Treasurer D (May 29, 2013-October 11, 2013)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Treasurer C (June 9, 2017-December 20, 2017)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Treasurer E (December 20, 2017-April 13, 2018)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Treasurer B (April 13, 2018-present)</td>
</tr>
</tbody>
</table>

1 Pursuant to Committee Rule 18(d), the Committee unanimously voted to determine that the allegations referred to the Investigative Subcommittee relating to conduct that occurred prior to the 113th Congress are directly related to allegations relating to conduct that occurred in the 113th Congress and subsequent Congresses.
4. Richard Oliver Schwab, Jr. served as Respondent’s campaign manager from 2010 until early 2012 and resumed a management role over Respondent’s campaign between January 2013 until July 2018.

5. Mr. Schwab served in Respondent’s congressional office as Chief of Staff from January 2011 to June 2012, Senior Adviser from September 2012 to May 2013, and Chief of Staff from May 2013 to July 2018.

6. 2012 Campaign Manager served as Respondent’s campaign manager between May and August 2012 and assisted the campaign in a volunteer capacity between August 2012 and October 2013.

7. 2012 Campaign Manager served in Respondent’s congressional office as a Staff Assistant from January 2012 to April 2012, and District Deputy Director from May 2012 and August 2012 to October 2013.

8. Campaign Consultant is the sole owner and operator of Blue Point LLC, Constituent Communications LLC, and Trailhead Strategic Communications LLC, among other entities.


11. Campaign Consultant has provided mail services to Respondent’s congressional office through companies owned and operated by him between 2011 and 2014 and in 2016.

12. Sheridan Equities LLC and Sheridan Equities Holdings LLC are real estate businesses incorporated in Arizona and owned by Respondent.


15. During this time period, Mrs. Schweikert handled the finances for the David Schweikert Congress and Schweikert for Congress.

16. In addition, Mrs. Schweikert:
   - had access to and control over the David Schweikert for Congress and Schweikert for Congress bank accounts,
• performed campaign bookkeeping functions for David Schweikert for Congress and Schweikert for Congress,
• approved some and reviewed all David Schweikert for Congress and Schweikert for Congress campaign expenditures in consultation with Representative Schweikert, and
• prepared David Schweikert for Congress and Schweikert for Congress FEC reports.

b. Campaign Finance Violations

17. From at least July 2010 through at least December 2017, Respondent and/or his campaign committees violated federal campaign finance laws and regulations by: (1) erroneously disclosing or failing to disclose at least $305,000 in loans made or obtained for the benefit of his congressional campaigns, (2) not reporting at least $25,000 in disbursements made by David Schweikert for Congress and Schweikert for Congress (3) not reporting more than $140,000 in contributions received by David Schweikert for Congress, and (4) falsely reporting more than $100,000 of campaign expenditures. Due to its age, most, if not all, of this activity may now fall outside of the FEC’s jurisdiction because it did not occur within the applicable five-year statute of limitations, but separate rules apply for the timeframe of Committee investigations.

18. The treasurers for Schweikert for Congress had online access to the campaign bank account or reviewed bank statements periodically to reconcile the receipts, but Respondent’s spouse maintained primary control of the campaign committees’ bank accounts until at least early 2013; during that time, Respondent’s campaign committees failed to disclose tens to hundreds of thousands of dollars in contributions and disbursements that were made with campaign funds, falsely reported making disbursements with campaign funds that did not occur, failed to follow FEC regulations regarding proper disclosure of loans and loan repayments, and reported receiving a $100,000 loan from the candidate that did not exist.

19. After campaign staffers raised concerns about apparent reporting errors by Mrs. Schweikert, she was replaced as treasurer for the campaign and a professional compliance firm was hired, but that compliance firm was never given access to the bank accounts managed by Mrs. Schweikert and instead a new campaign committee was organized and new accounts created.

20. As a result, the professional compliance firm continued to file inaccurate or incomplete reports with the FEC.

21. In at least two instances, Respondent facilitated these reporting errors by failing to provide information to his campaign treasurers and/or compliance professionals, leading them to file the inaccurate reports with the FEC.

22. In at least one other case, Respondent learned of false information in reports after they were filed with the FEC, yet no amendments were filed or other corrective actions taken to fix the errors for years after learning of the errors.
23. In 2018, the Office of Congressional Ethics (OCE) opened a review into a number of alleged violations, including allegations relating to errors and omissions in Respondent’s FEC reports, and reported finding substantial reason to believe various loans, repayments, contributions, and expenditures were not disclosed consistent with applicable laws and regulations.

24. Respondent insisted publicly that the allegations referred by OCE related to “clerical mistakes,” but did not provide specific responses to requests from the ISC for almost a year about those mistakes and the steps taken to address those mistakes.

25. Between January 2011 and July 2018, Respondent’s campaign committees routinely accepted contributions, frequently in the form of outlays, from Mr. Schwab, totaling hundreds of thousands of dollars, in violation of applicable laws and rules that prohibit members of congressional staff from making contributions to their employing Members’ campaigns. There were also limited instances of small outlays by other members of Respondent’s congressional staff that were later reimbursed by the campaign.

26. These advances from Respondent’s Chief of Staff resulted in Respondent’s campaign reporting inflated quarterly financial figures and enabled the campaign to make campaign expenditures—including, in at least one instance, a personal loan repayment to Respondent and Mrs. Schweikert (the Schweikerts)—that it would not otherwise have had the liquidity to make.

27. After allegations were first raised about his campaign finances, Respondent hired Compliance Firm 2 to investigate campaign disbursements to Mr. Schwab and other members of his congressional staff, but Compliance Firm 2 did not review the other FEC reporting allegations raised by OCE.

28. To date, Respondent cannot account for several receipts and disbursements by his campaign committees that were not reported to the FEC, as well as disbursements by Schweikert for Congress that were reported to the FEC but had not been made.

1. Improper Disclosures of Campaign Loans
   i. December 25, 2011 $100,000 Personal Loan

29. On January 31, 2012, the Schweikert for Congress campaign committee disclosed in its 2011 Year-End Report that Respondent had loaned it $100,000 on December 25, 2011, when in fact this loan had not been made to the campaign. The loan continued to be reported on filings with the FEC through October 12, 2013.

30. Representative Schweikert testified that in late December 2011, he intended to apply for a $100,000 line of credit that he anticipated using as a personal loan to his campaign. Mrs. Schweikert entered a $100,000 personal loan from Representative Schweikert into the Schweikert for Congress’s financial tracking software used to generate the committee’s FEC
disclosure reports. Ultimately, the loan was never made. The loan entry in the campaign’s financial tracking software, however, was not removed and a $100,000 loan entry was included in Schweikert for Congress’s reports to the FEC, beginning with the 2011 Year End Report.

31. Respondent knew that the $100,000 loan had not been made to Schweikert for Congress at the time the 2011 Year-End Report was filed with the FEC.

32. The Schweikerts did not tell Respondent’s campaign treasurers or other individuals who worked on preparing or reviewing the 2011 Year-End Report, or any ensuing FEC reports that referenced this loan, that the $100,000 loan had not been made.

33. The falsely reported $100,000 loan inflated Respondent’s overall campaign cash totals.

34. The day after the loan was reported, Respondent’s Campaign Consultant commented in a news article, that the campaign reached near its finance goals going into Respondent’s 2012 primary election.

35. The treasurer of Schweikert for Congress on the date the loan was alleged to have been made, Treasurer A, was not aware that the loan was not made. Treasurer A was a campaign volunteer who Respondent had asked to serve as the official treasurer after he was elected to Congress; however, from the start of Treasurer A’s involvement as campaign treasurer in January 2011, her role was largely limited to disclosure of campaign contributions, while Mrs. Schweikert retained full responsibility for handling the reporting of the campaign committee’s expenditures and loans. As part of her role as treasurer, Treasurer A has access to the committee’s FEC reporting software, had online access to the Committee’s bank account, and reconciled the committee’s bank statements with deposits prior to filing a disclosure report.

36. When asked whether she ever had concern about being the responsible party for filing forms on behalf of the campaign Treasurer A testified that she was “concerned” because “there was a huge learning curve and it was a very stressful job” and because she had limited knowledge of the campaign’s finances on the expenditure side, which was primarily overseen by Mrs. Schweikert. But she also testified that she had a “great deal of confidence in Joyce’s ability.”

37. Around the same time the loan was reportedly made, to Schweikert for Congress, Treasurer A was replaced. Treasurer A testified that she intended to stay on as treasurer at that time, but Mr. Schwab informed her at that time that she was no longer treasurer. Mr. Schwab gave her no reason for the change.

38. Treasurer B began to transition into the treasurer role in December 2011. Like her predecessor, Treasurer B had access to the committee’s FEC reporting software and reviewed committee bank statements. On December 20, 2011, five days prior to when Respondent’s campaign reported that the $100,000 loan was made, Treasurer B told a personal friend, via email, that she had just become “Schweikert’s campaign treasurer,” and explained, “Joyce [Schweikert] doesn’t want to sign since she’s spouse and the current treasurer [Treasurer A] has some
trepidation about being the responsible party.” Treasurer B, who had previously worked with Respondent’s real estate business, had no prior campaign treasurer experience and told her friend she would need “a crash course on campaign finance law.”


40. On January 31, 2012, Treasurer B signed the Schweikert for Congress 2011 Year-End Report, which was the first disclosure of the $100,000 loan. Like Treasurer A, Treasurer B was not aware that the $100,000 loan had not been made and was not involved in inputting the information into the filing software.

41. By early 2013, a professional compliance firm, Compliance Firm 1, was hired to assist the campaign committees after concerns were raised by campaign staff about apparent errors in the campaign finance reports. An employee of that compliance firm, Treasurer D, replaced Treasurer A as campaign treasurer in May 2013. Like her predecessors, Treasurer D was not aware and was never informed that the $100,000 personal loan had not actually been made.

42. Neither Respondent nor Mrs. Schweikert recall ever informing Treasurer A, Treasurer B, or Treasurer D that the December 2011 $100,000 personal loan had been falsely reported.

43. Schweikert for Congress falsely reported the existence of the $100,000 loan to the FEC in the following FEC reports:

<table>
<thead>
<tr>
<th>Date</th>
<th>Record Transmitted to the FEC</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/31/12</td>
<td>Schweikert for Congress 2011 Year-End Report</td>
</tr>
<tr>
<td>4/15/12</td>
<td>Schweikert for Congress April 2012 Quarterly Report</td>
</tr>
<tr>
<td>7/15/12</td>
<td>Schweikert for Congress July 2012 Quarterly Report</td>
</tr>
<tr>
<td>8/16/12</td>
<td>Schweikert for Congress Pre-Primary 2012 Report</td>
</tr>
<tr>
<td>9/6/12</td>
<td>Schweikert for Congress July 2012 Amended Quarterly Report</td>
</tr>
<tr>
<td>10/15/12</td>
<td>Schweikert for Congress October 2012 Quarterly Report</td>
</tr>
<tr>
<td>10/25/12</td>
<td>Schweikert for Congress Pre-General 2012 Report</td>
</tr>
<tr>
<td>12/6/12</td>
<td>Schweikert for Congress Post-General 2012 Report</td>
</tr>
<tr>
<td>1/20/13</td>
<td>Schweikert for Congress Post-General 2012 Amended Report</td>
</tr>
<tr>
<td>1/31/13</td>
<td>Schweikert for Congress 2012 Year-End Report</td>
</tr>
<tr>
<td>4/14/13</td>
<td>Schweikert for Congress April 2013 Quarterly Report</td>
</tr>
<tr>
<td>7/15/13</td>
<td>Schweikert for Congress July 2013 Quarterly Report</td>
</tr>
<tr>
<td>10/12/13</td>
<td>Memorandum from Respondent to Campaign Treasurer</td>
</tr>
<tr>
<td>10/11/13</td>
<td>Schweikert for Congress October 2013 Termination Report</td>
</tr>
</tbody>
</table>

44. Mrs. Schweikert and Respondent continued to seek repayment of reported loans in communications with Treasurer D and other campaign staffers. Respondent was also involved in establishing a plan for payback of the loans that had been reported.
45. In early 2013, as Compliance Firm 1 became involved with the campaign’s compliance efforts, Mrs. Schweikert was working to wind down and close the accounts for previous campaign committees and sought reimbursement of outstanding personal loans by requesting that payments from cash on hand remaining in the previous campaign committees’ accounts be moved to her and Respondent’s personal bank accounts. In the same period of time, emails indicate Mrs. Schweikert and Respondent were applying for a house loan.

46. On August 10, 2013, Mrs. Schweikert emailed Treasurer D, and stated, “David and I have decided to settle some of the remaining debt on the 2012 committee” and asked Treasurer D to “release the $100,000 as settled” and close the Schweikert for Congress committee.

47. On October 11, 2013, Schweikert for Congress filed a termination report stating, among other things, that the December 25, 2011, $100,000 loan had been forgiven.

48. On October 12, 2013, Schweikert for Congress filed with the FEC a September 30, 2013, memorandum from Respondent to Treasurer D in which he stated: “Please be advised that as of September 30, 2013, I have forgiven the outstanding $100,000 loan, incurred on December 25, 2011, from my personal funds to the Schweikert for Congress Committee 2012 Primary Election.”

49. On November 5, 2013, the FEC accepted the Schweikert for Congress termination report and allowed for the Schweikert for Congress campaign committee to be terminated.

50. On April 11, 2018, OCE initiated a preliminary review into allegations involving Respondent and sent him a request for, *inter alia*, “[a]ll documents or communications related to any personal loans or contributions [Respondent] made to Schweikert for Congress in 2011-2012, including but not limited to, all documents or communications evidencing the source of those loans or contributions.” Respondent did not cooperate with OCE’s request.

51. On June 8, 2018, the Committee informed Respondent that, if he was aware of any inaccurate reporting on required disclosures previously filed with the FEC, those inaccuracies should be promptly and accurately corrected. At that time, the Committee encouraged Representative Schweikert to make any appropriate *sua sponte* submission to the FEC relating to the matters under review.

52. On September 5, 2018, the Committee transmitted to Respondent the Report and Findings of OCE which stated, *inter alia*, that OCE “found irregularities regarding a $100,000.00 personal loan from Rep. Schweikert, which was disclosed by Schweikert for Congress in a 2011 Year End FEC Report. Specifically, the OCE could not identify any campaign bank statements showing that the campaign actually received the $100,000.00.” On that date, the Committee provided Representative Schweikert with the opportunity to respond, in writing, to OCE’s Report and Findings.

53. On October 3, 2018, Respondent, through his counsel, provided a response to OCE’s referral,
but did not address the irregularities identified by OCE with respect to the reported $100,000 loan. Respondent’s counsel told the Committee that counsel had “engaged with FEC staff to work cooperatively to resolve any issues,” and that Respondent had been working to cure “inadvertent errors and discrepancies.”

54. For over a year, Respondent and his counsel did not engage with any FEC staff regarding the irregularities with the reported $100,000 loan.

55. Respondent informed the ISC that the $100,000 loan was improperly reported on January 6, 2020, when his counsel advised the ISC: “Based on our review, it appears that, due to administrative error, this loan may have been inadvertently reported as having been made (and forgiven) when it was never in fact made.” Respondent’s admission to the ISC followed multiple follow-up requests from the ISC that he identify errors and omissions in his FEC filings, culminating in a second request for information from the ISC in December 2019 that specifically directed Respondent to state whether the December 25, 2011, $100,000 loan had been deposited into the Schweikert for Congress bank account.

56. Respondent engaged with FEC staff regarding this improper disclosure on January 27, 2020. On that date, his counsel emailed FEC staff: “It appears that this loan was never made and should not have been disclosed on the committee’s reports.”

57. Respondent has reported making an additional six personal loans to his campaign totaling $630,000 and received regular disbursements from his campaign to fully repay him for those loans between 2013 and 2018. When asked whether any other loans the campaign paid him back were “inadvertently reported,” Respondent testified, “I don’t believe so.”

ii. Failure to Disclose 2010 Metro Phoenix Bank Loan

58. On or about July 19, 2010, Respondent, his spouse, Joyce Schweikert, and Sheridan Equities LLC applied for a $75,000 line of credit from Metro Phoenix Bank for the purpose of obtaining funds to support Mr. Schweikert’s 2010 campaign.

59. Metro Phoenix Bank is a Federal Deposit Insurance Corporation (FDIC) Insured State-Chartered Bank.

60. On or about July 30, 2010, the Schweikerts and Sheridan Equities LLC obtained a $75,000 revolving line of credit from Metro Phoenix Bank.

61. The $75,000 line of credit was secured by three rental properties owned by Sheridan Equities LLC.

62. Funds from the line of credit were used to pay for campaign-related purposes on:
   - August 2, 2010 ($24,589.80 wire to Anthem Media Inc.)
   - August 2, 2010 ($11,557 cashier’s check payable to Blue Point LLC)
   - August 4, 2010 ($26,000 cashier’s check payable to Blue Point LLC)
63. The funds disbursed from the line of credit were reported as expenditures by David Schweikert for Congress on:
   - July 30, 2010 ($24,589.80 to Anthem Media LLC for “TV & Radio”)
   - August 2, 2010 ($11,557 to Blue Point LLC for “Mail Design and Printing”)
   - August 4, 2010 ($26,000 to Blue Point LLC for “Mail Design and Printing”)

64. Respondent and Mrs. Schweikert personally repaid the August 2010 draws made on the line of credit; no campaign funds were used to repay the draws.

65. On or about February 2, 2011, the Schweikerts and Sheridan Equities requested that the line of credit be increased by $79,000 for non-campaign-related purposes.

66. On or about February 14, 2011, the Schweikerts and Sheridan Equities obtained a $79,000 increase to the line of credit from Metro Phoenix Bank, for a total value of $154,000. The increased line of credit was secured by an additional rental property owned by Sheridan Equities LLC.

67. Additional terms were added to the Metro Phoenix Bank line of credit between March 2013 and October 2014.

68. The Schweikert family made repayments to the line of credit on a monthly basis from October 2010 to February 2015.

69. On or about February 6, 2015, the line of credit was repaid in full.

70. Between July 30, 2010, the time the line of credit was obtained, and February 6, 2015, the date by which the line of credit was repaid, David Schweikert for Congress failed to disclose the existence of the line of credit obtained and used in support of Respondent’s 2010 campaign; the modifications to the line of the credit that occurred between 2011 and 2014; and all repayments of the line of credit through February 6, 2015. The in-kind payments for the campaign expenses funded with the draws from the line of credit were not reported as loans on the David Schweikert for Congress FEC disclosure reports.

71. Respondent did not inform Mrs. Schweikert’s successor as treasurer of David Schweikert for Congress, Treasurer D, or any other compliance professionals supporting his campaign committees, that he had previously secured a line of credit from Metro Phoenix Bank in support of his campaign or that the line of credit remained open through February 2015.

72. Mrs. Schweikert was a signatory on the loan documents and was treasurer of David Schweikert for Congress at the time funds from the line of credit were used by that campaign committee. Mrs. Schweikert failed to report the line of credit on appropriate FEC filings or inform the subsequent campaign treasurer or other compliance professionals involved with Respondent’s campaign of its existence.
73. The Schweikerts did not believe the line of credit needed to be disclosed to the FEC.

74. On April 11, 2018, the Office of Congressional Ethics (OCE) initiated a preliminary review into allegations involving Respondent and sent him a request for, *inter alia*, “[a]ll documents or communications associated with any lines of credit or loans that you or any business you are associated with received from Metro Phoenix Bank.”

75. Respondent did not cooperate with OCE’s request.

76. On June 8, 2018, the Committee informed Respondent that if he was aware of any inaccurate reporting on required disclosures previously filed with the FEC, those inaccuracies should be promptly and accurately corrected.

77. At that time, the Committee encouraged Respondent to make any appropriate *sua sponte* submission to the FEC relating to the matters under review.

78. On September 5, 2018, the Committee transmitted to Respondent the Report and Findings of OCE which alleged, *inter alia*, that the $75,000 Metro Phoenix Bank line of credit was improperly omitted from his principal campaign committee’s FEC filings between 2010 and 2015. On that date, the Committee provided Respondent with the opportunity to respond, in writing, to OCE’s Report and Findings.

79. On October 3, 2018, Respondent responded:

[regarding the allegations that the Congressman may have omitted information from his [FEC] candidate committee reports, . . . the Congressman has been working to cure any such inadvertent errors or discrepancies for several months. A new FEC compliance firm was retained at the end of 2017, and the Congressman’s counsel has engaged with FEC staff to work cooperatively to resolve any issues.]

80. Respondent did not work to cure or engage with any FEC staff regarding the omission of the $75,000 MPB loan from Respondent’s campaign committee reports at that time.

81. On December 21, 2018, the ISC requested that Respondent identify any errors or omissions in his FEC reports. Respondent did not address the line of credit omission in his response.

82. Respondent did not inform the ISC that his campaign failed to disclose this Metro Phoenix line of credit for more than a year after ascertaining the ISC that he intended to cooperate and was working to promptly address errors and omissions raised by OCE.

83. The ISC made multiple follow-up requests that Respondent identify errors and omissions in his FEC filings, culminating in a second request for information from the ISC that specifically
directed Respondent to state whether he obtained this line of credit in support of his campaign, and inform the ISC whether and when the campaign committee intended to disclose the line of credit.

84. On January 6, 2020, Respondent’s counsel informed the ISC that “it appears that Schweikert for Congress inadvertently failed to disclose that Representative Schweikert funded certain loans to his campaign with a $75,000 line of credit obtained from [Metro Phoenix Bank].”

85. Respondent engaged with FEC staff on January 27, 2020, regarding this omission, when his counsel emailed FEC staff: “it appears that the David Schweikert for Congress committee funded certain campaign disbursements in 2010 with a $75,000 line of credit from Metro Phoenix Bank secured by Representative Schweikert, his wife, and Sheridan Equities, but the line of credit was not disclosed on the committee’s reports.”

2. Misreporting of Campaign Contributions and Expenditures
   i. Errors and Omissions in Reporting of David Schweikert for Congress Disbursements and Contributions

86. Between 2010 and 2013, David Schweikert for Congress bank records contain at least $8,000 in disbursements and $140,000 in receipts that are not reflected in any of the David Schweikert for Congress disclosures made to the FEC.

87. OCE identified these reporting discrepancies in its Report and Findings, which included corresponding bank records as an exhibit. A copy of OCE’s Report and Findings were provided to Representative Schweikert on September 6, 2018. Representative Schweikert has not provided an explanation for these disbursement and receipt reporting discrepancies. Respondent asserted that the campaign no longer possessed its records from this time period because they were beyond the FEC’s record retention period and was therefore unable to explain the discrepancies.

   ii. False Schweikert for Congress Disbursements to Blue Point

88. In October and November 2012, Schweikert for Congress reported making $100,000 in payments to Campaign Consultant’s company, Blue Point LLC, that were not actually received by him.

89. The $100,000 was spread out into 5 odd-numbered payments, and therefore looked similar to the large mail-related disbursements Campaign Consultant’s company typically received:
   - October 5, 2012 disbursement for $23,972
   - October 15, 2012 disbursement for $11,580
   - October 19, 2012 disbursement for $18,868
   - October 26, 2012 disbursement for $22,580
   - November 2, 2012 disbursement for $23,000

90. Including these disbursements totaling $100,000 left Schweikert for Congress with an ending
cash on hand of only $7,488.54 at the close of the 2012 election cycle. Without those disbursements, the campaign committee would have reported an ending cash on hand of $107,488.54. However, that number would have included the December 25, 2011 $100,000 loan. Because the campaign had never received the $100,000 loan, it did not have anywhere near $107,488.54 left in its bank accounts at the end of 2012.

91. In late 2012, Campaign Consultant and 2012 Campaign Manager told Respondent that Respondent’s campaign committee misreported disbursements to Blue Point LLC that had not been made.

92. In December 2012, 2012 Campaign Manager made a reference to Mr. Schwab about Mrs. Schweikert having stolen money from the campaign. 2012 Campaign Manager testified that the statement was a joke between him and Mr. Schwab. Mr. Schwab testified that, after 2012 Campaign Manager made that reference, he raised the need to “professionalize the bookkeeping” of the campaign about Mrs. Schweikert’s bookkeeping with Respondent around that time and that Respondent agreed to hire a professional compliance firm.

93. Representative Schweikert did not take any specific steps to correct the false FEC reports that were brought to his attention.

94. Mr. Schwab testified that in late 2012, Representative Schweikert told him that he wanted to “get the books away from Joyce.” When asked whether he made that statement Representative Schweikert confirmed that he wanted to engage a professional compliance firm at that time “because it took a toll when you had that sort of chaos in your life.”

95. The campaign retained Compliance Firm 1 in January 2013 to take over management of the campaign finances, including campaign treasurer duties, and to create a new campaign committee, Friends of David Schweikert.

96. Compliance Firm 1 was not hired to conduct a compliance review of the campaign’s past activity. Compliance Firm 1 was not specifically advised about past activities of the campaign. Past activities that Compliance Firm 1 was not advised of included the errors and omissions on FEC reports relating to the December 25, 2011, $100,000 loan that had not been made, the omission of receipts and disbursements by David Schweikert for Congress on FEC reports, the misreported disbursements to Blue Point LLC by Schweikert for Congress, nor any other activity reported on past disclosure reports of the campaign’s other two committees.

97. After Compliance Firm 1 was hired, Mrs. Schweikert remained treasurer of David Schweikert for Congress and retained access and control over the David Schweikert for Congress and Schweikert for Congress Chase Bank accounts and continued to make payments that were not accurately reported to the FEC, including loan repayments from a Schweikert for Congress Chase Bank account.

98. In early 2013, the Schweikert for Congress Chase Bank account made a disbursement, via check,
to an unknown individual or unknown entity for an unknown purpose, that was not disclosed to the FEC. Specifically, the bank account records reflect a check paid by Schweikert for Congress for $19,708.10 on February 28, 2013, that was not disclosed to the FEC. Respondent asserts that he was unable to verify the check recipient because the cancelled checks for that time period are no longer available from the bank.

99. The Schweikert for Congress Chase Bank account also reflects a series of ATM & debit card payments in January totaling $1,658.41 from debit cards issued to Representative Schweikert and Mrs. Schweikert, as well as $3,397 in deposits in January 2013 and $24,108.18 in deposits in February 2013. None of these deposits or withdrawals were disclosed to the FEC by Schweikert for Congress.

100. Respondent believes that aside from a recurring payment to the campaign’s email marketing firm and a $15 payment to Facebook, the debit card transactions were in-store purchases by his then-chief of staff to pay for expenses related to serving coffee and donuts at the Maricopa County Republican Mandatory meeting.

101. Mrs. Schweikert retained sole responsibility for inputting Schweikert for Congress’s expenditures into the campaign’s FEC reporting software at this time, while the committee’s treasurer inputted receipts.

102. On at least two occasions in February 2013, Treasurer D of Compliance Firm 1 asked Mrs. Schweikert for access to the David Schweikert for Congress and Schweikert for Congress accounts at Chase Bank, however Mrs. Schweikert never gave Treasurer D, or any other individual at Compliance Firm 1, access to the accounts, which were ultimately closed by Mrs. Schweikert on April 8, 2013, and June 17, 2013, respectively. Compliance Firm 1 was not acting as treasurer of either committee at that time, but did have access to the disclosure reporting database that was used for the campaigns, including past entries.

103. Mrs. Schweikert was officially replaced as treasurer in May 2013; however, none of the previous reporting errors and omissions were amended by Compliance Firm 1, or the compliance firm Respondent retained in 2017, Compliance Firm 2.

104. Notwithstanding the earlier concerns regarding Mrs. Schweikert’s role in Respondent’s campaign finances, in August 2018, Mrs. Schweikert resumed a role in Respondent’s campaign finances with respect to reviewing and approving all campaign expenses.

105. In connection with this role, Compliance Firm 2 was advised that all expenses incurred by Campaign Consultant’s company for outlays for media and mail will go first to Mrs. Schweikert who would then send the invoice to Compliance Firm 2 when she is ready for it to be paid.

106. Mrs. Schweikert currently plays no role in managing, overseeing, or approving Respondent’s campaign’s expenses or FEC filings.

3. Campaign Contributions and Expenditures by Employees
107. Respondent’s campaign committees did not have a campaign credit or debit card available for individuals making expenditures on behalf of the campaign to use for the majority of the time period under review. Respondent testified that he relied on the campaign’s compliance firm and campaign manager to take care of campaign purchases and reimbursements and was in “complete ignorance” as to whether his campaign had a debit card prior to the initiation of OCE’s review.

i. Outlays by Oliver Schwab

108. Between January 2011 and July 2018, Mr. Schwab made impermissible outlays on behalf of Respondent’s authorized campaign committees totaling over $270,000.00.

109. Respondent’s authorized campaign committees reimbursed Mr. Schwab for these outlays through different means, including by issuing checks to Mr. Schwab, to Chartwell Associates (a single-member limited liability company based in Virginia owned by Mr. Schwab), and Mr. Schwab’s credit card companies (including Chase, Barclays Card Services, and American Express).

110. By reporting Mr. Schwab’s reimbursements to the FEC as being to Chartwell Associates or various credit card companies, the public could not see the true amount of expenditures Mr. Schwab had made on behalf of Respondent’s campaigns or, in some cases, the true nature, date, and underlying recipient of the disbursements.

111. Respondent’s authorized campaign committees paid at least $7,000.00 in reimbursements to Mr. Schwab directly.

112. Respondent’s campaign paid at least $65,000.00 in reimbursements to Mr. Schwab by issuing disbursements to Chartwell Associates.

113. Respondent’s campaign paid at least $200,000 in reimbursements to Mr. Schwab by issuing disbursements to Mr. Schwab’s personal credit card companies.

114. Mr. Schwab testified that Respondent had preferred reimbursements be reported as payments to Chartwell because it appeared as an arm’s length transaction to a vendor on FEC reports, rather than a payment to his staffer. Respondent testified that he never discussed reimbursing campaign expenses through Chartwell with Mr. Schwab and was unaware that Mr. Schwab used his own funds to pay for campaign expenses or that those funds were being reimbursed through Chartwell.

115. When reporting disbursements to Mr. Schwab’s personal credit card companies, the campaign did not always disclose the underlying vendor on FEC reports, nor did it disclose that Mr. Schwab had made the underlying disbursements.
116. In some instances where Mr. Schwab was reimbursed for his outlays through his company Chartwell Associates, the reimbursement was reported as income to Mr. Schwab for consulting services.

117. After OCE initiated a review into allegations that Mr. Schwab received improper payments from Respondent’s campaign, the campaign conducted an internal review and identified additional transactions totaling $102,622.34 that were originally paid with Mr. Schwab’s personal credit card and then reimbursed to Mr. Schwab and/or Chartwell Associates by the campaign, but were reported with descriptions such as “strategic consulting.”

118. After its internal review, Respondent’s campaign had $50,372.14 of the $102,622.34 it identified as improper payments refunded by the vendor to Mr. Schwab’s personal credit card, and then the campaign repaid the invoices directly using campaign funds. The remaining $52,250.20 were either unverifiable transactions or could not be refunded to the vendor.

119. Respondent submitted a sua sponte self-report to the FEC disclosing the $102,622.34 in improper payments or “substantially similar” information on June 26, 2018.

120. Respondent’s sua sponte submission remains pending with the FEC, and Respondent, through his counsel, has informed the ISC that his campaign is “working cooperatively with the FEC to ensure that its reports comply with FEC rules and regulations.” The FEC lacked a quorum between September 2019 and May 2020 and has been unable to resolve Respondent’s matter.

121. Mr. Schwab provided testimony to the ISC asserting that Respondent was aware Mr. Schwab was making expenditures on behalf of Respondent’s campaign using his personal funds, and that Respondent instructed Mr. Schwab to seek reimbursements through Chartwell or his credit card company in order to conceal the fact that Mr. Schwab was responsible for the underlying expenditure. Mr. Schwab also testified that Compliance Firm 1, the campaign compliance firm, was aware that he was billing some expense reimbursements to the campaign as consulting fees.

122. Respondent knew or should have known that Mr. Schwab made substantial non-travel expenditures on behalf of the campaign. This practice began at least as early as May 2010, while Mrs. Schweikert was managing Respondent’s campaign finances; one staffer testified that he raised concerns with him no later than early 2017 about reimbursements Mr. Schwab was receiving from the campaign. Respondent sent invoices to Mr. Schwab for payment on occasion. The ISC did not obtain written records, including the invoices, that show that Respondent knew that Mr. Schwab was paying for campaign expenses with his own funds and then seeking personal reimbursement.

123. Respondent testified that he was aware that Mr. Schwab made purchases on behalf of the campaign but did not know Mr. Schwab paid for campaign expenses using his personal funds. He later said that Mr. Schwab “could have” told him “I’ll turn my reimbursement in later.”
Respondent further testified that he did not manage the purchases and reimbursements for the campaign because he relied on the campaign’s professional compliance firm and campaign personnel for that. The ISC did not obtain written communications about these reimbursements that included Respondent, or other documents specifically showing whether Respondent requested or was otherwise aware of the specifics of Mr. Schwab’s reimbursement practices. Respondent asserts that he was also unaware that Mr. Schwab falsified multiple invoices to Respondent’s campaign committee. According to Mr. Schwab, these invoices were for expenses Mr. Schwab or others incurred on behalf of Respondent’s campaign and/or Respondent’s personal behalf.

124. Mr. Schwab testified that Respondent instructed him to hold debt he incurred on behalf of the campaign so that the campaign committee could post larger FEC figures, but Respondent denied ever doing so. The ISC did not obtain documentary evidence showing that Respondent instructed Mr. Schwab to hold debt in this manner.

125. In some instances, Mr. Schwab waited to seek reimbursements for advances he made until after the close of the reporting period in which the payments he made occurred.

126. For example, on March 14, 2016, Mr. Schwab advanced more than $5,000 on his personal credit card for a campaign fundraising mailer and postage. On April 20, 2016, he emailed the campaign treasurer:

    I know this may bring us close to the bottom, but can you cut a check for Chartwell per below? I’ve attached receipts. This gets me updated on what I’ve got outstanding on my card. We have some events back home and some pieces in the works that will grow the account back up so not to worry as per my accounting this gets us close to the bottom of the dregs. Any chance I could pick up Monday? By then the checks I sent should also have arrived.

    Though the reimbursement was disclosed, the specific March 14, 2016, payment to an outside vendor that Mr. Schwab had paid for was never disclosed and Mr. Schwab’s advance was never disclosed as a debt by the campaign committee. Respondent was not included in the email exchange.

127. On at least one occasion, Mr. Schwab waited two reporting periods to seek reimbursement for outlays he made on behalf of the campaign using his personal credit card. Those reimbursements, along with other reimbursements for over $10,000 of expenses paid for by Mr. Schwab over a more than 3-month period, were disclosed consistent with FEC rules as part of a single payment to “Chase Bank”; the disclosures did not reflect the true date of the payments or that they had been advanced by Mr. Schwab.

128. In other instances, Mr. Schwab waited to submit his reimbursement requests so that Respondent and Mrs. Schweikert could receive loan repayments from the campaign. For
example, on June 18, 2015, Mr. Schwab e-mailed Compliance Firm 1 and stated, “Let’s proceed first of the month with the $15,000 transfer to the Schweikert’s. I’ve got 2 big mail pieces in the works right now. I put $7,000 on my card to get these out which I’ll hold for reimbursement well down the road.” Respondent was not included in the email exchange.

ii. Other Outlays by Staff

129. Mr. Schwab was not the only congressional staffer who made non-travel related outlays that were reimbursed by the campaign. Respondent acknowledged that in August and September 2017, three other congressional staffers made smaller outlays totaling $491.12 for campaign-related expenditures that were subsequently reimbursed.

130. As part of the remedial process that Respondent engaged in through the self-disclosed review with the Committee and a subsequent FEC sua sponte submission, Respondent sought to “undo” the outlays by having staff repay the amount directly to the campaign and then be refunded by Respondent. Respondent informed the Committee of the steps his campaign committee was taking by meeting with Committee staff in early April 2018 and, later that same month, submitting to the Committee the contents of its anticipated FEC sua sponte.

4. Personal Use of Campaign Funds and Acceptance of Gifts

131. From 2011 to 2018, at least four members of Respondent’s congressional staff made payments for items and services incurred on Respondent’s personal behalf.

132. Although Respondent ultimately reimbursed some of the personal expenses (often by providing some petty cash to staff), there were occasions where Respondent did not personally reimburse the expense.

133. At least $1,476.90 of these personal expenses incurred on Respondent’s behalf were reimbursed by Respondent’s campaign committee. These expenditures were for, among other things, food and babysitting expenses.

134. Mr. Schwab testified that he bought food for Respondent on a frequent basis on his own initiative when Respondent was in Washington, D.C. and paid for flight upgrades for Respondent when he was traveling with his daughter.

135. Three other congressional staffers also paid for Respondent’s personal expenses on occasion, ranging from hundreds of dollars in babysitting services, to food that was kept in the Congressional office and consumed by Respondent for everyday meals, to some instances where staff were reimbursed in cash by Respondent, and in other instances they sought Mr. Schwab’s assistance in getting reimbursed and were ultimately paid with campaign funds.

136. Mr. Schwab testified that he advanced personal travel expenses, including using his frequent flyer miles, for Respondent and his family on multiple occasions; documentary evidence demonstrates that on at least one occasion, he sought reimbursement from Respondent’s leadership PAC; in others he folded the expenses into unspecified consulting fees. Respondent
denied knowing that Mr. Schwab paid for such travel expenses and maintained there was no
documentary evidence establishing that he was aware that any travel payments were paid by
Mr. Schwab personally prior to reimbursement.

137. Mr. Schwab testified that Respondent initially made attempts to partially repay Mr. Schwab for
the expenses he had incurred on his behalf, but as the numbers accrued, he instructed Mr.
Schwab to “be creative” and bill the campaign for the expenses. The ISC did not obtain
documentary evidence of Respondent requesting Mr. Schwab to bill the campaign in this
manner.

138. Mr. Schwab sent Respondent’s campaign false invoices or instructed the campaign’s treasurers
to make disbursements for campaign services. Mr. Schwab testified that he sought
approximately $5,000 worth of reimbursements for personal expenses he incurred on behalf of
Respondent in this manner.

139. Respondent denies knowing that the Mr. Schwab falsified invoices or that he sought campaign
reimbursements for any of his own personal expenses.

140. Respondent also generally denied that his staff ever performed or paid for personal services on
his behalf, stating: “I’m not like so many of these Members, go get my dry cleaning, go take my
dog for a walk, go watch my daughter, go buy me something. I’ve just never done any of those
things.” However, when specifically asked whether he may have asked staff to purchase food,
he testified that “it’s probably happened,” but there was petty cash in the office for any purchases
by staffers and if purchases were made they should have been made with the available petty
cash. When asked whether staff ever paid for babysitting service for his daughter, Respondent
denied that staff ever paid for babysitting services, and insisted he paid and found babysitters
himself. Respondent conceded that, there was one occasion when he had to step out of his office
when his daughter was there, but stated that no one on his staff watched her.

141. However, at least one member of his staff testified that she volunteered to use her contacts to
find babysitters for Respondent and spent about ten minutes to do so on three occasions. Though
not requested by Respondent, that staffer also fronted $800 out of her own pocket for babysitting
services on his behalf because Respondent was not present when the babysitters had to leave.
She testified that “I just wanted to pay them immediately and make sure they were taken care
of.” She was reimbursed for those expenses with campaign funds. Respondent also asked this
staff member to watch his daughter, within the congressional office, at times that he had to leave
and vote.

c. Misuse of Official Resources

142. Between approximately January 2011 and November 2017, Respondent’s official resources—
including official funds, staff time, and congressional office space—were improperly used for
unofficial purposes.

143. Respondent’s Members’ Representational Allowance (MRA) was used for impermissible
purposes, including to fund portions of non-official travel by Mr. Schwab, and to support Respondent’s political fundraising efforts.

During that time, Respondent exercised little to no oversight over spending in his congressional office.

Mr. Schwab and, in a few limited instances, other members of Respondent’s congressional staff performed campaign work within his congressional offices and used congressional resources, including staff time and office equipment, in support of Respondent’s campaign.

1. MRA-Funded Mixed-Purpose Trip to Arizona

Respondent’s MRA paid approximately $6,000 for a six-day trip Mr. Schwab took to Phoenix, Arizona from Wednesday, January 28, 2015, through Monday, February 2, 2015 (Phoenix trip), including 5 nights of lodging totaling $4,027.07.

Hotel and other travel-related costs were higher than normal on those dates because Phoenix was hosting the Super Bowl as well as the Phoenix Open golf event that same weekend.

Mr. Schwab’s trip to Arizona included some officially-connected work, including management of personnel issues in the district office. Mr. Schwab also asserted that an industry event and a dinner he attended over the weekend while in the district was related to his official duties. However, the primary purpose of Mr. Schwab’s travel on the two weekend days—including the day of the Super Bowl—was not officially-connected.

On Friday, January 30, 2015, Respondent co-hosted a political fundraiser with the Majority Leader.

Mr. Schwab traveled to the district despite the inflated travel costs, informing the office financial administrator that he did so because it was a “priority” for Respondent that Mr. Schwab be present as they “host events with the House Majority Leader, [and] other visiting Members.” Prior to the travel, Mr. Schwab gave a heads up about the costs to the office’s financial administrator, who testified that he gave three or four reasons for the travel including personnel issues in the district office and that she was not concerned at the time about the travel.

Mr. Schwab admitted to performing the following non-official activities during his Phoenix Trip: having meals with his mother, brother, and wife, who were also visiting Phoenix at the same time; attending the fundraiser at the Phoenix Open; and attending a theater production with his wife. Mr. Schwab’s credit card records for the same period also showed that he engaged in retail shopping during the day on Friday, January 30, 2015.

Even though Respondent and Mr. Schwab engaged in political activities during the Phoenix Trip, Respondent’s campaign and political committees reported making no disbursements or
reimbursements related to the Phoenix Trip.

153. Respondent testified that he did not exercise any oversight over Mr. Schwab’s travel expenditures, and that he did not know the primary purpose of Mr. Schwab’s travel to Phoenix during this time, even though Mr. Schwab attended an event at the Phoenix Open with Respondent.

154. On or about June 13, 2018, Mr. Schwab sent a check for $5,068 to the U.S. Treasury for expenses associated with the Phoenix Trip as “repayment for travel/out of abundance of caution.”

2. Official Resources Used in Support of Respondent’s Campaign

155. Between 2011 and 2018, Mr. Schwab performed substantial campaign work in Respondent’s congressional office. In addition to the building space, Mr. Schwab also made use of other congressional office resources for campaign work, including the printer, his House email account, and storage space.

156. At least four other members of Respondent’s congressional staff performed campaign work within the congressional office.

157. On at least some occasions, Respondent knew or should have known that Mr. Schwab and others performed campaign work in the office. For example, Respondent met with his pollster in his congressional office on February 11, 2015.

158. Mr. Schwab testified that he and Respondent had campaign communications within the congressional office on a frequent basis. Mr. Schwab testified that these discussions took place within the congressional office because Respondent slept in his Washington, D.C. office and that was the most convenient place for them to meet.

159. Respondent denied knowing that members of his staff, including Mr. Schwab, performed campaign work within his congressional office and using official resources and said that he observed Mr. Schwab leave the office on many occasions to take phone calls that were campaign-related and he believed that Mr. Schwab left the office when he was engaging in any political work. Several other staffers testified that they similarly observed Mr. Schwab leave the office to take campaign calls, including one staff member who recalled Mr. Schwab leaving the congressional office to perform campaign work at Representative Schweikert’s direction.

160. One staffer testified that “it would take willful ignorance and negligence” for Respondent not to have known that Mr. Schwab was engaging in campaign work in the congressional office. Other staffers interviewed, however, indicated that they were unaware whether such activities took place or whether Respondent was aware of any such activities.

161. On October 3, 2018, Respondent informed the Committee that:
[h]e has already taken, or is in the process of taking, remedial measures to ensure that his Office is fully compliant with all applicable laws. For one the Congressman has put in place a strict firewall between congressional staffers and the campaign by instituting a policy that severely restricts congressional employees from otherwise permissible campaign-related work for his campaign.

162. Respondent’s new chief of staff is not subject to this policy, however. She is more involved in Respondent’s campaign than she was before becoming his chief of staff in July 2018. She staffs campaign events with Respondent, approves certain campaign expenses, and engages in campaign-related work during off-hours, outside of the congressional office.

3. Compelled Campaign Work by Staff

163. Most of the current and former staffers in Respondent’s congressional office testified that they had no involvement with Respondent’s campaign, that they felt no pressure to assist with the campaign, or, in the few cases where there was any involvement with the campaign, that their involvement with the campaign was entirely voluntary. However, when asked if he felt there was an expectation to assist Respondent’s campaign when requests for such assistance came from Mr. Schwab, one staffer testified that he believed that if they did not comply with his requests, Mr. Schwab would question them about their lack of participation; another staffer testified that if Mr. Schwab asked if he was willing to complete a campaign-related task he “would have had a choice” but that he thought “there could potentially be blowback as a staffer” responding to a request from a chief of staff.

164. Mr. Schwab testified that Respondent routinely pressured him to perform campaign work, particularly campaign fundraising.

165. Mr. Schwab testified that Respondent expected him to prioritize campaign work over official work by instructing him to leave the congressional office and fundraise on his behalf, and on one occasion asked Mr. Schwab why he was still within the congressional office when he expected him to be fundraising. Respondent denied this, testifying that he did not have to make such requests because it was in Mr. Schwab’s nature to fundraise and work all of the time.

166. By the fall of 2016, Respondent identified a primary goal of raising $1,000,000 for his political war chest.

167. Mr. Schwab testified that “the constant pressure to perform and raise funds requires that an effective chief maximize the resources available to him or her,” and explained that “if an official staffer had been negatively impacting the campaign’s ability to reach out to industry” because he or she was not effectively serving constituents in an official capacity, he probably would have made that known to the staffer. He also testified, however, that no other staffers made fundraising calls or were expected or pressured to fundraise.
168 Mr. Schwab testified he had an expectation that other members of the congressional staff, whom he supervised, would assist Respondent’s campaign by reviewing campaign content to make sure it was legislatively consistent and by copy editing campaign materials.

169 On October 20, 2016, Mr. Schwab advised Respondent, in connection with an email regarding an performance meeting with another staff member who had work performance issues, “[i]f we are going to have an operation that can raise $1 million in the next Congress, I cannot be the only one at a staff level proactively engaging support.” In a separate October 21, 2016, email exchange with Mr. Schwab, Respondent raised the question of whether another congressional staffer should be taken to a fundraising seminar; that same staffer told the ISC that Mr. Schwab advised him that if he wanted to keep his job, his salary would be cut by 40 percent and his performance would be judged entirely on fundraising. Respondent testified that he was unaware that Mr. Schwab made this statement, and the ISC did not obtain documents demonstrating that Representative Schweikert was aware of what Mr. Schwab told the staffer.

170 The other staff members interviewed testified that they were not expected to fundraise for the campaign.

II. ALLEGED VIOLATIONS

COUNT I: Conduct that Does Not Reflect Credibly on the House & Failure to Uphold the Laws and Regulations of the United States

Systemic Federal Election Campaign Act Reporting Violations

171 Paragraphs 1 through 170 are incorporated by reference as if fully set forth herein.

172 The Federal Election Campaign Act (FECA) requires campaign committees to periodically disclose all receipts and disbursements in an election cycle. 52 U.S.C. § 30104.

173 According to the House Ethics Manual (Ethics Manual), “a Member or employee must take reasonable steps to ensure that any outside organization over which he or she exercises control – including the individual’s own authorized campaign committee or, for example, a ‘leadership PAC’ – operates in compliance with applicable law.”

174 The Ethics Manual further states:

While [FECA] and other statutes on campaign activity are not rules of the House, Members and employees must also bear in mind that the House Rules require that they conduct themselves ‘at all times in a manner that shall reflect creditably on the House’ (House Rule 23, clause 1). In addition, the Code of Ethics for Government Service, which applies to House Members and staff, provides in ¶ 2 that government officials should ‘[u]phold the Constitution, laws and legal regulations of the United States and of all governments therein and never be a party
139 to their evasion. Accordingly, in violating FECA or another provision of statutory law, a Member or employee may also violate these provisions of the House rules and standards of conduct. In addition, acceptance of an unlawful campaign contribution may violate the House gift rule (House Rule 25, clause 5).

175 From at least July 2010 through April 2018, Respondent’s campaign committees violated campaign reporting obligations under FECA and the FEC’s implementing regulations.

176 Respondent did not take reasonable steps to ensure his campaign committees were in compliance with campaign finance reporting requirements.

177 Respondent facilitated these reporting errors by: not informing his campaign treasurers or compliance professionals of prior errors and omissions, or providing them with access to certain campaign committee bank accounts; failing to take action to correct reports with false information after he became aware they had been made; providing false information to his campaign treasurer about forgiveness of a personal loan that was reported but not made; and neglecting his responsibilities to supervise his campaign’s activities, including spending outlays by an individual serving as both his campaign manager and congressional Chief of Staff.

178 Respondent’s conduct reflected poorly on the institution of the House and, thereby, brought discredit upon the House.

179 By engaging in the conduct described above Respondent violated House Rule XXIII, clause 1.

180 By engaging in the above conduct, Respondent failed to uphold the laws and regulations of the United States, including provisions of the FECA and the FEC’s implementing regulations, and was a party to their non-compliance, in violation of §2 of the Code of Ethics in Government Services.

**COUNT II: Conduct that Does Not Reflect Creditably on the House and Failure to Uphold the Laws and Regulations of the United States**

**Failure to Disclose Loan Obtained in Support of Campaign**

181 Paragraphs 1 through 28, 58 through 85, and 171 through 180, are incorporated by reference as if fully set forth herein.

182 According to 11 C.F.R. § 100.83(e), “[l]oans derived from an advance on a candidate’s brokerage account, credit card, home equity line of credit, or other line of credit available to the candidate shall be reported by the candidate’s principal campaign committee in accordance with 11 CFR part 104.”

183 11 C.F.R. § 104.3(d) provides: “[e]ach report filed under 11 CFR 104.1 shall, on Schedule C or D, as appropriate, disclose the amount and nature of outstanding debts and obligations owed by
or to the reporting committee” and the FEC’s Campaign Guide for Congressional Candidates and Committees (2014) states that “[d]ebts and obligations must be reported continuously until repaid.”

184 11 C.F.R. § 104.3(d)(4) provides:

[when a candidate obtains a bank loan or loan of money derived from an advance on the candidate’s brokerage account, credit card, home equity line of credit, or other line of credit described in 11 CFR 100.83 and 100.143 for use in connection with the candidate’s campaign, the candidate’s principal campaign committee shall disclose in the report covering the period when the loan was obtained, the following information on Schedule C-1 or C-P-1:

i. The date, amount, and interest rate of the loan, advance, or line of credit;
ii. The name and address of the lending institution; and
 iii. The types and value of collateral or other sources of repayment that secure the loan, advance, or line of credit, if any.

185 The FEC’s Campaign Guide for Congressional Candidates and Committees further provides that a new Schedule C-1 must also be filed with the next report if the terms of the loan or line of credit are restructured, citing 11 C.F.R. § 104.3(d)(1) and (3).

186 Between July 2010 and February 2015, Respondent’s campaign committee, David Schweikert for Congress, did not disclose to the FEC that he obtained a line of credit in support of his campaign, the modifications to the line of credit, or the repayment of the line of credit.

187 Respondent knew that the line of credit was obtained for and used in support of his campaign. His spouse was the campaign treasurer for David Schweikert at the time the loan was obtained and used in support of the campaign. When Respondent’s spouse was replaced as treasurer for the campaign committee in 2013, the line of credit remained open but Respondent did not inform the new treasurer that he had obtained a line of credit in support of loans he made to the campaign.

188 Respondent asserts his committee’s counsel began discussions with the FEC regarding the second OCE Referral at least as early as October 2019 and that the FEC was aware OCE found substantial reason to believe he failed to disclose required information in his FEC candidate committee filings following the Committee’s publication of the two-page OCE Report on September 5, 2019. Respondent specifically advised the FEC of the existence of this line of credit in January 2020, more than a year after the failure to disclose it was highlighted by OCE and more than a year after the Committee advised Respondent that any inaccurate disclosures to the FEC should be promptly and accurately corrected.

189 By engaging in the above conduct, Respondent failed to uphold the laws and regulations of the United States, including provisions of the FECA and the FEC’s implementing regulations, and
was a party to their non-compliance, in violation of ¶ 2 of the Code of Ethics in Government Services.

190. By failing to report the line of credit while it was open, including between January 2011 and February 2015, and by failing to take prompt action to correct the reporting omission, Respondent did not act in a manner that reflects creditably on the House.

191. By engaging in the conduct described above, Respondent violated House Rule XXIII, clause 1.

COUNTS III and IV: Conduct that Does Not Reflect Credibly on the House and Failure to Uphold the Laws and Regulations of the United States
Disclosure of Loan That was Never Made to the FEC

192. Paragraphs 1 through 57, 88 through 106, and 171 through 180 are incorporated by reference as if fully set forth herein.

193. The FEC is an independent regulatory agency within the executive branch of the United States Government whose purpose is to enforce campaign laws in United States federal elections.

194. Respondent’s campaign committee falsely stated that he made a $100,000 personal loan to Schweikert for Congress on December 25, 2011, when no such loan had been made.

<table>
<thead>
<tr>
<th>Date</th>
<th>Record Transmitted to the FEC</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/31/12</td>
<td>Schweikert for Congress 2011 Year-End Report</td>
</tr>
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<td>4/15/12</td>
<td>Schweikert for Congress April 2012 Quarterly Report</td>
</tr>
<tr>
<td>7/15/12</td>
<td>Schweikert for Congress July 2012 Quarterly Report</td>
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<td>8/16/12</td>
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<td>9/6/12</td>
<td>Schweikert for Congress July 2012 Amended Quarterly Report</td>
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<tr>
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<td>Schweikert for Congress October 2012 Quarterly Report</td>
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<td>12/6/12</td>
<td>Schweikert for Congress Post-General 2012 Report</td>
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<tr>
<td>10/12/13</td>
<td>Memorandum from Respondent to Campaign Treasurer</td>
</tr>
<tr>
<td>10/11/13</td>
<td>Schweikert for Congress October 2013 Termination Report</td>
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</table>

195. Respondent did not inform his campaign treasurers that the December 25, 2011, $100,000 loan had not been made to his campaign.

196. By engaging in the above conduct, Respondent failed to uphold the laws and regulations of the United States, including provisions of the FECA and the FEC’s implementing regulations, and was a party to their non-compliance, in violation of ¶ 2 of the Code of Ethics in Government Services.
197. By falsely disclosing the December 25, 2011, loan and forgiveness of that loan, Respondent acted in a manner that did not reflect creditably on the House and violated House Rule XXIII, clause 1.

198. On FEC reports filed on October 25, 2012 (12-Day Pre-Election Report for the General Election), December 6, 2012 (30-Day Post Election Report for the General Election), January 20, 2013 (Amended 30-Day Post Election Report for the General Election), Schweikert for Congress falsely disclosed five disbursements to Blue Point LLC that did not actually occur:

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<tr>
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<td>$22,580</td>
</tr>
<tr>
<td>11/2/12</td>
<td>$23,000</td>
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</table>

199. By making disclosures, through his campaign committee, of the false October 2012 and November 2012 disbursements from Schweikert to Congress in the aggregate amount of $100,000, Respondent violated 52 U.S.C. § 30104.

200. By engaging in the above conduct, Respondent failed to uphold the laws and regulations of the United States, including provisions of the FECA and the FEC’s implementing regulations, and was a party to their non-compliance, in violation of ¶ 2 of the Code of Ethics in Government Services.

201. By falsely disclosing, through his campaign committee, $100,000 in disbursements in 2012, Respondent acted in a manner that did not reflect creditably on the House and violated House Rule XXIII, clause 1.

COUNT V: Conduct that Does Not Reflect Creditably on the House and Failure to Uphold the Laws and Regulations of the United States

False Reports filed with the FEC

202. Paragraphs 1 through 57, 88 through 106, 171 through 180, and 192 through 201, are incorporated by reference as if fully set forth herein.

203. Respondent was advised by his campaign staffers in late 2012 that Mrs. Schweikert improperly reported making payments to Blue Point LLC, but he did not take reasonable steps to correct the false reporting.

204. Respondent was aware that his December 25, 2011, $100,000 loan had not been made to his campaign. Respondent did not take reasonable steps to correct the false reporting of the loan.
205. By engaging in the above conduct, Respondent further acted in a manner that does not reflect creditably on the House and violated House Rule XXIII, clause 1.

COUNT VI: Conduct that Does Not Reflect Creditably on the House and Failure to Uphold the Laws and Regulations of the United States Additional Reporting Errors and Omissions Relating to Disbursements

206. Paragraphs 1 through 28, 88 through 87, and 171 through 180, are incorporated by reference as if fully set forth herein.

207. Between 2010 and 2013, David Schweikert for Congress bank records contain at least $8,000 in disbursements and $140,000 in receipts that are not reflected in any of the David Schweikert for Congress disclosures made to the FEC.

208. Schweikert for Congress did not disclose making a $19,708.10 disbursement on February 28, 2013, even though bank statements for that time period showed a check payment for that amount. Respondent asserted that he was unable to verify that the disbursement was a bona fide campaign expenditure because bank records were no longer available due to the age of the activity.

209. The Schweikert for Congress Chase Bank account also reflects a series of ATM & debit card payments in January totaling $1,658.41 from debit cards issued to Representative Schweikert and Mrs. Schweikert, as well as $3,397 in deposits in January 2013 and $24,108.18 in deposits in February 2013. None of these deposits or withdrawals were disclosed to the FEC by Schweikert for Congress.

210. Respondent was advised no later than September 5, 2018, that his campaign committees did not properly report disbursements and contributions between at least 2010 and 2013, but he did not take any action to correct the reporting errors.

211. By engaging in the above conduct, Respondent failed to uphold the laws and regulations of the United States, including provisions of the FECA and the FEC’s implementing regulations, and was a party to their non-compliance, in violation of ¶ 2 of the Code of Ethics in Government Services.

212. Respondent’s failure to properly disclose or fully verify over $25,000 in disbursements from his campaign committees from 2011 to 2013 did not reflect creditably on the House and violated House Rule XXIII, clause 1.

COUNT VII: Conduct that Does Not Reflect Creditably on the House and Failure to Uphold the Laws and Regulations of the United States Acceptance of Campaign Contributions from Congressional Staff

27
213. Paragraphs 1 through 28, 107 through 130, and 171 through 180 are incorporated by reference as if fully set forth herein.

214. Under 18 U.S.C. § 603(a): “It shall be unlawful for an officer or employee of the United States or any department or agency thereof, or a person receiving any salary or compensation for services from money derived from the Treasury of the United States, to make any contribution within the meaning of section 301(8) of the Federal Election Campaign Act of 1971 to any other such officer, employee or person or to any Senator or Representative in, or Delegate or Resident Commissioner to, the Congress, if the person receiving such contribution is the employer or employing authority of the person making the contribution.”

215. Pursuant to 11 C.F.R. § 116.5(b), outlays made on behalf of a campaign are deemed to be “contributions” to the campaign from that individual, even if the outlay is promptly reimbursed by the campaign. Outlays for one’s own travel are not deemed a “contribution” if either (i) the campaign provides reimbursement with 60 days after the expenses are incurred if the payment was made by credit card, or within 30 days in all other cases (11 C.F.R. § 116.5(b)(1), (2)), or (2) the individual outlays for transportation do not exceed $1,000 with respect to a single election, regardless of whether the campaign reimburses the outlays (11 C.F.R. § 100.79(a)).

216. Members “must take reasonable steps to ensure that any outside organization over which he or she exercises control – including the individual’s own authorized campaign committee – operates in compliance with applicable law.” Ethics Manual.

217. Respondent’s campaign committees received contributions in the form of outlays from members of his staff from January 2011 until July 2018 totaling over $270,000.

218. Respondent’s Chief of Staff, Mr. Schwab, made substantial purchases on behalf of Respondent’s campaign. Respondent knew or should have known that Mr. Schwab did so.

219. Mr. Schwab billed Respondent’s campaign for purchases he made on behalf of the campaign through means that obscured the fact that Mr. Schwab was responsible for the underlying expenditure.

220. Mr. Schwab held campaign reimbursement requests concealing accurate campaign figures and the true amount and frequency with which Mr. Schwab made expenditures on behalf of Respondent’s campaign.

221. By engaging in the above conduct, Respondent failed to uphold the laws and regulations of the United States, including provisions of the FECA and the FEC’s implementing regulations, and was a party to their non-compliance, in violation of § 2 of the Code of Ethics in Government Service.

222. By engaging in the conduct described above, particularly in failing to adequately supervise his staff, Respondent violated House Rule XXIII, clause 1.
COUNT VIII: Conduct that Did Not Reflect Creditably on the House, Conversion of Campaign Funds to Personal Use, and Failure to Uphold the Laws and Regulations of the United States

Reimbursement of Personal Expenses Using Campaign Funds

223. Paragraphs 1 through 28, 131 through 141, and 171 through 180 are incorporated by reference as if fully set forth herein.

224. House Rule XXIII, clause 6 provides a Member —

(a) shall keep the campaign funds of such individual separate from the personal funds of such individual; 
(b) may not convert campaign funds to personal use in excess of an amount representing reimbursement for legitimate and verifiable campaign expenditures; and
(c) except as provided in clause (b) of rule XXIV, may not expend funds from a campaign account of such individual that are not attributable to bona fide campaign or political purposes.

225. FECA provides that a contribution to a federal candidate may not be converted by any person to personal use. 52 U.S.C. § 30114(b)(1). A contribution shall be considered to be converted to personal use if it is used to fulfill any commitment, obligation, or expense of a person that would exist irrespective of the candidate’s election campaign. Id. at § 30114(b)(2).

226. Between June 2017 and October 2017, Respondent’s principal campaign committee, Friends of David Schweikert, reimbursed members of Respondent’s congressional staff at least $1,476.90 for personal expenses that did not have a bona fide campaign purpose.

227. By engaging in the above conduct, Respondent failed to uphold the laws and regulations of the United States, including provisions of the FECA and the FEC’s implementing regulations, and was a party to their non-compliance, in violation of ¶ 2 of the Code of Ethics in Government Service.

228. By converting campaign funds to personal use, Respondent violated House Rule XXIII, clause 6(c).

229. The conversion of campaign funds to personal use is also a violation of FECA. Accordingly, in converting campaign funds to personal use, Respondent violated House Rule XXIII, clause 1.

COUNT IX: Conduct that Did Not Reflect Creditably on the House & Violation of Purpose Law

Systematic Misuse of the MRA for Unofficial Purposes

230. Paragraphs 1 through 2 and 142 through 170 are incorporated by reference as if fully set forth
herein.

231. House Rule XXIII, clause 1 states that a Member “shall behave at all times in manner that shall reflect creditably on the House.”

232. The “Purpose Law,” 31 U.S.C. § 1301(a), states that “[a]ppropriations shall be applied only to the objects for which the appropriations were made except as otherwise provided by law.”

233. 2 U.S.C. § 5341(a) states that “[t]here is established for the House of Representatives a single allowance, to be known as the ‘Members’ Representational Allowance’, which shall be available to support the conduct of the official and representational duties of a Member of the House of Representatives with respect to the district from which the Member is elected.”

234. According to the Members’ Congressional Handbook (Members’ Handbook) at 2:

1. The MRA may only be used for official and representational expenses . . .
2. The MRA may not be used to pay for any expenses related to activities or events that are primarily social in nature (including but not limited to: sporting events, theme park activities, concerts, personal events, etc.).
3. The MRA may not pay for personal expenses.
4. The MRA may not pay for campaign expenses.

235. The Ethics Manual states:

[a]mong the specific activities that clearly may not be undertaken in a congressional office or using House resources (including official staff time) are the solicitation of contributions; the drafting of campaign speeches, statements, press releases or literature; the completion of FEC reports; the creation of issuance of a campaign mailing; and the holding of a meeting on campaign business.

236. With respect to mixed-purpose trips, the Ethics Manual states:

the Member, officer, or employee must determine the primary purpose of the trip. The source associated with that primary purpose – for example, a political committee for campaign or political activity, the federal government for official business, or the traveler’s own funds for personal business – must pay for the airfare (or other long-distance transportation expense), and all other travel expenses incurred in accomplishing that purpose. Any additional meal, lodging, or other travel expenses that the Member or staff person incurs in serving a secondary purpose must be paid by the source associated with that secondary purpose. The determination of the primary purpose of a trip must be made in a reasonable manner, and one relevant factor in making that determination is the number of days to be devoted to each purpose.
That is, often the primary purpose of a trip is the one to which the greater or greatest number of days is devoted.

237. Respondent’s MRA funds were used for mixed-purpose travel, his congressional employees’ official staff time was used for campaign activities, and his congressional office space and equipment was used for campaign activities.

238. By engaging in the above conduct, particularly, by failing to adequately supervise his staff, Respondent failed to uphold the laws and regulations of the United States, including 31 U.S.C. § 1301 and other standards of conduct, including the implementing policies contained in the Members’ Handbook, and was a party to their non-compliance, in violation of ¶ 2 of the Code of Ethics in Government Service.

239. Respondent’s actions and accumulations of actions reflected poorly on the institution of the House and, thereby, brought discredit upon the House.

240. By engaging in the conduct described above, particularly by failing to adequately supervise his staff, Respondent violated House Rule XXIII, clause 1.

COUNT X: Conduct that Does Not Reflect Credibly on the House
Violation of Prohibition on Compulsory Campaign Work

241. Paragraphs 1 through 2 and 142 through 170 are incorporated by reference as if fully set forth herein.

242. House Rule XXIII, clause 1 states that a Member “shall behave at all times in manner that shall reflect creditably on the House.”

243. Pursuant to the Ethics Manual:

Once House employees have completed their official duties, they are free to engage in campaign activities on their own time, as volunteers or for pay, as long as they do not do so in congressional offices or facilities, or otherwise use official resources . . . It should be stressed that although House employees are free to engage in campaign activities on their own time, in no event may a Member or office compel a House employee to do campaign work. To do so would result in an impermissible official subsidy of the Member’s campaign. The prohibition against coercing staff or requiring staff members to do campaign work is quite broad. It forbids Members and senior staff from not only threatening or attempting to intimidate employees regarding doing campaign work, but also from directing or otherwise pressuring them to do such work.
244. Respondent’s Chief of Staff, Mr. Schwab, testified that between January 2011 and June 2012, and May 2013 and July 2018, he felt routinely pressured by Respondent to prioritize campaign work and raise a substantial sum of money on behalf of the campaign.

245. As a result of “the constant pressure to perform and raise funds,” Mr. Schwab felt like he had to “maximize the resources” available to him. Mr. Schwab testified he had an expectation that other members of the congressional staff, whom he supervised, would assist Respondent’s campaign by reviewing campaign content to make sure it was legislatively consistent and by copy editing campaign materials.

246. Respondent’s actions and accumulations of actions reflected poorly on the institution of the House and, thereby, brought discredit upon the House.

247. By engaging in the conduct described above, particularly by failing to adequately supervise his staff, Respondent violated House Rule XXIII, clause 1.

COUNTo XI: Conduct that Does Not Reflect Creditably on the House and Failure to Uphold the Laws and Regulations of the United States

Lack of Candor and Diligence in Ethics Investigation

248. Paragraphs 1 through 170 are incorporated by reference as if fully set forth herein.

249. The ISC recognizes that Respondent has taken a number of steps to cooperate with the Committee. Respondent made himself available for an interview, made multiple submissions of written answers, and produced 16,903 pages of documents. In order to produce all relevant information, Respondent engaged a team of attorneys to gather and review hundreds of thousands of pages, including emails, electronic data, and text messages from the computers and phones of over three dozen current and former staffers. Respondent provided his counsel access to his own personal cell phone so that all of his communications, including text messages could be copied and reviewed. Respondent also encouraged witnesses to cooperate and offered to pay costs (and has paid costs) for staffers to engage attorneys of their own choosing. In November 2017, before the referral of this matter from OCE, Respondent first contacted the Committee, through counsel, to begin a self-initiated review of the allegations raised in OCE’s first referral. Respondent spoke by phone with the Committee’s Chief Counsel & Staff Director in January 2018 to discuss the referral and worked to take corrective action and put remedial measures in place. Respondent informed Committee staff of the steps his committee was taking by meeting with them in early April 2018 and submitting the contents of its anticipated FEC sua sponte to the Committee later that same month. Respondent also subsequently filed the sua sponte submission with the FEC regarding allegations in OCE’s First Referral, worked with the FEC staff on the sua sponte, and has taken a number of additional remedial steps in an effort to ensure that his campaign and congressional office adhere to applicable laws and regulations in the future.

250. However, the ISC believes that Respondent did not treat the allegations of misconduct raised by OCE’s Referral with sufficient seriousness. His delays in responding to requests for information by the ISC, as well as his delays in informing the FEC of inaccurate reporting,
were inconsistent with the level of diligence Members should exercise when faced with allegations of unethical conduct.

251. In his interview and written submissions to the FEC, Respondent’s responses have at times lacked credibility or coherence.

252. For example, Respondent denied that members of his congressional staff ever babysat his child in the office, paid for babysitters on his behalf, took his clothes to be dry cleaned, or were stuck with a bill for a staff dinner after Respondent left the restaurant without paying. The ISC’s record demonstrates that, contrary to Respondent’s testimony, this conduct did occur. Despite evidence to the contrary, Respondent also denied that he ever pressured Mr. Schwab to fundraise on his behalf and to prioritize campaign work over congressional work, stating that he didn’t have to do so because Mr. Schwab was self-motivated. In addition, Respondent was ill-prepared to address many of the FEC reporting violations raised by OCE.

253. The conduct of Respondent and those acting on his behalf led to repeated delays of the ISC’s investigation of the allegations involving him.

254. Respondent made some efforts to cooperate with the ISC’s investigation and the ISC did not find that he actively intended to lie or mislead the ISC or obstruct its investigation. However, his overall lack of candor and diligence in connection with the investigations of the Committee and ISC as a whole does not reflect creditably on the House.

255. By engaging in the conduct described above, Respondent violated House Rule XXIII, clause 1.
APPENDIX B
OFFICE OF CONGRESSIONAL ETHICS
UNITED STATES HOUSE OF REPRESENTATIVES

REPORT
Review No. 17-4790

The Board of the Office of Congressional Ethics (hereafter “the Board”), by a vote of no less than four members, on April 5, 2018, adopted the following report and ordered it to be transmitted to the Committee on Ethics of the United States House of Representatives (hereafter “the Committee”).

SUBJECT: Representative David Schweikert

NATURE OF THE ALLEGED VIOLATION: Rep. David Schweikert may have authorized expenditures from his Members’ Representational Allowance (“MRA”), made by or on behalf of his Chief of Staff Oliver Schwab, that were not for permissable official expenses. If Rep. Schweikert authorized impermissable MRA expenditures, then he may have violated House rules, standards of conduct, and federal law.

Rep. Schweikert’s campaign committees may have accepted contributions from an individual who was employed in Rep. Schweikert’s congressional office, in the form of individual outlays that later were reimbursed by the campaign committees. If Rep. Schweikert failed to ensure that his campaign committee complied with applicable rules regarding contributions from congressional employees, then he may have violated House rules, standards of conduct, and federal law.

RECOMMENDATION: The Board recommends that the Committee further review the above allegations concerning Rep. Schweikert because there is substantial reason to believe that Rep. Schweikert authorized expenditures from his MRA, made by or on behalf of his Chief of Staff Oliver Schwab, that were not for permissable official expenses.

The Board recommends that the Committee further review the above allegations concerning Rep. Schweikert because there is substantial reason to believe that Rep. Schweikert failed to ensure that his campaign committee complied with applicable rules regarding contributions from congressional employees.

VOTES IN THE AFFIRMATIVE: 6
VOTES IN THE NEGATIVE: 0
ABSTENTIONS: 0

MEMBER OF THE BOARD OR STAFF DESIGNATED TO PRESENT THIS REPORT TO THE COMMITTEE ON ETHICS: Omar S. Ashmawy, Staff Director & Chief Counsel
FINDINGS OF FACT AND CITATIONS TO LAW

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OFFICE OF CONGRESSIONAL ETHICS
UNITED STATES HOUSE OF REPRESENTATIVES

FINDINGS OF FACT AND CITATIONS TO LAW

Review No. 17-4790

On April 5, 2018, the Board of the Office of Congressional Ethics (hereafter “the Board”) adopted the following findings of fact and accompanying citations to law, regulations, rules and standards of conduct (in italics). The Board notes that these findings do not constitute a determination of whether or not a violation actually occurred.

1. INTRODUCTION

A. Summary of Allegations

1. Rep. David Schweikert may have authorized expenditures from his Members’ Representation Allowance (“MRA”), made by or on behalf of his Chief of Staff Oliver Schwab, that were not for permissible official expenses. If Rep. Schweikert authorized impermissible MRA expenditures, then he may have violated House rules, standards of conduct, and federal law.

2. The Board recommends that the Committee further review the above allegations concerning Rep. Schweikert because there is substantial reason to believe that Rep. Schweikert authorized expenditures from his MRA, made by or on behalf of his Chief of Staff Oliver Schwab, that were not for permissible official expenses.

3. Rep. Schweikert’s campaign committees may have accepted contributions from an individual who was employed in Rep. Schweikert’s congressional office, in the form of individual outlays that later were reimbursed by the campaign committees. If Rep. Schweikert failed to ensure that his campaign committee complied with applicable rules regarding contributions from congressional employees, then he may have violated House rules, standards of conduct, and federal law.

4. The Board recommends that the Committee further review the above allegations concerning Rep. Schweikert because there is substantial reason to believe that Rep. Schweikert failed to ensure that his campaign committee complied with applicable rules regarding contributions from congressional employees.

B. Jurisdiction Statement

5. The allegations that were the subject of this review concern Rep. David Schweikert, a Member of the United States House of Representatives from the 6th District of Arizona. The Resolution the United States House of Representatives adopted creating the Office of Congressional Ethics (“OCE”) directs that, “[n]o review shall be undertaken… by the board
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The House adopted this Resolution on March 11, 2008. Because the conduct under review occurred after March 11, 2008, review by the Board is in accordance with the Resolution.

C. Procedural History

6. The OCE received a written request for preliminary review in this matter signed by at least two members of the Board on November 15, 2017. The preliminary review commenced on November 16, 2017.2

7. On November 27, 2017, the OCE notified Rep. Schweikert of the initiation of the preliminary review, provided him with a statement of the nature of the review, notified him of his right to be represented by counsel in this matter, and notified him that invoking his right to counsel would not be held negatively against him.3

8. At least three members of the Board voted to initiate a second-phase review in this matter on December 15, 2017. The second-phase review commenced on December 16, 2017.4 The second-phase review was scheduled to end on January 29, 2018.

9. On December 15, 2017, the OCE notified Rep. Schweikert of the initiation of the second-phase review in this matter, and again notified him of his right to be represented by counsel in this matter, and that invoking that right would not be held negatively against him.5

10. The Board voted to extend the second-phase review by an additional period of fourteen days on January 25, 2018. The additional period ended on February 12, 2018.

11. The Board voted to refer the matter to the Committee for further review and adopted these findings on April 5, 2018.

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1 H. Res 895 of the 110th Congress §1(e) (2008) (as amended) (hereafter “the Resolution”).
2 A preliminary review is “requested” in writing by members of the Board of the OCE. The request for a preliminary review is received by the OCE on a date certain. According to the Resolution, the timeframe for conducting a preliminary review is 30 days from the date of receipt of the Board’s request.
3 Letter from Omar S. Ashmawy, Chief Counsel and Staff Director, Office of Congressional Ethics, to Rep. Schweikert, November 27, 2017. The OCE initially communicated with Rep. Schweikert’s office on Thursday, November 16, 2017. It provided the office a letter noting that the Board had “taken an action concerning [Rep. Schweikert]” and asked for the opportunity to speak with Rep. Schweikert that week. The OCE followed up on this initial contact on Friday, November 17, 2017, Monday, November 20, 2017, and Tuesday, November 21, 2017. On Monday, November 27, 2017, immediately after the Thanksgiving holiday, the OCE called Rep. Schweikert’s office again to follow up on these prior communications. On Monday, November 27, 2017, the OCE was finally contacted by Rep. Schweikert’s counsel. Immediately after receiving a designation of counsel form, the OCE provided Rep. Schweikert’s counsel with the above-described notification.
4 According to the Resolution, the Board must vote (as opposed to make a written authorization) on whether to conduct a second-phase review in a matter before the expiration of the 30-day preliminary review. If the Board votes for a second-phase, the second-phase commences the day after the preliminary review ends.
12. The report and its findings in this matter were transmitted to the Committee on April 16, 2018.

D. Summary of Investigative Activity

13. The OCE requested documentary and testimonial information from the following sources:

(1) Rep. David Schweikert;
(2) Oliver Schwab;
(3) Keith A. Davis, former treasurer to various Rep. Schweikert-affiliated campaign and political action committees;
(4) Campaign Financial Services, current treasurer to various Rep. Schweikert-affiliated campaign and political action committees;
(5) Former Legislative Director and Deputy Chief of Staff (“Former Deputy Chief of Staff”);
(6) Former Financial Administrator;
(7) Former Legislative Assistant and Legislative Director (“Former Legislative Director”);
(8) Kevin Knight, Rep. Schweikert’s Deputy Chief of Staff;
(9) Katherina Dimenstein, Rep. Schweikert’s Legislative Director;
(10) Ashley Sylvester, Rep. Schweikert’s Officer Manager and Press Assistant;
(11) Ernestina Borquez-Smith, Rep. Schweikert’s Director of Constituent Services and Office Manager;
(12) Kelly Roberson, former Rep. Schweikert staff member;
(13) Thomas Leander, former Rep. Schweikert staff member;
(14) Ana Schwab, wife of Oliver Schwab;
(15) Jennifer Casey Schwab, mother of Oliver Schwab;
(16) Forrest Schwab, brother of Oliver Schwab;
(17) Hilton Worldwide Holdings, Inc.; and
11. **REP. SCHWEIKERT MAY HAVE AUTHORIZED MRA DISBURSEMENTS FOR IMPERMISSIBLE, UNOFFICIAL EXPENSES**

A. **Applicable Law, Rules, and Standards of Conduct**

15. **Federal Law**

2 U.S.C. § 3341(a) states that “[t]here is established for the House of Representatives a single allowance, to be known as the ‘Members’ Representational Allowance’, which shall be available to support the conduct of the official and representational duties of a Member of the House of Representatives with respect to the district from which the Member is elected.”

31 U.S.C. § 1301(a) states that, “[a]ppropriations shall be applied only to the objects for which the appropriations were made except as otherwise provided by law.”
16. **House Ethics Manual**

“During each session of Congress, each Member has a single MRA available to support the conduct of official and representational duties to the district from which elected. . . . The MRA may only be used for official and representational expenses. The MRA may not be used to pay for any expenses related to activities or events that are primarily social in nature, personal expenses, campaign or political expenses, or House committee expenses.”

“Federal law provides that official funds may be used only for the purposes for which they are appropriated. When funds are used other than for their intended purposes, the misspent funds may be recovered by the government for repayment to the United States Treasury. . . . Committee on House Administration regulations require Members to certify and document all expenses before funds may be disbursed from the MRA. The use of money received by submitting such a voucher for other than official expenses may involve a fraud against the government, in violation of 18 U.S.C. § 1001 (prohibiting making any false, fictitious, or fraudulent statements or using false writings, documents, or entries, concerning any matter within the jurisdiction of any agency or department of the United States).”

With respect to mixed purpose trips, “the Member, officer, or employee must determine the primary purpose of the trip. The source associated with that primary purpose – for example, a political committee for campaign or political activity, the federal government for official business, or the traveler’s own funds for personal business – must pay for the airfare (or other long-distance transportation expense), and all other travel expenses incurred in accomplishing that purpose. Any additional meal, lodging, or other travel expenses that the Member or staff person incurs in serving a secondary purpose must be paid by the source associated with that secondary purpose. The determination of the primary purpose of a trip must be made in a reasonable manner, and one relevant factor in making that determination is the number of days to be devoted to each purpose. That is, often the primary purpose of a trip is the one to which the greater or greatest number of days is devoted.”

17. **The Committee on House Administration, Members’ Congressional Handbook**

According to the Members’ Congressional Handbook:

“1. The MRA may only be used for official and representational expenses.

4. The MRA may not be used to pay for any expenses related to activities or events that are primarily social in nature (including but not limited to: sporting events, theme park activities, concerts, personal events, etc.).

5. The MRA may not pay for personal expenses.

6. The MRA may not pay for campaign expenses.”

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9 Id. at 331-32.
10 Id. at 116.
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7. The MRA may not pay for campaign-related political party expenses.9

Disbursements from the MRA are paid on a reimbursement basis or by direct payment to vendors and require: . . . The Member’s signature, certifying that the expense was incurred in support of the Member’s official and representational duties to the district from which he or she is elected.10

“Mixed purpose trips typically involve travel that includes official, campaign and/or privately-sponsored activities. Often this travel is funded by a mix of official, campaign and or private funds. If the primary purpose is for a non-official event/purpose, the office cannot schedule official activities around the non-official event/purpose to make the travel eligible for congressional offices to be reimbursed. Mixed purpose trips may need to be approved by the Committee on Ethics.”11

The Members’ Congressional Handbook also identifies a travel category called “Combined Travel,” and explains: “Combined travel is travel by a Member or their employees for the primary purpose of supporting the official and representational duties of the Member, but includes an intervening destination or an additional time period that is included for personal purposes. Combined travel requires that:

1. The primary purpose of the travel must be official and representational. The personal segment of the combined travel may not be purchased at a government rate or be purchased with a Government Travel Card.
2. The traveler must attach the combined travel form to the voucher submitted for combined travel reimbursement, stating that the official travel and personal travel was combined for personal convenience. (Combined Travel form).
3. All travel must occur within the United States, its territories, or possessions.

In the event of a segment of personal travel, there is an absolute prohibition on reimbursement from official funds for the personal travel segment.”12

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9 Committee on House Administration, Members’ Congressional Handbook, 115th Congress (Feb. 27, 2018), at 2; see also Committee on House Administration, Members’ Congressional Handbook, 114th Congress (March 16, 2016), at 1-2 (containing the same guidance); Committee on House Administration, Members’ Congressional Handbook, 113th Congress (Dec. 16, 2011), at 1-2 (containing the same guidance).
10 Committee on House Administration, Members’ Congressional Handbook, 115th Congress (Feb. 27, 2018), at 43; see also Committee on House Administration, Members’ Congressional Handbook, 114th Congress (March 16, 2016), at 38 (containing the same guidance); Committee on House Administration, Members’ Congressional Handbook, 113th Congress (Dec. 16, 2011), at 32 (containing the same guidance).
11 Committee on House Administration, Members’ Congressional Handbook, 115th Congress (Feb. 27, 2018), at 37; see also Committee on House Administration, Members’ Congressional Handbook, 114th Congress (March 16, 2016), at 33 (containing the same guidance).
12 Committee on House Administration, Members’ Congressional Handbook, 115th Congress (Feb. 27, 2018), at 36-37; see also Committee on House Administration, Members’ Congressional Handbook, 114th Congress (March 16, 2016), at 32-33 (containing the same guidance); Committee on House Administration, Members’ Congressional Handbook, 113th Congress (Dec. 16, 2011), at 28.
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With respect to reimbursements for training and other educational expenses, the Members’ Congressional Handbook states the following: “Ordinary and necessary expenses for Members or employees to attend vendor-sponsored conferences, seminars, briefings, professional training, and informational programs related to the official and representational duties to the district from which he or she is elected are reimbursable. . . . Members or employees may not be reimbursed for expenses to attend educational programs in order to obtain a primary, secondary, graduate, postgraduate, or professional degree.”13

18. Committee Reports

As the Committee explained in In the Matter of Allegations Relating to Representative Luis V. Gutiérrez, “where Members have used official funds for impermissible purposes, the Committee has regularly directed them to repay any misspent funds. This requirement has most frequently arisen in circumstances where official funds were used for a Member’s personal benefit or to benefit their campaign. . . . However, the Committee has also made clear that a Member is responsible to repay MRA funds used for impermissible purposes, even where neither the Member nor the Member’s campaign benefitted from the use of official funds.”14 This is the case when a Member fails to properly supervise staff and the lack of appropriate oversight results in the misspent MRA funds.15

B. Rep. Schweikert May Have Authorized MRA Expenditures for Personal or Campaign-Related Expenses

19. The OCE examined MRA disbursement documents and data in order to determine whether Rep. Schweikert approved the disbursement of MRA funds to Oliver Schwab for any improper purposes. Specifically, the OCE examined whether Mr. Schwab improperly sought and received reimbursement for (1) expenses associated with a 2015 trip to Arizona, (2) office supply purchases, or (3) training programs, and whether Rep. Schweikert certified that any of these expenses were for official, representational duties when in fact they were not.

20. Despite extensive non-cooperation from numerous witnesses, the OCE found evidence that Mr. Schwab may have received reimbursements from Rep. Schweikert’s MRA for campaign or personal expenses associated with a trip to Arizona between January 28, 2015 and February 2, 2015.

13. Committee on House Administration, Members’ Congressional Handbook, 115th Congress (Feb. 27, 2018), at 16. “Informational programs are events in which interaction with participants relates to official business, including but not limited to discussions about the federal role of government in various issue areas, discussions involving how the Member may assist constituencies through action from the federal government or seek relief from the government in any manner, discussions of policy matters, etc. Information programs should not be primarily social in nature, including but not limited to awards events not related to official business, gala or balls that are primarily social, or other events in which official interaction is more incidental than the primary purpose.” Id. See also Committee on House Administration, Members’ Congressional Handbook, 114th Congress (March 16, 2016), at 14-15 (containing the same guidance).


15. Id. at 26, 31, 32.
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i. Overview of MRA Spending Practices in Rep. Schweikert’s Office

21. Rep. Schweikert, like all other Members of Congress, pays for official expenses with MRA funds. The Committee on House Administration requires Members to sign MRA disbursement requests in order to “certify[] that the expense was incurred in support of the Member’s official and representational duties to the district from which he or she is elected.”

22. Although Members must certify that all MRA disbursements are for official, representational purposes, former Rep. Schweikert staff members agreed that Rep. Schweikert had little or no involvement in approving MRA disbursement requests. Instead, Rep. Schweikert designated certain individuals as authorized signers who would sign MRA disbursement documentation on his behalf.

23. Former Deputy Chief of Staff, a Legislative Director and then Deputy Chief of Staff in Rep Schweikert’s office between 2012 and 2016, told the OCE that Rep. Schweikert was not involved in the MRA disbursement process and recalled frequently signing certifications for Rep. Schweikert. He also told the OCE that he instituted an informal policy, between December 2014 and November 2016 (when he was managing MRA disbursement requests), whereby at least two independent staff members would review and sign disbursement requests before they were submitted to the Office of Finance.

24. Former Financial Administrator, a financial administrator in Rep. Schweikert’s office between October 2014 and January 2017, believed that most reimbursement requests were signed on Rep. Schweikert’s behalf, by either Mr. Schwab or Former Deputy Chief of Staff, both of whom she understood to be authorized signers. Former Financial Administrator told the OCE that, despite her recommendations, Rep. Schweikert’s office did not have an employee manual that established policies and procedures regarding office and employee spending. When asked what sort of procedures were in place to ensure that staff members were only reimbursed for legitimate expenses, she said: “I think believing in [the] integrity of the staffers.”

16 Committee on House Administration, Members’ Congressional Handbook at 43 (2018); see also House Ethics Manual at 332, Committee on House Administration, Voucher Documentation Standards (Oct. 1, 2016) at 3 (“All vouchers must contain the name and signature of the voucher preparer and the signature of the Member/Chair/Office.”).

17 Transcript of Interview of Former Deputy Chief of Staff, Jan. 18, 2018 (“Former Deputy Chief of Staff Transcript, Part 1”) (Exhibit 1 at 17-4790, 0021); Transcript of Interview of Former Financial Administrator, Jan. 23, 2018 (“Former Financial Administrator Transcript”) (Exhibit 2 at 17-4790, 0055-56); Transcript of Interview of Former Legislative Director, Jan. 31, 2018 (“Former Legislative Director Transcript”) (Exhibit 3 at 17-4790, 0079). This includes requested reimbursements for travel, office supplies, training, and other official expenditures. Id. see also e.g. Former Deputy Chief of Staff Transcript, Part 1 (Exhibit 1 at 17-4790, 0035-0039); Former Financial Administrator Transcript (Exhibit 2 at 17-4790, 0035).

18 Former Financial Administrator Transcript (Exhibit 2 at 17-4790, 0035); Former Legislative Director Transcript (Exhibit 3 at 17-4790, 0079); Former Deputy Chief of Staff Transcript, Part 1 (Exhibit 1 at 17-4790, 0020-21).

19 Former Deputy Chief of Staff Transcript, Part 1 (Exhibit 1 at 17-4790, 0020-21).

20 Former Deputy Chief of Staff Transcript, Part 1 (Exhibit 1 at 17-4790, 0015-22).

21 Former Financial Administrator Transcript (Exhibit 2 at 17-4790, 0005-56).

22 Former Financial Administrator Transcript (Exhibit 2 at 17-4790, 0020-21).

23 Former Financial Administrator Transcript (Exhibit 2 at 17-4790, 0005-56).

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25. Former Legislative Director, a Legislative Assistant and then Legislative Director in Rep. Schweikert’s office between February 2011 and January 2017, also told the OCE that Rep. Schweikert was uninvolved in the MRA disbursement process. 24 He indicated that Mr. Schwab and Former Deputy Chief of Staff would have signed MRA reimbursement requests on Rep. Schweikert’s behalf. 25

26. With respect to Mr. Schwab’s reimbursement requests, Former Deputy Chief of Staff told the OCE on multiple occasions that he “had no reason to believe that [Oliver Schwab] was doing anything unethical with his reimbursements.” 26 However, he also acknowledged that, “in hindsight,” he felt there “should have been more supervision” on Mr. Schwab’s spending practices. 27

27. When asked whether there were always two independent individuals reviewing and signing MRA disbursement requests before they were submitted, Former Financial Administrator said yes, but acknowledged that she would sometimes be the only one reviewing requests from Mr. Schwab. 28

28. Former Legislative Director told the OCE that Mr. Schwab maintained control over office finances. 29 While he acknowledged that Former Deputy Chief of Staff and financial administrators had some role in the MRA disbursement process, Former Legislative Director told the OCE that he did not believe there was a “check and balance” on Mr. Schwab’s spending practices. 30 He described Mr. Schwab as having “full carte blanche authority to manage the MRA disbursements and the office finances as he deemed necessary.” 31

29. When asked if there was “appropriate spending and reimbursement oversight” in Rep. Schweikert’s office,” Former Legislative Director responded by saying: “I would say no. . . . The only true oversight was [Mr. Schwab].” 32

24 Former Legislative Director Transcript (Exhibit 3 at 17-4790_0079-80; 0096).
25 Id.
26 Id.
27 Former Deputy Chief of Staff Transcript, Part 1 (Exhibit 1 at 17-4790_0099); Former Deputy Chief of Staff Transcript, Part 1 (Exhibit 1 at 17-4790_0034) (“I have always thought that Oliver is pretty good with ethics with a capital E. . . . He had no desire to step over the line, and I had no reason to believe that. . . . He never gave me any indication that he would try to step over the line.”); Former Deputy Chief of Staff Transcript, Part 1 (Exhibit 1 at 17-4790_0038) (explaining that he was an individual with involvement in the MRA reimbursement process and Mr. Schwab “never gave [him] any indication that he was doing anything that was not kosher at the time.”). Former Deputy Chief of Staff said all this having acknowledged an incentive to speak poorly about Mr. Schwab given the manner in which Mr. Schwab terminated Former Deputy Chief of Staff’s employment in the office. See Former Deputy Chief of Staff Transcript, Part 1 (Exhibit 1 at 17-4790_0063-0070; 0030)). see also Former Deputy Chief of Staff Transcript, Part 1 (Exhibit 1 at 17-4790_0038) (“We did not end on good terms. We ended on very bad terms. I want to make . . . you all aware that, that we ended on very bad terms.”).
28 Former Deputy Chief of Staff Transcript, Part 1 (Exhibit 1 at 17-4790_0015).
29 Former Financial Administrator Transcript (Exhibit 2 at 17-4790_0058).
30 Former Legislative Director Transcript (Exhibit 3 at 17-4790_0079-80; 0096).
31 Former Legislative Director Transcript (Exhibit 3 at 17-4790_0078-80; 0096).
32 Id. The OCE notes that Former Legislative Director was forced out of Rep. Schweikert’s office by Mr. Schwab under circumstances that both he, and other staff members, felt to be “inappropriate” or unfitting given his prior service. Former Legislative Director Transcript (Exhibit 3 at 17-4790_0107-08); Transcript of Interview of Former
ii. The Arizona Trip

30. Oliver Schwab spent six days in Arizona between Wednesday, January 28, 2015 and Monday, February 2, 2015, a time period during which Arizona was hosting both the Phoenix Open PGA golf tournament and Super Bowl XLIX (“the Arizona Trip”). The OCE determined that $6,059.46 in official funds were spent on Mr. Schwab’s travel during this timeframe.\(^{33}\) This includes the cost of his flight, accommodations, a rental car, and various gas, parking, and food expenses.\(^{34}\)

31. These Arizona Trip expenses were reimbursed pursuant to MRA disbursement requests that required Rep. Schweikert’s certification.\(^{35}\) Given the non-cooperation by Rep. Schweikert, the OCE was not able to determine whether Rep. Schweikert signed these documents personally or whether the documents were signed on his behalf.\(^{36}\) Regardless, Rep. Schweikert is responsible for ensuring that MRA disbursements are made only for official, representational purposes.

32. Evidence obtained by the OCE suggests that Mr. Schwab may have managed various official matters while on the Arizona Trip. Evidence also establishes that Mr. Schwab attended a variety of campaign or personal activities, including the Phoenix Open and Super Bowl XLIX. Mr. Schwab’s wife, mother, and brother, who all reside outside of Arizona, were also in Arizona during the Arizona Trip and attended the Super Bowl.

a. Overall Trip Details

33. Mr. Schwab flew from Baltimore-Washington International Airport to Phoenix, Arizona on Wednesday, January 28, 2015.\(^{37}\) The round trip flight cost $920.20.\(^{38}\)

34. After landing in Arizona late Wednesday evening, Mr. Schwab rented a Ford Focus from Alamo Rent A Car.\(^{39}\) He rented the car from Wednesday, January 28, 2015 through Monday, February 2, 2015, and the total cost of the car rental was $614.21, or $102.36 per day.\(^{40}\)

35. Mr. Schwab stayed at the Hilton Garden Inn, located at 8550 East Princess Drive in Scottsdale, Arizona, from Wednesday, January 28, 2015 through Monday, February 2, 2015.\(^{41}\) The cost of

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\(^{33}\) Arizona Trip Reimbursement Chart (Exhibit 5 at 17-4790_0134-36).
\(^{34}\) Id.
\(^{35}\) Arizona Trip Voucher Documents (Exhibit 6 at 17-4790_0138-94).
\(^{36}\) Former Deputy Chief of Staff told the OCE that he believed at least some of the Arizona Trip reimbursement requests were signed by him on Rep. Schweikert’s behalf. Former Deputy Chief of Staff Transcript, Part 1 (Exhibit 1 at 17-4790_0020-21).
\(^{37}\) Arizona Trip Reimbursement Chart (Exhibit 5 at 17-4790_0134-36).
\(^{38}\) Id.
\(^{39}\) Id.
\(^{40}\) Id.
\(^{41}\) Id. The hotel is located approximately six miles north of Rep. Schweikert’s District Office, and is located less than one mile east of TPC Scottsdale, where the Phoenix Open is held each year.
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this five-night stay was $4,027.07, or $805.41 per night. Additionally, Mr. Schwab was reimbursed for $146.00 of food expenses incurred at the Hilton Garden Inn between Thursday, January 29, 2015 and Sunday, February 1, 2015. 43

36. Billing receipts from Hilton establish that two people stayed in Mr. Schwab’s room. 44 Former Deputy Chief of Staff told the OCE that Mr. Schwab’s wife (then-fiancee) was in Arizona with him during the Arizona Trip. 45 In addition to his wife, Mr. Schwab’s mother, who resides in Massachusetts, and brother, who resides in California, were also in Arizona that weekend. 46

b. Evidence of Official Activities

37. Rep. Schweikert, Mr. Schwab, and other current staff members from the Washington, D.C. and Arizona offices refused to cooperate with this review. Accordingly, the OCE could not determine the extent to which Mr. Schwab engaged in official activities while on the Arizona Trip.

38. Two witnesses familiar with the Arizona Trip – Former Financial Administrator and Deputy Chief of Staff – indicated that Mr. Schwab handled official matters while in the District. However, neither witness was in Arizona at the time, and therefore they could not verify Mr. Schwab’s activities.

39. Former Financial Administrator told the OCE that the Arizona Trip was presented to her as an official trip. 47 At least part of this understanding came from a January 24, 2015 email Mr. Schwab sent to her and Former Deputy Chief of Staff, in which he stated:

I wanted to give a heads up that my trip out next week will end up being about $4,000 for the hotel and about $1,000 for the rental car. Being Phoenix Open and the Superbowl [sic] weekend in Phoenix, I apologize about this—but it’s a priority for [Rep. Schweikert] that I’m on the ground to help as we host events with the House Majority Leader, other visiting Members, and I’ve got those 2 persons [sic] issues we need to get out of the way. 48

40. Former Deputy Chief of Staff told the OCE that, “[a]s far as [he] knew, [the Arizona Trip] was a mix-use trip with probably ... more official business than unofficial [business].” 49 He recalled

43 Id.
44 Id.
45 Id., see also Arizona Trip Voucher Documents (Exhibit 6 at 17-4790, 0156; 0186; 0189-90; 0192).
46 Former Deputy Chief of Staff Transcript, Part 1 (Exhibit 1 at 17-4790, 0025-26). Former Legislative Director told the OCE that Mr. Schwab’s wife would frequently travel with Mr. Schwab to Arizona, although he did not know whether she traveled to the District that weekend. Former Legislative Director Transcript (Exhibit 3 at 17-4790, 0082-83).
47 Super Bowl Photos (Exhibit 7 at 17-4790, 0196-200); Examiner Article.
48 Former Financial Administrator Transcript (Exhibit 2 at 17-4790, 0063; 0066).
49 Email between Former Financial Administrator and Oliver Schwab, Jan. 24, 2015 (Exhibit 8 at 17-4790, 0203); Former Financial Administrator Transcript (Exhibit 2 at 17-4790, 0962-63).
50 Former Deputy Chief of Staff Transcript, Part 1 (Exhibit 1 at 17-4790, 0024).
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Mr. Schwab taking office meetings and attending site tours, and he also believed that Mr. Schwab was working out of the District Office each day of the Arizona Trip. He acknowledged that these recollections were based primarily upon representations made to him by Mr. Schwab, but also said he had no reason to believe Mr. Schwab was making any misrepresentations to him.

c. Evidence of Personal or Campaign Activities

41. Pursuant to House rules, standards of conduct, and federal law, it would have been improper for Rep. Schwei ckert to authorize the use of official funds to finance a trip when its primary purpose was personal or campaign-related. Additionally, if the Arizona Trip’s primary purpose was official, but the trip also involved secondary personal or campaign-related purposes, then the lodging, car rental, gas, and food costs associated with those secondary purposes should have been paid by either Mr. Schwab personally or the appropriate political entity.

42. Despite the non-cooperation from Rep. Schwei ckert, Rep. Schwei ckert’s campaign and political action committees, Mr. Schwab, and Mr. Schwab’s family, the OCE found evidence suggesting that Mr. Schwab was reimbursed, with MRA funds, for accommodations, a car rental, and food, gas, and parking expenses that were likely associated with the personal or campaign-related aspects of his trip. As discussed more fully below, Mr. Schwab may have primarily engaged in campaign or personal activities during at least three of the four full days of the Arizona Trip.

43. Preliminarily, the OCE also notes that it received a letter from Rep. Schwei ckert’s counsel which stated that the OCE’s review had alerted Rep. Schwei ckert and his various campaign and political committees to certain “remedial measures [that] need to be instituted.” The letter also represented that Mr. Schwab will be repaying – from his personal funds – the cost of the Arizona Trip. The letter plainly indicates that the OCE would have found additional evidence of misuse had it received cooperation during its review.

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30 Former Deputy Chief of Staff Transcript, Part 1 (Exhibit 1 at 17-4790, 0024-25).
31 Id.
32 Former Deputy Chief of Staff Transcript, Part 1 (Exhibit 1 at 17-4790, 0034).
33 Letter from Jason Torchin sley, Counsel to Rep. Schwei ckert, to Paul Sells, Deputy Chief Counsel, Office of Congressional Ethics, Jan. 29, 2018 (Exhibit 9 at 17-4790, 0025-06). This letter contains two points that the OCE felt obligated to clarify in a subsequent communication to Mr. Torchin sley. First, as discussed above at footnote 3, any delays associated with Rep. Schwei ckert receiving notice of this review were solely the result of Rep. Schwei ckert or his counsel’s decision not to respond to OCE communications between November 16, 2017 and November 27, 2017. Second, any suggestion that Mr. Schwei ckert “was not the subject of this review” is plainly mistaken, as Review No. 17-4790 was specifically opened to review conduct by Rep. Schwei ckert. In OCE’s November 27, 2017 letter, Rep. Schwei ckert was advised that the OCE “has initiated a preliminary review into a matter concerning [him]” and further explained that Rep. Schwei ckert “may have violated House rules, standards of conduct, and federal law” by authorizing impermissible MRA expenditures.
34 Id.
35 Id.
36 Id.
Friday January 30, 2015

44. Evidence suggests that Mr. Schwab spent the majority of his day away from the District Office on Friday, January 30, 2015. While time away from the District Office is not necessarily indicative of the fact that Mr. Schwab was not performing official duties, several of the destinations could have been personal in nature. Further, his absence from the District Office comports with Rep. Schweikert’s representation concerning the personal nature of the Arizona Trip (made in his letter from counsel discussed above). It also conflicts with Former Deputy Chief of Staff’s recollection about the amount of time Mr. Schwab spent in the District Office during the Arizona Trip.

45. On Friday morning, Mr. Schwab parked his rental car at a downtown Phoenix parking garage located at 112 N. 2nd Street, Phoenix, Arizona. This parking complex is adjacent to the Phoenix Convention Center, which hosted numerous Super Bowl-related activities during the week leading up to Super Bowl XLIX.

46. Later in the day, Mr. Schwab appears to have stopped at several retail establishments. Mr. Schwab’s credit card records suggest that he made purchases at REI (an outdoor clothing and equipment retailer) and London Gold (an Arizona-based jeweler).

47. Additionally, Mr. Schwab parked at 2401 E. Camelback Road parking complex, which is The Camby Hotel’s parking facility. The Camby is a boutique hotel in the Biltmore neighborhood of Phoenix, and it is located within walking distance of the Biltmore Fashion Park, an upscale shopping mall.

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50 Arizona Voucher Documents (Exhibit 6 at 17-4790-0149). Reimbursement requests place Mr. Schwab at a Starbucks in Fountain Hills, Arizona, just after 9:00 AM on Friday morning. Arizona Trip Reimbursement Chart (Exhibit 5 at 17-4790-0134-36). He left the Starbucks and drove approximately thirty miles southeast to a Circle K gas station located at 966 E. Van Buren Street in downtown Phoenix. Id. He purchased gas at the Circle K at 10:13 AM. Id. The 112 N. 2nd Street parking complex is located less than one mile from the Circle K mentioned above, which suggests Mr. Schwab parked his car here after leaving the Circle K around 10:15 AM.


52 Arizona Voucher Documents (Exhibit 6 at 17-4790-0148, 0159; 0184; 0188; 0194). Mr. Schwab did not seek reimbursements for these expenses. Credit card statements submitted along with Mr. Schwab’s MRA reimbursement requests were obtained by the OCE and provided evidence of these personal expenditures. Id.

53 Arizona Trip Reimbursement Chart (Exhibit 5 at 17-4790-0134-36); The Camby Hotel, Home, https://www.thecamby.com (last visited Feb. 26, 2018) (stating the address at 2401 E. Camelback Rd.).


55 The OCE recognizes that some or all of the travel or expenditures that occurred on Friday, January 30, 2015 could have been associated with Mr. Schwab’s wife or another member of his family. If that was the case, this still raises nixsome concerns because it suggests Mr. Schwab may have been seeking reimbursements for car rental, gas, or parking fees associated with a family member’s travel.
Saturday January 31, 2015

48. It was reported that Mr. Schwab, along with his wife and mother, attended the Phoenix Open on Saturday, January 31, 2015, and that Mr. Schwab’s brother joined the group later that day in a private box at Talking Stick Resort Arena to watch the Phoenix Suns play the Chicago Bulls. 62

49. Mr. Schwab appears to have confirmed attendance at both events, stating that he attended the Phoenix Open, along with Rep. Schweikert, as a part of a McCarthy Victory Fund event, 63 and that the private box was sponsored by an industry group, which he attended as a guest of his wife. 64

50. The OCE found evidence that the McCarthy Victory Fund sponsored a fundraiser at the Phoenix Open, 65 and as discussed above, Mr. Schwab told colleagues that he was needed in Arizona to “host events with the House Majority Leader.” 66

Sunday February 1, 2015

51. It was also reported that Mr. Schwab attended brunch with his brother and spent time at the Phoenix Desert Botanical Gardens before attending the Super Bowl on Sunday February 1, 2015. 67

52. Receipts from the Hyatt Regency Scottsdale Resort & Spa indicate that Mr. Schwab had brunch with three other individuals around 10:00 AM on Sunday morning. 68 While Mr. Schwab initially

62 See e.g., Examiner Article. The Examiner Article relied, at least in part, on social media postings in reporting this. Because Mr. Schwab and others did not cooperate with this review, the OCE was not able to verify whether there were social media posts of Mr. Schwab at either the Phoenix Open or Phoenix Suns game.

63 While the article reported that Mr. Schwab and Rep. Schweikert attended a McCarthy Victory Committee event, the OCE believes it was a McCarthy Victory Fund event, as discussed more fully below.

64 Examiner Article.

65 On January 22, 2015, the McCarthy Victory Fund spent $3,660.48 on lodging at the Hyatt Regency Scottsdale Resort & Spa. McCarthy Victory Fund, Report of Receipts and Disbursements, April 15, 2015 Quarterly Report at 109, filed July 7, 2015. Additionally, the McCarthy Victory Fund spent $9,375.00 on a facility rental and $200.00 on photography services from The Thunderbirds, located at 7226 North 16th Street, Suite 100, Phoenix, Arizona. McCarthy Victory Fund, Report of Receipts and Disbursements, April 15, 2015 Quarterly Report at 107, 119, filed July 7, 2015. The Thunderbirds “is a non-profit organization formed in 1986 to distribute monies raised through the Waste Management Phoenix Open golf tournament” with an address of 7226 North 16th Street, Suite 100, Phoenix, Arizona. Thunderbirds Charities Website (Exhibit 10 at 17-4790_0208-09). Additionally, Former Deputy Chief of Staff told the OCE that it “was common knowledge” that Rep. McCarthy or the NRCC was having a fundraising event of some kind in Phoenix during Super Bowl weekend. Former Deputy Chief of Staff Transcript, Part 1 (Exhibit 1 at 17-4790_0024, 0027-28). While Former Deputy Chief of Staff could not definitively say whether Mr. Schwab and Rep. Schweikert attended the Phoenix Open or any other fundraiser, he noted that Rep. Schweikert and Rep. McCarthy “are close” and he said he would “almost guarantee” that Rep. Schweikert and Oliver Schwab would have attended if any such an event was held in Phoenix that weekend. Former Deputy Chief of Staff Transcript, Part 1 (Exhibit 1 at 17-4790_0028).

66 See supra, footnote 48.

67 See e.g., Examiner Article. The Examiner Article relied, at least in part, on social media postings in reporting this. Because Mr. Schwab and others did not cooperate with this review, the OCE was not able to verify whether there were social media posts of Mr. Schwab at brunch, the botanical gardens, or the Super Bowl.

68 Arizona Trip Voucher Documents (Exhibit 6 at 17-4790_0149, 0155).
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sought reimbursement for this expense, designating it as a “mtg / constituents food / bev,” he
does not appear to have been reimbursed for it, which suggests the brunch may have been a
political or personal expenditure. 69

53. Former Deputy Chief of Staff confirmed that Mr. Schwaab, along with his wife and Rep.
Schweikert, attended the Super Bowl on Sunday afternoon. 70 The OCE also obtained
photographs of Mr. Schwaab’s mother and brother at Super Bowl XLIX. 71

iii. Office Supplies

54. The OCE examined office supply purchases and practices in Rep. Schweikert’s office in order to
determine whether Mr. Schwaab was improperly reimbursed with Rep. Schweikert’s MRA funds
for any office supply purchases that did not have official purposes.

55. Rep. Schweikert’s office did not have a formal office policy or procedure regarding the purchase
of office supplies or reimbursement for such purchases. 72 Former Rep. Schweikert staff
members told the OCE that Rep. Schweikert was generally uninvolved in the purchase of office
supplies or reimbursement for such purchases, 73 and that individual staff members would
purchase supplies from either the House office supply store or a third party vendor such as
Amazon. 74

56. Former Deputy Chief of Staff, Former Financial Administrator, and Former Legislative Director
all told the OCE that Mr. Schwaab may have spent too much money on office supplies. Former
Deputy Chief of Staff told the OCE that he thought Mr. Schwaab was a “spender,” 75 but that
he had no reason to believe Mr. Schwaab was purchasing office supplies for his personal
benefit. 76 He explained that Mr. Schwaab may not have been “studious” with office supply
purchases, and he would “rib him” about purchases that he thought were “a waste of money,” but
he never felt that Mr. Schwaab was acting unethically. 77

69 Compare Arizona Trip Voucher Documents (Exhibit 6 at 17-4790, 0140: 0155) with Statements of Disbursement,
Jan. 1, 2015 – March 31, 2015. Hyatt Hotels Corporation did not have any record of Mr. Schwaab or any of his
family members staying at this hotel and could not provide any further detail about who dined at the Hyatt on
Sunday, February 1, 2015. As discussed above, FEC disbursement records indicate that the McCarthy Victory Fund
purchased lodging at this hotel around this time. See supra, footnote 65.
70 Former Deputy Chief of Staff Transcript, Part 1 (Exhibit 1 at 17-4790, 0025-26).
71 Super Bowl Photos (Exhibit 7 at 17-4790, 0196-200). The OCE also found that Mr. Schwaab spent $3,625.00 on
January 25, 2015 on a purchase from the “NTL Football League.” Arizona Trip Voucher Documents (Exhibit 6 at
17-4790, 0148: 0159: 0184). The OCE recognizes that this $3,625.00 expenditure may not have been for a ticket to
the Super Bowl, but notes the expenditure suggests Mr. Schwaab made a substantial personal investment for
something associated with either the game itself or events leading up to the game.
72 Former Legislative Director Transcript (Exhibit 3 at 17-4790, 0091); Former Deputy Chief of Staff Transcript,
Part 1 (Exhibit 1 at 17-4790, 0019).
73 Former Legislative Director Transcript (Exhibit 3 at 17-4790, 0092); Former Deputy Chief of Staff Transcript,
Part 1 (Exhibit 1 at 17-4790, 0019).
74 Former Deputy Chief of Staff Transcript, Part 1 (Exhibit 1 at 17-4790, 0019); Former Legislative Director
Transcript (Exhibit 3 at 17-4790, 0091).
75 Former Deputy Chief of Staff Transcript, Part 1 (Exhibit 1 at 17-4790, 0009).
76 Former Deputy Chief of Staff Transcript, Part 1 (Exhibit 1 at 17-4790, 0009; 0028-29).
77 Former Deputy Chief of Staff Transcript, Part 1 (Exhibit 1 at 17-4790, 0009; 0028-29; 0036).
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57. Former Financial Administrator told the OCE that she thought Mr. Schwab’s spending habits were a joke in Rep. Schweikert’s office. 78 She noted that Rep. Schweikert would jokingly ask her if Mr. Schwab was spending too much money on office supplies, 79 and she would jokingly ask Mr. Schwab whether he “[had] Amazon on speed dial.” 80 Former Financial Administrator told the OCE that she would raise concerns to Mr. Schwab about the amount of money he spent on office supplies and felt compelled to remind him that he could get materials for free (or much cheaper) from the House. 81

58. Additionally, she informed the OCE that Rep. Schweikert had her prepare a chart in early 2016 that compared office supply spending in his office with that of other offices. 82 The chart revealed that his office “spent significantly more than other offices.” 83

59. Former Legislative Director told the OCE that he thought some of Mr. Schwab’s office supply purchases were excessive; however, he acknowledged not knowing whether the purchases were made with official or personal funds. 84

60. The OCE reviewed approximately two years of office supply reimbursement requests made by Oliver Schwab and did not find evidence that Mr. Schwab misused MRA funds for his personal benefit with respect to these requests.

iv. Training

61. The OCE examined educational expenditures in Rep. Schweikert’s office in order to determine whether Mr. Schwab was improperly reimbursed with Rep. Schweikert’s MRA funds for any training programs he attended as Chief of Staff.

62. Between Sunday, October 23, 2016 and Friday, October 28, 2016, Mr. Schwab attended a Harvard Executive Education program titled “Leadership Decision Making: Optimizing Organizational Performance.” 85 The cost of the course was $7,400.00. 86

63. The program, which was held on Harvard’s campus and included lodging, generally began with breakfast at 8:00 AM, included various sessions throughout the day on topics such as decision making, negotiations, and conflict resolution, and concluded with dinner around 6:30 PM. 87

78 Former Financial Administrator Transcript (Exhibit 2 at 17-4790.0051).
79 Id.
80 Id.
81 Former Financial Administrator Transcript (Exhibit 2 at 17-4790.0051; 0067-68).
82 Former Financial Administrator Transcript (Exhibit 2 at 17-4790.0059).
83 Id.
84 Former Legislative Director Transcript (Exhibit 3 at 17-4790.0099).
85 Harvard Executive Education Course Materials (Exhibit 11 at 17-4790.0211-22). The OCE recognizes that invoices indicate that Mr. Schwab paid for a course titled “Leadership in Crisis,” held between April 3, 2016 and April 8, 2016, but the OCE believes, based on the other evidence obtained, that Mr. Schwab attended the “Leadership Decision Making” course held in October 2016. See id.
86 Id.
87 Id.
64. On October 29, 2016, Mr. Schwab emailed Former Financial Administrator and asked whether this sort of program was reimbursable.83 He explained that the “course was comprised of senior government managers from across the government and military” and noted his surprise that he was “the only person who had paid for the course personally.”84

65. In response, Former Financial Administrator told Mr. Schwab that the course may be reimbursable if it primarily benefited the office (and not him personally).85 Mr. Schwab thereafteer explained that the course was “100% better management and human resources decision making” and that he used Rep. Schweikert’s office as his “operational case all week.”86

66. In December 2016, Mr. Schwab and Former Financial Administrator submitted MRA reimbursement materials “for [a] leadership course to benefit office as a whole, not personal benefit.”87 The $7,400.00 was reimbursed to Mr. Schwab thereafteer.88

67. Although Mr. Schwab did not cooperate with this review and Former Financial Administrator raised concerns about reimbursement for this course, given the curriculum,89 the intended audience,90 and the fact that it is not a degree program, the OCE does not conclude, based on the facts known to it as of the date of this report, that Mr. Schwab misspent official funds on this program.

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68. Although the Board found insufficient evidence to conclude that Mr. Schwab misused MRA funds with respect to office supply purchases or his October 2016 Harvard training program, the Board finds substantial reason to believe that the Arizona Trip was, at least in part, personal or campaign-related. Therefore, there is substantial reason to believe that Rep. Schweikert – as the individual responsible for ensuring his staff’s compliance with all MRA rules and regulations – improperly certified to the disbursement of MRA funds for campaign or personal expenses.

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[83] Email between Former Financial Administrator and Oliver Schwab, Oct. 29, 2016 (Exhibit 12 at 17-4790_0224-26).
[84] Id.
[85] Id.
[86] Id.
III. REP. SCHWEIKERT MAY HAVE ACCEPTED IMPROPER CAMPAIGN CONTRIBUTIONS FROM A CONGRESSIONAL EMPLOYEE

A. Applicable Law, Rules, and Standards of Conduct

69. Federal Law

Under 18 U.S.C. § 602, “[i]t shall be unlawful for . . . an individual elected to or serving in the office of Senator or Representative . . . to knowingly solicit any contribution within the meaning of section 301(8) of the Federal Election Campaign Act of 1971 from any other such officer, employee, or person.”

Under 18 U.S.C. § 603(a), “[i]t shall be unlawful for an officer or employee of the United States or any department or agency thereof, or a person receiving any salary or compensation for services from money derived from the Treasury of the United States, to make any contribution within the meaning of section 301(8) of the Federal Election Campaign Act of 1971 to any . . . Senator or Representative in . . . the Congress, if the person receiving such contribution is the employer or employing authority of the person making the contribution.”

70. House Ethics Manual

“A provision of the federal criminal code, 18 U.S.C. § 603, makes it unlawful for any federal officer or employee to make certain campaign contributions to ‘the employer or employing authority of the person making the contribution.’ Accordingly, an employee of a Member office is prohibited from making a ‘contribution’ . . . to his or her employing Member.”

According to the House Ethics Manual, “[t]he prohibition against an employee making a contribution to the individual’s employing Member is absolute. A House employee may not make such a contribution even if the contribution was entirely unsolicited and the employee genuinely wishes to make the contribution.”

“[T]he prohibition against contributions makes it clear that an individual making contributions to an employing Member is generally prohibited from reimbursing the individual in question for any such contributions.”

“[T]he definition of the term contribution in the FECA is quite detailed . . . [U]nder FEC regulations, most outlays that an individual makes on behalf of a campaign are deemed to be a contribution to that campaign from that individual. This is so even if it is intended that the campaign will reimburse the individual promptly. The major exception to this rule is for outlays that an individual makes to cover expenses that he or she incurs in traveling on behalf of

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69“‘The term ‘contribution’ includes (i) 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.’ 52 U.S.C. § 30101(8)(A); see also 11 CFR § 100.52(a).
66 Under 18 U.S.C. § 603(b), “a contribution to an authorized committee as defined in section 301(8)(1) of the Federal Election Campaign Act of 1971 shall be considered a contribution to the individual who has authorized such committee.”
69 Id. at 138.
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a campaign.” 100 Assuming certain travel outlays are reimbursed within specified time periods, they will not be considered “contributions.” 101

The House Ethics Manual also states that a Member “must take reasonable steps to ensure that any outside organization over which he or she exercises control — including the individual’s own authorized campaign committee . . . — operates in compliance with applicable law.” 102

B. Rep. Schweikert May Have Accepted Campaign Contributions from his Chief of Staff, Oliver Schwab

71. The OCE found that Oliver Schwab made multiple contributions to Rep. Schweikert’s campaign committees. These include a direct contribution to Rep. Schweikert’s campaign in 2012 and routine personal outlays made on behalf of Rep. Schweikert’s campaign committees between 2011 and 2016.

72. On March 3, 2012, while employed as Rep. Schweikert’s Chief of Staff, Mr. Schwab made a $1,000.00 contribution to Schweikert for Congress, Rep. Schweikert’s then-principal campaign committee. 103

73. Between 2011 and 2016, while also employed in Rep. Schweikert’s congressional office, Mr. Schwab made various personal outlays on behalf of Rep. Schweikert’s campaign committees that were subsequently reimbursed to him. 104 The OCE determined that Mr. Schwab was likely reimbursed for at least $16,886.99 in personal outlays made on behalf of Rep. Schweikert’s campaign committees; 105 however, the OCE could not determine a definitive figure given the non-cooperation by Rep. Schweikert, Rep. Schweikert’s affiliated campaign entities, and Oliver Schwab.

74. Portions of Mr. Schwab’s personal outlays attributable to travel may have been permissible, and not considered improper “contributions,” if reimbursed within the required timeframes. 106

100 Id. at 138-39 (emphasis in original).
101 Id. With respect to personal outlays for travel expenses, a “contribution” does not include situations where “the campaign provides reimbursement within 60 days after the expenses are incurred if payment was made by credit card, or within 30 days in all other cases.” Id. at 139 n.27; see also 11 C.F.R. § 110.5(b).
102 House Ethics Manual at 123.
103 Schweikert for Congress, FEC Report of Receipts and Disbursements, Apr. 15, 2012 Quarterly Report at 71, filed April 15, 2012. On April 4, 2012, $1,000.00 was refunded to Mr. Schwab by Schweikert for Congress. Schweikert for Congress, FEC Schedule B Itemized Disbursements, July 15, 2012 Quarterly Report at 158, filed September 6, 2012. Presumably this refund was made in recognition of the illegality of the March 3, 2012 contribution; however, the OCE cannot say with certainty given Rep. Schweikert’s refusal to cooperate with this review.
104 FEC Disbursement Chart (Exhibit 13 at 17-4790, 0228-32). Friends of David Schweikert is Rep. Schweikert’s current principal campaign committee and Schweikert for Congress was a prior principal campaign committee.
105 FEC Disbursement Chart (Exhibit 17 at 17-4790, 0228-32). The OCE calculated the figure identified above by adding only disbursements from Rep. Schweikert’s campaign committees that specifically referenced a “reimbursement” or “reimb” as the “purpose” of the disbursement. See id. The OCE excluded any other disbursements, although it recognizes that other disbursements to Mr. Schwab may qualify as reimbursements for improper personal outlays. The OCE also excluded the April 2, 2012 $1,000.00 “refund” for the reasons discussed above. See supra, footnote 103.
106 See supra, Section III.A.
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However, several of Mr. Schwab’s personal outlays, including outlays for “Office Supplies,” “Food/Beverage,” and “Postage,” appear to be improper contributions.\(^7\)

75. Based on the foregoing information, the Board finds that there is substantial reason to believe that Rep. Schweikert failed to ensure that his campaign committee complied with applicable rules regarding contributions from congressional employees.

IV. CONCLUSION

76. Based on the foregoing information, the Board finds that there is substantial reason to believe that Rep. Schweikert authorized expenditures from his MRA, made by or on behalf of his Chief of Staff Oliver Schwab, that were not for permissible official expenses.

77. Based on the foregoing information, the Board finds that there is substantial reason to believe that Rep. Schweikert failed to ensure that his campaign committee complied with applicable rules regarding contributions from congressional employees.

78. Accordingly, the Board recommends that the Committee further review the above allegations concerning Rep. Schweikert.

V. INFORMATION THAT THE OCE WAS UNABLE TO OBTAIN AND RECOMMENDATIONS FOR THE ISSUANCE OF SUBPOENAS

79. As discussed below, thirteen individuals or entities refused to cooperate with this review. The Board recommends the issuance of subpoenas to the following non-cooperative individuals and entities:

   Rep. Schweikert

80. The OCE requested information from Rep. Schweikert in his official capacity and from his affiliated campaign and political action committees. The OCE also requested the opportunity to interview Rep. Schweikert. Rep. Schweikert, through counsel, declined to produce any information or interview with the OCE.

   Oliver Schwab

81. The OCE requested information from and the opportunity to interview Mr. Schwab. Mr. Schwab, through counsel, declined to produce any information or interview with the OCE.

   Keith A. Davis

82. Keith A. Davis is a former treasurer to various Rep. Schweikert-affiliated campaign and political action committees. Mr. Davis informed the OCE that, as of the date of its December 14, 2017

\(^7\) See FEC Disbursement Chart (Exhibit 13 at 17-4790_0227-32).
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request for information, he was no longer handling FEC compliance matters for Rep. Schweikert, and he had turned over all files to Campaign Financial Services. In response, the OCE explained that its request included any responsive email communications, or other documents, still currently accessible to Mr. Davis. Mr. Davis did not provide any documents to the OCE and did not provide a certification under 18 U.S.C. § 1001 affirming that he had no responsive documents.

Campaign Financial Services

83. Campaign Financial Services is an FEC compliance firm handling FEC compliance matters for various Rep. Schweikert-affiliated campaign and political action committees. Campaign Financial Services declined to produce any information in response to the OCE’s requests for information and declined to interview with the OCE.

Current Congressional Staff Members

84. Kevin Knight is Rep. Schweikert’s Deputy Chief of Staff. Mr. Knight did not respond to OCE requests for an interview.

85. Katherine Dinnenstein is Rep. Schweikert’s Legislative Director. Ms. Dinnenstein, through counsel, declined to interview with the OCE.

86. Ashley Sylvester is Rep. Schweikert’s Officer Manager and Press Assistant. Ms. Sylvester, through counsel, declined to interview with the OCE.

87. Ernestina Borquez-Smith is Rep. Schweikert’s Director of Constituent Services and Office Manager. Ms. Borquez-Smith, through counsel, declined to interview with the OCE.

Former Congressional Staff Members

88. Kelly Roberson was an Intern, District Aide, Director of Operations, and Policy Advisor in Rep. Schweikert’s office between September 2011 and December 2016. Ms. Roberson did not respond to OCE requests for an interview. The OCE was informed that on January 19, 2018, prior to the time that the OCE reached out to Ms. Roberson for an interview, Mr. Schwab and Ms. Roberson had lunch together, at Mr. Schwab’s invitation.109

89. Mr. Thomas Leander was an Intern, Fellow, Staff Assistant, Legislative Correspondent, Legislative Aide, and Legislative Assistant in Rep. Schweikert’s office between May 2014 and August 2017. On January 11, 2018, Mr. Leander agreed to interview with the OCE on January 18, 2018.111 On January 17, 2018, Mr. Leander informed the OCE that the interview no longer

110 Former Deputy Chief of Staff Transcript, Part 2 (Exhibit 4 at 17-4790, 0127-28).
111 Email from Tommy Leander to Jeffrey Brown, Investigative Counsel, Jan. 11, 2018.
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worked with his schedule and that he did not wish to reschedule the interview.112 He did not respond to subsequent communications from the OCE.

Mr. Schwab’s Family

90. Ana Schwab, Mr. Schwab’s wife, declined, through counsel, to produce any information in response to the OCE’s requests for information and declined to interview with the OCE.

91. Jennifer Casey Schwab, Mr. Schwab’s mother, did not respond to the OCE’s requests for information and request for an interview.

92. Forrest Schwab, Mr. Schwab’s brother, declined to produce any information in response to the OCE’s requests for information and declined to interview with the OCE.

112 Email from Tommy Leander to Jeffrey Brown, Investigative Counsel, Jan. 17, 2018.
Transcript of Interview of
Former Deputy Chief of Staff
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Jeff Brown: Okay. This is Jeff Brown. With me is Paul Solis and Brandon Wong from the Office of Congressional Ethics. Before we have Former Deputy Chief of Staff ("Former Deputy COS"). It is a little after 3:00 on January 18. We are in the conference room at the Office of Congressional Ethics. Former Deputy Chief of Staff has been given a copy of the False Statements Warning, and we are going to get underway.

Former Deputy COS: Before we begin, I am Former Deputy Chief of Staff. I give consent for this conversation to be recorded on the condition that I get a copy of the transcription.

Jeff Brown: Is Former Deputy Chief of Staff okay, or do you prefer?

Former Deputy COS: It’s Former Deputy Chief of Staff.

Jeff Brown: Former Deputy Chief of Staff, okay. Former Deputy Chief of Staff, you were previously employed by Representative Schweikert. In what capacity were you employed in his office?

Former Deputy COS: Started as an LA, became the LD, then the Deputy Chief of Staff.

Jeff Brown: Okay. Can you roughly walk me through the timeframes in which you held those different jobs?

Former Deputy COS: I came on at the new Congress of 2012 and worked for him until ... No. Beginning of 2011 and worked for him until January 3 of 2017.

Jeff Brown: Okay. Do you recall approximately the dates in which you were promoted through those roles?


Jeff Brown: Okay. Who did you report to while you were in Representative Schweikert’s office?

Former Deputy COS: Initially, Matthew Tully as an LA. Then he became Chief of Staff when I became the LD. I continued to report to him until he left. I guess that would be spring of ... I think ’13, at which point in time I reported to Oliver Schwab.

Jeff Brown: You are no longer in Representative Schweikert’s office. Where do you currently work?

Former Deputy COS: Consumers’ Research.

Jeff Brown: Okay. When did you start there?

Former Deputy COS: June of this year as a 1099 employee and was hired full-time August, early September of this year.

Paul Solis: Do you mean 2017?
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2 Jeff Brown: Why did you leave Representative Schweikert’s office?
3 Former Deputy COS: I felt that the office had become unstable. I had been given assurances that
4 the Chief of Staff was leaving, and when he decided to stay he became
5 somewhat abusive to me and another senior staffer. I was then given the
6 option of staying for a dramatically reduced salary, with my performance
7 being judged on campaign donations or leaving with a six month severance. I
8 chose to leave. However, I never received the severance. At the end of
9 December, I was told that the office would not be honoring that agreement.
10 Jeff Brown: Okay. I’d like to break down some of that. You said there was you and
11 another individual you felt was subject to some abusive behavior. Who is the
12 other staffer?
13 Former Deputy COS: Kevin Knight.
14 Jeff Brown: Okay. When you were referring to the Chief of Staff a moment ago, you were
15 referring to Oliver Schwab.
16 Former Deputy COS: Correct.
17 Paul Solis: Well, first I’d like to … based on Jeff’s initial question about why you left. You
18 said you felt the office had become unstable. Can you just give us a little
19 more detail on what you–
20 Former Deputy COS: Oliver, through two hour-and-a-half sessions over the phone, the first with
21 me and Kevin Knight, the second with just me, basically spent 90 minutes
22 cussing me out and tell me that I was terrible at my job … after literally 24
23 hours prior saying that I was going to be there forever, and he was leaving,
24 and I was going to be Chief of Staff. He was showing signs of severe
25 stress and anger at the member and was lashing out at me. So, it was
26 basically two hour-and-a-half sessions where he screamed and swore at one
27 with both me and Kevin Knight and one with just me.
28 Paul Solis: Okay. So, he had informed you in some way that he was leaving the office?
29 Former Deputy COS: Yes.
30 Paul Solis: Okay. When did he inform you of that?
31 Former Deputy COS: He had been saying that the entire congress. He had his paperwork in at one
32 point in time.
33 Paul Solis: This is the 114th Congress?
34 Former Deputy COS: Yeah, the 114th. We’re in the 15th. At one point in time at 113th, he had
35 paperwork signed to leave, and on his last day decided to stay. Basically

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through the entire year of 2016, he would go through these tirades against the member both to me and...and sometimes to Kevin and I together; sometimes just to me, sometimes just to Kevin...about how awful David was and how he hated it and how he was going to quit. He basically said, "I'm not coming back." That was basically the whole year of 2016. When he decided to come back after having his two outbursts with me and basically saying, you know, "Here are two options: You can quit with severance or you can come back next year at a reduced title, reduced pay, you'll never see your family, and you're going to be judged on how much money we bring in to Dave, even though you're not the fundraiser; you're going to be the one that's responsible for that top dollar." As the legislative staff, I did not want to come back anymore.

Paul Solis: So, that information that was passed to you by Mr. Schwab occurred in two telephone conversations?

Former Deputy COS: No, that was face...the last conversation was...so after his first round of abuse over the phone with me and Kevin Knight, I just kind of...he wasn't around, he was out of town.

Paul Solis: When did that happen?

Former Deputy COS: October of 2016, maybe the end of September. It was literally the day before the NCV convention in Phoenix. It was the first phone call. I was basically given instructions to fly out to Phoenix day of, to go to that convention even though previously we had discussed me not going, because of the hour-and-a-half phone call. I went. Things were fine for a week. He ended up getting really frustrated over an email with Kevin McCarthy that was kind of air dropped on us. He spent the next Monday on the phone with me while he was in Phoenix. I was in the office at the time, and the entire staff could hear him screaming over the phone. I had to go to the member's office. After that it was another hour-and-a-half, basically just screaming and cussing and everything is terrible. After that I asked for a meeting. At that meeting he gave me the options to stay at reduced salary, reduced title, and being judged by campaign donations, or to go with six months severance. I chose to go with the six month severance.

Paul Solis: Okay, that face to face meeting also happened in October of 2016?

Former Deputy COS: Yes.

Paul Solis: Were you a campaign staffer, either paid or volunteer at the time?

Former Deputy COS: No.

Paul Solis: Do you know then why he would say to you that your performance would be based on campaign donations?
1. Former Deputy COS: I know that David and this was the ongoing theme throughout the year of how he wanted to quit, was David was putting increasing pressure on him to raise money because David wanted to run for the Senate. David was basically telling him, "I need a million dollars if I'm going to run for the Senate." I think that was weighing on him. I do not believe if I had stayed that would have been what happened. That was just what was threatened, and I didn’t want to take that chance.

2. Paul Solis: Did he say to you at all whether the member had made the information he passed to you that your performance would be based on campaign contributions, did he say whether that came from Representative Schweikert?

3. Former Deputy COS: Absolutely not, no. He didn’t. David had said to me on multiple occasions, "I’m leaning on Oliver to raise money. That’s not your responsibility."


5. Jeff Brown: Was Representative Schweikert ever made aware of these two October 2016 outbursts?

6. Former Deputy COS: No.

7. Jeff Brown: Did you ever have any conversations with Representative Schweikert about your decision to leave?

8. Former Deputy COS: I believe it was relayed to him that I wanted to leave to be a chief. When I had decided to leave, I didn’t want to bring it up. I really just wanted to be done with the place. You know, with David and with Oliver, once I left in November ... I think my last official day in the office was the Monday before Thanksgiving of 2016. After that I never talked to David again.

9. Paul Solis: Just to get the timing straight, you said your last day in the office was November of 2016 — you said before Thanksgiving? Or after?


11. Paul Solis: Before Thanksgiving. And when we asked you how long you’d been in the office, you specifically mentioned January 3, 2017?

12. Former Deputy COS: I physically left the office. I was continuing to do work and one of the things that was ... you’re going to be basically essentially on contract for the next six months and so I was no longer physically in the office but I was still performing work for the office until January 3rd.

13. Paul Solis: Of 2017?

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1 Jeff Brown: Okay. You said that Mr. Schwab had made it clear on several occasions that he was planning to leave the office. Can you talk about those instances In a little more detail?

4 Former Deputy COS: Up and ... I mean it was such a regular occurrence that people were noticing how tired I was and people thought it was because David was a hard member to work for. He's highly caffeinated and a little off kilter at times. It was because Oliver was always threatening to quit, like literally day of walk out, quit. "I'm going to quit today. I hate David and I hate this job and this is going to be terrible." And I consistently talked him off the ledge because David is, I would say ... the word I would use would be emotionally attached to Oliver.

11 Jeff Brown: What other staffers in the office would have seen or been privy to any of these conversations?

13 Former Deputy COS: Cami Lepire heard the conversation. Oh, as far as Oliver quitting or him yelling at me?

15 Jeff Brown: Either one.

16 Former Deputy COS: As far as the conversation that was overheard when he was yelling at me the second time. Cami Lepire did overhear that and apologized because she thought it was her fault that he was yelling and it wasn't. But he was fairly open to every staffer that would ask him that he was going to quit and not come back in my opinion. There was no one that ... there was literally no one in the office that assumed he was going to be back this Congress.

22 Paul Solis: Just a little bit walk back on your time in the office. So from 2011 when you started, was Mr. Schwab in the office?

24 Former Deputy COS: Yes. He was-

25 Paul Solis: Your entire time there?

26 Former Deputy COS: He was there until he left to run the Super PAC in the Quayle campaign of 2012 and then he came back after the election.

28 Paul Solis: Did he have the same job title both periods?

29 Former Deputy COS: No. He came back ... Matt Tully was still chief of staff when Oliver came back. Oliver I think had the title of senior adviser and then when Matt left, Oliver became the chief of staff again.

32 Paul Solis: Okay. Again what was that when he became chief of staff?

33 Former Deputy COS: Whenever Matt Tully left, I believe Spring of '14.

34 Paul Solis: Okay. And in that 2011 to 2012 window before he left to go run the Super PAC, was title also senior advisor?

36 Former Deputy COS: No, it was chief of staff.
Paul Solis: Mr. Schwah's?

Former Deputy COS: I did not report to him but that was his ... Oliver was the chief of staff. I reported to Matt Tully when Matt Tully was the LD. When Oliver left, Matt Tully became the chief and then I reported to Matt Tully as chief as the LD. Tully.

Paul Solis: Got it.

Jeff Brown: Do you currently have any relationship with Oliver Schwah?

Former Deputy COS: None.

Jeff Brown: Okay. When was the last time you spoke with him?

Former Deputy COS: I think I sent him an email thanking him for a referral to or for information that John Carter had a job opening at that time. I was still unemployed and I said thank you. And I think it was the last response. I did have an email from him, you know, when you called, I knew this was going to be about this because I saw the story. I was not one of the sources. I called Kevin because I still have a ... I do have a very good relationship with Kevin. He and I talk regularly and he's kind of my mentor in a lot of things. I told him, I said, "I wasn't the source," and I don't have anything to do with this and I really don't want anything to do with this." Evidently, Kevin did relay to Oliver that I was not the source and Oliver said, "Thank you for your kind words," and that was the last I've heard of him. He has not called me or emailed me since and I did not respond to that email.

Jeff Brown: What did Kevin say about the story?

Former Deputy COS: He ... when I had called him, he had not even heard ... he had not even seen the story. He was doing ... oh he may have been on vacation with his ... I think that's when his mother-in-law was passing. So, he didn't even know the story.

Jeff Brown: Have you talked to anybody else about that story?

Former Deputy COS: Other than my wife and my parents, no.

Paul Solis: When was Mr. Schwah's email to you about-

Former Deputy COS: That's not ... I did share that with my current employer so that she would know that that was going on.

Paul Solis: Wait for the train to go by. When did Mr. Schwah send you that email saying, "Thank you for your kind words?"

Former Deputy COS: Sometime in November.

Paul Solis: Of 2017?

Former Deputy COS: Yes.
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1 Jeff Brown: Do you have any idea who the sources were for that story?
2 Former Deputy COS: I could probably make a guess for one and a good guess for one and a
3 somewhat educated guess for the other but other than that, no.
4 Paul Solis: Okay. What would you lead you to have an educated guess on one of those?
5 Former Deputy COS: I believe that he terminated Mary O'Connor at roughly the same time he did
6 me. She had major issues with some of the things that he did. I believe I
7 signed all the budget paperwork. I have no reason to believe that he was
8 doing anything unethical with his reimbursements. Spendthrift, that's for
9 sure. But, you know, she would get frustrated over his spendthrift nature but
10 I believe that she had concerns so I believe that she could be one. I also have
11 not heard but I ... not directly from any source, but from people who have
12 worked with Martha McSally's chief, that he could be one, that that would be
13 the kind of thing that he would do.
14 Paul Solis: And who is that?
15 Former Deputy COS: Justin Roth.
16 Jeff Brown: What is Oliver's relationship to Justin?
17 Former Deputy COS: Just colleagues but the suspicious and this is someone who is now working
18 for the federal government out west who I used to work with in John
19 Carter's office, he has no ties to him other than he worked for Justin Roth
20 when Justin Roth was Joe Walsh's chief. And he said based on the things that
21 he observed Justin Roth do while he was with Joe Walsh, that he could see
22 that Justin Roth would look something like this to the press to force David to
23 stay out of the Senate race so that Martha McSally could run.
24 Paul Solis: And just to go back, you mentioned a couple times this Mary O'Connor?
25 Former Deputy COS: Mm-hmm (affirmative).
26 Paul Solis: Was, I think you used the word terminated, was she actually her
27 employment was terminated by the Member? Paperwork was signed by the
28 Member?
29 Former Deputy COS: That was after I left.
30 Paul Solis: Okay, So you don't know that firsthand knowledge?
31 Former Deputy COS: I ... the only ... I mean I wasn't in the office at the time but I was told by
32 former staffers that were still on the Hill that she was let go.
33 Paul Solis: Okay. And you also referred to your employment as being terminated as well
34 and I just want to be clear, you talked to us about the options that were
35 given to you but were you officially terminated or did you resign?
1 Former Deputy COS: I took a severance package and then I got an email right before the start of
2 the new Congress saying that the severance package was not going to be
3 offered because he needed the money for other places.
4 Paul Solis: Okay.
5 Former Deputy COS: And so at that point in time, I would consider myself moving from resigning
6 to terminated.
7 Paul Solis: Okay.
8 Former Deputy COS: Semantics.
9 Paul Solis: Okay. Were you notified at all by the House that your employment had been
10 terminated?
11 Former Deputy COS: I mean only in the I didn’t get a paycheck the next month.
12 Paul Solis: Okay.
13 Former Deputy COS: I filed for unemployment and it was not contested.
14 Paul Solis: Okay. I just want to be clear because I think it matters in the timeline here.
15 You were offered a severance package and I want to ask a question about
16 that. You were offered a severance package, you received an email from
17 Oliver Schwab or Representative Schweikert?
18 Former Deputy COS: Oliver Schwab.
19 Paul Solis: Informing you that that severance package was not going to be issued-
20 Former Deputy COS: Honored.
21 Paul Solis: -honored to you. Then what happened? You just stopped receiving a
22 paycheck?
23 Former Deputy COS: I got my paycheck on ... my last paycheck for up through ... from January 1st
24 to January 3rd, and that was it.
25 Paul Solis: Were you and you talked about Mr. Schwab’s message to you that there were
26 options in front of you. You could stay on-
27 Former Deputy COS: That was in October.
28 Paul Solis: Did you refuse those options in that meeting with him or that discussion
29 with him?
30 Former Deputy COS: No. I told him I needed time to think about it. I originally asked to give him a
31 decision post-Halloween or no post-Thanksgiving and he did ... he originally
32 agreed to that and then moved the timeline up but I had decided basically
33 within less than 24 hours that I was not going to go back.
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1  Paul Solis: Okay. So, you had never filed paperwork in late 2017 with House Payroll notifying them of your ending of employment with the House?

3  Former Deputy COS: No.

4  Paul Solis: You just stopped receiving a paycheck?

5  Former Deputy COS: Yeah.

6  Paul Solis: Did you at all inquire with the Office again about the status of your employment?

8  Former Deputy COS: He sent me an email saying that they weren’t that my … after … The original agreement was for me to receive payment until — full salary for six months until July 1 of 2017. Either late December or early January, he sent me an email saying that because of David’s changing budget needs, he can’t honor the agreement, and that I would be paid through January 3rd, and that would be the end of it.

14  At the time, my wife was in her third trimester. It was a very difficult pregnancy and every time I had an email receive from Oliver Schwab, I would talk to my wife, because we had that kind of relationship and it would shoot her blood pressure up and be dangerous for the baby. I just wanted it to end and so I said, “Fine. I will not seek any compensation.”

19  Jeff Brown: Did you maintain any of these documents related to your severance?

20  Former Deputy COS: Everything else was done through the House. I didn’t have access my House email post-Thanksgiving. I recently deleted … I guess, I kept seeing his name pop up in my Google searches, so I deleted everything, but that can probably be recovered, the last email that I got from him. That was before you emailed me. That was the last time, I think.

25  Jeff Brown: Did you want to ask a question about the severance?

26  Paul Solis: No. I think … You’ve given us the terms of the severance. It was that you were going to be paid through July of 2017 at your typical salary, your normal salary.

29  Former Deputy COS: Mm-hmm (affirmative).

30  Paul Solis: But that you would no longer be reporting to work anymore, right?

31  Former Deputy COS: Mm-hmm (affirmative).

32  Paul Solis: Your employment would be terminated or …

33  Former Deputy COS: I would be continuing to work as a need basis.

34  Paul Solis: Okay.
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1 Former Deputy COS: In the office.
2 Paul Solis: It was still an understanding you would be a House employee?
3 Former Deputy COS: Yes.
4 Paul Solis: At a reduced work hours?
5 Former Deputy COS: Yes.
6 Paul Solis: But there was no understanding between you and Mr. Schwab that you
7 would no longer be reporting at all to work?
8 Former Deputy COS: I think he was under the impression that I would get a new job really quickly
9 and he would never have to ever pay me any additional money, which was
10 my intention. I really wanted to be done, but ... But yeah, that’s ..
11 Paul Solis: Do you know if there was an official designation of the type of work category
12 you’d be in? It was leave with pay or ..?
13 Former Deputy COS: I don’t.
14 Paul Solis: Okay, We can move on, Jeff, if you like.
15 Jeff Brown: We’ve talked a little bit about your relationship with Oliver, in the office, Mr.
16 Schwab. What was your working relationship like with Representative
17 Schweikert?
18 Former Deputy COS: Excellent.
19 Jeff Brown: Can you talk a little bit about the working relationship that you had with
20 him? Sort of, what things you would directly report to him on?
21 Former Deputy COS: Oliver was technically my supervisor when I became the deputy chief of
22 staff, but for all intents and purposes, I was reporting to David on
23 everything, everything legislatively. I staffed him at committee. We had a
24 very good working relationship.
25 Jeff Brown: To what extent was Representative Schweikert aware of Mr. Schwab’s
26 continued threats to quit?
27 Former Deputy COS: I don’t think he was. He knew that Oliver had put in paperwork once to
28 leave, but I don’t think David was aware that Oliver was constantly teetering
29 back and forth on it.
30 Jeff Brown: How would you describe Representative Schweikert’s relationship with Mr.
31 Schwab?
32 Former Deputy COS: Dependent. Maybe even co-dependent.
33 Jeff Brown: What do you mean by that?
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1 Former Deputy COS: I think... I'm not a doctor, I think that David displays some signs of autism.
2 Jeff Brown: What do you mean Oliver got him elected the first time?
3 Former Deputy COS: I mean, Oliver was the campaign staffer. The story that I know is that they were in the car. Oliver was with Senator Toomey at the time, back when Toomey was running Club for Growth. David called Toomey, said, "I need to figure out how to win this campaign." Toomey said, "I've got this guy for you right now. He'll be there." And they won. They beat Harry Mitchell and David got elected. And so, when he won the campaign, I think he considered Oliver's campaign plan as what won him that campaign.
4 Jeff Brown: If it's okay, I would like to sort of take a step back a little bit, and talk a little bit more generally about the ways things operated in Representative Schweikert's office.
5 Former Deputy COS: Okay.
6 Jeff Brown: You can kind of talk through some generalities, and then I have some more specific questions along the lines of some of the stuff we were just talking about. Did you have occasion to travel while you were in Representative Schweikert's office?
7 Former Deputy COS: Yes.
8 Jeff Brown: Okay, how frequently?
9 Former Deputy COS: Once a quarter, maybe.
10 Jeff Brown: And generally, for what sort of purposes would you travel?
11 Former Deputy COS: Most of my travel was done to the district. I had maybe one or two over the course of the year to go outside the district to represent Schweikert in an official capacity a day he wasn't available.
12 Jeff Brown: How frequently do staffers travel to and from the district?
13 Former Deputy COS: Most staffers very infrequently, no more than once or twice a quarter. There were a few staffers that were from the district that would be more regular to go back and staff David on events. Oliver seemed like he was traveling most weekends to the district, at least every other weekend to the district.
14 Jeff Brown: And when you say weekends, what days are we actually talking?
15 Former Deputy COS: Last session day to the flying day. So if it's a four-day week and we ended on Thursday, Oliver would fly out Thursday or Friday morning and then come back before votes on the Monday or Tuesday, depending on which...
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1 Jeff Brown: Are you aware of what sort of role Oliver was playing while in Arizona for Rep. Schweiker?
2
3 Former Deputy COS: A little. He made a dual-hat role, both as the chief of staff representative for David, official business, and also doing fundraising.
4
5 Jeff Brown: Okay.
6
7 Paul Solis: He was a paid campaign employee?
8
9 Former Deputy COS: I did very little campaign work for him. I know very little about the ins and outs of the campaign.
10
11 Paul Solis: Are you aware if Oliver Schwab was a paid campaign employee?
12
13 Former Deputy COS: I am not.
14
15 Paul Solis: You do know that he did work for the campaign?
16
17 Former Deputy COS: I do.
18
19 Paul Solis: But whether or not he was compensated for that you do not know?
20
21 Former Deputy COS: I do not know.
22
23 Jeff Brown: You said Oliver would travel back and forth to the district with some degree of frequency. Who else would travel back? Specifically, who else would travel back and forth with frequency?
24
25 Former Deputy COS: Other than the member, no one else with frequency.
26
27 Jeff Brown: Can you walk us through the process by which a staffer, if they were traveling to another district, how would they arrange for travel out to the district?
28
29 Former Deputy COS: Usually book their own flights and then reimburse the flight.
30
31 Jeff Brown: How does the reimbursement process work?
32
33 Former Deputy COS: Book the flight, print the flight receipt, and then you look at the flight receipt and then you reimburse, the reimbursement process.
34
35 Jeff Brown: Who is the person that you’re going to to seek the reimbursements?
36
37 Former Deputy COS: When I was signing some budget documents it was both me with the second eye set of Mary O’Connor. I would not sign my own documents without another staff to look through anything that I was getting reimbursed on.
38
39 Jeff Brown: Who would have signed them for Mr. Schwab?
40
41 Former Deputy COS: Often me with Mary O’Connor also seeing.
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Jeff Brown: If Oliver was heading out to the district during one of those weekends, would you have conversations about what kind of work he was doing out in the district?

Former Deputy COS: Usually, yes.

Jeff Brown: You mentioned that he would staff David on both official and campaign-related issues.

Former Deputy COS: Mm-hmm (affirmative).

Jeff Brown: If there were campaign-related issues was there ever any discussion about whether or not the campaign would pay for the flight or the official MRA would pay for the flight?

Former Deputy COS: No. Most issues with the campaigns, they were either ... If he was doing campaign-related activities, they were either after-hours or on the weekend. He would be there for official business at least, basically a day and a half, two days, and if there was any sort of campaign event, it would not be the majority of his time there.

Jeff Brown: Did you have any concerns based upon the travel-related documents that you saw with the way in which Mr. Schwab was spending MRA funds to travel to and from the district?

Former Deputy COS: Not at the time. In hindsight, I felt there may...should have been more supervision of him.

Jeff Brown: What do you mean by that?

Former Deputy COS: I just ... I'm a very cover-your-butt kind of guy. I'm very familiar with your organization because when I was with John Carter, I learned all about the history of the OCE and how it was formed. He was my boss. I felt like I had to sign his documents. I didn't really think about it until after I left, that there was not enough overlap on activities and there should've been more.

Jeff Brown: To what extent was Representative Schweikert involved approving any of Mr. Schwab's travel?

Former Deputy COS: Almost none. I mean, other than him telling David "I'm coming to the District," David said ... or David telling him "Come to the District."

Jeff Brown: So the individuals that may have been involved with Oliver's travel to and from the District would have been potentially yourself, Mary, and maybe Representative Schweikert?

Former Deputy COS: Yeah, I'm sure I didn't sign every single reimbursement document. I'm sure if you look through, over the reimbursement documents, you'll find a Kelly Roberson or a Katherine Dinnenstein or maybe a Ryan White as well. But it was my standard operating procedure that at least two staffers, whether
that was me and Mary O'Connor or another staffer and Mary O'Connor, always saw the documents for reimbursement.

Jeff Brown: Were there any policies and procedures in place in the office relating to staffer travel to the District?

Former Deputy COS: No, not officially.

Jeff Brown: Okay. Unofficially?

Former Deputy COS: I wouldn’t say unofficial. I mean, other than “You need to go to the District, go to the District for these meetings.”

Jeff Brown: Yeah.

Paul Solis: Your policy that you just talked about of having at least a couple staffers look over reimbursement request documents, that also applied to Mr. Schwab’s reimbursement requests?

Former Deputy COS: Yes.

Paul Solis: So he would have two independent people look over his documents?

Former Deputy COS: I would always look at and Mary O’Connor would always look at it.

Paul Solis: And when you talked about your policy, you sort of developed that method or was that-

Former Deputy COS: That was my … yeah, that was my method.

Paul Solis: Okay. And Mr.-

Former Deputy COS: For reimbursements.

Paul Solis: And Mr. Schwab sort of acquiesced or agreed to that-

Former Deputy COS: Yeah.

Paul Solis: That method?

Former Deputy COS: Yep.

Jeff Brown: Would you and/or Mary have been raising any issues that you did see?

Former Deputy COS: Yes.

Jeff Brown: Okay. Do you know if either yourself or Mary ever raised any issues with any MRA-related disbursements?

Former Deputy COS: The only two I can think of were a Dyson fan for Oliver’s office and the standing desks, both of which Mary said “If these get kicked back, you need to pay out of pocket.” And that’s it.
1 Paul Solis: And this policy, again, you have of two independent staffers looking at the documents, how long was that in place?

2 Former Deputy COS: For the entire time that I was signing the budget documents.

3 Paul Solis: How long were you signing budget documents?

4 Former Deputy COS: I believe December of 2014.

5 Paul Solis: Until the end of year-

6 Former Deputy COS: Yeah.

7 Paul Solis: - employment?

8 Former Deputy COS: Until I left the office on the Monday before Thanksgiving of 2016.

9 Paul Solis: Why didn't Mr. Schwab, as chief, take on the budget responsibilities? Was that a decision by-

10 Former Deputy COS: I asked to take on the budget responsibilities. At one point in time, he said "The budget's killing me," and I said "I'll do the budget." I wanted the experience.

11 Paul Solis: And this is with Mr. Schwab, you had this conversation?

12 Former Deputy COS: Yes.

13 Paul Solis: Okay.

14 Jeff Brown: When staffers travel out to the District Office, is there a hotel that they would ordinarily stay in?

15 Former Deputy COS: I almost always stayed at the Scottsdale Plaza because it was pretty cheap and it's close to the District, or close to the District Office. Oliver almost always stayed at this okay Hilton Garden Inn. I'd stayed there once I think, and I did not care for it.

16 Jeff Brown: Are both of those hotels close to the District Office?

17 Former Deputy COS: Yes, within 10 minutes I think.

18 Jeff Brown: Would you need to rent a car in order to get from the closest hotel to the District Office?

19 Former Deputy COS: Oh, I don't think there's any hotel close enough to the District Office that you could just walk to.

20 Jeff Brown: So it was standard practice, if anyone was traveling to the District, to rent a car?

21 Former Deputy COS: Yes.
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1 Jeff Brown: Can you walk us through who the primary staffers are out in the District?
2 Former Deputy COS: Kevin Knight, Ernestina Borquez-Smith are the only two that I know of that
3 are still there.
4 Jeff Brown: Can you tell us a little bit about their roles?
5 Former Deputy COS: Kevin is ... I like to call him the heart, David's heart. He's a former
6 legislative ... or, sorry. He's a former Minnesota Congress ... State House
7 Representative. He takes the hard meetings in the District, you know, the
8 meetings that most people end up crying in. Ernestina is the ... I don't mean
9 like ... I mean like the heartstring meetings, the ALS, the Dreamer kids, the
10 those types of meeting where it's ... you want to be able to be helpful. Kevin
does a better job, or at least in the District, does a really good job at
12 interacting with them. Ernestina, she is a bit of a catchall in the District. She
13 also is the head case worker. In my opinion, there's no one better.
14 Jeff Brown: What sort of relationship does Oliver have with Kevin Knight?
15 Former Deputy COS: I would assume he has a good relationship. We were all very close for almost
16 six years.
17 Jeff Brown: You said Kevin is a bit of a mentor to you-
18 Former Deputy COS: Yes.
19 Jeff Brown: Can you just elaborate on how that relationship developed?
20 Former Deputy COS: Kevin and I started ... My very first trip out to the District, which ... I cannot
21 remember if it was in 2011 or 2012, but I was there for an entire week.
22 Kevin just kind of sat down and said “Here's how my life has been. I started
23 as a salesman and ran for politics. Came here to retire, got with David. Here
24 are the conservative things that I believe and how you should live your life,”
25 and I went to church with Kevin when I was down in the District. He's an
26 older guy who has a good head on his shoulders.
27 Jeff Brown: When you would travel to and from the District, how does one keep track of
28 expenses?
29 Former Deputy COS: Receipts.
30 Jeff Brown: And how does a staffer go about getting reimbursed for their expenses in the
31 District?
32 Former Deputy COS: Standard House expense report form.
33 Jeff Brown: Who do those flow through in Representative Schweikert’s office?
34 Former Deputy COS: If it was me traveling, I would show Oliver and one other staffer and Mary
35 O’Connor. If it was another staffer, they’d go to Oliver then to me and then to
36 Mary O’Connor.
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Jeff Brown: Okay. Were there any office policies or procedures or guidelines on amount
of money that could be spent on accommodation, travel?

Former Deputy COS: Try to keep it as ... Wherever you're staying, try to get a government rate,
cheaper than $150 a night. Get the cheapest car you can find within 4 or $5.
For me and the instructions that I gave to my staff was if your meals are
office-related, you can reimburse them. If you're going to go out and have
drinks and just have a good time, then no.

Jeff Brown: Switching gears a little bit, office supplies. If you're a staffer in
Representative Schwellert's office and you need office supplies, how do you
go about procuring those office supplies?

Former Deputy COS: Well, if it's an immediate need, typically would use the office supply store in
the House. Some of those items are really expensive. If it was power cords
and things like that, you'd order them on Amazon usually; for me and the
other staffers. Anything that you couldn't get in the office ... Anything that
you couldn't get in the supply store or was exuberantly expensive in there, it
would go through Amazon.

Jeff Brown: Is there an individual in the office who's primarily responsible for ensuring
that the office has all the office supplies that it needs?

Former Deputy COS: I would say for the most part, staff would say "I need to go downstairs and
get pens," or "I need this." Most of the Amazon supply purchases, I would
say, directly from the lower level staff, would come through me.

Jeff Brown: Is there any sort of office policy or procedure on office supplies?

Former Deputy COS: You know, not ... Be reasonable.

Jeff Brown: Does Representative Schwellert have any involvement in-

Former Deputy COS: No.

Jeff Brown: ... the office supply purchases?

Former Deputy COS: None.

Jeff Brown: Switching gears again, I'd like to talk a little bit about education. Are staffers
in Representative Schwellert's office reimbursed for educational
coursework of any kind?

Former Deputy COS: Yes. I mean, they paid for ... The House reimbursed my education for my
federal student loans.

Jeff Brown: How about outside of repayment for student loans? Are individuals
permitted to take coursework while they're staffers?

Former Deputy COS: No one during my time there did that. I don't ... that I ever remember signing
a reimbursement for.
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1  Jeff Brown: Okay. Are you familiar, excuse me, with the Naval War College?
2  Former Deputy COS: I am.
3  Jeff Brown: It seems to be a popular place for folks in Representative Schweikert’s office
to take courses. Can you elaborate on that?
4  Former Deputy COS: I believe that Katherina Dimenstein and Ryan White were both trying to get
master’s degrees from there. As Congressional staffers, I believe ... I was
under the impression it was free.
5  Paul Solis: Why do you have that impression?
6  Former Deputy COS: That’s what I was told by them, and I had no reason not to believe them. I’ve
heard lots of people talk about the Naval War College for the most part being
free for Congressional staffers.
7  Jeff Brown: Do you know if their courses are online or in person?
8  Former Deputy COS: No idea.
9  Paul Solis: Do you recall Oliver saying that he took courses there?
10 Former Deputy COS: I don’t think so.
11 Paul Solis: Or did anybody talk about Oliver taking courses there?
12 Former Deputy COS: I don’t think so.
13 Jeff Brown: I’m going to hand you just a couple documents and feel free to flip through
them -
14 Former Deputy COS: Okay.
15 Jeff Brown: I really just have a couple very brief questions -
16 Former Deputy COS: Okay.
17 Paul Solis: And, you know, he’s not the author of these-
18 Jeff Brown: Correct.
19 Paul Solis: ... documents. You didn’t create the documents, at least as far as we
understand it. It’s just more of a refresher to get your eyes on an item on a
piece of paper that maybe you can help answer Jeff’s questions.
20 Former Deputy COS: Okay.
21 Jeff Brown: Can you just generally describe for me what this document is?
22 Former Deputy COS: It looks like a current commercial reimbursement for travel. And it looks like
they’ve almost all flights. Yeah.

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1 Jeff Brown: I should say for the record too, the Bates range on this document is
2 CAO_0085 through 10. On the first page, so CAO_0085, is that Representative
3 Schweikert’s signature?
4 Former Deputy COS: No.
5 Jeff Brown: Whose signature is that?
6 Former Deputy COS: That’s mine.
7 Jeff Brown: I’m handing you one other document. This is CAO_0011 through 26. Same
8 question, just what is this?
9 Former Deputy COS: It looks like a reimbursement for a trip. I’m not sure what the telecom ... I
10 don’t remember the telecom one was for, but the rest of it looks to be, time
11 frame, maybe the Super Bowl trip.
12 Jeff Brown: Is that your signature on the first page of this document?
13 Former Deputy COS: Yes.
14 Jeff Brown: And just one final document here. This is CAO_0062 through 76. What is this
15 document?
16 Former Deputy COS: It looks like office supplies reimbursement.
17 Jeff Brown: Okay. Whose signatures are those on the front, if you’re aware?
18 Former Deputy COS: That’s Ashley Sylvester’s. That one, I don’t know.
19 Paul Solis: It looks like it possibly could be ... the first name there could be David. Under
20 it is member/chairman/officer/other approver’s signature. Do you recall if
21 that looks like Representative Schweikert’s signature?
22 Former Deputy COS: I don’t think so.
23 Paul Solis: Okay.
24 Jeff Brown: Is Representative Schweikert generally or ever involved in signing these
25 sorts of reimbursement forms?
26 Former Deputy COS: No.
27 Jeff Brown: Okay. When there is a document that calls for a
28 member/chairman/officer/other approver’s signature, who is generally
29 signing those documents?
30 Former Deputy COS: Often it was me, as in the case of these first two, with two other people
31 viewing it before I would sign it. But this one, I don’t what the ... I don’t
32 remember seeing that one.
33 Jeff Brown: Does representative Schweikert keep a stamp-
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1 Former Deputy COS: Yes.
2 Jeff Brown: ... of his signature? Okay.
3 Former Deputy COS: Yes.
4 Jeff Brown: And what is that stamp used for?
5 Former Deputy COS: I don’t recall anyone ever stamping a reimbursement. It’s usually for like signing letters to other members. It is not his signature on that, on that stamp though.
6 Jeff Brown: I want to make sure that I understand this. For MRA-related disbursements, Representative Schweiker is generally not a signatory to any of those documents?
7 Former Deputy COS: Yes, correct.
8Jeff Brown: With these documents in front of you, can you help again just ... I know we’ve talked about this, but if you can walk us through the process by which somebody is going to get reimbursed for office supplies or travel ... Can you walk us through that with reference to these documents? How does the process work in Representative Schweiker’s office?
9 Former Deputy COS: It looks like this is the government card, so ... Actually, I don’t know if it is or if it’s his card. It’s been a long time. But typically, you would print out the, at least at the time ... And this may have been the one that kind of triggered my whole receipt thing. I would only do receipts if they had printouts of the flights. But, if I remember correctly, but you’d submit your flight. This is a little out of the typical norm as far as what the ... of the signature.
10 Jeff Brown: Just for the record, you’re referring to the document-
11 Former Deputy COS: 005.
12 Jeff Brown: Thank you.
13 Former Deputy COS: But it looks like they’re all flights to and from Phoenix. It could be member travel or David travel or both of them together. Since it looks like it is all flights, that may have been why. Everything else, you would provide Amazon printouts, receipts of what you ordered to be reimbursed. We’d go through those, and if they were office appropriate, you would sign them.
14 Jeff Brown: And then after these documents were signed and they’re compiled with receipts, where do these documents go?
15 Former Deputy COS: I kept a bunch in a filing cabinet in my desk. Anything that I signed, I kept for myself a copy. I turned those back in when I left.
16 Jeff Brown: Aside from the copy that you kept, where would the originals go?
1 Former Deputy COS: Well, so the originals would be turned in by Mary O'Connor. I thought they
2 were copies coming back to me but they may have been the originals that
3 came back after she processes them.
4 Paul Solis: But where is she taking them to?
5 Former Deputy COS: Oh, to just the reimbursement ... the-
6 Paul Solis: So House -
7 Former Deputy COS: The House-
8 Paul Solis: [inaudible crosstalk 00:48:04]-
9 Former Deputy COS: Yes.
10 Jeff Brown: Did Mary have an official title in the office?
11 Former Deputy COS: I don't remember what her official title was, but she is a reimbursement
12 contractor essentially and works for several offices.
13 Jeff Brown: If you had to describe what Mary did on day-to-day basis, how would you
14 describe that?
15 Former Deputy COS: She would come in. She'd meet ... pay the bills, anything that we had that
16 came in, any sort of bills that she had pay ... that needed to be paid. She
17 would pay the bills. If we have any reimbursements, she would look over the
18 reimbursements with me and then process them.
19 Paul Solis: You want to ask about ... He mentioned a Super Bowl trip.
20 Jeff Brown: I do want to ask you about that.
21 Former Deputy COS: I figured you would.
22 Jeff Brown: What can you tell us about that trip?
23 Former Deputy COS: I was-
24 Paul Solis: First of all, you called it the Super Bowl trip, so why do you call it the Super-
25 Former Deputy COS: Because it was the weekend of the Phoenix Open and the Super Bowl. It was
26 also the Super Bowl ... They called it the Super Bowl trip in that article.
27 Paul Solis: Okay.
28 Jeff Brown: And by the article, you are referring to-
29 Former Deputy COS: The Examiner article.
30 Jeff Brown: Thank you. What can you tell us ... Well, I should actually ... When did you
31 first read the Examiner article?
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Former Deputy COS: It was kind of interesting. I started getting texts and phone calls, "Let's do lunch." On November 5th from former staffers or other people on the Hill, it was like "Okay, let's do lunch." Then finally one of the former staffers said "I can't believe you went to the press on this," and I was like... I had no idea that this article was coming out, and I did not talk to the press so I was just as surprised as anyone else on that. But when I read that, I assumed at some point you all would be calling me.

Jeff Brown: Aside from what you've read in the Examiner article, what firsthand knowledge do you have about Mr. Schwab's trip to Phoenix?

Former Deputy COS: As far as I know, it was a mix-use trip with probably I would say more official business than unofficial. He did go to the actual Super Bowl but because of the two week weekend... or the weekend that was there, it was both the Phoenix Open and the Super Bowl. I remember at one point in time, he told me everything that he was doing that was officially related. And I... as lodging if I remember correctly, it was the standard Hilton that he had already stayed... always stayed in. So other than the cost which as someone who had just done the budget was really frustrated with, but I had no reason to believe that he had gone off the reservation on that trip as far as ethics is concerned.

Jeff Brown: What sort of official activities do you recall him telling you that he was doing?

Former Deputy COS: I think and again this is two years... two years now, no three years, I know he was taking office meetings. I know he was in the office really early every day he was down there and working out of the District office. I believe he took some site tours and some other things, and you know, he also went to the Super Bowl and I believe that was at least one fundraiser that was down there, No, I think... a McCarthy fundraiser I think.

Jeff Brown: Let's take some of that one at a time. How would you be aware of what official activities he was doing aside from him telling you?

Former Deputy COS: That would have been it.

Paul Solis: When you said he was in the office early, and do you know that by emails he was sending or by phone calls he was making?

Former Deputy COS: I believe he did call me once from the office number and I just... I vaguely remember him saying... I asked him, "Why are you calling me from the District office this early," and he's, "I'm working."

Jeff Brown: Okay. And you said he was in the office every day he was there during that trip?
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Former Deputy COS: I actually don't know that for sure. I would ... he claimed to be in the office
every day and he never gave me a reason to believe when he was in the
office that he wasn't in the office, that he said that he was in the office that he
wasn't in the office.

Jeff Brown: Let's break some of this down. You said he attended the Super Bowl. How do
you know that?

Former Deputy COS: There were pictures on Facebook and he told me he was going to go to the
Super Bowl.

Jeff Brown: Okay. Do you know if he attended the Super Bowl with anyone?

Former Deputy COS: His wife and David.

Jeff Brown: Are you aware-

Paul Soltis: And that's Representative Schweikert?

Former Deputy COS: Yes, sort of.

Jeff Brown: Are you aware of any other activities that he partook in on Super Bowl
Sunday?

Former Deputy COS: No.

Jeff Brown: You mentioned the Phoenix Open. Did Oliver attend the Phoenix Open?

Former Deputy COS: I do not know.

Jeff Brown: Okay. Is the Phoenix Open an event that Representative Schweikert or other
staffers have attended in the past?

Former Deputy COS: I don't know.

Jeff Brown: Aside from the Super Bowl, what other-

Former Deputy COS: I will say this about the Phoenix Open. I do know that that particular time of
year is ... or with the Phoenix Open, every year has been, you know, you go
out there, you take meetings, you show people around the District because it
is a busy ... lots of people fly in and want to talk to the member that
represents. But I don't know if they ever attended the actual event.

Jeff Brown: And are those events campaign related or official?

Former Deputy COS: I am unaware of any campaign-related events to the Phoenix Open. I would
... the ones that I can think of are site tours and things like that, typical
official-type business.

Jeff Brown: Aside from the Super Bowl, what other activities do you know that Oliver
Schwab attended during that period?
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Former Deputy COS: I don't remember.

Jeff Brown: You said that you saw photos on Facebook. Do you remember seeing any photos besides Super Bowl pictures?

Former Deputy COS: I don't remember any other about the Super Bowl pictures ... other than the Super Bowl pictures and I am no longer friends with Oliver on Facebook.

Jeff Brown: You mentioned his wife was out in Arizona at the time. How do you know that?

Former Deputy COS: I think she was in there in the pictures with him. I'm not sure they were married yet. I don't remember exactly when they got married.

Jeff Brown: Did staffers in Representative Schweikert's office, when they traveled to the District, was it common or did it ever happen that they would travel with significant others?

Former Deputy COS: I don't-

Jeff Brown: And I don't mean to suggest that official funds would be used to pay but-

Former Deputy COS: No, I don't think so. Not typically. I-

Jeff Brown: So-

Former Deputy COS: I never went with my wife the entire time I was with David.

Jeff Brown: So, aside from what we'll call the Super Bowl trip in 2015, you're not aware of Oliver's wife ever being out in the District when he was there for either official or campaign-related business?

Former Deputy COS: I think there were times that she was working for the NRCC, where she would be out there ... she was an employee of the NRCC at one point in time in that region. So, she may have been out there with him. I don't remember the exact timeframe and there was a period where she was unemployed, so she may have been out with him. I don't remember any specific times.

Paul Solis: Were you the one who looked at reimbursement receipts after that trip?

Former Deputy COS: I was.

Paul Solis: Did you notice anything you felt to be not official or did you reject any requests for reimbursement?

Former Deputy COS: No, other than I can't believe you just busted a hole in my budget, but no.

Paul Solis: So, you felt that the costs were high?

Former Deputy COS: Yeah, but not unreasonable based on the weekend that it was there and looking at some of the ... I did ... I don't remember if I looked before or after
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1 for hotels on my own. I just remember it being really expensive to go out to
2 Scottsdale that weekend.
3 Paul Solis: Okay. Did ... were there any reimbursement requests for Mr. Schwab's wife
4 in any capacity?
5 Former Deputy COS: No, not that I know of.
6 Jeff Brown: How about family members? His mother or his brother?
7 Former Deputy COS: Out to the District for reimbursements, no. I can't say for certain whether or
8 not there was any time that they were out there with him. I'd never
9 processed any reimbursements for them.
10 Jeff Brown: If Mr. Schwab indicated on a reimbursement that he was having a meal with
11 constituents, would you ask questions about who those constituents were?
12 Former Deputy COS: Not typically. He didn't ... no, not typically.
13 Paul Solis: You mentioned something about a McCarthy fundraiser that weekend if I
14 recall.
15 Former Deputy COS: I think there was an NRCC fundraiser at some point in time over the course
16 of that weekend that McCarthy was there.
17 Paul Solis: And that's because you ... well, how would you become aware of that or how
18 did you become aware of that?
19 Former Deputy COS: I mean Kevin McCarthy was in the photos I think of the Super Bowl at some
20 point in time and there was a lot of chatter in the office. It was common
21 knowledge on the Hill that they were going to have an event out in Phoenix
22 for the NRCC that weekend.
23 Jeff Brown: You mentioned Oliver expressing some frustration over the Kevin McCarthy
24 related fundraiser. Can you elaborate on that?
25 Former Deputy COS: It ended up not being a fundraiser and actually now that I think about it, the
26 Friday before the second incident which would have been in October of
27 2016, where Oliver yelled at me for an hour and a half on the phone, Kevin
28 McCarthy air-dropped a, you know, there were some ... they were doing one
29 thing and Kevin McCarthy called and said, "I want to do a Valley Fever event
30 instead." And in two days we put together a Valley Fever event.
31 Jeff Brown: What's a Valley Fever-
32 Former Deputy COS: I'm sorry, Valley Fever is a fungus that is common in Arizona and Southern
33 California that kills people. It's a fairly ... it's very common. Pretty much
34 everyone gets it but it can basically cause you to rot from the inside out if
35 you get a severe case of it. There's not a lot of studies done. David and Kevin
36 McCarthy joined together to do ... to start the Valley Fever caucus and work
towards, you know, trying to get the NIH to fund a cure. There was no ... as
far as my awareness was concerned, there was never a fundraiser, any sort
of campaign aspect to the Valley Fever caucus or any Valley Fever event.

Jeff Brown: Before we leave this topic, are you aware of Oliver Schwab and his wife
attending a basketball game of any kind over Super Bowl weekend?

Former Deputy COS: No.

Paul Solis: You mentioned, that same weekend, we asked you about the McCarthy
event, you said there was discussions in the office about an NRCC ...

Former Deputy COS: No, not within the office. It was just on the hill, people knew there was going
to be an NRCC event.

Paul Solis: That Superbowl weekend ... 

Former Deputy COS: Yep.

Paul Solis: And you saw, did you see pictures of that event?

Former Deputy COS: Not of the event, I just saw pictures of Kevin McCarthy there.

Paul Solis: Okay, Do you know if Representative Schweikerlert, or Oliver Schwab ... Do you
whether they attended this event?

Former Deputy COS: I would assume they did, I do not know for certain.

Paul Solis: Why would you assume that they would?

Former Deputy COS: It's the leader, if the majority leader was there doing a fundraising event,
David and Kevin McCarthy are close. I would make the assumption that he
was there if there was an event. I almost guarantee you that I would be right.

Paul Solis: And the same would go for Oliver's attendance?

Former Deputy COS: If David was going to an event and Oliver was in the district, then Oliver
would also attend the event.

Jeff Brown: We've talked about this, but I want to ask it again. Do you have any concerns
about any sort of office supply purchases that Oliver made during his tenure
as Chief of Staff?

Former Deputy COS: Not directly, and there was nothing ... Oliver and I got into it multiple times
over the Byson fan that he bought for the back office, which was reimbursed.

It did go through Office of Payroll, Mary I believe flagged it and said, "Is this
okay?" I don't remember what it was, but I brought that up regularly, about
how I thought that was a waste of money. And he did not appreciate that, but
I continued to rib him about it.
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Other office supplies, I have no indication that he bought anything that he
used at home, or didn’t bring anything into our office or the Arizona office.

Did staff use Apple products?

Yes.

I’m going to show you two documents, CA0_0634 and CA0_0549.

Do the products listed on these pages, do these appear to be products that
would’ve been used in the office?

Yes.

How would those have been used in the office?

Oliver spoke almost exclusively on his Apple ... sorry, on his iPhone, and he
would go through headphones like crazy. He would go through them a lot,
and so I would imagine that he got sick one day, or sick of having the ones
break and bought a whole bunch.

How about the digital adapters?

I do not know about the HDMI or lightning adapters, but it would not be out
of the realm to want to use them to put them out of display, that wouldn’t
flag my concern.

We’ve talked a little bit about education already. Are you aware of any
educational courses that Oliver took while Chief of Staff, for Rep.
Schweikert?

I think he was doing a Harvard Business School enrichment, I don’t
remember ever being asked to sign a reimbursement for that.

Besides Harvard, how about any other institutions?

No.

Do you recall ever hearing anything about him taking coursework at
Stanford?

No.

How about Johns Hopkins?

No.

The Naval War College?

No. Maybe the Naval War College, I don’t remember him talking much about
it, but he may have mentioned something about wanting to do coursework
over there, or him talking about how it was a great thing with Kat or Ryan.
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1 Jeff Brown: If he was going to be reimbursed for coursework, who would’ve signed the paperwork for those reimbursements?

3 Former Deputy COS: I would think it would have been me and Mary. Me with Mary looking over. I don’t remember ever seeing that.

5 Jeff Brown: Okay.

6 Former Deputy COS: Are you familiar with the Casey Family Foundation?

7 Jeff Brown: I don’t think so.

8 Former Deputy COS: Are you aware of Oliver’s involvement in any sort of family foundation?

9 Former Deputy COS: He does have a family foundation, I don’t know ... I thought it was a Schwab family foundation, but if it’s a Casey family foundation that’s possible.

11 Jeff Brown: What do you know about that family foundation?

12 Former Deputy COS: That he’s on the board, and that’s about it.

13 Jeff Brown: What’s the purpose of this foundation?

14 Former Deputy COS: I don’t know. He and I didn’t talk about it.

15 I wanted to bring something up which made the interactions that I had before I left his office so stunning. He knew that my wife was pregnant, my wife was considering leaving her job to stay home with our kids. I shared that information with him, told him we were looking at buying a new house.

18 I shared that information with him, told him we were looking at buying a new house, and he said, “My foundation could provide a bridge loan for you and your family if you needed to get your new house and didn’t have time to sell your old.” I found that to be nice but strange, and did not take him up on the offer.

22 Jeff Brown: Did you have any other discussions about what type of work the foundation did?

24 Former Deputy COS: No.

25 Jeff Brown: Do you know what his role was at the foundation?

26 Former Deputy COS: I really don’t. I know it existed, and I’m sure we had conversations about it, I don’t recall it being relevant or significant.

28 Jeff Brown: So aside from how Oliver is compensated for his work as Chief of Staff on the Hill, aside from his compensation that he receives directly from House of Representatives, are you aware of any other income streams that Mr. Schwab has?

32 Former Deputy COS: No.

33 Paul Solis: That foundation, do you know if he’s paid by the foundation?
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1 Former Deputy COS: I do not know.
2 Jeff Brown: Does the company Chartwell Associates, or Chartwell LLC, does that mean anything to you?
3 Former Deputy COS: He has a company named Chartwell, I think at one point in time, he may have formed it when he did – when he branded David’s Super PAC, that may have been the name he called it. He had it, but I’m unaware of anything business-related that Chartwell ever did, other than… In the back of my mind, it sticks that it may have been the name of the company that he did the Super PAC against Ben Quayle.
4 Jeff Brown: Are you aware of any of the political consulting work that Oliver does for Representative Schweikert?
5 Former Deputy COS: No. I had very little to do with the campaign side.
6 Jeff Brown: What do you know about the campaign work that Oliver does?
7 Former Deputy COS: I would have never even considered Oliver to be a political consultant for David based on my knowledge. Chris Baker, I always thought was David’s political consultant.
8 Jeff Brown: Why do you say that?
9 Former Deputy COS: Cause David has referred to Chris Baker as his political consultant, Oliver’s referred to David as his political consultant.
10 Jeff Brown: Why would you say that Oliver is not somebody that does political consulting work for Representative Schweikert?
11 Former Deputy COS: The relationship that he had with David as far as campaign, seemed to have been as similar as the other office that I worked for, so it just didn’t seem like political consultant was what I would call him.
12 Jeff Brown: Are you aware of whether or not Miss Schwab received any sort of monies from the campaign committee or the PAC?
13 Former Deputy COS: I am not.
14 Paul Solis: I had asked you this question earlier, whether or not Mr. Schwab did work for Representative Schweikert’s campaign committee, and you did confirm that you knew that he did do work for the campaign committee. You just didn’t know whether or not he was compensated for that work. Is that right?
15 Former Deputy COS: I wouldn’t have called him a political consultant, is what it comes down to. I know he did campaign work, I wouldn’t have called him a political consultant. I am unaware of any third party relationship that he has business-wise.
Paul Solis: I just want to confirm with the work, and that word can be sort of broad, but you do have knowledge that he provided services, or did do work, for Representative Schweikert’s campaign committee. Whether it’s on a political consultancy basis, that’s a different question.

Former Deputy COS: He raised money for David.

Paul Solis: Right, Okay.

Jeff Brown: Do you know if Oliver Schwaab has any real estate or rental property investments of any kind?

Former Deputy COS: I believe he has some sort of family compound thing in Michigan, and I believe he owns a house in, or he did at one point in time, own a house in Arlington or Alexandria or the one right across the way. At one time I know he was exploring rental properties but, I’m not aware of anything beyond those two properties.

Jeff Brown: Have you ever heard of a company called Pinkham Management?

Former Deputy COS: No.

Jeff Brown: How about Allerton Property Management?

Former Deputy COS: No.

Jeff Brown: Health and Wellness Partners?

Former Deputy COS: No.

Jeff Brown: Marcos Lopez, ever heard of Marcos Lopez?

Former Deputy COS: No.

Jeff Brown: Jim Hamilton?

Former Deputy COS: I have heard of Jim Hamilton.

Jeff Brown: Who’s Jim Hamilton?

Former Deputy COS: I thought he did work for Uber, maybe. It may have been Uber, or Phoenix Raceway.

Jeff Brown: Do you know if Oliver Schwaab has any sort of income related to any of these rental properties or real estate investments?

Former Deputy COS: No.

Jeff Brown: How about the company, Bristol Consulting? Does that mean anything to you?

Former Deputy COS: No.
Jeff Brown: Are you aware of whether Oliver Schwab’s wife has a consulting company of any kind?

Former Deputy COS: No.

Jeff Brown: What can you tell me about Oliver Schwab’s wife being hired as a temporary employee in Representative Schweikert’s office?

Former Deputy COS: I don’t... I can’t remember if they were married yet or just engaged. It was to do payroll processing. I was not necessarily comfortable with that arrangement, and told Oliver, counseled Oliver to get approval from Ethics... He claimed that Ethics said it was fine.

Jeff Brown: What made you uncomfortable?

Former Deputy COS: I mean, it’s a relationship that processes money, and I was... After he got approval and confirmed that I would be signing any reimbursement approvals, I said okay.

Paul Solis: Did you see a letter from the Ethics Committee, or any emails or any documentation?

Former Deputy COS: I did not.

Paul Solis: It’s just his statement to you, it was approved?

Former Deputy COS: Yes.

Jeff Brown: Were there ever any other instances that you’re aware of that Oliver would seek approval for any activities from the Committee on Ethics?

Former Deputy COS: He did, I mean, anything specific no, he did fairly regularly say that if there’s any question that you have or something you’re doing, call Ethics first.

Jeff Brown: Do you know if he sought Ethics Committee advice on anything related to the Super Bowl trip?

Former Deputy COS: I do not.

Paul Solis: I just want to very briefly return to the question of Mr. Schwab’s work for Representative Schweikert’s campaign committee. In the last series of questions you said that he raised money for Representative Schweikert in a sort of fund raising capacity? Aside from the fund raising capacity, are you aware of any other work that he performed for Representative Schweikert’s campaign committee?

Former Deputy COS: No, I do not.

Paul Solis: Okay.
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1. Former Deputy COS: That is the reason why I would qualify him, I would not have qualified him as a political consultant.

2. Jeff Brown: Is there anything that we haven’t talked about or haven’t asked you about that you think is relevant, in light of the things we’ve discussed today?

3. Former Deputy COS: I have always thought that Oliver is pretty good with ethics with a capital E. I had no reason to distrust him during my time with David up until the very end, when he completely went off the rails. I would say that Oliver was a close friend for the entire time that I worked with David. He seemed to never want to actually step over the line. He seemed to be very... He had no desire to step over the line, and I had no reason to believe that... He never gave me any indication that he would try to step over the line. In hindsight, I would have done things differently, and if I ever go back to the Hill in a capacity as a chief or a budget director for an office, I will do things differently, but it’s hindsight. At the time I had no reason not to trust David.

4. Jeff Brown: Specifically, what would you have done differently in Representative Schwellert’s office?

5. Former Deputy COS: I would have required more documentation for reimbursements, who were you having dinner with things like that. If for no other reason than, it protects you as the employee.

6. Jeff Brown: Would it have been common practice for mixed purpose-related trips to have consulted guidance from the ethics committee?

7. Former Deputy COS: I never had a mixed purpose trip. That’s not true, I had one that was an after-hours fundraiser with Lamar Smith. I was not required to attend, I chose to attend and that was not the reason I went out, it just happened to be at the same time. And so no, I didn’t consult with them because the reason I went out there was to staff a field hearing for the House science space and technology committee on waters of the US.

8. Jeff Brown: Is there anyone else who you think it behoove the OCE to talk to about things we discussed today?

9. Former Deputy COS: If you haven’t talked to Kevin, then you should talk to Kevin. Mary O’Connor, if you haven’t talked to Mary O’Connor. April, and I don’t remember her last name.

10. Jeff Brown: Who is April?

11. Former Deputy COS: She was before Mary she was our finance reimbursements person. She was hired by Matt, not by Oliver, stayed after Matt left, and then fired us after Oliver said he was leaving. The first time, when he actually had paperwork, I just don’t want to train anyone new because she was maxed out on offices. I mean other than that, I don’t think so.
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Paul Solis:  Just going back to the article in the Examiner, it discusses several aspects of
Oliver Schweb's time in the office and then his potential work with the
various political committees and campaign committees, the office supply
reimbursements and educational reimbursements. So although we've talked
a bit about this stuff and your knowledge of it, I mean when you read this
article, how much of it did you feel was accurate and how much did you just
have no awareness of, and what was your response to it?

Former Deputy COS:  The supplies, there were times I thought he was buying too many supplies.
Again Mary O'Connor to caution was doing the same thing, slow down on the
supplies, quit burning stuff.

Paul Solis:  The article mentions $20,000 does that seem like a-

Former Deputy COS:  Over the course of the entire ... Over the course of six years, that seems like it
could be possible.

Paul Solis:  Okay. The $5,000 for the Super Bowl trip weekend, does that seem?

Former Deputy COS:  Yeah, no I mean, I saw the reimbursement but I had no reason to think that
he misrepresented what he was doing out there to me.

Paul Solis:  So that figure seems right?

Former Deputy COS:  Mm-hmm (affirmative). Yeah.

Paul Solis:  And you mentioned the hotel was expensive during that weekend. All hotels
in the area were expensive during that weekend. So $4,000 total you recall a
number like that?

Former Deputy COS:  Yeah, that seems about right.

Paul Solis:  Okay. The article also talks about the potential mixed purpose nature of the
trip and that Mr. Schweb had given a statement to the Examiner about
tickets being paid for by the McCarthy Victory Committee to the golf
tournament potentially others, you know, you said that you were aware of
him being in the office and he was doing official work during that time. Did
you think any way about the trip in hindsight?

Former Deputy COS:  No. I mean, it looks bad. And in hindsight, maybe he shoulda gotten the
campaign to pay for it but again, when you're on your own time you're on
your own time. I felt like Oliver probably spent the proper number of work
hours actually doing official business while he was down there.

Paul Solis:  Okay. And that's as-

Former Deputy COS:  As I remember it.
Paul Solis: You’re someone that reviewed the reimbursement requests after the fact. And we’ve asked you about his potential work with the campaign committee or the Friends of Schweikert PAC and payments to Chartwell or directly to Mr. Schwab himself. You know the figures in the article are $164,000 from the various campaign committees of Representative Schweikert.

Does that number say anything to you? Do you recall any discussions you had with him?

Former Deputy COS: When I read the article, the supplies, the Super Bowl trip, my thoughts were those look bad, but I think they’re fine. Just as my relationship with him, I didn’t think anything of those based on the amount of work that I knew that he was doing and there were times he was not studious with supplies, it seemed like he made basically writing with a pen once and then lose it and go have to buy new pens. I mean, that’s kind of how he’s a very flighty guy when it comes to that type of stuff, I was shocked by the campaign stuff. I was unaware completely and I told that to Kate. Kate is my wife by the way, I told my wife I was very surprised by that.

Paul Solis: And then $7,000 or approximately $7,000 for these courses, Harvard, Stanford-

Former Deputy COS: I don’t remember any of those.

Paul Solis: Okay. And is the person who was handling the budget at the time should have educational reimbursement be requested in the office, I would have come to you?

Former Deputy COS: It should have. I don’t remember anyone requesting an educational reimbursement beyond the student loan repayment within the office.

Paul Solis: Has anyone from Representative Schweikert’s office talked to you since this article came out? About our review, about the OCEs review?

Former Deputy COS: Only that Kevin and I, we talk regularly, he said that the office is in investigating being investigated by the OCE, if they call, cooperate.

Jeff Brown: When was that conversation?

Former Deputy COS: Before Christmas, I think.

Paul Solis: That was a telephone conversation?

Former Deputy COS: Yep.

Paul Solis: Anybody else? You ever hear from Representative Schweikert or any of his lawyers about-
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1 Former Deputy COS: I have not talked to anyone. I have not talked physically over the phone or face to face, or with any sort of email with David since the Friday before Thanksgiving of 2016. And Kevin is the only person who is currently employed in the office that I still maintain contact with.

5 Paul Solis: Is Mr. Schwab still employed with the office?

6 Former Deputy COS: As far as I know.

7 Jeff Brown: Do you know Tommy Leander?

8 Former Deputy COS: I do.

9 Jeff Brown: What was Tommy’s role in the office?

10 Former Deputy COS: Tommy was one of my L.A.s. He did standard L.A. work mostly new economy.

12 Paul Solis: When’s the last time you spoke with him?

13 Former Deputy COS: The Friday before Thanksgiving.

14 Paul Solis: 2016?

15 Former Deputy COS: 2016.

16 Jeff Brown: How about Ryan White?

17 Former Deputy COS: I talk to Ryan very regularly. I talked to Ryan White today, not about this. I had not told ... I’m also in contact with Kelly Roberson, in case you asked that, neither of them know that I was coming in and doing this. Both of them contacted me when the article ran and Ryan was the one who tipped me off that there was an article.

22 Jeff Brown: What sort of knowledge might Ryan or Kelly have about things that are discussed in this article?

24 Former Deputy COS: Ryan, Ryan would probably have a knowledge of the ins and outs of reimbursement. Also Kelly, would have the knowledge of the ins and outs of reimbursement, but-

27 Jeff Brown: Why would they have knowledge?

28 Former Deputy COS: Standard operating procedure for reimbursements.

29 Jeff Brown: Were they ever signing anything?

30 Former Deputy COS: I am certain that at some point in time I asked Ryan to review one of my reimbursements and probably Kelly too, because I would never sign my own. And there may been times that they signed with my supervision and Mary O’Connor’s supervision.
Jeff Brown: I just want to make sure, you didn’t have… When you read the article you said you were surprised by the amounts of money Oliver Schwab was making from the campaign and the political action committees. Did you have any insight into that at any point in time while you were working for the Congressman?

Former Deputy COS: No. That was the main reason why I was so taken aback when we had our meeting and he said you’re going to be judged on campaign donations because I had done basically zero campaigning for David.

Jeff Brown: Did you see Oliver Schwab working on campaign related issues?

Former Deputy COS: In the office, he may have stamped envelopes but I don’t think he made any fund raising phone calls within the office.

Jeff Brown: Do you have anything else?

Paul Solis: Think that’s it. Obviously, we’d like you to keep this questions and our time here confidential. That does not inhibit your rights to speak with counsel or any other rights you may have so, we just always like to remind people of that.

Former Deputy COS: I really want this just to be… I want to be done with them and the office. We did not end on good terms. We ended on very bad terms. I want to make that aware, make you all aware that, that we ended on very bad terms, but as far as… I am very aware of the reimbursements and how the system worked. He never gave me any indication that he was doing anything that was not kosher at the time, and I have no recollection of any of the campaign related activities beyond it being a fundraiser.

Jeff Brown: One more person I’d like to ask you about. Kyle Souza. Who’s Kyle Souza?

Former Deputy COS: Kyle Souza was David’s or he was our scheduler for a while. He now works for Audible.

Jeff Brown: Did he play any role with either the campaign committee or PAC?

Former Deputy COS: I don’t know. Other than as a scheduler, he probably put fundraising stuff on David’s schedule, but as far as any campaign role, I don’t know. I do know that Kyle’s dad was a donor to David, but that’s it.

Jeff Brown: Do you know if Kyle was in Phoenix for Super Bowl weekend 2015?

Former Deputy COS: I don’t remember.

Jeff Brown: Would it have been likely or unlikely that he would have been?

Former Deputy COS: It’s possible. I cannot remember when he became scheduler, and his, to be honest his parents live out there, so it’s possible that he was working out of
Jeff Brown: The district at one point in time and then moved up here to work out of the DC office. I don't remember what that time frame is.

Jeff Brown: How much information would Kyle have about any of the stuff that we discussed today or anything that was in the article?

Former Deputy COS: I don’t think much? I don’t think so.

Jeff Brown: Well thank you very much for your time. We appreciate you coming in. So with that, we will end the recording.
ERRATA SHEET

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This errata sheet is submitted subject to 18 U.S.C. § 1001 (commonly known as the False Statements Act).

Witness Name: [Redacted]
Witness Signature: [Redacted]
Date: 2/13/16
Transcript of Interview of
Former Financial Administrator
January 23, 2018
Good morning, this is Jeff Brown with the Office of Congressional Ethics.

With me is Paul Solis. Before us is Former Financial Administrator ("Former Fin. Admin."). Today is January the 23rd. It’s a little after 8:30 a.m. We are in the Cannon House Office building. Former Financial Administrator’s been given the copy of the False Statements Act. With that, we’ll get started.

You were previously employed with Representative Schweiker. In what role were you employed with him?

I was the financial administrator.

Okay. What years were you the financial administrator?

From mid-2014 through the end of January 2017.

You work for others on the Hill?

Yes.

Who else do you currently work for?

Currently, I work for Congresswoman Ann Wagner, Congressman Gus Bilirakis, Congressman Evan Jenkins, Congressman Lloyd Smucker, Congressman Clay Higgins, Congressman Mo Brooks, Congresswoman Claudia Tenney and Congressman Ryan Costello.

And your role and your title with those individuals is what?

Financial administrator, financial director for all of them except Congressman Costello. For Congressman Costello I handle his academy liaisons. And I also do that for Congressman Smucker along with the financial side.

What’s an academy liaison?

Basically I handle all the service academy nominations for two congressional districts.

Okay. Are there other individuals that you used to work for that you no longer work for?

Congressman Pitts, who retired. Congressman Schweiker, Congresswoman Cathy McMorris Rodgers.

Okay. You said it was approximately January 2017 that you stopped working for Representative Schweiker?

Yes.

Okay. What were the circumstances under which you left that office?

I had a conversation on the 30th of December of 2016 over the phone. When Oliver Schwab said that I had scanned things incorrectly and behaved...
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1. Unprofessionally for 24 hours. So my time in the office would be ending January 31st, February 1st.

2. Jeff Brown: Okay. Do you know what he was referring to when he talked about an unprofessional 24 hours?

3. Former Fin. Admin.: I was a little blindsided. The scanner that I normally use was not working for about a week. So I took photos and sent the photos as scans. I’m not exactly sure. He was in meetings off the Hill and out of D.C. at the time. And said that because he received these texts, it interrupted him and was unprofessional.

4. Jeff Brown: What were the documents that you were texting?

5. Former Fin. Admin.: The documents, I don’t think there were any vouchers. There were some paid interns that wanted to be on January 2nd. I had made the mistake, I thought that we could turn things in that Friday the 30th and still do the two day E-Verify onboarding. But, because of the holiday they wouldn’t be able to get on until the 3rd. So, I had found this out a couple days prior and I tried to scan things with correct dates.

6. Jeff Brown: And you said that you and Mr. Schwab had a conversation which he expressed displeasure. Do you remember anything else about exactly what was discussed in that conversation?

7. Former Fin. Admin.: Yes, I do.

8. Jeff Brown: Can you elaborate?

9. Former Fin. Admin.: He mentioned that there were ... I actually wrote a replying memo to him. I don’t know if you have that information?

10. Jeff Brown: We’d certainly take it, if you have a copy.

11. Paul Solis: Yeah, if you have a document.

12. Former Fin. Admin.: So we discussed the payroll authorization forms. I said I took responsibility for not submitting the payroll authorization forms to these interns last week. And explained the situation, but said I took responsibility. He brought up amounts of water, modular furniture and technology that the office had purchased. And said that there was $40,000 combined in these items in the cage. To my knowledge, I’ve only been in the cage maybe once.

13. Paul Solis: What’s the cage?

14. Former Fin. Admin.: The cage is essentially a storage unit. Sort of like, across from here there’s storage units. And I pulled up my files. Water, that’s spent approximately $1200 to $1450 a year. The modular furniture, here about $7,000 and I did not know that any of that was in the cage. Part of my job, I don’t have an office per se. I do hang out in one office where I do most of the hard copy work. But then I visit each office. Then I, with the technology ... I said to you before I came, there was about $13,000. About $13,000 in 2015. But that...
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Jeff Brown: Actually wasn't spent 'til 2016. So, I don't have any of this technology. And that's technology that has to be signed off by the member or representative.

Former Fin. Admin.: What conversation prompted you to respond about water, modular furniture and technology?

Paul Solis: Because he brought it up and said we had this waste. I went to the cage and there's $40,000 worth of items in there.

Former Fin. Admin.: Is this all in the same telephone conversation?

Paul Solis: This is all in the same telephone conversation. That's 7:26 p.m.

Paul Solis: On December 30th.

Former Fin. Admin.: He also said that Representative Schweikert did have some budget concerns.

Paul Solis: Okay, here's some information. And he being Oliver, expressed to me that every time I left the office he would have to have an hour or two conversation with the Congressman to calm him down. Which I was not privy to prior to this conversation.

Former Fin. Admin.: I had budgeting responsibilities to advise the member / Chief of Staff to say, here's what's happening with your budget, here's where you're headed to go over, here's where you want to ... Here's what it is month to month. Obviously, that budget would change throughout the year. Predicated on the needs of the office and how the office use things. My job was to make sure that they didn't go over budget. So that the Congressman did not have to write a personal check.

Paul Solis: Did you have authority to make purchases or expenditures?

Former Fin. Admin.: The only thing would be probably once or twice I did get some office supplies that I used for my job. Which would be for the office. A lot of shared staffers for example, my phone is paid for by one office, my laptop is paid for by another office. So there's the shared cost. During that time, I'd say probably no more than 6 vouchers, but I don't even know if they were that many vouchers that I put office supplies on.

Jeff Brown: To your knowledge, was Representative Schweikert aware of – Let me rephrase that. What was Representative Schweikert's involvement in your termination?

Former Fin. Admin.: I do not know.

Jeff Brown: Have you had any conversations with Representative Schweikert since December 30th, 2016?
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Former Fin. Admin.: I've seen him in the hall once or twice and we've exchanged pleasantries, but no real conversations.

Jeff Brown: I want to follow up on something Paul asked just a second ago. You were explaining some of your budgetary responsibilities, but your role as financial administrator, can you just walk us through exactly what that meant in Representative Schweikert's office?

Former Fin. Admin.: Sure. So in that office, my job was to do the vouchers, do the payroll authorization forms and have them signed off by authorized folks. If... I also offered the services of helping with parking; would be working with the parking office, ID services, and different things like that. And if there were ethics questions, I talked with people in ethics. Here is some information because there were questions about some whiteboard paint in the office. I did read an article about a month and a half ago.

Jeff Brown: Okay.

Former Fin. Admin.: And I knew there were conversations about Arizona travel during the Super Bowl, and there were some things in the article to which I was not privy that I was surprised to learn in the article, as well as training.

Jeff Brown: Before we get to the article, I would like to ask you just a couple more, sort of more background questions about the office, and then I would like to add some more detailed questions about that. How much time did you physically spend in Representative Schweikert's office?

Former Fin. Admin.: My normal schedule is to come in on Tuesdays and Thursdays. When I do my rounds, I'll go to each office and it could be five minutes, it could be 15... I would say at the outside, 30. If someone's not there to sign, I would come back. But let's say 30 minutes or so a week.

Jeff Brown: And I should have asked this follow-up question earlier, but what sort of... Percentage-wise, it sounds like vouchers and budgetary issues were sort of the primary responsibilities in Representative Schweikert's office.

Former Fin. Admin.: Those were the largest issues. Yes.

Jeff Brown: And approximately how much time were you spending on those sorts of issues?

Former Fin. Admin.: For that particular office?

Jeff Brown: Mm-hmm (affirmative).

Former Fin. Admin.: Probably 80, 85 percent.

Paul Solis: And just going back to the budget, you had a sort of consulting responsibility, and so you would apprise Representative Schweikert and Mr. Schwab about the status of things, right?
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Former Fin. Admin.: Right, I would say for the Congressman, he would say, "Hey, how are we doing? Are we spending too much? Is Oliver spending too much on office supplies?" Or, it would be more conversational than... I don't know if I ever really sat down with the Congressman to go over the budget. There was one time that he asked that I provide a sort of table of how does his office stack up with my other offices on certain things, which I did, naming the other offices as A, B, C, D, et cetera, and just sort of saying here's where you are in reference to personnel, in reference to travel.

Jeff Brown: When was the conversation, roughly?

Former Fin. Admin.: I think this has the date on it. Okay, I would say beginning of 2016 because I have 2015 totals and projected totals for 2016. So January, February 2016, I can check my work document.

Jeff Brown: No, that's fine. You've mentioned Representative Schweikert and Mr. Schweab as individuals that you've interacted with regarding your responsibilities. Was there anybody else in Representative Schweikert's office that you worked closely with?

Former Fin. Admin.: Beau Brunner, who was the Deputy Chief of Staff.

Jeff Brown: And can you take a little bit about what Beau's role was, or what sort of working relationship you had with Beau?

Former Fin. Admin.: I had a good relationship with him until he was terminated in the fall of 2016, or end of two thousand... Oliver changed plans on when he would terminate folks, so I know he had conversations with me about changing Beau's job description, changing his salary in the fall. And I think one plan was to have him work through 2017 partially for the office and take the salary down. And then it was, "No, six months." And then it was... it changed.

Jeff Brown: What did you know about Beau's departure from the office or termination from the office?

Former Fin. Admin.: I know that Oliver practiced what he wanted to say to Beau on me. He came into the Pitts' office and said... We had a conversation in person, in the Pitts' office and we had a... I know we had at least one conversation over the phone because I travel for my other, the academy side of the job, so I know we had a phone conversation. I remember sitting in a parking lot, listening to "Here's what I want to say to Beau." Until my termination, I thought I had a good relationship with the office and all the staff in the office. I don't think I've answered your question.

Jeff Brown: That's okay.

Former Fin. Admin.: Because... Oliver, on several occasions, asked me to fill out termination paperwork for himself for in a month, or six months, or a year, and then, or... "No, do it now," and then, "No, I'm not going to do it." And he did the same...
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thing with Beau starting that fall. I think it was three different termination
dates that he had me prepare within two or three months. Oliver spoke with
me and sort of went over 'here's what I want to say'. And I know he had one
meeting with Beau, and then I believe a... I don't know if he had a second
meeting, but then from what I understand, he basically told Beau to not
show up to the office for several weeks.

Jeff Brown: Do you know what prompted that?

Former Fin. Admin.: I can tell you what Oliver told me, but I'm having concerns because looking
back, he had these conversations with me about Beau and then he used
similar language about my performance. So I don't know if what Oliver said
was correct. Do you understand what I'm saying? Oliver told me that Beau
was unprofessional, that he sat at this desk and didn't do anything and that
after he left, that there was a breath of fresh air in the office and people were
doing much better. Because I was not in the office all day, every day, but only
15 minutes, half an hour, couple times a week, I don't know if that's true, and
I know that during my time in the office there were a couple occasions
where I prepared termination paperwork for several months from the date
that I was asked to prepare it. So, I don't know if this was like the MO of ...
What Oliver said to me was that for several times before, I guess he had a
falling out with Beau. "Beau or Estina, myself, Oliver, we're the ones that are
going to stay, and who leaves? Beau's like a brother to me." So I was a little
surprised when he then started saying that Beau was unprofessional, and
wasn't doing his job.

Jeff Brown: That isn't something you heard before that point in time, the fall of 2016?

Former Fin. Admin.: That's correct.

Jeff Brown: We've sort of touched on this, but I want to make sure that I get answers to
these questions. In Representative Schweikert's office, did you have
involvement with travel reimbursements?

Former Fin. Admin.: Yes, that's vouchers.

Jeff Brown: Okay.

Former Fin. Admin.: And doing the paperwork, not approving.

Jeff Brown: Okay. Were there any office policies and procedures that you were aware of
with respect to travel?

Former Fin. Admin.: I'm not sure. Can you expand on that question?

Jeff Brown: Sure, were you aware of any either formal or informal guidelines that
staffers needed to abide by when they were planning travel or seeking
reimbursement for travel?
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1 Former Fin. Admin.: I know normally they seem to prefer people who use rental cars versus
2 mileage, there wasn’t that much mileage in the office. I don’t think there was
3 anything written, to my knowledge.
4
5 Paul Solis: Limits on spending, per diem rates, anything like that?
6 Former Fin. Admin.: What I say to all my offices is each office is its own little fiefdom. You really
7 should have an employee manual. Not all of the offices have that. From my
8 understanding, the office did not have an employee manual. I know I had
9 several conversations to say this would be a good thing to do. I’m trying to
10 think if during the end, like LAs had to have travel approved by Beau or
11 Oliver, but that approval was never given to me as part of the packet of
12 here’s the travel reimbursement that we want you to do the voucher for.
13
14 Paul Solis: Do you know if anybody approved of Oliver’s travel?
15 Former Fin. Admin.: I know we had several conversations of how much travel are you doing so
16 that I can help budget how much you’re going to be spending for planes, do
17 you know how many times are you going to go out to Arizona? How much
18 overall do you think you plan to spend on each trip and things like that, but I,
19 as Chief of Staff, I think either he or David would have final say, but I don’t
20 know if he went to the congressman or not to seek approval.
21
22 Jeff Brown: Did Representative Schweiker have any involvements in travel approvals
23 generally that you’re aware of?
24 Former Fin. Admin.: I don’t believe so.
25
26 Jeff Brown: And what makes you say that?
27 Former Fin. Admin.: He was, as I said, each office is its own little fiefdom. I have some members
28 where I sit down with them quarterly, personally, and go over the budget
29 with them and their Chief of Staff, and here’s where you’re spending. I never
30 had any of those conversations really one-on-one, let me sit down and talk
31 with you. It was all just sort of how are we doing and there would be other
32 staffers in the office as well. So there really wasn’t private one-on-one
33 conversations. I honestly don’t know.
34
35 Jeff Brown: In Representative Schweiker’s office, did you ever deal with mixed purpose
36 trips?
37 Former Fin. Admin.: A couple times with the travel card. Oliver said hey, I accidentally put this on
38 the travel card, I should have put it on personal. I need to write a check to
39 Citi Bank. That happened on a couple of different occasions.
40
41 Paul Solis: So although that could also potentially ... by mixed purpose what we...
42
43 Former Fin. Admin.: Right, you mean political versus.
44 Paul Solis: Right, right.
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Former Fin. Admin.: I did not know, until I read that article, that Oliver had his own consulting
shop. That was news to me when I read the article. I knew, like many Chiefs
of Staff, he did both official and political things for the member, as many do,
but I was, when I read that in the article, I did not know about that. So, things
were shown to, things were presented to me as I'm going out for official
business for the congressman, for the office.

Jeff Brown: Did you ever discuss, relative to Mr. Schwab's travel, that he may be doing
campaign work out in the district as well?

Former Fin. Admin.: I don't think so, but if I did, I probably said, as I say to my other Chiefs, if you
aren't sure if it's political or official, charge it to the campaign.

Jeff Brown: Did staffers in Representative Schweikert's office, ordinarily rent cars when
they went out to the district?

Former Fin. Admin.: Yes, yeah.

Jeff Brown: Did you have involvement in Representative Schweikert's office with office
supply reimbursements?

Former Fin. Admin.: Yes.

Jeff Brown: Okay, and just generally, what was your role?

Former Fin. Admin.: Generally, I would get the information from the staffer, I would check to
make sure that it was official supplies versus food and beverage or something
personal, and there were a couple times when I was like, okay, this is
something you can get from downstairs or this is something you can get
from like a shelf or cabinets or whatever you get from office furnishings. I
would suggest getting it there cause you can get things for free.

Jeff Brown: Do you know if Representative Schweikert's office had any policies and
procedures regarding the purchase of office supplies? Either formal or
informal.

Former Fin. Admin.: I mean I know when I was asked, I would say, if it's under $500 you don't
have to get the TSR approval on things, but it was more here's what's been
bought. Have it be reimbursed.

Paul Solis: What was TSR?

Former Fin. Admin.: TSR Technology Services Representative. If you buy a TV, a 60-inch TV 4G
that's $1,000 or you're getting laptop computers or things like that. They
have to sign off on certain items before they can be purchased. A lot of times
you can do a purchase order through CDWG or something like that versus
going out to Best Buy.

Jeff Brown: Was there an individual in Representative Schweikert's office that would
have been primarily responsible for purchasing office supplies for the office?
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Former Fin. Admin.: I would say that Oliver took it upon himself to make a lot of non-office supply store purchases.

Jeff Brown: Did Representative Schweihoft have any involvement in office supply purchases?

Former Fin. Admin.: I don’t think so.

Paul Solis: When you say non-office supply purchases, are you referring to the House office supply store?

Former Fin. Admin.: The office supply store downstairs. Yes. In Longworth.

Jeff Brown: Did Representative Schweihoft have any involvement in office supply spending?

Former Fin. Admin.: He would joke that Oliver was spending a lot, but I don’t think he ever said... The only thing, maybe the whiteboard paint. I don’t know whose idea was to have the whiteboard paint. That I’m not sure of.

Jeff Brown: You just mentioned that Representative Schweihoft would joke about the amount of money that Oliver was spending on office supplies. Can you elaborate on that?

Former Fin. Admin.: He would basically say, "Hey, is Oliver spending a lot?" Joking around, but he did not ask specifics.

Jeff Brown: Would these conversations happen with any degree of frequency?

Former Fin. Admin.: I didn’t see the Congressman that much. I’m trying to think, I probably saw him once or twice a month, so probably had six or seven interactions ever the time that I was there but nothing...

Jeff Brown: Regarding office supplies, six or seven interactions? I’m trying to figure out how this became a joke.

Former Fin. Admin.: I think it was a joke before I got there. I know I said, "Hey, do you have Amazon on speed dial?" Pens, buy them in the office supply store. These pens are so much nicer, and they’re cheaper. These are the ones that the office really likes. These are conversations that I would more have with Oliver. I would be like, "Oliver, come on, you can get pens down at the office supply store. Why are you getting them from Amazon, or different lamps, or what not?" These ones are nicer; and these ones make it look... I did on several occasions have small conversations with all my chiefs after the whole Aaron Schock Downton Abbey look. If you can buy a fishbowl and have Goldie that’s going to live a week, that’s office furnishings but don’t go and buy a tank that’s a $1,000. My advice was always if this is on the statement of disbursements and a reporter looks at it, what is it going to look like in the paper and how is it going to reflect on a member? I had a number of email conversations with all my chiefs. Hey, this is okay. That’s
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not okay. If you have questions, let me know because I can check with 2
finance, or I can check with ethics.

Jeff Brown: Did you have a role in Representative Schweikert's office in education 3
reimbursements?

Former Fin. Admin.: After the fact.

Jeff Brown: What do you mean by that?

Former Fin. Admin.: I wouldn't say education. I would say training because I would talk about 7
ethics training and starting in November saying, "Look, everyone has to do 8
their ethics training before the end of December. Here's where to go. You can 9
do it in person if you haven't done that." If you were a new hire you have to 10
do it once a year, once a second hour for senior staff. I received an email in 11
late October of 2016 from Oliver saying he wanted to double check. In 2015 I 12
had another office that had done training that was a quarter of the cost. 13
Normally, training for the office would be ... On a staff retreat they would 14
have someone come in, and that would be the training expense. It would be 15
one expense a year, or it would be $50 to have a course at the Library of 16
Congress. When I received that email it said it may be allowed in the future if 17
it primarily benefits the office rather than the individual. I told him that 18
because I had another office the year prior want to do a training for a staffer 19
that was a couple thousand dollars. I had checked with finance, and they 20
said, "It can't be training that benefits the staffer. It has to benefit the office."

Jeff Brown: How much did this cost, if you could estimate based on your ...?

Former Fin. Admin.: I know here it was a lot. After we had this email conversation we had a 23
conversation in person. He said, she said. He says that we discussed this in 24
the summer, I do not recall that conversation because I think it was $7,000 25
or $8,000. That big of a number I would have said let's make sure. Let's get 26
the sign off from finance or CHA or ethics first.

Jeff Brown: Do you handle training? Are you involved in training reimbursement for 28
other offices?

Former Fin. Admin.: Yes, but I will say I've had the one in another office that was a couple 30
thousand dollars that we had all the paperwork back up before. The money 31
was reimbursed to the program, not to the staffer. The program was paid.
32
The staffer was not paid except for reimbursements for the hotel then. Other 33
than that I've had a couple that, like I said, were Library Congress training,
34
Leadership Constituent would come in or Mark Strand and there's another. 35
I'm trying to think of the other guy that would could come in to train the whole 36
office on staff retreats.

Paul Solis: What about universities? Harvard University? Other universities? In your 38
experience, any reimbursement to staffers for trainings at universities? Is this the only one?

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Former Fin. Admin.: This-

Paul Solis: Is this the only one, in your experience?

Former Fin. Admin.: In my experience, yes.

Paul Solis: Okay.

Jeff Brown: You mentioned something either about traveler accommodation... Did the reimbursements related to this course at Harvard include travel, food, accommodation, anything like that?

Former Fin. Admin.: I know I tried to get... From the end of October till end of December, I think, when it... December or January of 2017 when it was finally submitted, I tried to get information and had him fill out the information for it. I don’t know off the top of my head what all...

Jeff Brown: What was your-

Former Fin. Admin.: Because the other training was, this is the cost of the course and that was paid to the folks that run the course. And then the way that course was run, it was run over a year. I think it was like seven or eight different times during the year that folks from that state would go and they would stay overnight, and so it would be a reimbursement for the night for that particular staffer and the mileage for that particular staffer. But the course itself.

Jeff Brown: Were you involved in the ultimate processing of this Harvard Kennedy School reimbursement?

Former Fin. Admin.: I know I turned information in, I think there were questions by Finance, so I don't know if the ultimate one was when I was there or after I left. I-

Paul Solis: You don’t know... Did Oliver Schwab receive money from the House of Representatives reimbursed for that expense?

Former Fin. Admin.: I don't know because by the time I was able to get the information from him it was end of December. Whether or not be actually got reimbursed, I don't know because in the beginning of... end of December, beginning of January, I was no longer point of contact for the office with Finance so I don't know.

Paul Solis: Okay. This is October 29th, 2016, 5:10 PM. He’s explaining to you how this was based on benefiting the office as opposed to the individual. A minute later at 5:11 PM on the 29th of October 2016, you responded “Yes on all counts.” Are you approving the reimbursement there?

Former Fin. Admin.: I was saying, from what he told me, it looked like it fit, that this would-

Paul Solis: Then what happened next? Did you turn in paperwork to the Office of Finance?
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Former Fin. Admin.: I turned in paperwork to the Office of Finance but I don’t think it was immediately after that because it took some time for him to-

Paul Solis: Did the Finance Office ask you any questions about the reimbursement request?

Former Fin. Admin.: I think they did. I think I probably put this with the-

Paul Solis: You might have those emails?

Former Fin. Admin.: I might. I will say I don’t know if they were emails or if they were phone conversations. I worked for one office for 20 years and was told that I didn’t have to backup the files for several weeks. After he left, because I was a shared staffer, January 3rd about noon, 2017, 20 years of files disappeared. It took about three weeks for them to get everything back. I know, because of the storage limit on my computer, I delete a lot of stuff. However, I’m sure it’s somewhere in the Cloud. IT people can get it. I can check and see-

Paul Solis: Okay. Well, maybe we’ll talk about that at the end. When you responded to him, “Yes on all counts,” did you talk to Representative Schweikert about this reimbursement request by Oliver?

Former Fin. Admin.: No, because I looked at what he wrote. That, to me ... I said “It has to be the office.” He says “Yes, it benefits the office. Here’s how,” okay. So I don’t think I talked with Representative Schweikert about this-

Paul Solis: Any other-

Former Fin. Admin.: ... at all.

Paul Solis: Any other educational or training reimbursement requests by Mr. Schwab during your time in the office?

Former Fin. Admin.: I don’t think so.

Jeff Brown: How about by other staffers?

Former Fin. Admin.: I know that there was like a conference up in New York for ... I’m trying to think who it was for. I mean, there were a couple small conferences but-

Jeff Brown: Did you ever-

Former Fin. Admin.: ... nothing-

Jeff Brown: Did you ever remember any reimbursement requests for a Stanford-related educational course?

Former Fin. Admin.: I do not.

Jeff Brown: Okay. How about Johns Hopkins?

Former Fin. Admin.: Maybe. I don’t think it was ... If it was, it wasn’t brought to me as a training course, it was brought to me as “I attended a conference,” so not ... This isn’t
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Educational, this is a training course but this is a STAFFDEL. But part of my
job, I will visit the service academies. There are other Congressional staffers
there but not-

Jeff Brown: Why does Johns Hopkins ring a bell?

Former Fin. Admin.: Well, Johns Hopkins rings a bell because I live in Baltimore, because there's a
service academy student who is not nominated who there's a tie-in with the
Hopkins-

Jeff Brown: But you don't remember Johns Hopkins relative to any staffers in
Representative Schweikert's office?

Former Fin. Admin.: Off the top of my head, no. There could have been but-

Jeff Brown: How about the Naval War College, do you remember anybody seeking any
reimbursements for Naval War College courses?

Former Fin. Admin.: I know that Oliver ... I think he was part of the Merchant Marine, so he
mentioned taking courses there but I don't think he asked for
reimbursements for those courses. If he did, it wasn't presented that way to
me.

Jeff Brown: Okay. Do you recall if there was any sort of office policy and procedure
regarding education or conference reimbursements in Representative
Schweikert's office?

Former Fin. Admin.: I think as long as it was approved by Deputy Chief, Chief of Staff, it was okay.

Jeff Brown: I'd like to show you a couple documents, and then I'm going to ask you just a
few questions about that. And I should say you may or may not have been
involved in the processing of some of these documents, but I'm going to ask
some more general questions about it. So take your time if you want to look
at it, but I just have a couple very specific questions. First document I'm
handling you is CA0_0005 through 10. Can you just generally tell me what
this document is?

Former Fin. Admin.: It's a travel card Citibank statement for the month of January 2015, mostly
plane flights.

Jeff Brown: Okay, and the front page?

Former Fin. Admin.: The front page is the voucher cover sheet.

Jeff Brown: Okay. Do you recognize that signature?

Former Fin. Admin.: It's an authorized signature.

Jeff Brown: Do you know whose signature that is?

Former Fin. Admin.: I know it's David Schweikert's signature. I can tell you David Schweikert ... I
don't think he actually signed any voucher forms while I was in the office.

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Jeff Brown: Okay, tell me more about that. Why do you think that he didn’t sign any voucher forms?

Former Fin. Admin.: Because, most members don’t. It’s an authorized signature. So normally it’s someone who’s authorized … chief of staff, deputy chief of staff, some offices have a stamp.

Paul Solis: Mm-hmm (affirmative). Do you know if that’s a stamp?

Former Fin. Admin.: I don’t believe that’s a stamp.

Paul Solis: That’s somebody signing his name?

Former Fin. Admin.: Yes.

Paul Solis: In your experience, who signed Representative Schweikert’s name?

Former Fin. Admin.: Normally either Oliver or Beau.

Paul Solis: Any occasion where there would be somebody besides those two signing his name?

Former Fin. Admin.: Yes. If they weren’t accessible, I would ask if somebody else could sign and say, “You know, here’s what it is.”

Paul Solis: So Beau and Oliver had authorization from Representative Schweikert?

Former Fin. Admin.: As far as I know, yes.

Jeff Brown: Do you know what the process was by which they received that authorization?

Former Fin. Admin.: No.

Jeff Brown: How does that work in other members’ offices? Is it similar? Is it different?

Former Fin. Admin.: Pretty similar, I mean, you know.

Jeff Brown: I’m going to hand you one of the documents. CA0_0011 through 26. Again just generally, what is this document?

Former Fin. Admin.: This is a reimbursement for Oliver Schwab for travel January 2015 to, I think, end of February. As well as the … yeah, January, February.

Paul Solis: Just generally, what role would you have in creating this voucher cover sheet? If any?

Former Fin. Admin.: I would normally do the voucher cover sheet. For example, here he had put meals when it wasn’t meals, it was meeting with constituents. So I crossed that off and made the change.

Paul Solis: But the approval for these expenditures, would that have occurred prior to you creating that cover sheet? Would Beau or Oliver approve the expenses...
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or the reimbursement requests and then give the paperwork to you to

process? Is that how it would work?

Former Fin. Admin.: I would create the cover sheets. And then they would be signed. But I believe that the items to which I would make the cover sheet were approved.

Jeff Brown: You would prepare the forms as it goes to the staffer who is seeking reimbursement?

Former Fin. Admin.: I would prepare the top forms.

Jeff Brown: Okay.

Former Fin. Admin.: Yeah, most finance folks do this. They would prepare the travel reimbursement form.

Paul Solis: With the accompanying receipts and documents?

Former Fin. Admin.: With the accompanying receipts. There were some times ... like this one, I can tell you, Oliver would prepare because sometimes I would prepare for folks if they weren't sure exactly how to do it. They would give me the receipts, I would fill this out, they would sign it. But I can tell you because this doesn't have the code for the office, I did not prepare this.

Paul Solis: That is CA0_0016?

Former Fin. Admin.: Yes. Because of the office code, I would have put that on. A lot of the folks wouldn't know what the office code is, so, or they may not know their staff employee number.

Jeff Brown: So let me hand you one more document. This begins CA0_0062 through 76. And I just want to draw your attention to the fact that the signature line at the bottom says, "Member, chairman, officer, other approver signature." Which is different than "Authorized signature."

Former Fin. Admin.: That's because in October 1, 2016, the voucher cover sheet changed. That was something that the CAO made the change for that. And they also changed the expense reimbursement form. If you look at this expense reimbursement form, and that one, they're different. Because that started October 1, 2016.

Jeff Brown: Did that change in form come with any change in guidance about who needed to sign these documents?

Former Fin. Admin.: The voucher preparer needed to sign, and then still the member chairman authorized signature. But the voucher preparer, we were certify six that the voucher was prepared. You can see the difference in certifications. This signature certifies six.

Paul Solis: What is six?
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1 Former Fin. Admin.: Six is, this voucher was prepared according to the voucher documentation.
2 And that change happened October 1. There were a number of changes to ...
3 it used to be that if you bought something online, you had to have someone
4 else sign to say, "Yes, that is in the office, you didn't buy it for personal use."
5 That was anything that was purchased online had to be signed by a third
6 party.
7 Jeff Brown: What sort of procedures were in place in Representative Schweieter's office
8 to ensure that staffers were only reimbursed for legitimate expenses?
9 Former Fin. Admin.: I think believing in integrity of the staffers.
10 Jeff Brown: I guess I should ask, then walk me through the process from expense
11 happens to reimbursement occurs.
12 Former Fin. Admin.: Expense happens, staffer submits the expense report to me with appropriate
13 receipts. If there weren't appropriate receipts they would say, "Here's what ...") if it wasn't an itemized receipt, "Here's why it wasn't an itemized
14 receipt." Prior to October 1, the Office of Finance was a lot more lenient.
15 They now, if you do not have the missing receipt, you have to put in, "Here's what it was. I bought a ham sandwich, a soda, etc." If I would see alcohol, I
16 would cross off the alcohol and change the amount that was being
17 reimbursed. It would go to me. I would do the cover sheet. I would take it for
18 a signature so that there would be somebody else looking at it and
19 approving it.
20 Jeff Brown: So there would generally be two individuals, aside from the staffer who was
21 seeking the reimbursement, that would review any reimbursement request?
22 Former Fin. Admin.: Yes. Although sometimes Oliver signed for himself so in that case ...
23 Jeff Brown: In that case, it would be Oliver and yourself?
24 Former Fin. Admin.: I would look at it and say, "Hey,..." if there was something, I would say,
25 "Okay, show me the pencil." Or "Show me the lamp." Or show me whatever
26 it is, so that I knew that it was in the office.
27 Jeff Brown: In your opinion, was there appropriate oversight on the spending practices
28 in Representative Schweieter's office?
29 Former Fin. Admin.: Each office is its own fiefdom. How they want to run their office is up to
30 them. I can advise, I can say, "if this shows up, how would the newspaper
31 handle it?" If your office, if the member is okay with that,... But I can't force
32 them to not seek reimbursement for something unless it's something like
33 alcohol or ...
34 Jeff Brown: Recognizing all that, did you feel like they had the appropriate controls in
35 place?
36 Former Fin. Admin.: I don't know. Each office is different.
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Paul Solis: How was this office different in regards to spending habits than other offices you worked in?

Former Fin. Admin.: I have some offices that they use their personal cars. They have maybe one or two rental cars a year. This office, there were a lot more rental cars. I have some chiefs of staff that don’t travel to the district that much, so there’s very little travel or flights apart from the member.

Paul Solis: Mr. Schwab traveled more to the district than other chiefs you worked with, or less, or the same?

Former Fin. Admin.: I would say more for someone who is based here in D.C. I had one chief that was based in the district that came here every week that they were in session. It wasn’t more than that.

Paul Solis: What about purchases for office supplies, Mr. Schwab’s habits of expenditure, more, less, the same as other chiefs?

Former Fin. Admin.: I would say more.

Jeff Brown: Did you ever raise any concerns with respect to the way MRA disbursements were being doled out in Representative Schwab’s office?

Former Fin. Admin.: Yes.

Jeff Brown: What were those concerns?

Former Fin. Admin.: That things that were being purchased on Amazon could be purchased downstairs or could be gotten from office furnishings.

Jeff Brown: Did you raise those concerns with anyone?

Former Fin. Admin.: Yes.

Jeff Brown: Who?

Former Fin. Admin.: I raised them with Oliver, with Beau as hey, if somebody looks at this, it could be questioned.

Paul Solis: The concerns revolved around what staffers, the purchases of what staffers?

Former Fin. Admin.: For the most part, Oliver. I say for the most part. Basically, Oliver.

Paul Solis: Did you ever talk to Representative Schweikert or raise these concerns with Representative Schweikert?

Former Fin. Admin.: He asked for that one table, which I did prepare, which does show that the office spent significantly more than other offices on supplies and materials. I gave him the information. We didn’t really have a follow up conversation because I also wanted to keep the other office’s information private.
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1 Jeff Brown: We talked about this, but I want to confirm. You were involved in
2 reimbursements for Oliver Schwab with respect to travel, office supplies and
3 education. Correct?
4 Former Fin. Admin.: Yes.
5 Jeff Brown: That would have been from when to when? Your whole time working in
6 Representative Schweikert’s office?
7 Former Fin. Admin.: Yes.
8 Jeff Brown: Was there any request that Oliver had made that you would not have been
9 involved in? I should say any disbursement request that you wouldn’t have
10 reviewed before they went to finance?
11 Former Fin. Admin.: Can you give me an example?
12 Jeff Brown: Sure. I’m wondering if Oliver Schwab is looking to be reimbursed for travel
13 related expenses or education or office supplies, would those
14 reimbursement requests always flow through you?
15 Former Fin. Admin.: I believe so.
16 Jeff Brown: You don’t have any reason to believe that he was able to get reimbursements
17 without going through the financial administrator in the office, that being
18 yourself?
19 Former Fin. Admin.: I don’t think so. Is there a specific example?
20 Jeff Brown: You’ve talked about us raising concerns with Oliver and Beau regarding
21 Oliver’s purchase of office supplies. Did you have any concerns with respect
22 to Oliver’s spending habits on travel?
23 Former Fin. Admin.: I asked him on several occasions how many times are you planning to go out
24 to Arizona, so we can plan appropriately, for how many days and what
25 you’re doing. My job, while I work for the office, it’s outside the office. Each
26 office’s internal workings are those office’s.
27 Jeff Brown: Was there anything that ever came across your desk travel-related that
28 raised red flags?
29 Former Fin. Admin.: Are you asking about the Super Bowl?
30 Jeff Brown: We can talk about the Super Bowl?
31 Paul Solis: How about apart from the Super Bowl? Any other trips?
32 Former Fin. Admin.: He took a number of overseas trips, but I think that they were personal.
33 They were conferences, but he also said that they were official
34 representational duties.
35 Paul Solis: Conferences overseas?
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Former Fin. Admin.: I don't know because he wouldn't say.

Paul Solis: Did you ever receive review paperwork related to travel overseas where he was seeking a reimbursement or used the official travel card?

Former Fin. Admin.: I don't think so. There may have been a case, but I probably would have asked, what Staff? Del - Was it a flight to the airport? Was it taxi to the airport? Something like that. Normally, basically, that's covered by the trip. Then it's only taxi or a meal at the airport that you would get reimbursed for because you would have to have the paperwork for the staff trip. It would be privately funded travel, which means it would have to go through ethics first to get that approved. Anything that was approved should have the paperwork for that.

Jeff Brown: Aside from these overseas conferences that you just mentioned, was there...

Former Fin. Admin.: Is there a specific...

Paul Solis: No. I just want to be clear. Forget the whole - She mentioned you took overseas trips. She also mentioned conferences. I asked if there were conferences overseas. She responded, "No."

Former Fin. Admin.: I don't know. I know he got married during that time.

Paul Solis: Can I just...

Former Fin. Admin.: Sorry.

Paul Solis: ... recap. The difference is I was asking about trips overseas. She mentioned she thought they were personal. Conferences were domestic to your knowledge.

Former Fin. Admin.: He didn't share much with me, so I don't know.

Paul Solis: That's fine. There was a distinction between the two, that's all.

Jeff Brown: Aside from everything we just discussed and aside from the Super Bowl trip, which we can get to in a second, were there any other domestic trips that Oliver Schwab took that raised any red flags for you?

Former Fin. Admin.: I don't know. I probably asked him about different trips. I know he said he went to this conference, I want to say, in Chicago where he then went to the National Archives. He showed me I gave the archivist my father's name or my grandfather's name, and they pulled all of the service records. You should do this.

Jeff Brown: You mentioned earlier that you read an article about Oliver Schwab. What article are you referring to?

Former Fin. Admin.: The one from the Washington Examiner that you have in your hand.
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Jeff Brown: This is a Washington Examiner article from November 2, 2017 at 6:01 pm. What was your reaction to this article?

Former Fin. Admin.: That there were things that I did not know.

Jeff Brown: What were the things that you did not know?

Former Fin. Admin.: Number one, that he had this consulting firm. He expressed on several occasions that he did things for the campaign and that David owed him thousands of dollars that he had personally put out for different things and that David owed him a lot of money, which was one of the reasons that he was going to be quitting on such and such a day and then that termination paperwork would be ripped up. He wasn’t going to quit on that day. It was Oliver is having a hissy fit. He needs to have David tell him how great he is. Then he’ll calm down. From what Oliver expressed to me this was personal reimbursement to him, that he did not say that he had this whatever the consulting firm, whatever the shop name was.

Paul Solis: Chartwell.

Former Fin. Admin.: Chartwell. I had not heard that.

Jeff Brown: Just so I can clarify, Oliver was indicating to you that he was making personal outlays on behalf of Representative Schweikert’s campaign, that he was hoping to have reimbursed?

Former Fin. Admin.: No, that it was for Representative Schweikert personally, like he had all of these mileage points, so when the Congressman and his wife wanted to go overseas, Oliver used his points so that the Congressman didn’t have to pay. I stay out of the political side. I worked on Joe Fitz’s campaign before he came into office. I basically stayed out of the political side since.

Jeff Brown: Were you saying that Representative Schweikert was using Oliver Schwab’s travel points?

Former Fin. Admin.: That’s what was indicated to me by Oliver. I don’t know if that’s true or not. He said, “He owes me so much. He owes me thousands of dollars that I have personally put out.” He did not say that he had put out as a consultant.

Jeff Brown: Have you ever spoken to anyone at the Washington Examiner?

Former Fin. Admin.: I have not.

Jeff Brown: Have you ever spoken to Philip Wagner?

Former Fin. Admin.: I have not.

Jeff Brown: Did you and Oliver ever discuss, regarding what I think we can refer to as this trip to Arizona during Super Bowl weekend 2015, did you ever discuss whether he would be handling any campaign related activity while he was out in the district?
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Former Fin. Admin.: Let me pull up. He sent an email to Beau and to me saying, "Just so you guys don't have a heart attack, I wanted to give you a heads up about my trip next week. It will end up being about $4,000 for the hotel and about $1,000 for rental car being Phoenix Open and Super Bowl weekend. I apologize for this. It's priority for David that I'm on the ground to help at host events with the House majority leader, other visiting members. I got..." Now it says, "two personal," but if you look at it I think he meant to say personnel issues. "We need to get out of the way," I took that as official.

Paul Solis: This is an email of January 24, 2015 at 5:40 from Oliver to you and Beau?

Former Fin. Admin.: Right.

Paul Solis: Personnel is spelled P-E-R-S-O-N-N-E-L, and you believe that's personnel?

Former Fin. Admin.: Yes, because we need to get out of the way. I would take that we as the office versus...

Paul Solis: What is he referring to there?

Former Fin. Admin.: I would say staff issues in Arizona. That's how I took it.

Paul Solis: Do you have knowledge that there were personnel issues in Arizona that he had to deal with?

Former Fin. Admin.: I know there were as to the exact dates because there were a number of different times when he talked about letting people go or bringing people on.

Paul Solis: He says, "I'm on the ground to help as we host events with the House Majority Leader. When he says, "events," what does that mean?

Former Fin. Admin.: I thought that they were for the office, that they were official events.

Paul Solis: Why do you think that?

Former Fin. Admin.: I've had other offices that they have events with other members for official...

Paul Solis: After the fact, did a campaign event take place with the House Majority Leader?

Former Fin. Admin.: I did not know that until reading this article. I did not know that his wife, or brother, or brother-in-law was out there as well. It was presented to me as I'm going out for official business for the office.

Jeff Brown: Did you ever learn, outside of the article, that he attended - Oliver and/or Representative Schweikert attended - the Super Bowl?

Former Fin. Admin.: I did not know that he had attended the Super Bowl. No, I did not know he attended the Super Bowl.
Jeff Brown: Did you gain any knowledge, outside of this article, about whether or not Representative Schweikert or Oliver Schwab attended the Phoenix Open?

Former Fin. Admin.: I don’t believe so, apart from this article.

Jeff Brown: Let me take you through one of these expense reports, which you should have in front of you. If you can grab the document that starts with CAO_0011 and if you can flip to page 0023. For the record, this looks like it’s a receipt of some kind from the Hilton Garden Inn in Scottsdale North/Parimeter Center.

Do you know if this is the hotel that Oliver Schwab stayed in while out in Arizona during Super Bowl weekend 2015?

Former Fin. Admin.: It was presented to me that he was staying in this hotel during these dates.

Jeff Brown: Do you know if that is the hotel that he ordinarily stays in when he goes out to the district?

Former Fin. Admin.: I know there’s a couple different hotels. I think it’s one of them. I can’t be 100% sure because I haven’t looked at these for a year plus.

Jeff Brown: If you can flip to page 0022. This appears to be a receipt for Richard Oliver Schwab at the Hyatt Regency Scottsdale Resort & Spa at Gainey Ranch. It appears to be a $185 receipt. You mentioned earlier on page ...

Former Fin. Admin.: Meeting with constituents for food and beverage versus meals.

Jeff Brown: Correct, on page 16 that you had to change that. Do you recall a conversation about that receipt or this line item on page 0016?

Former Fin. Admin.: No. I probably would have looked at it and said I’m guessing that this because it’s far as opposed to one and because of the amount that it would be for probably Richard, the member, and staff members who were there, staff members.

Jeff Brown: Did you have a conversation about who attended that lunch?

Former Fin. Admin.: I do not believe so. I take it was not.

Jeff Brown: That’s my question to you.

Former Fin. Admin.: I did not.

Jeff Brown: I’m going to hand you one other document that begins 0027 and ends CAO_0027 and ends as 0061. If you can just flip to page 56. For the record I’ll note, this is an e-mail that begins, it’s from Oliver Schwab to you dated February 5, 2015 3:58 p.m. Mr. Schwab talks about attaching an itemized receipt for the Hilton bill. I would like to draw your attention to sort of the third paragraph down. He says, “I’m pre-booking the same hotel for the Phoenix open week next year so that we get a normal rate and not the rate once they’re in room block central.” Reading that, does that jog your
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memory about whether or not this was the hotel that Mr. Schwab would
ordinarily stay in when he went out to the district?

Former Fin. Admin.: The Hilton Garden Inn or?

Jeff Brown: The Hilton that he's referring to in this e-mail.

Former Fin. Admin.: Looking at this?

Jeff Brown: Mm-hmm (affirmative).

Former Fin. Admin.: I presume it was The Hilton Garden Inn.

Jeff Brown: I'll direct your attention to a couple of pages preceding this, 0053-56, which
appear to be the receipt that he's referencing.

Jeff Brown: I mean, it looks like it's the same hotel.

Former Fin. Admin.: My question is, do you know if that's the hotel that he would ordinarily stay
in when he went out to the district office?

Former Fin. Admin.: There was that. I want to say there's a Ritz Carlton out there, but the Ritz
Carlton wasn't that expensive. I mean, ordinarily the cost was like $100-
$150.

Jeff Brown: I just want to ask about the location. Did he ordinarily stay in one hotel when
he was out in the district or did he tend to stay in a variety of different
hotels?

Former Fin. Admin.: I would say one or two.

Jeff Brown: You don't know if this is one of them that he ordinarily stayed in.

Former Fin. Admin.: I think it was, to be perfectly honest. I would look at Hilton. I wouldn't look
at the street address. What I would be looking for would be, for example,
valet laundry and making sure that came off or if there was movie rental or
something like that that would not necessarily be reimbursable.

Jeff Brown: I should back up here and just verify for the record. You were involved in
reviewing Mr. Schwab's receipts and reimbursements for this trip out to
Arizona during Super Bowl weekend 2013, right?

Former Fin. Admin.: Yes.

Jeff Brown: Okay. Are you aware of whether or not, do you have any reason to believe
that he tried to expense anything related to his wife's travel to the district?

Former Fin. Admin.: I did not know his wife had gone to the district until I read this article.

Jeff Brown: Okay. Did you have any reason to believe that Mr. Schwab was trying to
expense anything related to his mother and brother being out in the district?

Former Fin. Admin.: No I did not.
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1 Jeff Brown: Okay.
2 Former Fin. Admin.: From what I understood, this was an official trip that happened to be taking place, that he had to go out there for office personnel issues, for office business. It happened to be during the Superbowl. The Superbowl was being held in Arizona. That he was going out there for official business. That's what was presented to me.
3 Paul Solis: What are you basing that understanding off of? Just the e-mail you just showed us?
4 Former Fin. Admin.: The e-mail and him talking and saying, "I'm going to be going out there. I know it's more expensive than usual." But he did not say to me other people were going out to this. There was no mention to me that other folks.
5 Paul Solis: Did he mention that any campaign events would be happening out there?
6 Former Fin. Admin.: No.
7 Jeff Brown: Having read the article and having reviewed his reimbursement requests, is there anything in hindsight that was a concern for you?
8 Former Fin. Admin.: As I said, I did not know that he had this Chartwell. I do know that when I sent the reminder in November 2015, "Hey everyone, you need to take your ethics training" that his e-mail reply was "I've never taking ethics training." I was like, "What do you mean? How long have you?" This is my little reminder to everyone that says, "Happy Thanksgiving." Take your annual ethics. I may have actually done that. I said, "Are you talking about your first-time training ever or just not last year?"
9 Jeff Brown: Okay.
10 Former Fin. Admin.: I then said, "How long have you been with the House?"
11 Paul Solis: Okay.
12 Former Fin. Admin.: "You may have to do remedial training. Talk with ethics."
13 Paul Solis: Okay, so, we've got the article discusses sort of four categories of things. We've got office supplies, educational expenses, the Super Bowl weekend we talked about, and campaigning coming from representative Schweikert's campaign committee and his PAC, his leadership PAC. You said to us you don't know anything about Chartwell or income he received, Oliver received, from the campaign committees, correct?
14 Former Fin. Admin.: That is correct.
15 Paul Solis: So the information in the article is news to you?
16 Former Fin. Admin.: That is news to me.
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Paul Solis: Super Bowl weekend, Jeff kind of ran through that weekend with you. You did know a little bit about that? About the messaging Oliver had provided to you about the reasons for going out there, right? The educational expenses, we talked about. You provided an e-mail concerning one of those requests for reimbursement which is the Harvard Kennedy School reimbursement, right?

Former Fin. Admin.: Right.

Paul Solis: We asked you about anything else, about possibly Johns Hopkins, about Naval War College, Stanford.

Former Fin. Admin.: He may have, whether it was presented to me as educational versus a staff conference.

Paul Solis: Right.

Former Fin. Admin.: Because that would be handled differently.

Paul Solis: Okay. The last category is office supplies. You do have some experience in that about reviewing some reimbursement requests for office supplies. You mentioned you did raise concerns -

Former Fin. Admin.: Yes.

Paul Solis: With Oliver himself -

Former Fin. Admin.: Yes.

Paul Solis: About the expenditures.

Former Fin. Admin.: I raised them with Oliver and Beau and it was like, "Well, you know, Oliver's chief of staff." So, what he says.

Paul Solis: I just want to get clarification on the concern you raised because in my mind there's a certain nature of the expenditure. You briefly touched on this. One is that the expenditures or expenditure could be replaced by, for example, furniture purchase or another type of supply purchase that the House has to give to the offices as opposed to even making a purchase. You would raise that concern, as well?

Former Fin. Admin.: Yes, and I did. There was a heater that was. I don't know if it was a couple hundred dollars or a thousand dollars, and I took it to finance because it was a heater, apparently an outdoor heater for the district office. I asked about it with finance. I said, "Is this reimbursable?" They said yes. For the district office, it is. I can bring things up, I can say you can buy these but ultimately if the chief of staff determines that it is appropriate I will ...

Paul Solis: Okay, so items that are, I mean I asked that question items the house has like furniture. I don't want to talk about things the house doesn't have because that's a separate issue. Items the house has like ...
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Paul Solis: Well, I want to ask my question first. Pens are something that you’d purchase from the house. They’re not just items that the house gives you like for example chairs, like modular furniture. I want to ask about items like that, furniture items, desks, chairs, the house has those items to give to offices. Would Mr. Schwab make purchases on those types of items that the house would have that in your opinion may not need to be purchased?

Former Fin. Admin.: To the modular furniture, the office does not pay for modular furniture when it’s set up in that office for the particular staffers that are there but they then would have to pay for modular furniture through the house if they changed the configuration after. That is what I believe the modular furniture was for. Things that you would also purchase through the house but you would, it would go to MRA would be like standing desks, which would sort of fall under that modular furniture. I have other offices, the ergonomic chairs.

Paul Solis: I’m just asking ...

Former Fin. Admin.: I’m sorry.

Paul Solis: I’m just asking did you ever raise a concern with Oliver? Hey, Oliver the house has this you don’t need to buy it. Did you ever raise that type of concern?

Former Fin. Admin.: Yes.

Paul Solis: Okay, moving on from that what about just the general nature of amount of expenditures so this looks like an awful, for example, this looks like an awful lot to spend on pens. This looks like an awful lot to spend on folders or binders or anything else. Would you raise those types of concerns?

Former Fin. Admin.: Yes, I did. Yes.

Paul Solis: Then as you discussed you would also raise the type of concern about particular items for example a heater, where it was a larger dollar item and it just sort of triggered to you do we need this. You would also raise those types of concerns.

Former Fin. Admin.: Yes.

Paul Solis: Those three sort of categories of expenditures for office type equipment you raised concerns in all three of those categories?

Former Fin. Admin.: Yes, I did.

Paul Solis: Okay, I realize my question might’ve been a little confusing. I just wanted to sort of make sure I understand all those different things.

Former Fin. Admin.: Yes.
Jeff Brown: I have a couple quick questions before we wrap up. What can you tell me about Oliver Schwab's wife being hired as a temporary employee in Representative Schweiker's office in 2014?

Former Fin. Admin.: Not much, I knew her because we were both schedulers for Pennsylvania delegation. Basically, what I know is when she got engaged to Oliver the office decided that she should not be the temporary for us in doing the office finances. She suggested me as someone that she knew as another scheduler who was a shared staffer. At the time I did scheduling along with financial administration for one office. I pretty much knew maybe for a couple of days that she had done it and got her thumb drive of the information.

Jeff Brown: She did scheduling and finance for Representative Schweiker?

Former Fin. Admin.: No, she handled scheduling for a Pennsylvania member; which I at the time handled scheduling for a Pennsylvania member. I had worked with her for pro-life Pennsylvania. There's a lot of folks that come down for pro-life so we do provide refreshments and benefits as a state. That's how I knew her. I don't think she did the scheduling for Schweiker.

Jeff Brown: Do you know what she did in Representative Schweiker's office?

Former Fin. Admin.: As far as I knew, she only handled finances, that's all that I know.

Jeff Brown: Did you have any concerns about her working in Representative Schweiker's office?

Former Fin. Admin.: No, because I believe as soon as they got engaged that's when they hired me or shortly thereafter. I did not know that she worked for Representative Schweiker until she sent me an email saying hey, I just got engaged. I've been working for this office, are you interested. Are you looking for another office?

Paul Solis: Was there any overlap between the time you started with Representative Schweiker's office and her time there? For example, you walk in the office and she's there.

Former Fin. Admin.: I don't believe so. If so, maybe a day or so. I think I came in maybe on the 14th or 15th and she probably left that same time. I don't remember if I put in the appointment and termination paperwork or she put that information in.

Jeff Brown: This article references - this article I'm referring to the Philip Wegmann article in the Examiner - references former staffers. Do you know who the former staffers are that are referenced in this article?

Former Fin. Admin.: I do not.

Jeff Brown: Do you have an educated guess about who they might be?
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Former Fin. Admin.: Maybe but I don’t know who is still with the office and who’s not with the office at this time.

Jeff Brown: Recognizing that you do not know who these sources are, do you have any thoughts about who may or may not have talked to the Examiner about these sorts of issues?

Former Fin. Admin.: No one has presented themselves to me to say hey, did you know anything about this. There’s no staffer, since I left the only communication I’ve had is if there’s been a bill that’s come in that may have come to me because it’s a newspaper bill that comes in once a month that I’ve been sent to the office. I haven’t contacted...

Jeff Brown: Has anybody from Representative Schweikert’s office contacted you about this article?

Former Fin. Admin.: No.

Jeff Brown: Have you spoken to anybody about the article?

Former Fin. Admin.: I’ve spoken to a couple of my chiefs simply to say hey, this is a former chief. You might want to use this as guidance...

Jeff Brown: Why did you say former chief?

Former Fin. Admin.: He was my former chief. I’ve talked with some of my current chiefs to say hey, this information is here. I maybe asked questions about this because I was here. I read it.

Jeff Brown: Have you talked to anybody else about the fact that you’re meeting the OCE?

Former Fin. Admin.: My husband was in the room when you called.

Jeff Brown: You made a statement that you...

Former Fin. Admin.: I did contact a friend of mine who’s a lawyer and just said, I didn’t say what it was. I didn’t say who I was meeting with but just that I was being called as a third party witness. Do you have any suggestions cause I’ve never had to do this before.

Jeff Brown: Understood. I noticed and as we’ve discussed, you brought a file of a couple of documents, some of which we discussed here today. Are there any other issues that you feel like we should discuss in light of what we discussed or are there any other documents that you wanted to walk through with us?

Former Fin. Admin.: You have mentioned that you haven’t expressed who is being investigated. I can make an educated guess. I don’t know. I think of good in people. I know on more than one occasion I said as long as you guys are okay with this being in the paper cause this could, you know as ultimately it represents the congressman, which is what I, if you ask my other chiefs if they will and I’ll
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tell them the same things. If they have questions I'll say talk to ethics. If
there's something that you aren't sure of, if there's a news story on it ...  

Paul Solis: Did you or Oliver ever reach out to the committee on ethics based on any of
the things we talked about today, any of the expenditures? I should it put it
this way, did you ever reach out to the committee for guidance based on the
expenditures you saw from Mr. Schwab?

Former Fin. Admin.: I know I reached out for paint in the office. I know I reached out in reference
to ethics training and financial disclosure and told him to reach out to ethics
about that because ultimately it's on him. I know I reached out either to
finance or to ethics about Harvard and honestly I don't remember if it was to
finance because I had reached out prior to another one or if it was to ethics
that I reached out.

Paul Solis: Was this over the phone or over email?

Former Fin. Admin.: Could be both. I know I have advised with ethics to make sure you get things
in writing from ethics replies that they reply to writing so that you can ...

Paul Solis: You should check your emails to see if regarding the Harvard expenditure
from Mr. Schwab the reimbursement request to see if you emailed the
committee on ethics or they emailed you back with some sort of response.

Former Fin. Admin.: Okay.

Paul Solis: Jeff will be following up with you on that. Going back to this folder you have
of documents, some of which you shared with us, how did you go about
deciding what would go in that folder?

Former Fin. Admin.: I read the article and said, you said that it was about office finances so ...

Paul Solis: You went through your ...

Former Fin. Admin.: I looked at ...

Paul Solis: You went to your official emails and pulled what you thought to be relevant
documents related to your communications with Mr. Schwab or
Representative Schweikert, put in that folder and brought them here today?

Former Fin. Admin.: Yes, I did.

Paul Solis: You have backed up actual emails in your Outlook of all these emails?

Former Fin. Admin.: Like I said ..

Paul Solis: How did you get these emails? Did you print them from ..

Former Fin. Admin.: Yes, I printed them.

Paul Solis: So they exist right now sort of in your archives?

Former Fin. Admin.: Yes.

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1 Paul Solis: Okay, I mean...

2 Former Fin. Admin.: I'm sure you guys can get them. You're a lot more f*ckin' savvy than I am.

3 Paul Solis: We just like to request them now. You've got them there. We'd like to request them now and take that with us if that's all right with you. They'll remain during the investigation they'll remain confidential. We'll do our best to go through them, review them.

4 Former Fin. Admin.: Ethics, travel budget, leadership.

5 Paul Solis: I mean have you pulled them and felt that they were relevant to our questioning, we'd like them all.

6 Former Fin. Admin.: Not all of these are for...

7 Paul Solis: Are those unrelated to our review today?

8 Former Fin. Admin.: Well that's the article. This is about they requested my records so I gave them all the records.

9 Paul Solis: You mean when you were terminated?

10 Former Fin. Admin.: Yeah, I don't know if you want those because they picked up the wrong records originally. This was I stopped by to pick up vouchers.

11 Paul Solis: Yeah, probably nothing related to...

12 Former Fin. Admin.: This was well, Oliver wanted to do some sort of wall mount system and I said, well he said do you think, I said I don't believe they offer, they do do wall mounts.

13 Paul Solis: Related to expenditures.

14 Former Fin. Admin.: This was how I knew to ask if it was personal or going for the office because this was for a different office, had asked about a registration fee and so I went to finance and said this would be reimbursable, yes. The person was out and I said do a follow up call, I spoke with Keith. He said it was okay as long as there's no credit, personal gain for the staffer and we were okay with it being in the statement of disbursement, correct. That wasn't for this office.

15 Paul Solis: Okay but it...

16 Former Fin. Admin.: This was from 2015 and so then when...

17 Jeff Brown: This, in your decision making process, I think that would be helpful, yeah.

18 Former Fin. Admin.: I don't want to get the other office in...

19 Jeff Brown: No, I understand.

20 Former Fin. Admin.: That's why when he presented it to me that's why I said okay.
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1  Jeff Brown:  Okay, got you.
2  Former Fin. Admin.:  There may be either emails if you guys want to send IT people.
3  Paul Solis:  Okay, well we appreciate this and I think this and also, you know the
4     information that you, some of the information you provided us with is based
5     off you, so it’s good to have them to be able to make sure it corroborates the
6     things you said to us and so we appreciate that. That’s definitely helps us
7     going forward.
8  Former Fin. Admin.:  That’s why. I know he took a lot of trips but from what was presented to me,
9     it was presented to me as official for the office.
10  Jeff Brown:  Do you have anything else?
11  Paul Solis:  I don’t have anything else.
12  Jeff Brown:  Okay, well thank you Former Financial Administrator, with that we’ll end the
13     recording and thank you for your time.
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ERRATA SHEET

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| 21   | 23   | Pitts" | grammar/spelled wrong |
| 22   | 6    | change "to" to "too" | incorrect "to" |
| 24   | 21   | change "like" to "look" | |
| 28   | 13-14| change, number of constituents. | clarification |
| 29   | 9    | change, month to "year" | condition clarification |
| 19   | 15   | change, "maybe" to "may be" | grammar |

This errata sheet is submitted subject to 18 U.S.C. § 1001 (commonly known as the False Statements Act).

Witness Name: [Redacted]

Witness Signature: [Redacted]

Date: 04/18/18
EXHIBIT 3
Transcript of Interview of
Former Legislative Director
January 31, 2018
Jeff Brown: All right, I've got the recorder on here. This is Jeff Brown with the Office of Congressional Ethics. With me is Paul Solis. We are in the Office of Congressional Ethics Conference room. Before us is Former Legislative Director ("Former LD"). It is January 31st, 2018. It's about 2:55 P.M. Former Legislative Director has been provided with a copy of the false statements warning and signed the acknowledgement form, and with that, we will get started.

Jeff Brown: All right, Former Legislative Director, you were previously employed in Representative Schweikert's office, is that correct?

Former LD: Yes.

Jeff Brown: Okay. In what roles were you employed by Representative Schweikert?

Former LD: I started in 2011 as a legislative assistant, and then over the course of approximately six years I was with him, I served as a legislative assistant, senior legislative assistant, and legislative director.

Jeff Brown: Okay. Can you just walk us through roughly when those promotions occurred?

Former LD: Let's see. Legislative director position, I took off that role on in, I want to say June 2016. From May, June time frame of 2013 to 2016 I was a senior LA. Then prior to that, I'm having trouble remembering the time frame, when I went from LC to legislative assistant, but it was about a three-year span from when I first joined the office, or I guess two years from when I joined the office and then became senior LA. Over that two years, I went from LC to LA.

Jeff Brown: Okay, Do you remember roughly when you joined the office?

Former LD: When David took office after being elected in November of 2010, I joined his staff officially in January 2011.

Jeff Brown: You're no longer with Representative Schweikert's office?

Former LD: Correct.

Jeff Brown: Where are you now?

Former LD: I'm a consultant with IBM on an Air Force contract.

Jeff Brown: Did you work anywhere in between IBM and Representative Schweikert's office?

Former LD: I began talks with the Mick Mulvaney office to move over there in the winter of, let's see, 2016. Prior to him receiving the nomination, and then officially joined the Mulvaney office for a brief tenure before he resigned to become budget director. Then I transitioned the office to the new member, and officially left the bill in July of 2017.

Jeff Brown: When you were in Representative Schweikert's office, did you work with Beau Brunson?

Former LD: Yes.
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Jeff Brown: Okay. Who was Beau Brunson?

Former LD: At the time when I first joined the office, Beau was a legislative assistant. Then, not
sure what the time frame is, but then he became legislative director and then deputy
chief of staff in the Schweikert office.

Jeff Brown: I should have asked you this first. Who did you report to while you were in
Representative Schweikert's office?

Former LD: I don't think there was a true linear reporting path. But, if I was to say my direct
supervisor, the majority of time I was in the office was Beau Brunson.

Jeff Brown: How about Oliver Schwab, what was his role in the office?

Former LD: Oliver was the majority of the time, Chief of Staff. He left for a brief period to focus
solely on David's campaign work during the 2012 election cycle, I believe it was,
when he was, had a primary with Ben Quayle who was also a sitting member of
Congress at the time. He came back in, I believe a senior policy advisor role for a
short time, and then regained the Chief of Staff role.

Jeff Brown: What... when you were in Representative Schweikert's office, what was your
involvement with financial matters such as budgeting or MRA disbursement
requests?

Former LD: Limited at best. Outside of submitting MRA reimbursements requests, Oliver almost
overwhelmingly maintained full control over that process and then, also worked
with Beau for a period of time near the end of the time Beau was in the office, when
Beau was kind of the one overseeing that process.

Jeff Brown: When you say that process, what are you referring to?

Former LD: The reimbursement process.

Jeff Brown: Okay. How about budgeting?

Former LD: Again, that was overwhelmingly Oliver and then Beau maintained a portion of it for
a short time near his tenure in the office.

Jeff Brown: Aside from Beau and Oliver, was there anybody else who handled financial matters
in the office?

Former LD: Over the six years I was there, I believe we've had a couple of different folks who
were the financial administrators. I believe, let's see, Mary O'Connor was there for a
time. I'm not sure what time frame or when she was there. There was April
Blankenship, I believe her name was, she was also one of the financial
administrators. Then I also believe Kelly Roberson had some, at least fidelity on the
issues, if not, when she was kind of in the administrative position, doing David's
scheduling before taking over policy. I think she worked closely with Oliver in some
of the budgetary matters.

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1 Jeff Brown: What I'd like to do now, I just want to show you, just a couple documents. So you're
2 aware, you may or may not have had anything to do with these documents, but I'm
3 going to ask you some just very specific questions about them. First one I'm going to
4 hand you is, just for the record, it's labeled CA0_0005 and that runs through 0010.
5 Just generally, what is this document?
6 Former LD: This looks like it is a reimbursement form for the travel credit card, for trying to
7 see ... was it plane tickets, reimbursements?
8 Jeff Brown: Yeah, I want to just draw your attention to the front page real quick.
9 Paul Solis: Just real quick, is this something you would see in your role, throughout your time,
10 in your various roles, sorry, at Representative Schweikert's office, would you ever
11 see these forms?
12 Former LD: Yes, but again, I didn't have any involvement as far as signing off or managing
13 reimbursements outside of my own reimbursements which, when I would do
14 reimbursements, is always for my own card, and then be reimbursed from that. I
15 never used the government card for any of my travel or any of the, you know, events
16 that we organized.
17 Paul Solis: When you would submit the reimbursement documents, would you submit that to
18 someone else in the office or directly to payroll and finance?
19 Former LD: It depends. When we had a financial administrator, either April or Mary, I would fill
20 out the forms and give the forms to them, or I'd give it to Oliver to manage.
21 Jeff Brown: Would there always be ... I should ask you like this. How many individuals would
22 look at a travel reimbursement form that you submitted before it went over to the
23 office of finance?
24 Former LD: It would depend. If it was solely when Oliver was managing the office finances and
25 we didn't have a financial administrator, it was usually just Oliver. If we did
26 have a financial administrator, it was usually them and with Oliver's
27 acknowledgement or Oliver signing off on the member's signature on the
28 reimbursement forms.
29 Jeff Brown: You sort of touched on my next question. Who are authorized signers in
30 Representative Schweikert's office for a disbursement form like this?
31 Former LD: Oliver. I believe Roau was, at the end of his term, when he was managing it, and I
32 believe Kelly was as well. I'm not certain on Kelly, but I believe when she was also in
33 that administrative role, she had some authority to sign off as well.
34 Jeff Brown: Would Representative Schweikert ever have any involvement in MRA disbursement
35 requests like this one?
36 Former LD: Not that I'm aware of. At least none that I've ever personally been involved with. It
37 was always at the staff levels and never took it to the member directly.
38 Jeff Brown: Do you know whose signature that is on page five?
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Former LD: I couldn’t tell you.

Jeff Brown: Were there any specific policies and procedures in Representative Schweikert’s office regarding MRA disbursements, be they for travel, office supplies, or whatever it might be?

Former LD: None formally that I was ever aware of. There were, more often than not, when we did have official functions or need to use MRA funds, we were told to put it on our personal card and submit the reimbursement. But outside of that, there was never any official policy directives that were pushed down from leadership down to staff.

Jeff Brown: Who in the office would you say would’ve been the most knowledgeable about the spending practices of Mr. Schweikert?

Former LD: Outside of our financial administrators, when they were on board, I don’t think there was anyone who ever had true fidelity over his use of the MRA. Perhaps Beau and Kelly had some insight onto that when they were working those issues, but I don’t think there was anyone who would provide kind of a check and balance.

Jeff Brown: Okay.

Paul Soltis: Why do you say that?

Former LD: Well, as chief of staff, one, Oliver maintained pretty close hold over the budgetary matters. I don’t think there was ever anyone who truly had a grasp over how money was being flowed or either payroll or MRA reimbursements. David certainly gave Oliver a lot of leeway to run the office as he saw fit. As long as issues weren’t arising, David didn’t really bring it up, at least not in my presence. And then other than that, it was a small portion of when Beau was managing the financials in connection with Oliver, I don’t think, outside of the financial administrators, there was anyone who really were working with Oliver closely.

Jeff Brown: You mentioned a couple times that there was either a period or some periods of time where there was no financial administrator that would have been working with Oliver on financial reimbursement, MRA disbursement matters. Do you recall roughly what time periods those were?

Former LD: No, not off the top of my head.

Jeff Brown: Was that for the majority of your time in the office or for a more limited time?

Former LD: I think it was more limited near the latter half of my time in the office. Trying to think over here. Yeah, I’m having trouble drawing a time frame and I wouldn’t want to speculate, but it was certainly in the second half of my time in the office when there was more a financial administrator engagement.

Jeff Brown: At some point, did Mary O’Connor leave Representative Schweikert’s office?

Former LD: I think she left the office similar to when I was leaving the office, if I remember correctly. It could’ve been slightly before that, but in that winter of 2016 if I recall correctly.
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Jeff Brown: Do you know if anyone replaced Mary and took on the financial administrator role?

Former LD: Not that I’m aware of.

Jeff Brown: When you were working with Representative Schweikert’s office, how frequently would you travel?

Former LD: I traveled a number of times on DOD-organized StaffBels. I would say a handful throughout the year. And then I believe there was a couple MKA trips I went on In the later half of my time in the office and only one trip that was paid for with my personal card and then reimbursed to the office.

Jeff Brown: Did you have occasion to travel out to the District?

Former LD: The few times I did go out in the District, usually the way we set it up is we’d have a DOD-staffed, that went out to various installations and then I would stay in the District following, follow on. So there was no travel payments or anything of that nature. I’m also from the District, so I stayed at my home. I think I... other than some gas receipts, there was no reimbursements I was submitted. There was no hotel and no flights.

Jeff Brown: Aside from yourself, who else would travel back and forth to the District with some frequency from the D.C. office?

Former LD: Oliver would go fairly frequently. I would say couple times a month. I believe Kelly went a number of times. Kat Dinstein used to go out there when there were... What was it? Some task force that they were part of, Valley Fever Task Force, and then Beau went a number of times. But as far as how often they would go, I couldn’t really quantify that.

Jeff Brown: Can you generally explain to me the process by which a staffer like yourself or Beau or Kat would coordinate travel to and from the District?

Former LD: It was a fairly informal process. Essentially, if there was a need to be on the District or they had the authority to set up the necessary meetings with industry or with state global stakeholders, book the hotel, book the flights, rental car if needed. Again, the guidance we were given was overwhelmingly “Put it on your personal card and submit reimbursements.”

Jeff Brown: So you’re in the District, you’re gathering receipts, what happens at that point?

Former LD: I can’t speak for the others. The way I usually worked it is... For incidental funds, even more often than not, I just ate that cost if it was $10, $5 while getting something to eat or food at a gas station. But for gas and mileage, any other receipts, hotels, car rentals, once you had it, essentially fill out the MKA reimbursement forms and submit it to either Oliver or one of the financial administrators.

Jeff Brown: Were there any specific policies and procedures in Representative Schweikert’s office regarding travel or reimbursements for travel?

Former LD: None. Not that I’m aware of, at least.
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Jeff Brown: Okay, who's providing approvals for staffers to travel to and from the District?

Former LD: The majority of the time, it was Oliver. We would let the member know that, obviously, that the travel's taking place and provide context of why it was taking place. But ultimately the thumbs-up/thumbs-down, no-go/go, was on Oliver to make that decision unless David had objections for some other reason, which, at least when I would travel out there, he never did.

Jeff Brown: Okay. How involved was Representative Schwellert in the process of approving and disapproving? I mean, we sort of touched on he may have been aware but can you talk a little bit more about his involvement in approving or disapproving travel?

Former LD: Certainly. We would certainly provide context of why we're going, who we're meeting with, if there were meetings that the member was having, sit in on those if they were within our purview, or provide at least context of why the meeting were taking place and why we're going out to District. But he never ... outside of acknowledging that we were taking the trip, he never objected to it or had concerns with staff travel.

Jeff Brown: When staff would go out to the District, would they generally stay in... Was there a specific hotel that they would generally stay in that was close to the District office?

Former LD: Again, I don't know. I've always stayed at my parents' home. I'm not sure what hotels the other staff used.

Jeff Brown: Having said that, and I appreciate that, do you know if it was practice for staffers to rent cars when they went out to the District?

Former LD: Yes, I believe so.

Jeff Brown: Were you aware of any staffers ever traveling to the district, or to other destinations, and being accompanied by their spouse... And when I ask that question I don't mean to suggest that official funds were being used for the spouse, but did anyone ever travel with their significant other?

Former LD: So, I know Oliver's wife, Ana, traveled with him pretty frequently. Outside of Oliver, I don't believe Beau's wife ever traveled with him when he went to the district, and I, as far as I am aware, no other staff took any partners with them on their travels.

Jeff Brown: You said that you were aware that Oliver's significant other traveled with him frequently. How were you aware of that?

Former LD: I mean, outside of just, kind of, office conversations taking place, Ana was, from her prior work when she was with Congressman Rothfus, and then her continued work lobbying, there was significant engagements with the office, and, so, she was... Essentially she was around quite a bit, so you knew when they were traveling that... You know, they were very friendly, would, you know, say, oh, we're going out to district, or we're going to, you know, somewhere else. But I know they traveled together very frequently, not just to the district but all over.
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1 Jeff Brown: Okay, what’s “very frequently” to the district?
2 Former LD: Again, I think it’s probably relative, but Oliver was going out there, either by himself
3 or with Ana, at least a couple times a month from what I remember, and, you know,
4 obviously it ebbed and flowed, but I’d say at least two, three times a month he was
5 going out to the district. And then, you know, they ... If the House wasn’t in session
6 he wasn’t in town, he was traveling somewhere else or back in the district.
7 Jeff Brown: Okay, I realize it would be an estimate, but could you give us an estimate for how
8 frequently Mr. Schwab’s partner would travel out to the district with him?
9 Former LD: It would be hard to quantify. You know, I would say ... 
10 Jeff Brown: More than five times a year?
11 Former LD: I think that’s an accurate statement.
12 Jeff Brown: So, you think approximately five times a year is a reasonable estimate?
13 Former LD: I think if you were to say five times a year I wouldn’t be surprised with that number,
14 I just ... It doesn’t seem high to me, so I ... But, again, I really can’t quantify how often
15 they’ve traveled.
16 Jeff Brown: You said that Oliver’s partner was frequent ... I don’t want to put words in your
17 mouth, but you said she was lobbying the office, can you tell me a little bit more
18 about who she is, what her role-
19 Former LD: Right.
20 Jeff Brown: ... was?
21 Former LD: So, to clarify, she didn’t lobby the office in the lobbyist sense. She was a lobbyist.
22 Jeff Brown: Okay.
23 Former LD: Her ... The firm they worked with had clients in the district. So, the folks that she
24 worked with would come and lobby the office. I don’t believe Ana ever personally
25 did, but they were on the Hill often because of their work. So, when they had
26 downtime they would come into the office, they’re ... You know, the same functions,
27 given the connection to Arizona industry. So, they’re ... So, she was around the office
28 relatively significantly ... Significant amount of time. At least, much more than any
29 other significant other or partner.
30 Jeff Brown: Was there a point in time that Ms. Schwab was working in Representative
31 Schweihter’s office?
32 Former LD: So, I don’t believe she ever worked in the office. If I remember correctly there was a
33 point in time where she was receiving campaign funds and doing some campaign
34 scheduling, but I don’t believe there was a time, that I recall, where she was ever a
35 direct employee of the office, at least, not that I’m aware of.
36 Jeff Brown: Okay. Can you tell me more about what you know about her work for the campaign?
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Former LD: So, very limited, outside of the fact that I was told she was doing campaign
2 scheduling, I really don't have any other information outside of that. You know, if
3 she was doing more than that I wasn't aware of it. I had limited involvement in the
4 campaign.
5
6 Former LD: I believe she was being compensated.
7
8 Paul Solis: Okay, and you said you had limited involvement in the campaign?
9
10 Former LD: Yes.
11
12 Paul Solis: What types of things did you do for the campaign?
13
14 Former LD: So, I'd provide policy support for David ahead of meetings, essentially. So, if he was
15 going into a meeting with Boeing, and prior to that I'd be asked, you know, what's
16 going on with Boeing's Apache multi-year funding, and just provide some basic
17 background for the member prior to him going into those meetings.
18
19 Paul Solis: And that's related to the campaign, or his official office?
20
21 Former LD: So, it was asked of me, as an official staffer, knowing that they were to support
22 campaign events, essentially. So, you know, official... His official business, or official
23 work wouldn't have those schedules, but he'd be holding a fundraiser; going to a
24 tour of the facility on Arizona, Oliver would ask, get David smart on the issue before
25 he goes out there, and I would provide that policy kind of background.
26
27 Paul Solis: Okay, and would you do that over here in his office, or in the congressional office?
28
29 Former LD: Yes.
30
31 Paul Solis: Or sorry, the district office?
32
33 Former LD: No, the DC office.
34
35 Paul Solis: Okay, and would Oliver say to you that, you know, you're going... This is in your role
36 now as a campaign volunteer or some other role with the campaign?
37
38 Former LD: No.
39
40 Paul Solis: No. Did you understand yourself, at that time, when you'd be briefing
41 Representative Schweikert, that you're briefing him so that he'd be prepared for a
42 campaign event?
43
44 Former LD: It probably was never explicitly said, but yes, that was understood.
45
46 Paul Solis: Why did you have that understanding?
47
48 Former LD: Well, he wasn't meeting with folks from Boeing in his capacity as a member of
49 Congress, he was doing that as a... In his capacity as a candidate for Congress. So
50 while, you know, it was never laid out, hey, provide this for a campaign event, it was

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1 structured as, you know, David wants to know about issue X. So, the phrasing of the
2 questions, it was always kind of that wink and nod that it was for the campaign, or
3 for campaign event, but never explicitly said.
4
5 Paul Solis: Okay, but you would know that it was ... The event that you were preparing for was
6 a campaign event.
7
8 Former LD: Yes.
9
10 Paul Solis: You, personally, would know that?
11
12 Former LD: Yes.
13
14 Paul Solis: Okay, how often would you say that would happen?
15
16 Former LD: It fluctuated, obviously, depending on the election cycle. You know, it was, I would
17 say, in an on cycle it was 20% of my time.
18
19 Paul Solis: 20% of your congressional duties would be preparing Representative Schweikert
20 for campaign events? Or meetings, campaign-
21
22 Former LD: Right, so ... It would probably be hard to say 20%, but it's less than 50, more than
23 10. I mean, it would all depend. There would be weeks where, and I'm sure you
24 guys know, where there would be a number of things, and during that time there
25 was a lot of buildup for those events, and then there was times where ... You know,
26 it's feast or famine, so there would be no engagements that I supported that were
27 within my portfolio. So, I think it depended upon the time of the year, as well as who
28 he was meeting with, so it's hard to quantify, but, you know, when there were those
29 meetings in my portfolio, I would say 20%, more than 10%.
30
31 Paul Solis: Okay. Would you ever attend any of these events?
32
33 Former LD: I've attended a number of fundraisers here off campus, none of the events outside in
34 the district.
35
36 Paul Solis: And by events here in DC, off campus, you mean events for Representative
37 Schweikert?
38
39 Former LD: Yeah, so fundraisers that industry or PACs were doing to support his campaign.
40
41 Paul Solis: Okay, and when you talked about those times where Mr. Schwab would task you
42 with preparing Representative Schweikert prior to one of these events, or one of
43 these meetings, would you then later go to that same event in DC?
44
45 Former LD: Not all the time. There were certainly times where that took place. I-
46
47 Paul Solis: What would be your role, then, at the event? Would you have any type of role, what
48 would you do?
49
50 Former LD: My role was essentially to network, to provide support to David as he needed it, but
51 also, one of Oliver's focus was showing a accessibility of staff to industry to local
52 stakeholders. It was much more just being there, being presented, being, supporting
David and then being able to talk through any issues that were currently going on
within that specific issue.

Paul Solis: At those events, did you understand your role to be with the campaign, or as an
official, congressional staffer?

Former LD: I think it probably depended on the event. I think there was a number of events that
were probably in a, at least perceived to be more of a gray zone in how David was
going to be represented at that. If it was a true fundraiser or if it was an industry
meeting that he was going with. I think Oliver usually, on the back end, had Oliver
set up an industry meeting with the intention, knowing that there would be a
donation coming from their PAC following the meeting. It'd really depend on how
the meetings or how the engagements were structured as to what my role going into
it was, or how I understood my role.

Paul Solis: Okay. Did you ever have a formal role with the campaign committee?

Former LD: No.

Paul Solis: Were you ever paid for any work you did?

Former LD: No.

Paul Solis: Did you ever volunteer for the campaign committee?

Former LD: No. It was always expected that we would be accessible to support as needed. But
we, for the most part, never had any official engagements or roles with the
campaign.

Paul Solis: Okay, and when you say “we,” who do you mean?

Former LD: The majority of the staff.

Paul Solis: The congressional staff?

Former LD: The congressional staff, yes.

Paul Solis: When you say “expected,” that there was an expectation, who was setting that
expectation?

Former LD: I'm not sure if it stemmed from David down or Oliver down. If David didn't establish
that expectation, he was certainly aware of it and allowed it to exist.

Paul Solis: Why do you say that?

Former LD: Because we were clearly providing him support for what he was going into as a
campaign event. I think from my point of view, it would just be naïve to expect that a
member of congress is unaware of where the support their staff is providing them
supports.
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1 Paul Solis: Did Oliver or Representative Schweikert ever explicitly say to you or to anybody else who was a congressional employee, “There is an expectation that you do work for the campaign in some capacity,” or something like that?

4 Former LD: I don’t believe it was ever explicitly laid out, but the expectation was there.

5 Paul Solis: Okay. You mentioned there would be times you meet with an industry group, and prior to that meeting, it was an expectation you had, or an understanding you had that it was an official, officially related congressional meeting, based on official purposes, right?

9 Former LD: Yes.

10 Paul Solis: Then later on, you mentioned that Oliver, it was your understanding that Oliver would have some connection to a potential fundraising event tied to the same group or organization later on.

13 Former LD: Yes.

14 Paul Solis: Could you give us an example, or does anything come to mind, of that circumstance in particular happening?

16 Former LD: The one example that comes to mind is, some aerospace industry representatives held a luncheon with David in an official capacity when he was on the science and tech committee. Either a day or so after that, Oliver mentioned that the following, that he received a PAC contribution from the same representatives that we met with. That’s kind of one example that shapes that narrative, where there were a number of events that were held to support David as an official member of Congress, in his capacity with the expectation that him attending those events would have a follow on contribution to the campaign.

24 Paul Solis: Did he ever talk to you about statements made by people? Not necessarily these aerospace people, but others “that give us a meeting, we’re going to get a contribution,” type of thing, or any statements that you can recall that would connect those two ideas?

28 Former LD: The one example, I forget the organization, the gentleman was advocating for grant funding in Africa. I can’t remember the organization specifically, but he, the gentleman and his organization contributed to the campaign and following the contribution, Oliver asked me to set up a meeting with him to discuss their issues.

32 Then following that meeting, we subsequently submitted letters in support of their initiatives.

34 Paul Solis: Okay. Did Oliver explain to you why you would submit those letters?

35 Former LD: What I was told is, that the gentleman .. donated to the campaign and that we want to be as friendly as we can and as helpful as we can because of those contributions. I don’t think there was a direct quid pro quo, but Oliver clearly made it certain that we wanted to be helpful because he was a donor.
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Paul Solis: Are there other instances besides this grant organization that was requesting a grant for interest in Africa? Was there any other organization you can recall that had the similar circumstance?

Former LD: We did, or at least I did in my capacity, quite a bit of work for some industry in the district that essentially is a defense contractor, and they were large donors to David’s campaign. Also tied to that is, they are also a client of the company that Ana worked for, when she was lobbying. It was clear that given the relationships that were built, their donations, we wanted to be as forward leaning as possible in advocating for their products, armed services, and appropriations committee. That, from when I was handling those issues, it was at least a three-year span where I was closely engaged with that. With the firm representing them as well as with the company to advocate for their issues.

Paul Solis: You said it was clear. I mean, Oliver’s telling you that preference needs to be given to these people?

Former LD: Yes.

Paul Solis: What’s the name of the company?

Former LD: FireTrace.

Paul Solis: FireTrace, and what’s the name of Mr. Schaub’s wife’s lobbying company?

Former LD: The client moved a couple of times with them. It was a Teddy Enyon. E-N-Y-O-N, I believe. Enyon was their representative, and as he switched firms from I believe, was it Rothschild or Fox Rothschild, I forget the name of the firm, but they also moved with them. They’re a Scottsdale based company that provides fire suppressant to DOD and throughout my time in the office, as one example, where there was a close linkage between our work supporting industry in the district, to the campaign contributions David was receiving.

Paul Solis: Okay. What’s your understanding of Representative Schweikert’s knowledge of, let’s break it into two categories. Preference given to Mrs. Schaub’s clients, and also this preference towards campaign contributors? What’s your awareness of his understanding those two?

Former LD: At least in my presence, there was never any explicit conversations where David directed us, staff, to provide preferential treatment to Ana’s clients or to campaign donors. There were some discussions based on donors as far as who was giving what in the office, but from my experience at least, to me, David never said, “these folks are giving money. Take care of them.” It was usually driven from Oliver.

Paul Solis: Are other people in the office, Beau and you know, other staffers, is this something people were talking about?

Former LD: I mean, everyone was certainly aware of it, and I think it ebbed and flowed based off of the amount of worked that was being asked to be done driven by the campaign
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compared to, you know, the work that was being asked to be done specifically to
support David as a member of Congress.

Paul Solis: And when you were tasked with preparing him over in his congressional office on
congressional time for these campaign events, I mean, how did you feel about it? Did you
feel uncomfortable? Did you feel like it was an odd thing to ask you to do?

Former LD: So, I wasn’t happy with it. I usually grumbled because usually those were issues that
David didn’t care about otherwise, but because he was going to a fundraiser; to
some other campaign event, he wanted to pretend or act as, you know, that he was
heavily engaged in these issues. So, it was redirecting my time and efforts to focus
on an issue that Dave … I knew David didn’t care about outside of that meeting that
was going to take place.

Paul Solis: And when you said you would grumble about it, is this to yourself, or to other staff,
or to Oliver, or to Beaud?

Former LD: All of the above.

Paul Solis: Would you bring your concerns to Representative Schweikert?

Former LD: No.

Jeff Brown: Oliver?

Former LD: I don’t think I’ve ever explicitly directed concerns that I felt what I was being asked
to do was inappropriate. I think there was an expectation as a member of the staff
you were going to provide that level of support, that it was a 24-hour on call, you
know, supporting the member as needed at the member’s will in order to ensure
that he was a successful member of Congress.

So, I think, at my time there, I probably felt … Reflecting on it I probably felt that had
I initiated those concerns directly to Oliver that it would bring my employment into
the office in question.

Jeff Brown: What do you mean by “in question”?

Former LD: I think if there was a question about either my commitment to support David or my
commitment to support Oliver in these efforts that it would have swayed how I was
viewed in the office, and either my promotion potential, salary increases, or bring
into question my need to continue to be continually employed in the office.

Jeff Brown: And when you’re talking about these efforts you mean these efforts to support
Representative Schweikert on fundraising related activities?

Former LD: Yes.

Jeff Brown: Who are these other staffers that you mentioned that would have been working on
the House campus to supply either research or support to Representative
Schweikert for fundraising activities?
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Former LD: So, I think Kat Dimenstein handling the healthcare portfolio did quite a bit of that work. Outside of that I think Beau and Kelly, for the majority of the time I was there, would probably have been the most engaged on those issues. I don’t know... For a long time there was little staff turnover, and then there’s somewhat of a core nucleus of Kelly, Beau, Kat, and myself, for a good number of years.

Jeff Brown: And like you, Kat. Kelly, Beau would be asked to provide this support, or provide this research while working in the House office complex?

Former LD: Yes. Again, I don’t think it was ever explicitly asked or made clear that the efforts were going to support campaign, but, again, it was to support a... You know, David’s meeting with industry, or David’s meetings with constituent groups that were known contributors to the campaign.

Paul Solis: Well, I just want to be clear about that, because I think, you know, when you first mentioned this you said that you would have an awareness that there was an actual campaign event that you’re prepping him for. You know, that’s different than, let’s say, a meeting with constituents that, on its face, has an official purpose-

Former LD: Right.

Paul Solis: - which might then later be campaign related because those people made contributions to the campaign. To Jeff’s question, then... I just want to be clear about other staffers, including yourself, tasked to do research, tasked to prep the member for campaign events, just want to be clear that that occurred, not where you surmise that there might be a campaign tie-

Former LD: Right.

Paul Solis: - but there were actually events that you’re prepping the member for that, that were for a campaign purpose.

Former LD: Specific events... I’m not recalling a specific campaign event where that took place, but again, a lot of what we were asked to do was where there was going to be a campaign tie in, even if it wasn’t explicit in that it was a campaign event. The one... One event, I will mention that has come to mind is prior to the Ben Quayle debate, or, I guess, quasi-debate that David had, you know, I was asked to prepare information on the NDAA, because they were opposing votes on that, so that David was prepared to draw... To use that as a wedge between the two if needed. Outside that I’m having trouble drawing specific events.

Paul Solis: You said NDAA?


Paul Solis: Okay, okay. And, so, you were asked to prepare for... To prepare research on the act prior to this debate?

Former LD: Yes. The only reason I’m recalling that is I received a phone call, and I forget if it’s Oliver or Beau that called me, but it was relatively late, after ten o’clock, the night
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before asking specific questions about the NDAA and about the write-up, or one
pager, I provided the day before.

Jeff Brown: You mentioned, sometimes when you would be asked to do this support for
fundraising events, or for a debate, that there might be some... You might grumble
about it a little bit, you might grumble about it to others. Did Kelly, or Beau, or Kat,
or anybody else who was asked to do these same sort of things, did they ever
grumble to you about it?

Former LD: I mean, there was a lot of grumbling, and so it's hard to determine, or delineate,
which, you know, especially a year removed now, what was specific to those
issues and what was, you know, just general office disgruntledness.

Jeff Brown: If we're not talking about grumbling, do you remember having conversations with
any of those other employees about these sorts of things, in other words, them being
asked to do the same sorts of things.

Former LD: Yes, I'm not recalling a specific conversation, but I do recall that those conversations
took place regarding you know... Kelly, if I remember correctly, when she was
doing some of the campaign scheduling as well, used to, you know, used to voice
those concerns to me regarding David's... You know, the general frustration of
dealing with David and trying to schedule events for him that Oliver is telling her to
schedule that he doesn't want to attend.

Jeff Brown: Did you have anything else there? Switching gears a little bit, if you needed office
supplies when you were in Representative Schweikert's office, how do you go about
obtaining those?

Former LD: I just use the member supply card and go down to the office supply store and buy
them.

Jeff Brown: Okay, so, was there anybody in the office who was specifically tasked with making
sure the office had sufficient office supplies?

Former LD: No, not that I recall.

Jeff Brown: Okay. Were there any office policies and procedures regarding the purchase of office
supplies?

Former LD: No, not that I recall.

Jeff Brown: Okay. If you purchased... If you or someone else on the staff purchased office
supplies from somewhere other than the House office supply store, how do you go
about getting reimbursed for that?

Former LD: I don't remember if I ever specifically did that, but the reimbursement process
would essentially be the same, use your personal card for the purchases and then
submit the reimbursement form with the receipts to either Oliver or to one of the
financial administrators.
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1 Jeff Brown: Did Representative Schweikert have any involvement in ensuring that the office had sufficient office supplies?

3 Former LD: Not that I am aware of.

4 Jeff Brown: How about, did Representative Schweikert have any involvement in signing off on MRA disbursement requests related to office supplies?

6 Former LD: Not that I'm aware of.

7 Jeff Brown: Are staffers in Representative Schweikert's office, are they reimbursed for educational coursework of any kind?

8 Former LD: When I was there I don't believe there was any of those, any staff engaged in those activities. As far as I'm aware, no.

11 Jeff Brown: Any policies and procedures that you can recall on taking training courses or educational courses?

13 Former LD: No.

14 Jeff Brown: Okay. It looks like several individuals in Representative Schweikert's office may have taken courses at the Naval War College. Does that ring a bell?

16 Former LD: Yeah. So I believe Kat did a full master's program through the Naval War College. And I remember Oliver expressing interest in it. At one point, I expressed interest and I ended up doing some of the Air War College programs instead, and then when I was on the Hill I started a program in the Army War College that I'm continuing now for my full Master's.

21 Jeff Brown: Do you know why these courses are popular with Kat and Oliver and others in the office?

23 Former LD: So, I can't speak for them specifically. The distance education programs that, that at least I took part of, that were provided to congressional staff by the DoD, as someone who handled the Defense portfolio now working for/as a defense contractor, it was an ability to expand my knowledge base on those issues without actually serving in the military. As far as Kat and Oliver, I can't speak on why they chose to attend the Naval War College.

29 Jeff Brown: Do you know what the tuition was at the Naval War College?

30 Former LD: I do not.

31 Jeff Brown: Do you know if it was free?

32 Former LD: Again, I never did the Naval War College. The Army War College is free to congressional staff outside of any travel they do up to Carlisle, but again, from my point of view, in my experience, that's only once a year, a three hour drive north. But as far as the Naval War College, I have no idea what the expense is to that. I believe it's free, but I'm not certain.
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Jeff Brown: You mentioned, you're taking courses, I think you said, Air Force Air Command and Staff College?
Formal LD: I did do that, yes.
Jeff Brown: You did, okay. And the US Army War College?
Formal LD: Yes
Jeff Brown: Were any of those while in Representative Schweikert's office?
Formal LD: The Air War College.
Jeff Brown: Did you seek or receive any kind of reimbursement for that?
Formal LD: No.
Paul Solis: And was there any cost to the coursework?
Formal LD: No. It was all online, distance education. There was no travel to Maxwell Air Force Base for it. So there was no cost incurred by me that I would request reimbursement for.
Jeff Brown: Currently -- What is your current relationship with Oliver Schwab?
Formal LD: I don't really have a relationship with Oliver Schwab. When I see him, it's congenial, it's friendly, but it's certainly not someone I'm spending time with on the weekends.
Jeff Brown: When was the...or how frequently do you communicate with him since you left the office?
Formal LD: Relatively infrequently. When I see him at receptions, other events around town, a few times passing him in the hallways when I'm on the Hill, but it's not consistent and relatively infrequent.
Jeff Brown: You've mentioned that he was the Chief of Staff for most of the time that you were in Representative Schweikert's office.
Formal LD: Yes.
Jeff Brown: Just generally, what were his responsibilities as Chief of Staff in Representative Schweikert's office?
Formal LD: So the majority of his time as Chief of Staff, he focused on campaign work and then also kind of the strategic direction of the office. Building David's relationships with industry, with members of other members. I would say that as far as day to day office role, he was relatively hands off. He'd delegate a lot of authority. As long as there weren't issues coming up, he wasn't engaged with the office for the most part on the day to day operations.
Jeff Brown: Okay. So you said, when he was in the House office building, he'd be focused on campaign work.
Jeff Brown: Okay. How much time did he spend on it?

Former LD: It’s hard to say. Oliver was in and out of the office fairly frequently, I wouldn’t want
to quantify it and lead you down the wrong course here. So I really don’t have a
number to provide you but, I’m just saying that the majority of his focus was
directed towards David’s reelection.

Jeff Brown: And how have you come to this awareness?

Former LD: He was relatively open about what he was doing and would come back to the office
and say, “I just got a donation from this person,” or was just at the Capitol Hill Club
and met with these folks who committed to donate “x” amount. Then, there was
times where we’ve been asked to proofread campaign emails that were going to go
out. So, Oliver, in my opinion, didn’t try to hide what he was doing. He was pretty
open about his activities.

Paul Solis: Would he ever make campaign phone calls in the office?

Former LD: I don’t think ever directly in the office. He liked to call from his cell phone and pace
back and forth in the hall. But I don’t think he would ever sit in the office and make
calls.

Paul Solis: The proofreading of campaign emails. Will you talk to us about that?

Former LD: So Oliver would use a personal laptop. We were essentially, prior to the... and again
it wasn’t frequent, at least for me. He would ask, “Hey, come look over my shoulder
and proofread this before it goes out.”

Paul Solis: And he would do that in the congressional office?

Former LD: Yes.

Paul Solis: On his personal computer? Would he ever send anything to you to proofread, either
on your personal or house email address?

Former LD: Not that I’m recalling.

Paul Solis: It would be more, “Come to my computer and take a look”?

Former LD: Yes.
Jeff Brown: What sort of awareness did Representative Schweihtz have regarding Oliver's focus while in the congressional office?

Former LD: I think he was aware of Oliver's activities, and so long as there weren't issues, he was happy with, completely fine and compliant with it. I don't think he had any serious concerns over what he was doing unless there was an issue that came up. But as long as there was smooth sailing and course ahead, David never raised any concerns.

Jeff Brown: How would you describe Representative Schweihtz and Oliver's relationship?

Former LD: Incredibly close.

Jeff Brown: Can you elaborate on that?

Former LD: So, I think their relationship goes beyond a professional relationship, and they are genuinely friends. Oliver, I think David credits Oliver to him being elected to Congress and being a member of Congress. I think if there's anyone in that office that truly has a grasp on what David is looking for and what David wants, it would have been Oliver. And similarly, I think, David probably had a firm grasp on what Oliver's activities were doing. They were probably the first call in the morning and the last call at night. It was that type of relationship.

Jeff Brown: How frequently would Oliver travel to and from the District?

Former LD: Fairly frequently.

Jeff Brown: And was he traveling for official business or campaign business to the District?

Former LD: Both. I think the blur... The lines were probably blurred at times on if... if he was going out there for one he might as well do the other, or if there was a clear breakdown. I think Oliver viewed as, well, I'm out here, I'm going to do both. You know, if... But he would go back for both campaign and for official business.

Jeff Brown: Do you know if... Well, do you know how Oliver's travel was accounted for? Was it paid for from official funds, generally, or campaign funds, or a combination of both?

Former LD: I don't have a firm answer for that. I think there was probably a combination of both, as well as him using his personal credit card and asking for reimbursements from the office, but again, if I was to try to break that out I'd purely be speculating.

Jeff Brown: You said that sometimes you felt like maybe the lines were blurred in terms of the purpose of the travel, can you elaborate on that statement?

Former LD: Certainly. So, I think there were times where he, given that he would do both the campaign and the official business, I think there was times where he would travel out there with official meetings set up and then extend his time to do campaign work and come back, and visa versa. I don't think there was a clear delineation of I'm out here to do official congressional work and my next trip I'll do campaign work, it was I'm out here, I'm going to do both official and campaign.
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1 Jeff Brown: Did you ever raise any concerns, did you ever have or raise any concerns with Mr. Schwab’s travel practices?
2
3 Former LD: No.
4
5 Jeff Brown: Did you not raise, or not have, any concerns because you wouldn’t have had sort of the requisite knowledge of how much time he was spending on official versus campaign?
6
7 Former LD: So, I think that’s part of it. I think there was also just the general feeling that I, personally, wasn’t being impacted by his travel. He’s my superior; I don’t have the authority or the ability to intercept and question his decision making and these practices. So, it was one of those things where, you know, as chief of staff I respected his role in the office, respected his responsibilities, and never really questioned his role in how he financed his travel and why he was going back. I didn’t feel it was my role as a staffer.
8
9 Jeff Brown: Did ..., Were you aware of anybody else raising concerns with his travel practices?
10 Former LD: So, I think Beau, throughout the time I was there, would raise some concerns that he was spending too much time in the district. As far as the financial aspect of that I’m not aware.
11
12 Jeff Brown: What do you mean by the financial aspect?
13 Former LD: On how he was being ... Or, how they ... He was financing the travel of his through official or campaign funds.
14
15 Jeff Brown: Were there appropriate spending and reimbursement oversight in Representative Schweikert’s office when you were there?
16
17 Former LD: I would say no. Again, I think if ... The only true oversight was Oliver. So, there was never any serious question. I remember Mary rejecting a couple of my reimbursements because I didn’t fill out the forms properly, but there was never any question about what I was submitting, or what other staffers were submitting, and if you presented a reimbursement form to Oliver or one of the other staffers who had the authority to sign off they signed off without questioning it.
18
19 Jeff Brown: And I think we’ve covered this, but in case we haven’t, Representative Schweikert’s involvement in approving Mr. Schwab’s MRA disbursements, what was it?
20 Former LD: As far as I’m aware, he had none. It was Oliver who had full carte blanche authority to manage the MRA disbursements and the office finances as he deemed necessary.
21
22 Jeff Brown: Okay. We’ve talked about travel practices but I’ll just ask this question more generally, did you have any concerns with the way in which Mr. Schwab was spending MRA funds?
23
24 Former LD: You know, I thought it was excessive at times, but again, I never was sure how funds were being used, if it was MRA funds or if it was campaign funds, so I would say that
25
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1 I thought his spending practices were excessive, but how they ... He was financing
2 them without having fidelity on those issues, you know, I never raised any concerns.
3
4 Jeff Brown: Okay, but it's your understanding that besides Oliver, once ... I should say, once
5 reimbursement materials got to Oliver they would go to Mary, and if there wasn't
6 pushback from Mary they would just proceed?
7
8 Former LD: Yes.
9
10 Jeff Brown: Have you spoken to anybody at the Washington Examiner about Mr. Schwab?
11 Former LD: No.
12
13 Jeff Brown: Okay. How about Philip Wegmann, do you know who Philip Wegmann is?
14
15 Former LD: Yes. So, I set up a coffee meeting with David and Philip when I was LD. I set up a
16 number of ... I think about 10 or a dozen meeting ... Coffee meetings, lunch meetings,
17 with David and reporters in an effort to build David's media profile with
18 conservative reporters at the time.
19
20 Jeff Brown: Okay. Have you ever seen or read this article before? And by this article, and for the
21 record, I'm talking about an article titled, "A Lot of Cash is Flowing to David
22 Schweikert's Chief of Staff, Oliver Schow," dated November second, 2017?
23
24 Former LD: Yes, I have.
25
26 Jeff Brown: Okay.
27
28 Former LD: ... seen this.
29
30 Jeff Brown: When did you first view this article?
31
32 Former LD: Approximately the time that it came out a friend forwarded me the link to the
33 article.
34
35 Jeff Brown: And what was your reaction when you first read the article?
36
37 Former LD: I wasn't surprised by it. I ... Yeah, I think that was my general reaction is everything
38 that was in the article made sense to me, and I didn't question the validity of it.
39
40 Jeff Brown: I'd like to break down a lot of what's discussed in this article, but before I do that I
41 would like to ask you ... The article references a variety of former staffers as sources,
42 do you know who Mr. Wegmann is quoting? Who these former staffers are?
43
44 Former LD: I don't. I could only speculate. Given the information in this at the time I thought it
45 was either Beau or Kelly who provided this information.
46
47 Jeff Brown: Who else have you had conversations with this article about?
48
49 Former LD: So, a number of friends, no one directly employed by or engaged with the
50 Schweikert office that I'm aware of.
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1 Jeff Brown: Well, like I said, I'd like to break down some of what's in this article, so let's first talk about the ... What I think we could here refer to as the Super Bowl trip, that being the trip to ... Mr. Schwab and Representative Schweikert's trip to Arizona during Super Bowl weekend, 2015. What can you tell us about their trip during Super Bowl weekend, 2015?

2 Former LD: So, I was unaware of the trip, and to be honest I don't recall, at the time, any discussions towards it.

3 Jeff Brown: Okay. So then, were you aware ... or, you were not aware at the time, that Oliver attended the Super Bowl?

4 Former LD: I was not aware he attended it.

5 Jeff Brown: You ...

6 Former LD: I'd be very jealous.

7 Jeff Brown: You were not aware that Representative Schweikert attended the Super Bowl?

8 Former LD: No.

9 Jeff Brown: Okay. Would you have any awareness of any activities that either Representative Schweikert or Oliver Schwab engaged in that weekend?

10 Former LD: No.

11 Jeff Brown: Okay. How about from social media postings or anything like that, would you ever have learned, at any point, that he attended the Super Bowl or partook in any other activities that weekend?

12 Former LD: Again, I'd have to go and look at social media, I ... But I don't remember that weekend, or if he attended that Super Bowl.

13 Jeff Brown: Okay.

14 Paul Solis: Was there a campaign event that weekend?

15 Former LD: Not that I recall.

16 Jeff Brown: Do you recall anything about a Representative McCarthy event?

17 Former LD: So, there was a number of Representative McCarthy events out in the district, and I - Most of those events stemmed around the Valley Fever task force, and there would be subsequent campaigning activities while Congressman McCarthy was out there, but from my recollection, the majority of their engagements in the district stemmed around the Valley Fever task force.

18 Jeff Brown: The Valley Fever task force, would that have been official side?

19 Former LD: Yes.
Jeff Brown: The Phoenix Open, is that an event that representative Schiwekert or staffers would attend in any given year?

Former LD: I don’t recall any staffers specifically attending this. It is a, you know, widely talked about activity in the district. I’d be, off hand I’d be blurring the lines between, the general, the conversation regarding the Phoenix Open and any specific activities of either David or Oliver did out there.

Jeff Brown: Was it an important weekend for Representative Schiwekert generally?

Former LD: Yeah. It was. Given the influx of people and business into the district, David usually, and Oliver tried to capitalize on the event to draw publicity and promote what they were doing, and people who weren’t necessarily engaged with the office on a regular basis.

Jeff Brown: Would there generally be, both campaign and official events that weekend?

Former LD: I believe it leaned more towards the campaign side. Again, without sitting down and really thinking about it, I can’t recall off hand on how things were broken up.

Jeff Brown: Are you aware of Oliver Schwab ever improperly purchasing any office supplies for his personal benefit?

Former LD: I think, without having visibility on where the funds were coming from, there were certain purchases that I thought were excessive, but at the time, unless I knew they were coming from the MRA, I think it would probably be hard for me to say that, you know, he shouldn’t be spending the money that way. If it’s his personal funds, I’m okay with it.

Jeff Brown: So you wouldn’t know if it was personal funds or MRA funds in the examples that you’re thinking of?

Former LD: Yes.

Paul Solis: What’s an example of something you thought was excessive?

Former LD: There was essentially, I guess a reading table that — some fancy reading table — that was a couple hundred dollars that he wanted over his desk, I think purely for aesthetic reasons. I’m not sure how that was paid for. There were a number of these micro-room heaters, with like, kind of the faux electronic flames, or fireplaces, number of those were purchased for the offices. I would assume those came out of MRA, you know, whether or not those were needed, I would argue they weren’t, but the decision was to purchase them. Those are a couple of the examples of kind of excessive spending that if I was a decision maker, wouldn’t have purchased.

Paul Solis: But again, your awareness of the source of those funds, you didn’t know?

Former LD: No.

Jeff Brown: Do you know whether Oliver Schwab took a course at Harvard University?
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1 Former LD: I remember him posting about that on social media. I think he did one of those, executive leadership course, week long courses, something to that effect. I’m not sure on the specifics of the course, but I do believe he did that.

2 Jeff Brown: Did you ever have any discussions with him regarding that course?

3 Former LD: No.

4 Jeff Brown: Okay. Any discussions with him regarding reimbursement for any sort of training?

5 Former LD: No.

6 Jeff Brown: Okay. So you wouldn’t know whether or not the Harvard course included anything like travel costs or food or accommodations?

7 Former LD: No.

8 Jeff Brown: Have you ever heard of the Casey Family Foundation?

9 Former LD: No.

10 Jeff Brown: Are you aware that Oliver Schwab has a family foundation?

11 Former LD: Yes. I’m not familiar with it specifically. Just that Oliver does come from significant wealth and that there was a foundation. Outside of that, I have limited information on it.

12 Jeff Brown: Do you know whether or not he receives any sort of income from that foundation?

13 Former LD: I don’t know.

14 Jeff Brown: Do you know what his role is, at the foundation?

15 Former LD: No.

16 Paul Solis: Jeff had asked you about a course at Harvard. Did Oliver take a course at Stanford?

17 Former LD: I’m not aware of that.

18 Paul Solis: What about Johns Hopkins?

19 Former LD: Not aware of it.

20 Jeff Brown: Aside from the salary that Mr. Schwab would have received from the House of Representatives, what can you tell me about other income sources that Mr. Schwab had?

21 Former LD: I believe he was compensated from the campaign funds, for his campaign work. I also remember, if I remember correctly, he provides some level of consulting. I’m not sure what that included or who he was employed by.

22 Jeff Brown: How are you aware of both of those things?

23 Former LD: Office discussions.
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1 Jeff Brown: Those have been discussions with Mr. Schwab or others?
2 Former LD: Both. I don’t think there was ever a discussion on how to, there was never a discussion on what he was doing, as far as trying to hide it. Oliver was always pretty open about his activities. I was never aware of the fact of how much or what specifically he was doing, but I was aware of the fact that he was doing those activities. If I recall correctly, there was a time when he was compensated below the $120,000 level while he was trying to figure out personal finances for the financial disclosure forms because given the, I think the foundation and also his family wealth, he didn’t want to fully disclose everything.
3 Jeff Brown: Can you tell us more about that conversation?
4 Former LD: When part of the, I guess the process or the conversation that took place when Beau became the one with signing authority for the financial disclosures and whatnot, was because Oliver was in the process of trying to essentially work with financial advisors on how he can move some of his family wealth. That’s at least what I was told. He was receiving below the $120,000 threshold so he didn’t have to do the mandatory disclosures.
5 Jeff Brown: What year was this?
7 Jeff Brown: Why did he explain that he didn’t want to have to do the mandatory disclosures?
8 Former LD: I don’t believe, if I remember correctly, Oliver did not tell me directly this. It was secondhand from Kat and Beau separately on, because there was a discomfort in the office with the amount of compensation that some of the senior leaders were receiving compared to more junior staff. It was laid out as, this is why Beau was making so much, so he was doing the disclosures. Oliver is trying to figure out how he can, essentially manage his personal finances, not to fully disclose everything. That’s why Beau was, all of a sudden, received a large compensation and that Oliver was receiving below the 120 threshold.
9 Jeff Brown: I guess back to my question, why was Oliver reluctant to do financial disclosures?
10 Former LD: The story I’m told is, given his personal wealth, that they didn’t want that disclosed. Given the wealth he inherited with I believe it was his grandfather’s passing, they were working on trying to move those funds so he wasn’t, it wasn’t being fully disclosed on how much he personally was worth.
11 Jeff Brown: Do you know if he filed financial disclosures for the years that he was chief of staff?
12 Former LD: For the majority of them, yes. Again, there’s that kind of couple … That one or two quarters where he was below the 120 threshold.
13 Paul Solis: During that year did he file a financial disclosure form?
14 Former LD: I believe earlier in the year he did, and then he took a salary reduction.
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Paul Solis: Typically the way financial disclosures work is you, you know, they're once a year, so ... And they're due usually around May or the first part of the year for the preceding year. So, did he file one during the year that he took a salary decrease?

Former LD: I'm not-

Paul Solis: ... below the senior staff level?

Former LD: I'm not certain on that.

Jeff Brown: What can you tell us about Chartwell?

Former LD: Outside the fact that that was his consulting firm, I had no engagement, no activities with the ... Was unaware of what, specifically, Oliver did with it.

Jeff Brown: But outside of this article, and again, the Examiner article, for the record, you were aware, during your time in Representative Schweikert's office that Oliver had a company called Chartwell?

Former LD: Yes.

Jeff Brown: And you were aware that Representative Schweikert's campaign committee, and or political action committees, were compensating Oliver through Chartwell?

Former LD: No. So, I wasn't aware that he was being compensated through Chartwell. My understanding was he was being compensated by the campaign committees as a campaign employee and not through a consulting firm that he established.

Jeff Brown: In other words, you thought that he was ... Montes were being paid personally to Oliver Schwab.

Former LD: Yes.

Paul Solis: So, what did you know about Chartwell, ever?

Former LD: Other than the fact that it existed, nothing.

Paul Solis: Would he ever say anything about it?

Former LD: I want to say yes, but there's no specific conversations or instances that are coming to mind.

Jeff Brown: Do you know if Oliver Schwab did any sort of political consulting or fundraising for anyone besides Representative Schweikert?

Former LD: So, my perception was yes. Who those folks were or what activities they were I'm unaware of, but my perception was there was more political activities beyond just Congressman Schweikert's.

Jeff Brown: Back to the financial disclosures, did you ever have any discussions with Oliver Schwab about him, you know, not appropriately disclosing his personal finances?

Former LD: No.
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Jeff Brown: Okay. Did you ever hear of any discussions like that?

Former LD: At the staff to staff level, nope, just the fact that those activities were taking place and there was a frustration given how the overall compensation in the office, at the time ... But I think those conversations were part of that overall conversation with the general dissatisfaction of the pay discrepancy between senior staff and mid and junior level staffs, comparatively.

Paul Solis: You mentioned that ... And this is, again, you mentioned it was through second-hand reports from Kat and Beaus about Oliver's desire to not be subject to the financial disclosure requirements because of his personal wealth, and disclosing that, right? That's correct?

Former LD: That was my understanding, what I received, yes.

Paul Solis: Do you know if any part of that desire to not be subject to the financial disclosure requirements had anything to do with income he was receiving from Representative Schweikert's campaign?

Former LD: Not that I was aware of. You know, my understanding, it was that he received an inheritance and he was trying to move the funds before having to disclose them, but I was never aware of what level of compensation he was receiving from the campaign.

Jeff Brown: Again, just ... I'm trying to get a handle on why he was so concerned about disclosing personal wealth issues.

Former LD: You know, I don't have a solid answer for you on that outside of just what I was told. It was never a conversation I had with Oliver specifically.

Jeff Brown: Is it fair to say that Oliver Schwab was aware that he was subject to outside earned income limits as a senior staff?

Former LD: I think that's a fair statement. You know, Oliver generally was very aware of the reporting requirements that he would have to provide, so I think saying he was aware of those is accurate.

Jeff Brown: Okay. Do you ever recall any discussions in the office about Oliver Schwab not taking required ethics trainings?

Former LD: Yes, it was near the later portion of my time in the office. It was essentially, you know, I haven't had to do one yet, why would I start now? They'll know I haven't done one, and it was kind of a running joke he had.

Jeff Brown: And this occurred roughly what year?

Former LD: Late 2015 through 2016, I'd say.

Jeff Brown: And, so, the implication from Oliver was that he's been on the Hill since roughly 2011 and he hasn't taken an ethics training up through 2015.

Former LD: Yes.
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Jeff Brown: Having said that, is it still your belief that Oliver Schwab would have been aware
that he was subject to outside earned income limits?

Former LD: Yes.

Jeff Brown: And that would have ... he would have been aware of that from 2011 through today?

Former LD: Yes.

Jeff Brown: So, aside from Chartwell and any political consulting or fundraising activities that
Oliver Schwab was engaged in, are you aware of any other businesses that Oliver
Schwab was involved in?

Former LD: Not that come ... Any that come to mind.

Jeff Brown: Okay, do you know if he undertook any sort of real estate endeavors?

Former LD: So, I believe he has a number of rental properties. I remember a relatively significant
discussion he was having with, I think, Kat, at the time, who was refurbishing a
home she bought about properties he was trying to rent in DC, or properties he was
trying to buy in DC to rent.

Jeff Brown: Okay. Does this have anything to do with the inheritance issues we just discussed?

Former LD: You know, I wouldn’t know. They were in that timeframe, but I never drew a
connection if there is any.

Jeff Brown: Okay. What do you know about what sort of income Mr. Schwab was receiving from
any of these real estate endeavors or investment properties?

Former LD: I’m . . . No, I don’t have a strong understanding or insight on specifics. I know, given
some of the locations that he was looking to buy, they were, you know, not cheap
properties in the District. You know, some are right on Mass Ave, which are
relatively expensive.

Jeff Brown: Was it your understanding that he would be receiving rental income from these
properties?

Former LD: Yes.

Jeff Brown: Okay. And, roughly, do you know how many rental properties he had?

Former LD: So, there was only one that . . . And, again, I’m not even sure if the deal ever closed,
but that there were discussions that either I was involved in or tangentially involved
in on renting a property, I believe, off of Mass Ave, or buying a property to rent off
Mass Ave. Outside of that I’m not familiar with what ... How many properties he
owns or rents.

Jeff Brown: Do you know if that ... There was ever a closing on that property?

Former LD: I believe so, but I’m uncertain, and, you know, won’t want to say specifically yes or
no, but I believe there was a closure on it.
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1 Jeff Brown: Have you ever heard of a company called Pinkham Management, LLC?
2 Former LD: No.
3 Jeff Brown: How about Allerton Property Management?
4 Former LD: No.
5 Jeff Brown: Do you know if Oliver Schwab had any sort of role, in DC or elsewhere, managing
properties?
6 Former LD: So, part of the discussion on that one property that I’m aware of in DC was, you
know, using a management company so that he is not directly managing it, and just
essentially taking his cut of the rent. I’m not sure what role he has now, but I know
that was part of a discussion.
11 Jeff Brown: So you don’t know what the outcome of that discussion was?
12 Former LD: No.
13 Jeff Brown: Have you ever heard of a company called Health Wellness Partners?
14 Former LD: No.
15 Jeff Brown: How about Bristol Consulting?
16 Former LD: No.
17 Jeff Brown: Are you aware of whether Ana Schwab had any ... did any sort of political consulting
or fundraising for anyone on the Hill?
19 Former LD: I believe she did some level of fundraising, for a number of members. Both David
and Keith Rothfus and I think there was a number of relationships she cultivated
from her brief time at the NRCC that kind of opened up the opportunity. While there
were those discussions that I was aware of, I couldn’t tell you what members, or to
what extent.
24 Jeff Brown: Do you have any idea what sort of work she was doing?
25 Former LD: General fundraising, organizing events, scheduling, but not specifically on
everything that she was doing.
27 Jeff Brown: Do you know if she was doing any of this on a volunteer basis, or if she was being
compensated?
29 Former LD: My understanding is that it was all compensated.
30 Jeff Brown: Did Oliver Schwab ever discuss using frequent flyer miles to pay for Representative
Schweikert’s personal travel?
32 Former LD: I know there were, he discussed quite frequently, use of frequent flyer miles, and it
would be hard for me to say if it was for personal or official travel, but there were
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Jeff Brown: Okay. Was there ever a discussion about Representative Schweikert specifically using Oliver Schwab’s miles?

Former LD: Again, I can’t think of a specific instance. Oliver generally tried to use miles as much as possible.

Jeff Brown: Are you aware of any gifts or loans that Oliver would have made to Representative Schweikert?

Former LD: At one point, I was told that he donated or he loaned the campaign a relatively significant amount. I think several thousand, five or ten if I recall correctly. Five or ten thousand dollars that were still owed to him. I don’t really have a firm grasp on when that took place, or the full amount.

Jeff Brown: Do you know what year that loan would have occurred?

Former LD: No. My understanding was just an outstanding loan that Oliver never was paid back on.

Paul Solis: This is to Representative Schweikert’s campaign committee.

Former LD: Yes.

Jeff Brown: Would that have occurred within the last year?

Former LD: The conversation occurred late 2016. When the contribution or loan was made, I don’t know.

Jeff Brown: Did he ever discuss making any other sort of personal outlays on, for Representative Schweikert or his campaign?

Former LD: Yes. It was generally an airing of grievances about the fact that he hasn’t been paid back by David for those expenditures. I don’t have a dollar figure, when those expenditures took place, it was just that he spent, he bought X for David and he was never paid back, or he loaned the campaign X amount and was never paid back.

Jeff Brown: Was this a formal loan of some kind or an informal loan?

Former LD: I’m not aware.

Jeff Brown: Do you know any more details about terms of this loan?

Former LD: No.

Jeff Brown: Is there anything that we haven’t discussed today that you think would be appropriate to talk about in light of our discussions?

Former LD: Nothing that is coming to mind at the moment.
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1. Jeff Brown: Is there anyone else who you think we should speak with in light of the questions that we’ve asked you today?

2. Former LD: I think we discussed the folks, at least from my time on the staff who were current or former employees who had some understanding of what was ongoing with Oliver. I don’t have anyone else outside of the folks who we already mentioned, Beau, Kelly, Kat, who would provide greater clarity on these issues.

3. Jeff Brown: Okay. I think you said this already, but I just wanted to verify. Has anybody from Representative Schweikert’s office contacted you about an OCE investigation?

4. Former LD: No.

5. Jeff Brown: Have you contacted anybody else about the OCE investigation?

6. Former LD: No. I’ve heard through grapevines that there may have been an investigation, but I never heard anything from official... there was never a discussion on, you know, coming in, talking with you. I never had a discussion with anyone on them speaking with you. It’s just kind of that there could be an inquiry into David, but that’s about all I had. I never...

7. Jeff Brown: Who else have you talked to about this article, either in the office or outside of the office?

8. Former LD: About this article? A number of friends who never worked with David sent this to me when it came out, and then Kelly Roberson sent it to me. I think that’s essentially it. I’m trying to think who else. When it first came out a number of folks that knew I worked with David forwarded me the article.

9. Jeff Brown: Okay, Paul, anything else?

10. Paul Solis: Yeah, I don’t know if we covered this at the very beginning, but what were the circumstance of your departure from Representative Schweikert’s office?

11. Former LD: I was going to leave David’s office for quite some time. Oliver made it clear to me that there was no growth potential in that role, that I was essentially stuck where I was. That I wasn’t going to receive any salary increases. No promotion potential. So I was trying to leave, and then started talking with the Mulvaney folks in the latter part of the 114th congress, his chief was getting ready to leave. Then they were promoting his LD to chief and I was going to come in as LD. Then everything kind of, after the election, went on hold, for quite some time.

12. Paul Solis: Okay. You weren’t terminated, you resigned?

13. Former LD: I think the feeling was mutual. I was ready to get out of there. I wasn’t happy. I was actively looking. It was essentially, they were giving me somewhat of a grace period to leave the office. If I didn’t leave before a certain amount of time, then it was clear that I would be terminated, but again, that grace period never extended to that point. So officially, I wasn’t ever terminated or fired, but it was clear that my time at that office was coming to an end.
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1 Paul Solis: Who made that clear to you?
2 Former LD: Oliver.
3 Paul Solis: When you did leave, was there any problematic occurrences, problematic interactions between you and Oliver before you left?
4 Former LD: The way he made that clear to me was through an email, which I felt, given six years of service to David and Oliver was inappropriate. I forced him to sit down with me and walk me through everything. It was a, you know, a professional conversation. Obviously the topic wasn't ideal, but at the end of it, there was no issues raising from that, that, and again, to this day if I see him, I say hi. It's still professional. I wouldn't say that there was any, you know, negative interactions or negative outbursts or anything that took place.
5 Jeff Brown: All right. With that, I think we'll end the recording.
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Jeff Brown: We'll get started. Alright, this is Jeff Brown with the Office of Congressional Ethics. With me is Paul Solis and Ashley Williams. It is February 8th, 2018. It is 10:51am. Former Deputy Chief of Staff (“Former Deputy COS”) has been previously provided with a copy of the False Statements Warning and reminded that it applies here today.

Former Deputy COS: Former Deputy Chief of Staff, the first thing that we want to circle up on is did Oliver Schwab ever loan any monies to Representative Schweiker or his campaign?

Jeff Brown: That I know of for sure, no. He did occasionally complain that David owed him money on his credit card. I don’t know specific details beyond that.

Jeff Brown: Complaints. How frequently were these sorts of complaints?

Former Deputy COS: Every so often. Maybe ever couple months, two or three months. Mostly it was when Oliver was worked up and angry at David he’d let it slip.

Jeff Brown: Was there ever any discussion about the amount of money that was owed?

Former Deputy COS: Sometimes … Rarely did he bring up the money. I do remember a couple of times where he brought up something in the excess of $30,000.

Jeff Brown: Okay. Can you tell us more about these conversations or these -- what it sounds like might have been sort of angry discussions about-

Former Deputy COS: Really not a lot. I don’t have a lot of detail other than he would just go on rants and occasionally while he was ranting about how much he hated David, he’d bring up “David owes me $30,000 for money that I put on my credit card.” That’s basically the extent of what-

Jeff Brown: Do you know if it was money for personal expenses, for campaign expenses?

Former Deputy COS: I’m unaware.

Jeff Brown: Okay. Do you know when these expenditures would have occurred? Would they have occurred in 2016/2017? Anywhere in between?

Former Deputy COS: I don’t think the first time he ever said anything about it was until after he came back from the Quayle campaign as running the super pac against Ben Quayle. So, it would have been 2013 at the earliest and definitely through the last two years that I was there.

Jeff Brown: Okay, so that would have been probably end of 2012, early 2013 would have been the first time that you would have ever heard from Oliver on this subject?

Former Deputy COS: Yeah.

Jeff Brown: And those comments or sort of tirades as you described them where he would talk about this money would continue up through the time you left the office?
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Former Deputy COS: Yes.

Jeff Brown: Okay. Did Oliver Schweikert ever give Representative Schweikert any frequent flyer points to travel on?

Former Deputy COS: I'm unaware.

Jeff Brown: Okay. Did you ever hear of any discussions in the office about Oliver donating frequent flyer miles to Representative Schweikert or his wife to travel overseas?

Former Deputy COS: There may have been one or two times that Oliver in haste may have mentioned something about frequent flyer miles and getting Joyce on a trip. I don't know where they came from or if they were his.

Jeff Brown: Okay. And Joyce is Representative Schweikert's wife?

Former Deputy COS: Yes.

Jeff Brown: Okay. So just sort of to summarize, it sounds like you heard at least some conversations or, well, I should ask, were these, you generally heard these grumblings from Oliver Schweikart about being owed money?

Former Deputy COS: Yes.

Jeff Brown: Did you ever hear or discuss these issues with anybody else on staff?

Former Deputy COS: I don't believe so.

Jeff Brown: Okay. So just to summarize, it sounds like you first heard Oliver grumbling about being owed money sometime in or around early 2013, late 2012, and those complaints would periodically surface.

Former Deputy COS: I don't remember if it was 2013. Definitely 2014, '15, '16.

Jeff Brown: Okay. And the dollar figure that you recall is possibly $30,000?

Former Deputy COS: Something in excess of that, yes.

Paul Solis: Was Mr. White's, was Ryan White at all present during any of those conversations where Oliver brought up that amount of money?

Former Deputy COS: I wouldn't be surprised by it.

Paul Solis: I was wondering if you recall maybe a specific instance where you-

Former Deputy COS: No. When Oliver went on a rant he'd rant in the whole office. Usually it was just with me. But there were definitely occasions where he would rant, and the whole office would hear it.

Paul Solis: So other staffers would have had the occasion or would have had the chance to hear him discuss the situation?

Former Deputy COS: Certainly within the realm of possibility.
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1 Paul Solis: Okay.
2 Jeff Brown: Anything else there?
3 Paul Solis: No.
4 Jeff Brown: Okay. When we last spoke you had described Oliver’s role as a bit of a dual
5 hat role- Chief of Staff but also fundraiser for Representative Schweikert. Is
6 that correct?
7 Former Deputy COS: Yes.
8 Jeff Brown: And I think you indicated that Representative Schweikert was leaning on
9 Oliver to raise more money - perhaps for a senate campaign. Is that right?
10 Former Deputy COS: Yes.
11 Jeff Brown: I think you suggested that this was weighing on Oliver. It was getting to
12 Oliver. Is that a fair characterization?
13 Former Deputy COS: Yes.
14 Jeff Brown: Okay. I think the thing we want to focus on here today is, how much time did
15 Oliver Schwab spend in the congressional office working on either campaign
16 or fundraising activities?
17 Former Deputy COS: Actually in the office?
18 Jeff Brown: Right.
19 Former Deputy COS: I mean, I think he may have stuffed envelopes occasionally or stamped
20 envelopes.
21 Paul Solis: I want to be clear that Jeff’s question is pertaining to the congressional office.
22 Former Deputy COS: Yeah, yeah, in Cannon.
23 Paul Solis: Right.
24 Former Deputy COS: Beyond that I didn’t listen to his phone calls. I would assume that he
25 occasionally - - well, I’m fairly certain that he definitely stamped envelopes at
26 least a few times.
27 Paul Solis: Why do you say that?
28 Former Deputy COS: Just ’cause I saw him putting stamps on stuff, stamps that I knew were
29 campaign related material to send out. But I wouldn’t say that was any large
30 amount of time. It may have just been to use as .. there’s a good mail system
31 on the Hill, so to stamp and then dump it.
32 Jeff Brown: Just to jog your memory here, did you ever see him making any fundraising
33 calls in the halls outside the office?
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Former Deputy COS: I don't know if they were fundraising calls. He didn't have a lot of calls outside the office, walking the halls.

Jeff Brown: Walking the halls of Cannon.

Former Deputy COS: Mm-hmm (affirmative).

Jeff Brown: Okay.

Former Deputy COS: Cannon and Longworth.

Jeff Brown: Did you ever see him write or send any campaign or fundraising-related emails while he was in the house office complex?

Former Deputy COS: I do remember a few occasions where he said, "Look at this email that I wrote," but I don't remember him actually writing it. I remember him being in the office and me being in the office and seeing a fundraiser type email and him, you know, bragging about the content. But I don't remember seeing him write it.

Jeff Brown: Was he asking you to review it in any way?

Former Deputy COS: No.

Jeff Brown: Okay. Would he have asked others to review these sorts of things.

Former Deputy COS: Not in ... I don't think of my team, if he did, it may have been the scheduler who used to sit next to him ... a scheduler, it could have been any of them. But none of the team that I supervised.

Jeff Brown: Okay. Did you ever see him have any sort of campaign or fundraising related emails in the congressional office?

Former Deputy COS: I know he's had his personal email up, which I know he did a lot of campaign work through that personal email. But I don't know if he was writing them or sending them.

Paul Solis: He had his own laptop? His own personal laptop? Or was it an official piece of equipment?

Former Deputy COS: He had his own laptop at the office. I don't recall him using it that often.

Paul Solis: If there was an email that you saw, you mentioned this morning some emails, were any other potential campaign related issues on his personal email? Would that have been done on this personal computer? Or would that have been done on an official computer?

Former Deputy COS: It could have been either. I don't remember.

Paul Solis: Okay.

Jeff Brown: Was Oliver Schwab ever absent from the congressional office in order to attend campaign or fundraising events off site?
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Former Deputy COS: Like throughout the day or -
Jeff Brown: Right. So, during any given day or any work week, would be take off during
the day in order to attend to fundraising or campaign-

Former Deputy COS: There were lunch events and after hours events but nothing that would fall
outside of the core hours of the office.
Jeff Brown: Was there a difference in the amount of time that he was spending out of the
office, off cycle versus on cycle, on a campaign cycle versus not on a
campaign cycle?

Former Deputy COS: No, I wouldn’t say there was much in the way of difference. He did keep
fairly loose hours when we were in session versus out of session. But as far
as on cycle/off cycle, no, I don’t think it was much in the way of difference.
Jeff Brown: In advance of a primary election, would Oliver spend more or less time in
D.C. or the District?

Former Deputy COS: We didn’t have a tough primary since Quayle, and he wasn’t part of the staff
during the Quayle primary, I’m sure that he was probably out there more. I
wouldn’t say substantially more, prior to the primary.
Jeff Brown: And are you just referring to the ... You’re not referring to the Quayle
primary?

Former Deputy COS: No, I’m referring to the normal every day cycles. Yeah.
Jeff Brown: Okay. Was he any more or less available, leading up to the primaries or
general elections?

Former Deputy COS: I never had any problems contacting him if I needed to contact him.
Jeff Brown: Just generally, what was Oliver’s style as Chief of Staff? How hands-on or
hands-off was he?

Former Deputy COS: Fairly hands-off. I would say that the day to day runnings of the office and
the log shop fell to me. He and I talked regularly. We met with David
regularly. But as far as actually running the policy, informing David ... That
was my job.
Jeff Brown: Okay. In this dual hat role, who was Oliver working with, either in D.C. or in
Arizona on campaign issues?

Former Deputy COS: We had a primary D.C. fundraiser. The only two that I know were Erica
Crocker and McKenzie Smith was her maiden name. I don’t remember what
her ... She recently got married. I can’t remember what her new name is, her
new last name.
Jeff Brown: Those are D.C.-based?
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1 Former Deputy COS: Those are D.C.-based. The only campaign person that I would say that David
2 worked with at Arizona was Chris Baker, but I would not say that they had
3 necessarily a good relationship.
4 Jeff Brown: Oliver and Chris Baker?
5 Former Deputy COS: And Chris Baker, yeah.
6 Jeff Brown: Okay, how frequently was Oliver in contact with any of these three
7 individuals in the House office?
8 Former Deputy COS: In the actual House office?
9 Jeff Brown: Right.
10 Former Deputy COS: I can’t. I think maybe once or twice a year Baker would come up from
11 Arizona, spend minimal time in the office. I think McKenzie may have come
12 up once, Erica more often, but Erica had a more friendly relationship with
13 the office as a whole. Mostly just to come up and chat with the office.
14 Jeff Brown: Oliver got a bonus at the end of 2014. Do you know what that was for?
15 Former Deputy COS: Probably work. You know, merit bonus.
16 Jeff Brown: Do you know it was a merit bonus, or you’re just speculating?
17 Former Deputy COS: I...
18 Jeff Brown: Yeah.
19 Former Deputy COS: ... wouldn’t imagine it was anything but a merit bonus.
20 Jeff Brown: Did any official side staffers that you worked with... Did any of them have
21 any role on the campaign, aside from Oliver?
22 Former Deputy COS: Officially, I would say no. Unofficially, there was a time that Kelly Roberson
23 was complaining that she wasn’t being fairly compensated by the campaign.
24 I don’t know how much she did with the campaign. I do know there was a
25 time when she was complaining about that.
26 Jeff Brown: Okay. Can you elaborate? Why did she feel like she wasn’t being
27 appropriately compensated?
28 Former Deputy COS: Just the amount of time that she had to spend off work, doing campaign-
29 related work.
30 Jeff Brown: Aside from Kelly, was there anybody else who played any role on the
31 campaign, either paid or unpaid?
32 Former Deputy COS: I don’t think so. I don’t remember.
33 Jeff Brown: Okay. Did Oliver or Representative Schweikert ever direct any official staff to
34 perform any sort of campaign work?
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Former Deputy COS: There were a handful of occasions where he asked me or some of the other
staff to ... If we knew anyone that might be interested in attending an event
for free, not paid, to just invite them. It was after hours or off time. Other
than that, I'm not aware of anything.

Jeff Brown: Okay. And what did you understand your role to be; if you attended an event
like that?

Former Deputy COS: If I attended any event like that, I was as a, serve as a policy expert. I think
there may have been one or two times over the six years that I attended an
event, either a breakfast or a dinner, where I came home with a check, and
immediately gave it to Oliver. I did not ask for the money. It was given to me.
A campaign-related check.

Jeff Brown: Were you going in a volunteer capacity for the campaign?

Former Deputy COS: I would-

Jeff Brown: Or you were going in your official capacity?

Former Deputy COS: I was not going as a campaign staffer. I volunteered to go, mostly as an
opportunity to serve as a policy staffer, in case any questions policy-wise
came up. I never felt like I was required to attend.

Paul Solis: Prior to any of those campaign events, maybe that they happened on the Hill,
you felt like you would volunteer your time to act as an expert ... Would
you ever prep Representative Schwindert in the office prior to that event?
Running down sort of the issues that a group who was hosting the event
might want to discuss or talk about?

Former Deputy COS: Usually any group that we had any sort of event with was lining up with the
day to day. And so, there may have been questions about what's the most
recent thing on this, but it wouldn't have been outside the realm of anything
that we were already doing.

Paul Solis: Okay. Do you ever recall an instance, though, where Oliver said to you ... Again, this is hypothetically ... You know, "Representative Schwindert's about
to meet with this defense group for a campaign committee event, or a PAC
event. Can you brief him on the issues before he goes to it?"

Former Deputy COS: We did that fairly regularly with official business. Off the top of my head, I
can't think of one that I felt was directly related to a campaign event.

Paul Solis: Do you know if other staffers had that occur?

Former Deputy COS: If it was defense-related, Ryan would have been the one to brief, and he
would have a better idea than I would.

Jeff Brown: If Ryan ever said that he had been directed to prep Representative
Schwindert for a campaign or a fundraising activity in his official capacity,
would you have any reason to disbelieve Ryan on that?
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Former Deputy COS: Disbelieve, no. Ryan had a tendency towards a little bit of hyperbole. So if he was angry at the time... He didn’t have a good relationship with the member by the end, either. And so, he may have been more predisposed to remember those things. So, I guess, no. No, I wouldn’t have a reason to believe that he would be misleading on that.

Jeff Brown: How about Kat? Do you have any reason to disbelieve...

Former Deputy COS: So, Kat would have probably been David’s go-to on Israel issues. So if there were Israel issues that he was going to a fundraiser event for, she would have been the person pegged to do that. I would not necessarily be surprised if Oliver had asked her to do that, because that was such a sensitive issue. He might have. I don’t remember Kat ever complaining about it, but that’s definitely possible.

Paul Solis: Was there ever a time when you were directed to attend a campaign event, either paid or unpaid? I know you said you specifically just volunteered, but were you ever directed or required to go to an event where you felt like there would be consequences to your job if you didn’t attend?

Former Deputy COS: No. There was one event that I went to, probably September of ’16, around that time, that I was willing to go to. I didn’t feel like I couldn’t say no. It was with Chairman Tiberi. But Oliver just didn’t want to go. He wanted to do other things, and he asked if I was willing. I told him I didn’t want to, but I would. I didn’t feel like I would have consequences if I told him no. That’s the only one I could remember being somewhat put off by.

Paul Solis: The same sort of question I had asked you before, about prepelling, but in the context of being required to go to events. Do you know if any other staffers were required or told that they must attend an event or reported to you that that happened?

Former Deputy COS: No. I don’t remember that.

Jeff Brown: Would other staffers besides yourself, lower level staffers, would they have been in a position and been comfortable enough to tell Oliver no if he asked them to do campaign or fundraising-related activities?

Former Deputy COS: I think Ryan would. Kat probably would, anyone else, no. They would’ve felt like they would’ve had to go, I think.

Jeff Brown: Okay. What sort of expectations were there for staffers, aside from yourself, to do campaign-related activities?

Former Deputy COS: I don’t think there were any, at least that were directly related to our employment. That’s why it was so surprising to me that Oliver said that my performance, if I stayed with the office, would be based on how much money I was bringing into the office because it had never been part of my job description before.
Jeff Brown: We’ve talked a little bit about the Ben Quayle Primary. Did any official
staffers ever help prepare Representative Schweikert or work with Oliver to
prepare Representative Schweikert for a Ben Quayle debate?

Former Deputy COS: I certainly didn’t work with Oliver. I think in that time period I had one ...
while he was on the campaign, it was one interaction with Oliver. My wife
and I joined his wife, he and his wife, on his sailboat, minimal politics
discussed. I wasn’t asked to do anything for the campaign then. I may have
done prep work on some issues on behalf of Matt Tully, but I don’t
remember entirely.

Jeff Brown: Okay. And that would’ve been prep work for the Ben Quayle debate?

Former Deputy COS: If there was prep work done, it would’ve been asked by Matt Tully. I just
don’t remember if there was.

Jeff Brown: Okay. Do you recall any other staffers working on prep work for that debate?

Former Deputy COS: I don’t remember, no.

Jeff Brown: Just to kind of jog your memory a little here, do you recall any staffers
working on any other... Sorry, let me rephrase that. Do you recall any other
official side staffers ever working on any primary or general election issues
in 2016? Either Wittenberg or Williamson.

Former Deputy COS: Wittenberg or Williamson?

Jeff Brown: The primary and the general.

Former Deputy COS: Oh. We paid so little attention to who we were running against. I think that
some of the District Office staffers walked doors and collected signatures,
but that would’ve been on the weekend and that probably... I don’t think
anyone in D.C. did. I wouldn’t... I don’t think anyone in D.C. did.

Jeff Brown: Okay. In advance of a primary or a general, how much discussion would
there have been in the office about upcoming elections?

Former Deputy COS: There would have been some discussion in the Quayle campaign, during the
Quayle campaign. I know Matt Tully called, and we had a phone call.
Bastically, it was just saying “Hey, here’s the state of the things.” It was less
than five minutes. “Just want to let know what’s going on.” I don’t remember
whether that was on the official lines or we all got around a cell phone. We
probably were in the office just because that’s where everyone was. But
after the Quayle primary, we were never challenged and so any discussion of
a primary or a general was basically “This is funny. Ha, ha, ha. We’re getting
primaried or generalized.” It was beneath, quote-unquote, “beneath David’s
dignity” to even entertain it being problematic.

Jeff Brown: I’d like to switch gears a little bit to talk a little bit about campaign donors.

Former Deputy COS: Okay.
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Jeff Brown: Did you ever see, did you ever witness, campaign donors receiving any sort of favorable or preferable treatment from either Oliver or Representative Schweikert?

Former Deputy COS: Favorable treatment. You know, there were a couple of people within the office that the office knew were campaign donors or did campaign... helped David. Marshall Brachman comes to mind. I’m relatively certain that I probably spent more time on his policy issues than others, not necessarily because of the campaign side but because he was always around as far as he would come in, he’d sit, he’d chat.

Jeff Brown: Who is Marshall Brachman?

Former Deputy COS: Marshall Brachman is a lobbyist. He does work for APAC and Lockheed and some others. He’s the one that I can think of off the top of my head, but I think that was more of a reflection... We knew he was important, but he just talked to us and became a friend of the office. So I would say that my work with him was... If I spent more time with him, it had nothing to do with the amount of money he was giving to David, it was the amount of time that he spent with me.

Jeff Brown: Were there ever any discussions in the office or did you ever witness anything in which campaign donations were linked to official action of any kind, either by Representative Schweikert or Oliver Schwab?

Former Deputy COS: There are things that we did in the tribal community that got us campaign donations but they were things that I was doing anyway, so work that I would’ve done... that I was doing that I think Oliver may have fund-raised off of. But I don’t think I was ever instructed to say “Do this because they’re giving us money.”

Jeff Brown: Do you recall any sort of special treatment provided to an individual who was looking for grant funding for research in Africa?

Former Deputy COS: Grant funding for research in Africa. No, I don’t think so.

Jeff Brown: That doesn’t ring any bells?

Former Deputy COS: Mm-mm (negative).

Jeff Brown: Okay. How about was there every any sort of favorable treatment or special favors that would’ve been done for the companies or the clients that Ana Schwab worked with or for?

Former Deputy COS: The only one that I can think of that might fit that bill was Taser... or, no, Firetrace. Ana did work with Teddy Eymon but... who – Firetrace was one of his clients. I don’t think it was related... The work that I did with them was not related to donations at first, and then Ryan took over. I don’t know if he felt that he was doing it because they were donors or Teddy might be a donor or... definitely not because Ana was there because we had a prior
relationship with them before Ana went to work with them. But that’s the
only one that I can think of off the top of my head that we did anything for
because Ana was working with them.

Paul Solis: But why do you say ... When Jeff asked that question, you said “the only one
that could possible fit that bill.” Why would you say that?

Former Deputy COS: As Firetrace?

Paul Solis: Yeah.

Former Deputy COS: Because Firetrace was a long-time client of Teddy Eynen and went with him
when he moved to a different company. When he moved to his different
company, Ana worked for him. But I was working with them before Ana was
ever working with them. I worked with Firetrace before Ana went to go
work for Teddy.

Jeff Brown: Do you have any recollection of donations being linked to official actions
with Firetrace?

Former Deputy COS: No, not that I can remember.

Jeff Brown: Were there any special rules in place or any office policies and procedures
on the way in which Oliver would deal with the companies that Ana worked
with/for?

Former Deputy COS: I don’t think so, not that I remember.

Jeff Brown: Okay, Do you ever recall a conversation in the office, either with Oliver or
others, about him not taking requisite ethics trainings?

Former Deputy COS: I vaguely remember him talking about not taking ethics training, or him
being really far behind. But I don’t know when that occurred, but that does
kind of ... That sounds right.

Jeff Brown: Even if we assume that Mr. Schwab didn’t take mandatory ethics trainings,
would he have been aware of outside earned income limits that would’ve
been applicable to senior staffers?

Former Deputy COS: Oh, I would hope so. He and I talked quite a bit about outside earned income
in the sense that he would complain that the house doesn’t pay enough. I
was like, “Well, go ahead and get another job, but you’re limited.” He should
of known that there was outside limits.

Jeff Brown: Should of or did know? Did you have actual discussions about it?

Former Deputy COS: I mean, on more than one occasion I am certain that I told him. I mentioned
that you’re limited in the amount of money that you can earn outside of-

Jeff Brown: Do you have any recollection of when those conversations would have
occurred?
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1 Former Deputy COS: I mean, it's probably a handful of times over the course of three or four years. Multiple times.
2
3 Jeff Brown: Was there ever a point in time that you had a discussion with him or there was a discussion in the office about him not wanting to earn a senior staff rate of pay so that he didn't have to file financial disclosures?
4
5 Former Deputy COS: Yes.
6
7 Jeff Brown: Can you tell us about that?
8
9 Former Deputy COS: I'm not sure I don't think it ever actually occurred, but he said he wanted to focus more, at one point in time, on growing a business and spending less time in the office. So he wanted to earn less money so he could make more money outside the office. I have no idea what he would be wanting to do. But yes, he definitely said he wanted to make less than the-
10
11 Jeff Brown: When were those conversations. Do you remember?
12
13 Former Deputy COS: Oh, I mean, again, probably a handful of times. Probably within the same conversations of I said, "You're limited in the outside earned income."
14
15 Jeff Brown: In those conversations, was there any discussion about his personal wealth and not wanting to file financial disclosures because of his personal loans?
16
17 Former Deputy COS: No. More along the lines of, "I want to make more money."
18
19 Paul Solis: Did he adjust his salary so as to make an amount less than senior staff level?
20
21 Former Deputy COS: There was a while where he had talked about that. I don't think it ever actually occurred while I was doing the budget. If he did it, it was before I started doing the budget.
22
23 Jeff Brown: Remind us approximately what year was that?
24
26
27 Paul Solis: I just want to go back a little bit to FireTrace. Can you tell me what this company is and what ...
28
29 Former Deputy COS: They...FireTrace uses its chemicals to put out fires in military, police, airline vehicles. It's a pretty good product.
30
31 Paul Solis: Where's the company based?
32
33 Former Deputy COS: Arizona. I think it's in Scottsdale and maybe just outside of Scottsdale.
34
35 Paul Solis: Is it in Representative's Schweikert's district?
36
37 Former Deputy COS: I believe so.
38
39 Paul Solis: You had worked with the company or worked with this Mr. Eynon in some official capacity?
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1 Former Deputy COS: I mean, Teddy introduced me to the company. I went out there, I took a site
tour to see the products. I know they were trying to get the DOD interested
in their fire safety products that they thought saved lives.
2
3 Paul Solis: Does Teddy have a role with the company? Is he a lobbyist, what’s-
4 Former Deputy COS: He’s their contracted lobbyist.
5
6 Paul Solis: Contracted lobbyist. So he’s with — what’s his name of his company?
7 Former Deputy COS: I think he was with a Greenberg Traurig. He may have moved since then.
8
9 Paul Solis: At the time, was he based in DC or ...?
10 Former Deputy COS: He’s based in DC.
11
12 Paul Solis: Okay. Then so how did Ana Schwab become related to Fire Trace and-
13 Former Deputy COS: Ana Schwab lost her job at either the NRCC or Paul Gosar’s office. I can’t
14 remember the time frame.
15
16 Oliver had a relationship with Teddy. Teddy was looking for an assistant and
17 hired Ana. I think that Ana’s relationship with FireTrace is coincidental. I
18 don’t think FireTrace was trying to hire Ana. I think Teddy was trying to hire
19 Ana.
20
21 Paul Solis: You had a relationship with Teddy then prior to Ana being hired?
22 Former Deputy COS: Yeah.
23
24 Paul Solis: Okay. Did Oliver have a relationship with Teddy prior to Ana being hired?
25 Former Deputy COS: Yes.
26
27 Paul Solis: How do you know that?
28 Former Deputy COS: I think Teddy came to our office opening. I mean, Oliver had a relationship
29 with Teddy before he had a relationship with Ana. Teddy, I think, day one,
30 day two, something like that. I met Teddy and well, worked policy with him.
31
32 Paul Solis: While you were sort of handling the portfolio that included FireTrace ... First
33 of all is that safe to say that’s correct?
34 Former Deputy COS: At the time, yes. When I became LD, Ryan took over the defense portfolio so
35 he would have, yeah. Defense Homeland was mine at first and then it
36 became Ryan’s.
37
38 Paul Solis: Roughly, what are the dates that you had the defense portfolio where you
39 would have had contact with FireTrace representatives or Teddy Byrnes?
40 Former Deputy COS: January 11 through May, June of ’12.
41
42 Paul Solis: What’s going on? Are you meeting with them and you’re meeting just with
43 him or representatives of the company?
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1 Former Deputy COS: I met with him and then I met with Cavanaugh, I think is the company
owner’s name, Mark Cavanaugh. Met with him just standard, traditional
office meeting stuff. I took a site visit.

4 Paul Solis: Okay. Then in sometime in 2012, Ryan took over the portfolio, right?

5 Former Deputy COS: Mm-hmm (affirmative)

6 Paul Solis: Were you aware of his meetings with FireTrace or Teddy Eynon?

7 Former Deputy COS: Generally. I mean, I don’t remember what other issues Teddy worked on, but
I know that I had meetings with Teddy on other issues beyond FireTrace. I
just don’t remember what the portfolio was at the time. FireTrace was the
only company that I basically remember pretty close that they want going all
the way through in talking with Schweikert that Teddy worked for.

12 Paul Solis: How often is Ryan meeting with FireTrace representatives or Teddy Eynon?

13 Former Deputy COS: For FireTrace issues? Oh, maybe once a quarter. I think Cavanaugh flew in
maybe two times a year. He would meet with them when he flew in. Same
with me.

16 Paul Solis: What type of official acts did Representative Schweikert take or did you all
take that would have affected FireTrace?

18 Former Deputy COS: Ryan had language inserted in the conference report saying that there was a
need for fire suppression systems.

20 Paul Solis: What legislation is that and when?

21 Former Deputy COS: It was in one of the NDAA’s. We would have been in the Cannon office, so
either ’15 or ’16 NDAA.

23 I thought Ryan believed in the product. I thought the product was a good
product. It would probably save lives. I had no ethical or moral quandaries
with that. I wasn’t instructed and I don’t think Ryan, well, I don’t know if
Ryan was instructed to insert the language. I was never instructed to do
anything related to campaign work with FireTrace. Anything that I did, it
was in an official capacity I did because I thought that they should meet with
people. I never had anything put into legislative language or committee
report for them.

31 Paul Solis: So you recall Ryan had some language affecting the industry?

32 Former Deputy COS: Yeah.

33 Paul Solis: Not FireTrace specifically.

34 Former Deputy COS: Not FireTrace.

35 Paul Solis: A conference report in ’15 or ’16. Was Oliver aware of that insertion of
language?
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1 Former Deputy COS: I’m sure he was. I mean, Ryan was pretty happy about getting the language in there.

2 Paul Solis: At that time was Oliver Schwab’s wife, Ana, was she working as a lobbyist for FireTrace?

3 Former Deputy COS: I don’t think so. Teddy let her go at some point in time or the company did. Then she went back to law school. I don’t remember what that time frame was. I believe for most of last Congress she was unemployed or at law school.

4 Paul Solis: Any other clients? Again you believe it’s Greenberg Traurig, that’s the -

5 Former Deputy COS: I believe so.

6 Paul Solis: Okay. Any other clients of Greenberg Traurig that were in the district?

7 Former Deputy COS: Not that I remember. There may have been. FireTrace is the only one that I met with and had a relationship with as far as professional was concerned that I developed anything with them.

8 Jeff Brown: How about clients at Fox Rothschild that were in the district?

9 Former Deputy COS: The name sounds familiar. If you had company names, I could probably tell you maybe.

10 Jeff Brown: Best Best and Krieger?

11 Former Deputy COS: I don’t remember.

12 Jeff Brown: Anything else there?

13 Paul Solis: Nope.

14 Jeff Brown: When we last spoke, I think you said you left the Schweikart office the Monday before Thanksgiving 2016?

15 Former Deputy COS: Yes.

16 Jeff Brown: Okay and you were paid up through January 3rd, 2017.

17 Former Deputy COS: Correct.

18 Jeff Brown: I think the way you also described to us, you said you were essentially going to be on contract for the next six months. That was the way that severance was described to you?

19 Former Deputy COS: Yes.

20 Jeff Brown: What did you understand “on contract” to mean?

21 Former Deputy COS: Anytime they needed any sort of policy expertise that I had, that I would be responsible for that.
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1 Jeff Brown: Okay. How-

2 Former Deputy COS: And be completely and totally on-call, and if I were to ever find another job, I
3 was to leave the Schweikert employment.

4 Jeff Brown: How frequently were your expertises called upon during that, I guess part of
5 November, December, part of January?

6 Former Deputy COS: Two or three. My plan was to stay through, in the office, through January
7 3rd, at which point in time I would move to the quote-unquote "contract
8 status". The Friday before Thanksgiving, Oliver called me and said I was
9 causing confusion in the office and didn’t want me to come in anymore. I
10 said "Okay. Let me know if you need anything." He asked me to do a couple
11 of writing pieces on Constitutional amendments. Other than that, I think that
12 was basically it.

13 Jeff Brown: How many hours in a given week?

14 Former Deputy COS: Oh, I probably spent ... I think that of the two projects, and they were both
15 related to the same thing, I probably spent 25, 30 hours.

16 Jeff Brown: Okay.

17 Former Deputy COS: Yeah.

18 Paul Solis: Total or on each issue?

19 Former Deputy COS: Combined, yeah.

20 Jeff Brown: So between the Monday before Thanksgiving, November 2016, and January
21 3rd, you worked about 25 hours?

22 Former Deputy COS: Yeah, probably.

23 Jeff Brown: Okay. Did you have access to House email?

24 Former Deputy COS: Yes.

25 Jeff Brown: You did.

26 Former Deputy COS: Until I think ... I don’t remember the exact dates. It was either maybe the
27 week before or the week after Christmas that I sent all of my tech back. It
28 was after Oliver said that he was not going to honor the agreement that he
29 had offered me. And I said "Fine. I don’t like to talk to you anymore anyway."

30 Jeff Brown: And in that time frame, I think you said this – you were not back in the office
31 after Thanksgiving?

32 Former Deputy COS: No, correct.

33 Jeff Brown: Okay. But you did get your full salary from November, December, and up
34 through January. Is that-
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1 Former Deputy COS: Correct. Correct.

2 Jeff Brown: What was Representative Schweikert’s knowledge of the severance offer?

3 Former Deputy COS: Oliver said that David approved it. I am doubtful of that. I don’t think David

4 ever approved a single salary for anyone.

5 Paul Solis: Why do you think that?

6 Former Deputy COS: Because salaries were determined between Oliver and I while I was doing

7 the budget, and before that, just by Oliver. David wasn’t interested in the

8 day-to-day budget minutia.

9 Jeff Brown: Is there anything else since we last met, or given our discussions today, that

10 you think we should discuss?

11 Former Deputy COS: Something to kind of... Full disclosure, I talked to my wife about our

12 discussions. She’s the only person I have talked to. Kelly Roberson did ask if

13 I had met with you. I told her that that was a question she should not ask and

14 she should not answer should anyone ask her. That is the extent of my

15 discussion with her about it.

16 Paul Solis: When did she contact you?

17 Former Deputy COS: Either last week or the week before. I can give you the exact date if you want

18 me to bring it up. Actually, so she had told me that she was going to lunch

19 with Oliver, and I was interested in what he would have to say. Then I came

20 and talked to you all, and I wanted nothing to do with that anymore so I did

21 not follow up with that and how she did. But after her lunch with Oliver, she

22 G-chatted me and asked if you all had... or if I had met with OCE.

23 Jeff Brown: So were there two conversations with Kelly?

24 Paul Solis: Yeah. I just want to get the timeline straight.

25 Former Deputy COS: Okay. I’m sorry. Kelly and I-

26 Paul Solis: Starting from moment one.

27 Former Deputy COS: Well, Kelly and I had been on and off in contact since I left. Right around the

28 time you asked me to come in, she said Oliver invited her to lunch. I said she

29 should go. I came in, met with you all, she G-chatted me and said “I’m off to

30 lunch.” After I met with you all, I was no longer interested. Maybe the next

31 week, she asked me... The next Thursday or Friday maybe after that, she

32 asked if I had met with you and I responded with “That’s not a question that

33 you should ask or answer.” That was-

34 Jeff Brown: That was over the phone or over G-chat?

35 Former Deputy COS: G-chat.
Paul Solis: Did she talk to you in any way whatsoever about what she and Oliver discussed?

Former Deputy COS: No.

Paul Solis: Did she ask you whether Oliver requested ... Did she tell you whether Oliver requested that she go to lunch with her?

Former Deputy COS: No. No, she emailed ... Yeah, she said "Oliver emailed me and I asked if I wanted to do lunch." She asked if he had emailed me, and I said "No, he has not."

Jeff Brown: What’s Kelly and Oliver’s relationship been like since Kelly left the office?

Former Deputy COS: I thought negative. She felt she had been done a disservice by Oliver. I would be inclined to agree.

Jeff Brown: Why?

Former Deputy COS: David would occasionally get bored with staffers, regardless of whether or not they were doing good work, and then Oliver would force the staffers out. Kelly was my direct ... was one of my ... I was her direct supervisor. I thought she was doing a good job and she didn’t deserve to be forced out.

Jeff Brown: Just so we’ve got the timeline straight, Kelly contacted you within the last two weeks about -

Former Deputy COS: I can bring my phone up and give you the exact dates.

Jeff Brown: If you don’t mind.

Former Deputy COS: Yeah. Okay. All right. January 16th, she asked me if Oliver had emailed me. She said that he emailed her. I said ... to have lunch. I said "You should go have lunch," then talked about ... I had a quote in Politico, which was cool. January 19th, she said she was on her way to lunch with Oliver. January 30th, she said "Question, did you ever get called by the Office of Congressional Ethics regarding Oliver?" I responded "Not a question you should ask or answer." She responded "That’s a very political answer." I responded "Best I can give." She responded "Noted."

Jeff Brown: We started this line with you saying there was something that was sort of nagging -

Former Deputy COS: I’m sorry, yes. When I went home and talked to my wife, she said occasionally ... and during Oliver’s trades, the worst of them where he was threatening to quit, he would occasionally say that he was going to quit and if he didn’t get a good severance package that he’d go to the FEC and tell them where all the bodies were buried, essentially something along those lines.
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1. His trades were fairly regular. That line of comment was not regular, maybe three or four times over the course of... from ’13 to ’16. The reason that I brought that back up is because my wife said “You occasionally came home and said stuff about that,” and I was like “Yeah, I did.” When you emailed me with the transcript, I was planning on responding to you and telling you that. But that did stick in my head or come back up when my wife mentioned it.

Jeff Brown: What did you understand him to mean when he was talking about where the bodies are buried?

Former Deputy COS: I have no idea, and I did not ask. I mostly attributed it to him just being out of control and angry. Obviously, when your boss says something like that, it’s concerning, but it didn’t happen enough for me to think that it wasn’t anything other than him being out of control.

Jeff Brown: Back to my question, I mean, what was the suggestion? What was the context?

Former Deputy COS: Oh. Whenever he would get really, really angry with something that David was doing, usually in his official capacity, either not going to an official event or going to an official event and saying something that was quasi-offensive, Oliver would get angry. When he would get really angry, he’d make that comment, two or three times.

Jeff Brown: He made the “where the bodies are buried” comment two or-

Former Deputy COS: Yeah.

Jeff Brown: ... or three times?

Former Deputy COS: Yeah, about “I’m going to go to the FEC and get David thrown in jail for campaign fraud,” something along those lines. “I know where the bodies are buried.” I have no context beyond that.

Jeff Brown: Do you have any idea what he may have been referring to?

Former Deputy COS: Honestly, I had no idea. I mostly chalked it up to him just being out of control. But there’s no doubt that if there were anything campaign-related that was not on the up-and-up, Oliver would know about it and would be able to do that. But I’m not aware if there was or what those specifics were.

Paul Solis: To this point, you have not been contacted by Mr. Schwab. Right?

Former Deputy COS: Not about this. I have had no contact with Oliver Schwab since November. I called Kevin when I saw the article in November. Kevin was not aware of it at the time. Kevin called me back, he said “This is terrible.” I said “Well, I wasn’t one of the sources.” Kevin said “If you ever get a call, make sure you cooperate,” and I said “Okay.”

Jeff Brown: Have you had any conversation with Kevin about us since then?
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1 Former Deputy COS: Not about you in particular. He did call because he had a grandson, and he
2 just said "We are actually officially under investigation. Cooperate if they call
3 you." And I said "Okay." That's it.
4 Paul Solis: Did he say whether he was cooperating or not?
5 Former Deputy COS: He did not.
6 Jeff Brown: Did he say anything about whether the office was cooperating?
7 Former Deputy COS: He did not. At that point in time, we didn't talk again. I mean, I think we may
8 have talked one other time but nothing about the investigation came up.
9 Jeff Brown: Anybody else-
10 Former Deputy COS: Anyway... I'm sorry. To follow up, I told Oliver... I think Kevin told... I'm
11 sorry. I told Kevin that I saw the article. I wasn't one of the sources. I believe
12 Kevin told Oliver that I said that I wasn't one of the sources. Oliver emailed
13 me "Thank you for your kind words." I did not respond, and that is the last I
14 have heard from Oliver.
15 Jeff Brown: Have you spoken to anyone else either currently inside the Schweikert office
16 or a former Schweikert staffer about any of this article -
17 Former Deputy COS: About our meeting-
18 Jeff Brown: ... investigation-
19 Former Deputy COS: About my meeting. No.
20 Jeff Brown: Yeah.
21 Former Deputy COS: I talked to Ryan and I talked to Kelly that there was an article... Kelly was
22 who tipped me off to the article being written... or, sorry. No, it was... Kelly
23 texted me the Friday after the... or, sorry, the day after the article... or the
24 day article came out. She texted me and said "Hey, let's get lunch." and I was
25 like "Okay, let's get lunch." I had no idea... had nothing to talk about. Ryan
26 was the one the next morning who said "Look at this article. I assume you're
27 one of the sources?"
28 Jeff Brown: What did Kelly say about the article to you?
29 Former Deputy COS: Basically, serves him right, if I remember correctly. Ryan, same thing. I had
30 felt that... After I read the article, I was surprised about the campaign things,
31 but anyone who looked in the campaign... or the office would see were
32 spending money on office supplies that was probably unreasonable, or not
33 unreasonable, too much. We didn't need to spend the money we were
34 spending.
35 Jeff Brown: Why do you think Kelly said serves him right?
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3 Former Deputy COS: It didn’t end on good terms. I think that Oliver, like I said, Oliver did her a disservice when she left. She was a good employee. At least for me.

4 Jeff Brown: Same thing with Ryan, why do you think Ryan said something like serves him right?

5 Former Deputy COS: At the end of last Congress, Oliver basically did Ryan and I pretty similar, and so I can imagine Ryan wanting for Oliver to, if he was doing anything wrong, to be gotten for it.

6 Jeff Brown: Only other question that I have is last time we talked, we discussed a little bit about the fact you may or may not have some G-mail documentation -

7 Former Deputy COS: Oh. I did-

8 Jeff Brown: ... with- 

9 Former Deputy COS: ... look. I do have a few ... I meant to print those and bring them to me. I have a back-and-forth between me and Oliver that I also CC’d - BCC’ed my wife on and she responded. That’s what I have-

10 Jeff Brown: If you could send them along-

11 Former Deputy COS: I will, yeah.

12 Jeff Brown: ... with the transcript, that would be appreciated.

13 Former Deputy COS: Okay.

14 Jeff Brown: Anything else, Paul? Ashley? Thank you for coming back in, Former Deputy Chief of Staff.

15 Former Deputy COS: Yep.
### ERRATA SHEET

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<tr>
<th>Page</th>
<th>Line</th>
<th>Correction</th>
<th>Reason</th>
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<td>4</td>
<td>30</td>
<td>Strike &quot;didn't&quot;</td>
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This errata sheet is submitted subject to 18 U.S.C. § 1001 (commonly known as the False Statements Act).

Witness Name: [Redacted]
Witness Signature: [Redacted]
Date: 2/21/18
EXHIBIT 5
### 2015 Arizona Trip Reimbursements

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<th>Service Date (start)</th>
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<th>Cost</th>
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1 See Arizona Trip Voucher Documents (Exhibit 6 at 17-4790, 0140), Statement of Disbursements of the House, January 1, 2015 – March 31, 2015 (incorporating reimbursement into the $52,919.90 disbursement dated 2/14/15).
2 See Arizona Trip Voucher Documents (Exhibit 6 at 17-4790, 0169; 0179; 0183), Statement of Disbursements of the House, January 1, 2015 – March 31, 2015 (incorporating the $614.21 expense from the Arizona Trip along with a $45.99 expense at Alamo from 2/25/15, into a $660.20 disbursement dated 2/11/15).
3 See Arizona Trip Voucher Documents (Exhibit 6 at 17-4790, 0144; 0149; 0156; 0159; 0189-92; 0194), Statement of Disbursements of the House, January 1, 2015 – March 31, 2015.
4 See Arizona Trip Voucher Documents (Exhibit 6 at 17-4790, 0160; 0180; 0183), Statement of Disbursements of the House, January 1, 2015 – March 31, 2015. Mr. Schaub’s receipt indicates that he was reimbursed for “SP Plus Parking”, which the OCE believes to be the “Hourly Garage” parking currently advertised for $22/day on BWI’s website (as opposed to the $12/day rate for the Daily Garage). $10/day for the Express Parking service, and $8/day for the Long Term parking option). See BWI Airport Parking, https://www.bwairportpark.com/to-from-bwi/parking (last visited Feb. 26, 2018).
5 See Arizona Trip Voucher Documents (Exhibit 6 at 17-4790, 0100; 0180; 0192-93), Statement of Disbursements of the House, January 1, 2015 – March 31, 2015.
6 See Arizona Trip Voucher Documents (Exhibit 6 at 17-4790, 0155; 0159), Statement of Disbursements of the House, January 1, 2015 – March 31, 2015 (incorporating the following purchases into the $73.04 disbursement dated 2/10/15: $19.76 at Starbucks on 1/29/15, $14.12 at Chick-fil-A on 1/29/15, $31.86 at Kamakuli Palace on 1/29/15, and $7.30 at Starbucks on 1/30/15).
7 See Arizona Trip Voucher Documents (Exhibit 6 at 17-4790, 0152; 0159), Statement of Disbursements of the House, January 1, 2015 – March 31, 2015 (incorporating the following purchases into the $73.04 disbursement dated 2/10/15: $19.76 at Starbucks on 1/29/15, $14.12 at Chick-fil-A on 1/29/15, $31.86 at Kamakuli Palace on 1/29/15, and $7.30 at Starbucks on 1/30/15).
8 See Arizona Trip Voucher Documents (Exhibit 6 at 17-4790, 0151; 0159), Statement of Disbursements of the House, January 1, 2015 – March 31, 2015 (incorporating the following purchases into the $73.04 disbursement dated 2/10/15: $19.76 at Starbucks on 1/29/15, $14.12 at Chick-fil-A on 1/29/15, $31.86 at Kamakuli Palace on 1/29/15, and $7.30 at Starbucks on 1/30/15).
9 See Arizona Trip Voucher Documents (Exhibit 6 at 17-4790, 0154; 0159), Statement of Disbursements of the House, January 1, 2015 – March 31, 2015 (incorporating the following purchases into the $73.04 disbursement dated 2/10/15: $19.76 at Starbucks on 1/29/15, $14.12 at Chick-fil-A on 1/29/15, $31.86 at Kamakuli Palace on 1/29/15, and $7.30 at Starbucks on 1/30/15).
10 See Arizona Trip Voucher Documents (Exhibit 6 at 17-4790, 0159; 0173), Statement of Disbursements of the House, January 1, 2015 – March 31, 2015 (incorporating the following purchases into the $54.97 disbursement dated 2/11/15: the $9.42, $16.45, and $22.16 gas purchases from the Arizona Trip identified above and a $6.94 charge from 2/5/15 (see Exhibit 6 at 17-4790, 0183).
11 See Arizona Trip Voucher Documents (Exhibit 6 at 17-4790, 0149), Statement of Disbursements of the House, January 1, 2015 – March 31, 2015 (incorporating the following payments into the $59.00 disbursement dated 2/10/15: the $50.00 cash parking payment made at 2401 E. Camelback Rd., Phoenix, AZ and a 2/13/15 Washington D.C. valet parking charge of $19.00 (see Exhibit 6 at 17-4790, 0140; 0147).
12 See Arizona Trip Voucher Documents (Exhibit 6 at 17-4790, 0174; 0185), Statement of Disbursements of the House, January 1, 2015 – March 31, 2015 (incorporating the following purchases into the $54.97 disbursement dated 2/11/15: the $9.42, $16.45, and $22.16 gas purchases from the Arizona Trip identified above and a $6.94 charge from 2/5/15 (see Exhibit 6 at 17-4790, 0168).
13 See Arizona Trip Voucher Documents (Exhibit 6 at 17-4790, 0178; 0183), Statement of Disbursements of the House, January 1, 2015 – March 31, 2015 (incorporating the following purchases into the $84.97 disbursement dated 2/11/15: the $9.42, $16.45, and $22.16 gas purchases from the Arizona Trip identified above and a $6.94 charge from 2/5/15 (see Exhibit 6 at 17-4790, 0180).
14 See Arizona Trip Voucher Documents (Exhibit 6 at 17-4790, 0177; 0183), Statement of Disbursements of the House, January 1, 2015 – March 31, 2015 (incorporating the following purchases into the $162.35 disbursement dated 2/11/15: the $24.64, $4.28, and $39.43 purchases from 2/2/15 identified above (totalling $88.35), $55.78 worth of purchases from 2/25/15 (including $6.37 at the Hudson convenience store at Ronald Reagan National Airport, $4.99 on a food purchase at an US Air flight, $26.57 at Kamakuli Palace in Arizona, $4.28 at a Starbucks in Arizona, and $16.01 in airport food in Phoenix’s Sky Harbor International Airport), and a $58.22 purchases from 2/5/15, described as a member’s/commitment carry-out meal at Tally in Washington, D.C. (see Exhibit 6 at 17-4790, 0184).
15 See Arizona Trip Voucher Documents (Exhibit 6 at 17-4790, 0176; 0183), Statement of Disbursements of the House, January 1, 2015 – March 31, 2015 (incorporating the following purchases into the $162.35 disbursement dated 2/11/15: the $24.64, $4.28, and $39.43 purchases from 2/2/15 identified above (totalling $88.35), $55.78 worth of purchases from 2/25/15 (including $6.37 at the Hudson convenience store at Ronald Reagan National Airport, $4.99 on a food purchase on an US Air flight, $26.57 at Kamakuli Palace in Arizona, $4.28 at a Starbucks in Arizona, and $16.01 in airport food in Phoenix’s Sky Harbor International Airport), and a $58.22 purchases from 2/5/15, described as a member’s/commitment carry-out meal at Tally in Washington, D.C. (see Exhibit 6 at 17-4790, 0184).
See Arizona Trip Voucher Documents (Exhibit 6 at 17-4790, 0175; 0183), Statement of Disbursements of the House, January 1, 2015 – March 31, 2015 (incorporating the following purchases into the $162.35 disbursement dated 2/13/15: the $24.64, $4.28, and $19.43 purchases from 2/2/15 identified above (totaling $48.35), $55.78 worth of purchases from 2/1/15 (including $6.37 at the Hudson convenience store at Ronald Reagan National Airport, $4.99 on a food purchase on a U.S. Air flight, $26.37 at Kona kcch Palace in Arizona, $4.28 at a Starbucks in Arizona, and $16.93 in airport food in Phoenix’s Sky Harbor International Airport), and a $58.22 purchase from 2/5/15, described as a member/constituent carry-out meal at Tally in Washington, D.C. (see Exhibit 6 at 17-4790, 0138-94)).
**United States House Of Representatives**  
**VOUCHER COVER SHEET**

### Payment Information
- **Vendor Name:** CITIBANK-CHI0100  
- **Address Line 1:** GOVERNMENT CARD SERVICES  
- **City:** COLUMBUS  
- **State:** OH  
- **Zip Code:** 43218

**Vendor Invoice Number:** 4486-0100-0046-04  
**Vendor Invoice Date:** 01/28/2015  
**Payment Grand Total:** $9218.00  
**FEB 03 2015**  
**OFFICE OF FINANCE**

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**Comment(s):**  
Partial payment due to late travel

I certify (1) that the above articles have been received in good condition and are of the quality and in the quantity above specified, or the services were performed as stated (2) that they are in accordance with the coding indicated (3) that the charges charged are just, reasonable, and in accordance with agreement (4) that they are for use in my office or for exchange or for service, and (5) that these are true copies and will be the only estimates for payment.

**Date:** 02/03/2015  
**Signature:**

**Approved:**  
**Date:**  
**Signature:**
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| 11/14/2011 | Deshner                      | 3020.20  |
| 11/14/2011 | Deshner                      | 3121.20  |
| 11/14/2011 | Deshner                      | 3883.10  |
| 11/15/2011 | Deshner                      | 584.10  |
| 11/15/2011 | Deshner                      | 584.10  |
| 11/15/2011 | Deshner                      | 2120.15  |
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316

The foreign currency conversion rate used to convert your foreign transactions to U.S. dollars, after a service fee of 2.95%, assessed in Canada by the applicable card issuer, is listed on the back of this statement.

This is a sample check image used to audit the account. For information and to request a statement, call 1-866-435-9200 or visit www.cmbcm.com.

547.20
38.10
$986.30 to be paid after 2/19

10,135.20
986.30
9,148.90 to be paid now
Account Requests

CHANGE OF ADDRESS OR TELEPHONE NUMBER

Street Address: 

City State Zip: 

Home Phone: 

Business Phone: 

Payment Information

- Endorse your check or money order payable in U.S. dollars to CitiBank, N.A. with this payment coupon, but do not staple or tape them together. Please do not send cash.
- Write your account number on the front of your check or money order.
- Please make sure the entire CitiBank address appears on the check or money order. Write your account number in the lower right hand corner of the check or money order or show it on the money order. Make sure your account number is clearly visible.
- If your check or money order is returned open or is not drawn on CitiBank, N.A., the charge will be added to your account, in addition to any other penalty or charge.
- If you do not receive a response to your request for a change of address, please call CitiBank, N.A.

Account Inquiries

In case of error or questions about your bill, please call 1-888-736-5500 immediately. Include your account number, the dollar amount of the suspected error, the date of the transactions, and a description of the error. If any of the transactions are not correct, please call 1-888-736-5500. If you post a deposit to your account, it will be credited to your account. If a check is returned for not being drawn, please call 1-888-736-5500. If a check is not returned, please call 1-888-736-5500.

Mail your payment in the envelope provided, or send your payment to:

CitiBank, N.A.
P.O. Box 18273
Columbus, OH 43216-3712

You may send your payment via overnight mail to:

CitiBank, N.A.
1300 Radnor Waldorf Street
Columbus, OH 43228

Information about your CITIBANK Government Card Account

Report Lost or Stolen Card Immediately: Call the Customer Service number listed below or specify on the face of the statement immediately (day or night). If you notify us, you will not be liable for any unauthorized use of your Card.

From within the Continental U.S.:

Dial 1-888-768-2309

From outside the Continental U.S.:

Call Collect: 904-824-7000

(904) 824-7000

- On non-disputed or any other matter shown by CITIBANK to be in error, CITIBANK may charge the Agency or CitiBank up to the amount specified in the CitiBank/Credit Card Agreement for each type of error for which CITIBANK is liable. This includes, but is not limited to, any charge or fee for any form of payment you may provide other than the method of payment you had specified in the CitiBank/Credit Card Agreement. This includes, but is not limited to, any charge or fee for any form of payment you may provide other than the method of payment you had specified in the CitiBank/Credit Card Agreement.

- If you do not receive a response to your request for a change of address, please call CitiBank, N.A.

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United States House Of Representatives
VOUCHER COVER SHEET

Org Code: A2063CO
Office Name: THE HONORABLE DAVID SCHWARTZ

FEB 05 2015

Vendor/Payee Information:
Vendor or Emp ID Number: 36035S
Vendor Name: OLIVER SCHWAB
Address Line 1: SCHWAB
Address Line 2: 
City: 
State: 
Zip: 

Payment Information:
Payment Invoice Date: 02/04/2015
Payment Grand Total: $4312.00

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taxes | 54.89 | 01/27/2015 | 01/26/2016 |
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| 21           | 2164         | COMMERCIAL TRANSPORTATION | 78.00 | 01/28/2015 | |
| 21           | 2165         | MEALS                    | 73.04  | 01/29/2015 | 01/30/2015 |
| 21           | 2395         | LODGING                  | 4927.07 | 01/26/2015 | 02/02/2015 |

Comments: MUSIC SUBSCRIPTION FOR PHONES IN OFFICE

I certify (1) that the above articles have been received in good condition and are of the quality and in the quantity above specified, or the services were performed as stated; (2) that they were in accordance with the work authorized, and that the charge is just and reasonable, and in accordance with agreement; (3) that they are for use in my office or for the benefit of the office, and that they were charged against an account or appropriation of which I have charge, and that copies will be the only documents for payment.

02/05/2015

[Signature]

GAO_0011

17.4790_0144
O'Connor, Mary

From: Schwab, Oliver
Sent: Wednesday, February 04, 2015 4:30 PM
To: O'Connor, Mary
Subject: FW: Scanned image from MX-4101N
Attachments: AZ01DCOOPER@milhouse.gov.20150204.163732.pdf

Hi Mary,

Pandora subscription for reimbursement $54.89 attached.

Oliver

---
Oliver Schwab
Chief of Staff
Congressman David Schweikert (AZ-06)

-----Original Message-----
From: AZ01DCOOPER@milhouse.gov (mailto:AZ01DCOOPER@milhouse.gov)
Sent: Wednesday, February 04, 2015 4:38 PM
To: Schwab, Oliver
Subject: Scanned image from MX-4101N

Reply to: AZ01DCOOPER@milhouse.gov (mailto:AZ01DCOOPER@milhouse.gov) Device Name: Not Set Device Model: MX-4101N
Location: Not Set

File Format: PDF MMRI(G4)
Resolution: 300dpi x 200dpi

Attached file is scanned image in PDF format.
Use Acrobat(R) Reader(R) or Adobe(R) Reader(R) of Adobe Systems Incorporated to view the document.
Adobe(R), Acrobat(R), the Adobe PDF logo, and Reader(R) are registered trademarks or trademarks of Adobe Systems Incorporated in the United States and other countries.

http://www.adobe.com/
320
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United States House of Representatives
TRAVEL REIMBURSEMENT FORM

Staff Name: RICHARD OLIVER SCHWAB

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<tr>
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<td>MEALS</td>
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<tr>
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<td>$10.00</td>
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<td>$186.67</td>
</tr>
<tr>
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<td>$403.07</td>
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<tr>
<td>05/24/2015 2135</td>
<td>TAX/PARKING/TOLLS</td>
<td>0.000</td>
<td>$18.00</td>
</tr>
</tbody>
</table>

Total Mileage: 0.0

Total Reimbursement: $4,442.76

I, the undersigned, state that the above expenses were approved and incurred personally as a result of the performance of my duties for the Member, Committee or Leadership Office, or for the House Office that employs me.

[Signature]

[Date]
Here's your receipt

Thanks for saving time and checking in online.
Please print this receipt or find it in your email for your records.

Next step: the airport. See terminal information and find your way.

**Confirmation code:** ESTX7J

<table>
<thead>
<tr>
<th>Choice Seats</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>David S Schreiber</td>
<td>$78.00</td>
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</tbody>
</table>

**Choice Seats total:** $78.00 USD

You paid $78.00 USD

---

**Your flight**

- **Depart:** Washington, DC (DCA) → Phoenix, AZ (PHX)
- **Date:** Wednesday, January 20, 2010

<table>
<thead>
<tr>
<th>Flight #</th>
<th>Depart</th>
<th>Arrive</th>
<th>Travel time</th>
<th>Meal</th>
<th>Aircraft</th>
<th>Cabins</th>
<th>Seats</th>
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<tbody>
<tr>
<td>209</td>
<td>11:55 AM</td>
<td>DCA</td>
<td>1:29 PM</td>
<td>CLT</td>
<td>1h 34m</td>
<td>Coach (B)</td>
<td>5F</td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Stop: Change planes (CLT)</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>605</td>
<td>2:28 PM</td>
<td>CLT</td>
<td>5:06 PM</td>
<td>PHX</td>
<td>4h 40m</td>
<td>Business</td>
<td>13F</td>
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<td></td>
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<td></td>
</tr>
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Flight # 209: There is a **flight advisory** in effect for Washington, DC (DCA)

---

**Terms & conditions**
American Palate
2823 E. Shea Blvd.
Scottsdale, AZ 85250
Suite C11
480-925-9900

Customer Copy

Card Number: ********

Reference Number: 004880
Check: 305479
Date: 07/29/15

Amount: $25.33
Tip: 6.36%
Total: 31.76

We appreciate your business!!!
Order Number: 39587

1 Nuggot 12oz 4.75
2 ETA Band 6.36
3 Fridge LR 1.95

Sub. Total: $13.06
Tax: $1.04
Total: $14.12

Change: $0.00
Visa: $14.12

Casher Mary
It was a pleasure serving you.
Have a wonderful day.

Visa
Card No.: XXXXXX0324
Terminal: RA041058209
Approval: 022640
Sequence: 000346
<table>
<thead>
<tr>
<th>Item Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
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<td>3.35</td>
</tr>
<tr>
<td>Montaf</td>
<td></td>
</tr>
<tr>
<td>Ethan Water 700mL</td>
<td>1.95</td>
</tr>
<tr>
<td>Ethan Water 700mL</td>
<td>1.95</td>
</tr>
<tr>
<td>6Gr Chai Tea Latte</td>
<td>3.95</td>
</tr>
<tr>
<td>Single</td>
<td>3.95</td>
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<tr>
<td>3 Pumps Tazo Chai</td>
<td>0.80</td>
</tr>
<tr>
<td>Montaf</td>
<td></td>
</tr>
<tr>
<td>Extra Hot</td>
<td></td>
</tr>
<tr>
<td>11 Blance Ramset</td>
<td>1.75</td>
</tr>
<tr>
<td>Ethan Water 700mL</td>
<td>1.95</td>
</tr>
<tr>
<td>Ethan Water 700mL</td>
<td>1.95</td>
</tr>
<tr>
<td>Visa</td>
<td>19.78</td>
</tr>
</tbody>
</table>

Subtotal: $10.25  
Tax: 8.36  
Food & Beverages: $1.51  
Total: $12.12  
Change Due: $0.00  
Check Closed: 01/26/2015 10:21 AM

---

Bring in this morning’s receipt after 3pm today and get a bakery treat for $!.  
While supplies last.  
Excludes breakfast sandwiches.  
Select stores.  
No other discounts apply.  
Cash value 80.00.  
Barista ring code 2412
328

DINER ON #1006
10850 E. Campo Rd. #1006
San Antonio, TX 78216-1405

Date: 3/13/2015

Order: 1

1.75
3.25
1.00
7.00

Total $6.70
Tax 6.9% $0.40

Subtotal $6.70
Tax $0.40
Total $7.10

Change Due $0.00

Check Closed 03/13/2015 09:27 AM

Bring in this morning's receipt after 9am today and get a bakery treat for 1.
While supplies last.
Excludes breakfast sandwiches.
Select stones.
No other discounts apply.
Cash value $0.00. No coupon.
Ebt/Ltc ring code 2412
<table>
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<th>Amount</th>
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</thead>
<tbody>
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<tr>
<td>Tax</td>
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<tr>
<td>Total</td>
<td>185.67</td>
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</tbody>
</table>

**Flip:**

**Date:**

- **2/1**
- **FEB 01 15 10:56AM**

**Room:**

**Name:**

**Signature:**

**Earn or Redeem Points for Dining Gold Passport:**

- **Last Name:**
- **Offer code(s):**
- **Redemption Eligible:** 185.67 USD

For your convenience we have provided the following gravity calculations:

- 13% is $27.85
- 18% is $33.42
- 20% is $37.13
Yale Parking
724 5th Street NW, Washington, DC 20001
$39.00 Paid in CASH
2/3/2015
Paid by Richard Oliver Schwab

384.19
1930.75
# Account Activity

## CHASE

### Account Info
- Current balance: $115,556.02
- Balance last statement: $0.00
- Pending charges: $154.69
- Minimum payment due: $0.00
- Payment due date: 02/15/2013

### Temporary Authorizations

<table>
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<tr>
<th>Trans Date</th>
<th>Type</th>
<th>Description</th>
<th>Amount</th>
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<td>FLORES.FLORES.COM INC</td>
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<td>PENDING</td>
<td>SAPLE THAI RESTAURANT</td>
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<td>SPILLUS PARKING</td>
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<td>PENDING</td>
<td>PMI MODEL HOME EXPRESS</td>
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<td>BESTFOX R.E.S. FOX</td>
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### Posted Activity

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<td>Sale</td>
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<td>Description</td>
<td>Amount</td>
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<tr>
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</table>
United States House Of Representatives  
VOUCHER COVER SHEET  

VerDate Sep 11 2014 00:31 Aug 04, 2020 Jkt 040948 PO 00000 Frm 00342 Fmt 6659 Sfmt 6602 E:\HR\OC\HR465P1.XXX HR465P1

[298x661]

[594x18]

[22x18]

Insert offset folio 340 here HR465.326

SSpencer on DSKJLSW7X2PROD with REPORTS

---

**Vendor/Payer Information**

- **Vendor or Emp ID Number:** 160155
- **Vendor Name:** OLIVER SCHWAB
- **Address Line 1:**
- **Address Line 2:**
- **City:**
- **State:**
- **Zip:**

**Payment Information**

- **Vendor Invoice Number:**
- **Vendor Invoice Date:** 02/10/2015
- **Payment Grand Total:** $1213.98

---

**Product or Service Information**

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<th>BOC Sub Code</th>
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<th>Amount</th>
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<th>End Service Date</th>
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<td>2110</td>
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<td>2130</td>
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<td>37.90</td>
<td>02/02/2015</td>
<td>02/06/2015</td>
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<tr>
<td>21</td>
<td>2125</td>
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<td>21</td>
<td>2120</td>
<td>CAR RENTAL</td>
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<td>02/05/2015</td>
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<td>MEALS</td>
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<td>02/05/2015</td>
</tr>
</tbody>
</table>

**Comments:** 263.4 MILES X .56

---

I certify (1) that the above articles have been received in good condition and are of the quality and in the quantity above specified, or the services were performed as stated, (2) that they are in accordance with the order therefor, (3) that the prices charged are not unreasonable, and in accordance with agreements, (4) that they are for use in connection with the discharge of official duties, and (5) that these are true copies and will be the only substantiation for payment.

**Date:** 02/10/2015

**Authorized Signature:**

---

GAO_0027

17-4780_0160
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<th>To</th>
<th>Miles</th>
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<tr>
<td>02/04/2015</td>
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<td>31.4</td>
<td>0.560</td>
<td>$17.98</td>
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<td>1.8</td>
<td>0.560</td>
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<tr>
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<td>CAPITOL HILL</td>
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<td>0.560</td>
<td>$17.98</td>
</tr>
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<td>BWI</td>
<td>CAPITOL HILL</td>
<td>31.4</td>
<td>0.560</td>
<td>$17.98</td>
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</table>

**Total Mileage**: 103.4
**Total Reimbursement**: $57.98
United States House of Representatives  
TRAVEL REIMBURSEMENT FORM  

Org Code: [Z065CD]  
REP. DAVID SCHWEIKERT  
Office Name:  

Staff Employee Number: 1601088  

Payment:  
Grand Total: $111.15  

Staff Name: RICHARD OLIVER SCHWAB  

<table>
<thead>
<tr>
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<th>Expense Description</th>
<th>Mileage</th>
<th>Amount</th>
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</thead>
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<td>GASOLINE</td>
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<td>2220</td>
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<td>0.00</td>
<td>$46.99</td>
</tr>
</tbody>
</table>

Total Mileage: 0.0  
Total Reimbursement: $111.15  

1. The undersigned state that the above expenses were approved and incurred personally as a result of the performance of my duties for the Members' Committe or Leadership Office, or for the House Office that employs me.  

SIGNED BY STAFFER: [Signature]  
APPROVED BY: [Signature]  

CAO, 0029  
17-0790_0162
Hudson
WASHINGTON NATIONAL AIRPORT
TERMINALS B AND C
WASHINGTON, DC 20001
STORE: 41304  REI: 002 CASHIER: ESAYNE
CUSTOMER RECEIPT COPY

WATER SHIRT WATER 20 O
76616200453 1 0 2.99

WATER SHIRT WATER 20 O
78616200443 1 0 2.99

SUBTOTAL
9.98

TAX (6.5000%) 0.39

TOTAL
6.37

AMOUNT TENDERED

VISA

ACCT. ************

EXP. *****

APPROVAL  091180

TOTAL PAYMENT
6.37

Transaction: 159124  2/6/20 5:33 PM
Comments line here? (800) 326-7711
or Comment@dhusonairport.com
Thank you for shopping with us.

Richard

Schwab
Kourakou Palace
692 E. Shea Blvd.
Scottsdale, AZ 85250
480-369-6606

Table: 12
Server: Server 8
Customer: Customer 2

Date: 02/03/15 Time: 12:13PM

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<tr>
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</table>

Subtotal: $19.00
Tax: $1.19
Subtotal: $20.19
Tip: $1.57
Total: $21.57

*Email kourakoupalace@yahoo.com
Thank you very much.
Come back soon!!!

[Signature]

Phebe

Schnell
STARBUCKS Store #1434
3175 E. Thomas Road
Phoenix, AZ (602) 954-1526

08/31/2015 11:06 AM
1940123 Drawer 2 Reg 3

Drive Thru

Latte 3.95
Vista 4.28

Subtotal 83.95
Tax 8.33 80.33
Total 84.28

Change Due $0.00

Check Closed
02/05/2015 11:06 AM

New members get a FREE DRINK
Join our loyalty program
Sign up for email rewards
Visit Starbucks.com/rewards
or download our app at participating stores
some restrictions apply
My Starbucks Rewards (R)
# Account Activity

## Payment Info
- **Current balance:** $2,769.86
- **Balance last statement:** (01/14/2015) $3,705.00
- **Pending charges:** $169.33
- **Minimum payment due:** $20.00
- **Available credit:** $2,092.73
- **Payment due date:** 02/11/2015
- **Sweepout Amount:** $0.00

## Temporary Authorizations

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# Travel Reimbursement Form

**United States House of Representatives**

**TRAVEL REIMBURSEMENT FORM**

**Org Code**: PA003CD  
**Office Name**:  
**Staff Employee Number**: 160155  
**Staff Name**: RICHARD OLIVER SCHAWB

## Date | BOG | Expense Description | Mileage | Amount
---|---|---|---|---
01/06/2015 | 2125 | GASOLINE | 0.00 | $9.42
02/01/2015 | 2125 | GASOLINE | 0.00 | $15.45
03/01/2015 | 2110 | MEALS | 0.00 | $48.35
03/22/2015 | 2125 | GASOLINE | 0.00 | $22.16
04/22/2015 | 2230 | CAR RENTAL | 0.00 | $634.21
05/02/2015 | 2135 | TAXI/PARKING/TOLLS | 0.00 | $132.00
05/03/2015 | 2110 | MEALS | 0.00 | $55.78

**Total Mileage**: 0.0  
**Total Reimbursement**: $698.37

I, the undersigned, state that the above expenses were approved and incurred personally as a result of the performance of my duties for the Member, Committee or Leadership Office, or for the House Office that employs me.

**Handwritten Signature**:

---

**CAO_00039**  
17-4782_0172
347

Circle K #8841
901 E. Ven Buren
Phoenix AZ 85003
(602)253-3183

Date: 7/20/2016
Time: 0:00:04
Dept: 002940
Register: 000
Store No: 2108841

Pump # 4 (UL-90S)
5.419 Gallons @ $1.780/Gallon

Fuel Total: 9.42
Tax Total: 0.00
Discount Total: 0.00
Total: 9.42
Change: 0.00

Visa
Card Num.: (5)
000000000000

3/16/2016 10:10:36

I agree to pay the above total amount according to Card Issuer Agreement.

Circle K Rewards Hotline
Call 1-800-123-4567 or 602-789-5605
Polar Pop $0.79 every day! Any size!
<table>
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<td>Pump #6 Unleaded</td>
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<tr>
<td>Price/Gal</td>
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</table>

*Signature:*

[Signature]

*Date:* 02/02/2015

*Card:* Mastercard

*Invoice #:* 365991

*Auth #:* 001562

*Address:*

Shell
57442550206
4001 N Pima Rd.
Scottsdale, AZ 85251
02/02/2015 235449501
11:27:01 AM

Xerox Xerox Xerox
MasterCard
SOP America
Noca Express
PHX Sky Harbor Airport
Terminal 4

3341 Mahalla

CHK 1648 04/02/15 04:26PM 601 0
*** TO GO ***
5 Sun Pall Building 17.04
VISA 19.43
WA Sev 17.54
Tax 1.46
Payment 19.43

Win an iPad Mini!
Go to the website to tell us about your visit and enter our prize draw
See website for T&C
www.natonthego.com/US

LOCATION: 6302367

Or please call us T 877 325 8771

SOP America
Noca Express
PHX Sky Harbor Airport
Terminal 4

Date: Feb02'15 04:26PM
Card Type: Visa
Acct #: XXXXXXXXXX
Card Entry: SWIPE
Trans Type: PURCHASE
Trans Key: F173293518619087
Auth Code: 095880
Check: 1
Server: 3341 Mahalla

Total 19.43

I agree to pay total according to my card issuer agreement.
*** Customer Copy ***
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**Subtotal:** $3.95

**Tax:** $0.33

**Amount Paid:** $4.28

**Payment Method:** Visa

- 301893 Closed 08/02 04:15PM---

**Thank you for your business!**

**Tell us about your experience**

John Richmond

502-275-1771

john.richmond@hmhost.com
<table>
<thead>
<tr>
<th>Item</th>
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<td>PIZ CYO</td>
<td>$7.25</td>
</tr>
<tr>
<td>Onion Carmel</td>
<td>$1.00</td>
</tr>
<tr>
<td>ADD CHED, BSG</td>
<td>$1.00</td>
</tr>
<tr>
<td>ADD ARTISIANE</td>
<td>$1.00</td>
</tr>
<tr>
<td>ADD MOZZARELLA</td>
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</tr>
<tr>
<td>1 WTR PELLO M</td>
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**Subtotal:** $22.75

**Tax:** $1.89

**Amount Paid:** $24.64

**Receipt:**
- 318096  Cashed FEB 02 02:52PM
- ThanK you For your Business!

Tell us About your experience

John Richmond
602-325-1722
John.Richmond@Hamcoast.com
352

CIRCLE K MARX
4343 E. CAMELBACK RD
PHOENIX, AZ 85018
(602) 942-2639

SHELL
4343 E. CAMELBACK RD
PHOENIX, AZ 85018
Merch #: 87441826382
App: 015680
Invoice #: 649648
PUMPS 94 CREDIT
52.829 G
VOLUME: 10.968 GAL

GAS TOTAL $22.15
TOTAL VISA $22.15

SEWED/RICHARD

2/8/2015 11:48:47
D.W. AIRPORT HOSPITAL
MAIN ELEMENTARY SCHOOL
MARY AND PAUL KITZ

R0016 89329
02/26/15 01:43 AM
02/26/15 14:54 PM

Rate: $100.00
Total: $100.00

THANK YOU.
HAVE A SAFE TRIP.

[Signature]

[Receipt]

[Handwritten note: $50 plus parking]
Kitchen 1  Table 21
Check 3  Guests 0
CARRYOUT  41:31 AM

PAD THAI
CHICKEN
HUSSAMAN CURRY
CHICKEN
CASHEW NUT
BEEF
PAD SEE-EG
CHICKEN

PAINO THAI RESTAURANT
406 1st Street
WASHINGTON, DC 20003

DATE: 11:31  08/04/20

TOTAL: $56.26

TIP: $6.00

SUBTOTAL: $50.26

SOLD BY: RFV

RECEIPT ISSUED
## Account Activity

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<th>Amount</th>
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**Total:** $47.25
Account Activity

CHASE

Account info

Current balance
$10,460.58

Balanced last statement (01/14/2015)
10,305.98

Pending charges
$47.90

Minimum payment due: 60.00

Available credit
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Payment due date: 02/10/2015

Temporary Authorizations

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2/5/2015 1:35 PM

CAO_0004

17-4790_0187
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**Balance:** $10.03
O'Connor, Mary

From: Schwalb, Oliver
To: O'Connor, Mary
Subject: FW: Scanned image from DOSHARPMX
Attachments: A205DOPrinter@mail.house.gov, 20150205, 143403.pdf

Mary,

Attached, please see the itemization for the $4,027.97 in a clear bill from the Hilton website. Additionally, if you could add the additional $146.56 in hotel/meal charges, that is on page 3.

Appreciate your catching this Mary. You're awesome!

Also—I’m pre-book this same hotel for the Phoenix Open week next year so that we get a normal rate and not the rate once they’re in room-block central.

Please confirm receipt.

Oliver

Oliver Schwalb
Chief of Staff
Congressman David Schweikert

-----Original Message-----
From: A205DOPrinter@mail.house.gov (mailto:A205DOPrinter@mail.house.gov)
Sent: Thursday, February 05, 2015 12:34 PM
To: Schwalb, Oliver
Subject: Scanned image from DOSHARPMX

Reply to: A205DOPrinter@mail.house.gov <A205DOPrinter@mail.house.gov> Device Name: Not Set Device Model: MX-C4055C
Location: Not Set

File Format: PDF (MMR (G4)
Resolution: 200dpi x 200dpi

Attached file is scanned image in PDF format.
Use Acrobat(R)Reader(R) or Adobe(R)Reader(R) of Adobe Systems Incorporated to view the document.
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http://www.adobe.com/
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- BALANCE: $148.66

366
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There are no transactions listed for this page.
EXHIBIT 7
EXHIBIT 8
This message has been archived. View the original item.

Um, snakes anywhere give me the willies.

On Mon, Jan 26, 2015 at 11:18 AM, O'Connor, Mary wrote:

This will help me immensely. Thank you.

From: Schweb, Oliver
Sent: Monday, January 26, 2015 11:17 AM
To: O'Connor, Mary
Cc: Brunson, Bob
Subject: Re: Travel budget for the balance of the month:

Perfect. I'm only in Arizona:
Feb only 1 day
March 3 days
April 8 days
May 4 days
June 3 days
July 4 days
August ??
Sept 16 days EST
Oct 10 days EST
November 22 days EST
December 6 days EST

I think we're good on budget now that you mention it.
On Mon, Jan 25, 2015 at 10:53 AM, O'Connor, Mary, wrote:
I only added $300 total for the mileage (which is more than I need to). Given that you spent only $6,000 on mileage last year, adding an extra $1,500 when there is a 1.5% increase is excessive. As for the $10,000, while this is a lot more than the $5,000 you previously mentioned, you noted that you normally do more travel in May. How about adding $500 and then adjusting as we hit mid-year? That change would put us right about $300 buffer. Now, I expect that that the salary number will go down (given our conversation last week), but I'm not touching that yet. I'd rather be budget-conscious and be happy than risk being budget poor.

From: Schweb, Oliver
Sent: Saturday, January 24, 2015 5:40 PM
To: O'Connor, Mary; Beul; Reunison, Beau
Subject: Travel budget for the balance of the month

Mary and Beau,

Just so you guys don't have a heart attack, I wanted to give a heads-up that my trip out next week will end up being about $4,000 for the hotel and about $1,000 for the rental car. Being Phoenix Open and Superbowl weekend in Phoenix, I apologize about this—but it's a priority for David that I'm an attendee of the House Majority Leader, other visiting members, and I've got some personal issues we need to get out of the way.

As a side note, Beau—also just jotted up David and the McCarthy to go to Express Scripts on Friday at 1:30!

February and March, I do not anticipate as much travel to district as I've had this month (4 times). It's just the nature of our Januarys and the constituent coffees we host on the weekends that it's always been like this. A very heavy budget for the first month of the year.

That said, I wanted to make sure we had properly budgeted for this in our numbers. It may make sense to add another $10,000 onto travel. Mary—just so we don't have any surprises. Also, based on your feedback earlier this week, I would also like to increase the mileage reimbursement budget maybe by another $250 each month. I don't want us to be caught off guard.

Thanks all and hope this is clear enough.

Oliver

Oliver Schweb

Oliver Schweb

MD_00112

17-4792_003
VIA ELECTRONIC MAIL
Paul Solis, Deputy Chief Counsel
Office of Congressional Ethics
U.S. House of Representatives
425 3rd St. SW, Suite 1110
Washington, DC 20515

Re: Representative David Schweikert/Continued Cooperation
(Review No. 17-4790)

Dear Mr. Solis:

Please accept this correspondence on behalf of Mr. Schweikert as his formal response to the Office of Congressional Ethics’ Request for Information ("RFI") with respect to the above-reference review. We respectfully request this letter be submitted to the Board.

First and foremost, although as Mr. Brown of your office clarified that Mr. Schweikert was not the subject of this review, Mr. Schweikert takes this matter very seriously. And he continues to endeavor to be cooperative.

The RFI asks for an enormous amount of information covering both the official House office and campaign operations. In short, given the delayed notice of review and the year-end calendar, the actual amount of time to respond to the RFI was significantly reduced. We appreciate the time constraints inherent in H. Res. 895 of the 110th Congress. Frankly, however, the RFI does not provide a sufficient amount of time to retrieve, evaluate, and produce it all.

It bears repeating the Board commenced this matter on November 16, 2017. Mr. Schweikert received the notice of review on November 27, 2017 (the date of the letter). Consequently, eleven (11) days of the thirty (30) day preliminary review period already elapsed before notification to Mr. Schweikert. That left nineteen (19) days to evaluate the nature of the review and the RFI.

As mentioned in our email of December 22nd, the period from November 27, 2017 through the end of the First Session of this Congress was one of the most intense legislative periods in recent history due to comprehensive tax reform and the funding bill (among other “must do” year end legislation). Mr. Schweikert is a member of the Committee on Ways & Means, which as you know, is the tax writing committee. That placed an even greater workload on him and his staff during this time. In addition, the second-phase review period coincided with the year-end holiday season which further complicated the response process.

We informed you that the campaign committee recently changed compliance firms to assist with the response to the RFI. That was due in large part to issues brought to the campaign’s attention in
the RFI. The new compliance firm simultaneously instituted a review of all compliance standards to ensure best practices are followed and any errors and irregularities are corrected as part of this process.

It has become clear during the review process that a number of remedial measures need to be instituted. Mr. Schweikert, this firm and the new compliance firm has strove to move as quickly as possible.

However, reviewing records to determine how the prior compliance firm processed, paid, recorded and reported disbursements by the campaign requested in the RFI has taken more time than originally anticipated. Consequently, the process of identifying the extent of the unwinding and remediating continues, and it will likely continue beyond January 29, 2018. As understood from your letter dated December 15, 2017, the second-phase review will terminate on January 29th, unless extended by the Board.

As part of Mr. Schweikert’s continuing cooperation in this matter, Ethics Committee staff has been contacted, and a self-initiated review of this matter by that Committee has occurred. Mr. Schweikert’s House office staff and campaign staff will continue to work and cooperate diligently with the Ethics Committee as that process unfolds. That will include, but not be limited to, not only resolving the issues raised by the RFI but also ensuring the remedial measures are satisfactory to the Ethics Committee. Additionally, the Ethics Committee staff will be asked to review and evaluate all House office and campaign practices to make sure they fully compliant with House Rules.

I can tell you that as a good faith effort in that regard, and out of an abundance of caution, Oliver Schwab will repay out of his personal funds the cost of the Arizona Trip originally paid with MRA funds. Also, if it is determined any further steps are warranted, such measures shall be taken in compliance with applicable laws.

We appreciate your understanding. Upon review, if you have any questions, please do not hesitate to contact me.

Very truly yours,

Jason Torchinsky
Counsel to Mr. Schweikert

Cc: Hon. David Schweikert
    Tom Rust, Staff Director & General Counsel
    U.S. House Committee on Ethics
EXHIBIT 10
EXHIBIT 11
United States House Of Representatives

VOUCHER COVER SHEET

Payment for: Employee

Vendor/Payee Information

Vendor or Emp ID Number: 168155
Vendor Name: OLIVER SCHWAB
Address Line 1: 
Address Line 2: 
City: 
State: 
Zip: 

Payment Information

Vendor Invoice Number: 
Vendor Invoice Date: 12/20/2016
Payment Grand Total $ 7,400.00

Product or Service Information

<table>
<thead>
<tr>
<th>BOC Category</th>
<th>BOC Sub-Code</th>
<th>Expense Description</th>
<th>Amount</th>
<th>Begin Service Date</th>
<th>End Service Date</th>
</tr>
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<tbody>
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<td>2527</td>
<td>TRAINING</td>
<td>$7,400.00</td>
<td>10/23/2016</td>
<td>10/28/2016</td>
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</tbody>
</table>

Comments: REIMBURSEMENT FOR LEADERSHIP COURSE TO BENEFIT OFFICE AS A WHOLE, NOT PERSONAL BENEFIT.

I certify (1) that the above articles have been received in good condition and are of the quality and in the quantity above specified, or the service above performed as agreed; (2) that the prices charged are just, reasonable and not excessive; (3) that the accounts are correct; (4) that they are for use in the discharge of the duties of my office as a public officer; (5) that no claim or demand has been made for payment; (6) that this voucher was properly accepted and is in accordance with the Voucher Documentation Standards.

Voucher Preparer Signature: Mary O'Connor
Date: 12/28/2016
Certifies (6) above only.

Modifies Chairman/Other Approver Signature: 
Date: 

CAO_0002
17-4290_0211
<table>
<thead>
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<th>Date</th>
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<th>Expense Description</th>
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<td>Harvard University Leadership Course to improve office management</td>
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<td>$740.00</td>
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<td>5</td>
<td></td>
</tr>
</tbody>
</table>

Total Mileage: 5
Total Amount: $740.00
US House of Representatives
Expense Reimbursement Form
Summary & Signature

Richard Oliver Schwarz
190155

$7,400.00

Employee Office

Date: 02/28/19

<table>
<thead>
<tr>
<th>Expense Category</th>
<th>Subtotal</th>
<th>Expense Category</th>
<th>Subtotal</th>
</tr>
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<tbody>
<tr>
<td>2101 (air/bus/train)</td>
<td>$0.00</td>
<td>2514 (sanitarian svc)</td>
<td>$0.00</td>
</tr>
<tr>
<td>2105 (lodging)</td>
<td>$0.00</td>
<td>2517 (training)</td>
<td>$7,400.00</td>
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<tr>
<td>2110 (meals)</td>
<td>$0.00</td>
<td>2600 (auto expenses)</td>
<td>$0.00</td>
</tr>
<tr>
<td>2120 (car rental)</td>
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<td>2602 (bottled water)</td>
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<tr>
<td>2125 (gasoline)</td>
<td>$0.00</td>
<td>2603 (food/beverage (non-travel))</td>
<td>$0.00</td>
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<tr>
<td>2130 (mileage)</td>
<td>$0.00</td>
<td>2610 (office supplies)</td>
<td>$0.00</td>
</tr>
<tr>
<td>2135 (taxi, parking, tolls)</td>
<td>$0.00</td>
<td>2620 (software &lt;$5000)</td>
<td>$0.00</td>
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<tr>
<td>2159 (misc travel)</td>
<td>$0.00</td>
<td>2630 (publications/ref material)</td>
<td>$0.00</td>
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<tr>
<td>2300 (postage/shipping)</td>
<td>$0.00</td>
<td>other</td>
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</tr>
<tr>
<td>2360 (utilities)</td>
<td>$0.00</td>
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<td></td>
</tr>
<tr>
<td>2401 (printing)</td>
<td>$0.00</td>
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</tr>
<tr>
<td>2513 (Insurance)</td>
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</tr>
<tr>
<td><strong>Total Reimbursement</strong></td>
<td>$7,400.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I, the undersigned, state that the above expenses were approved and incurred personally as a result of the performance of my official duties. For the purpose of mileage reimbursement, I understand that "privately-owned" and "privately-leased" vehicles do not include any vehicle owned or leased by the principal campaign of a Member, a political action committee, or a political party.

Signature: ___________________________   Date: 02/28/19

Certify that I have obtained a copy of the receipt and this form is accurate. Additionally, I complied with all applicable laws and regulations regarding allowable reimbursable expenses (e.g. no alcohol).

For missing receipts, additional information is required such as the itemization of what was purchased and any other required detail as prescribed in the Voucher Documentation Standards for that type of expense.
Harvard Kennedy School Executive Education Invoice

To: Richard Oliver Schwab Jr

HARVARD Kennedy School
Executive Education

INVOICE
Payment is due within 30 days of the invoice date. If admission is within 30 days prior to the start of the program, payment is due upon receipt of the invoice.

<table>
<thead>
<tr>
<th>Bill To</th>
<th>Invoice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Richard Schwab Jr</td>
<td>Invoice Number: 75481</td>
</tr>
<tr>
<td>United States Congress</td>
<td>Invoice Date: 28 May 2016</td>
</tr>
<tr>
<td>400 Massachusetts Office Building</td>
<td>Program Fee Due: $7450.00</td>
</tr>
<tr>
<td>Washington, DC 20515</td>
<td>United States of America</td>
</tr>
</tbody>
</table>

Program: Leadership in Civic 03 Apr 2016-30 Apr 2016
Program Participant: Richard Oliver Schwab Jr

Program Fee payment must be made in U.S. dollars (USD). Payment must include invoice number and can be made using one of the following payment methods:

CREDIT CARD
To pay by credit card, please log into your HKS Executive Education account and go to the Invoices tab.

CHECK
Payable to: President and Fellows of Harvard College Finance Office
Harvard Kennedy School
70 JFK Street, Box 120
Cambridge, MA 02138 USA

BANK WIRE TRANSFER
Account Name: President and Fellows of Harvard College
Bank of America, 100 Federal Street, Boston, MA 02110
Bank Account #: [Redacted]
ABA / UPSN#: [Redacted]
SWIFT Code#: [Redacted]

ACH TRANSFER
Account Name: President and Fellows of Harvard College
Bank of America, 100 Federal Street, Boston, MA 02110
Bank Account #: [Redacted]

https://mail.google.com/mail/u/0?ui=2&ik=4f7b9e819a&view=pt&qr=label:unread&q=... 10/28/2016

CAO_0657
17-4792_0616
Harvard Kennedy School Executive Education Payment Receipt for Invoice 575461

To: Richard Oliver Schwab Jr.

This message is to confirm the receipt of your program fee payment. Your payment has been applied to Invoice 575461.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Participant: Richard Oliver Schwab Jr.</td>
<td></td>
</tr>
<tr>
<td>Invoice Number: 575461</td>
<td></td>
</tr>
<tr>
<td>Program: Leadership in Cities</td>
<td></td>
</tr>
<tr>
<td>Program Dates: 23 Apr 2016 - 06 Apr 2016</td>
<td>USD 7400.00</td>
</tr>
<tr>
<td>Payment Amount: USD 7400.00</td>
<td></td>
</tr>
<tr>
<td>Payment Date: 10 Jun 2016</td>
<td></td>
</tr>
</tbody>
</table>

Payment made to:

[Address]

Thank you for your payment.

Sincerely,

[Signature]

Harvard Kennedy School
405 Cambridge Street
Cambridge, MA 02138

Tel: 617-495-9000, ext. 1
Fax: 617-495-2267

https://mail.google.com/mail/u/0/?ui=2&ik=4f759e3889&view=pt&q=unread&qt=1... 10/29/2016
Harvard Kennedy School Executive Education Invoice

Bill To
Richard Schwab Jr.
United States Congress
409 Canino House Office Building
Washington, DC 20515
United States of America

Invoice
Invoice Number 954461
Invoice Date 26 May 2016
Program Fee Due 5/400.00

Program
Leadership in crisis
03 Apr 2016 - 04 Apr 2016

Program Participant
Richard Schwab Jr.

Program Fee
7400.00

Program Fee payment must be made in U.S. dollars (USD). Payment must include invoice number and can be made using one of the following payment methods:

CREDIT CARD
To pay by credit card, please log into your HKS Executive Education account and go to the Invoices tab.

CHECK
Payable to: President and Fellows of Harvard College
Finance Office
Harvard Kennedy School
75 JFK Street, Box 120
Cambridge, MA 02138 USA

BANK WIRE TRANSFER
Account Name: President and Fellows of Harvard College
Bank of America, 100 Federal Street, Boston, MA 02110
Bank Account:
ABA / USARWS Transfer Number:
SWIFT Code:

ACH TRANSFER
Account Name: President and Fellows of Harvard College
Bank of America, 100 Federal Street, Boston, MA 02110
Bank Account:

https://mail.google.com/mail/u/0/?ui=2&ik=47b9b8f89a&view=pt&源泉=ework&qs=... 10/29/2016

CAD, 06593
17.4798_0218
ACH Transfer #: [redacted]

OTHER INFORMATION
- Email address: executive.harvard.edu
- Fax number: 1-617-495-7201
- Harvard Tax ID Number: [redacted]
- Harvard DUNS #: [redacted]
- CAGE Code: [redacted]

REFUND POLICY
To receive a refund, you must submit a request to withdraw from the program session via email to the Program Director at least two weeks before the program session start date.

https://mail.google.com/mail/u/0/?ui=2&ik=4f7b9e999a&view=pt&iq=label:read&iy=4... 10/29/2016

GAO_0000
17-4796_0219
Harvard Kennedy School

Executive Education

To: Richard Schwartz Jr.

This message is to confirm the receipt of your program fee payment. Your payment has been applied to invoice #575461 below:

<table>
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<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Participant Richard Schwartz Jr</td>
<td></td>
</tr>
<tr>
<td>Invoice Number 575461</td>
<td></td>
</tr>
<tr>
<td>Program Leadership in Crises</td>
<td></td>
</tr>
<tr>
<td>Program Dates 03 Apr 2016 - 08 Apr 2016</td>
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</tr>
<tr>
<td>Tuition Invoiced</td>
<td>US$ 7400.00</td>
</tr>
<tr>
<td>Total Amount Paid</td>
<td>US$ 7400.00</td>
</tr>
<tr>
<td>Payment Date</td>
<td>10 Jun 2016</td>
</tr>
</tbody>
</table>

Please: Richard Schwartz Jr

450 Commonwealth Ave 888

Thank you for your payment.

Sincerely,

HKS Exec Ed Finance

75 John F. Kennedy St

Cambridge, MA 02138

Tel: (617) 495-3333

Fax: (617) 495-3092

https://mail.google.com/mail/u/0/?ui=2&ik=4f7b9a8f9b&view=pt&qr=label:unread&q=m... 10/29/2016

CA0_0001

17-4796_0220
This is to certify that

R. Oliver Schwab, Jr.

has completed

Leadership Decision Making:
Optimizing Organizational Performance

October 23 – 28, 2016

[Signature]
Faculty Chair

[Signature]
Director
EXHIBIT 12
O'Connor, Mary

From: O'Connor, Mary
Sent: Saturday, October 29, 2016 6:39 PM
To: Schwab, Oliver
Subject: Re: Leadership Professional Development Course

This message has been archived. View the original item

No urgency. We'll talk when we talk.

Mary O'Connor
Financial Director for the offices of:
Rep. Joe Pitts
Rep. Tim Burchett
Rep. Gus Bilirakis
Rep. Cathy McMorris Rodgers
Rep. David Schweikert
Rep. Evan Jenkins

Academy Liaison for the offices of:
Rep. Joe Pitts
Rep. Ryan Costello

On Oct 29, 2016, at 5:22 PM, Schwab, Oliver wrote:

I'm in this weekend and Monday, in district Tuesday-Wednesday, may be in Thursday but I just got word I may need to head down to Norfolk on Thursday.

I can shot by you? Or is there is no urgency on this, only if it's an option... and in not prioritizing it over anything else in the budget this year...

--
Oliver Schwab
Chief of Staff
Congressman David Schweikert

Sent from my iPhone

On Oct 29, 2016, at 5:11 PM, O'Connor, Mary wrote:

Yes, on all counts. We can discuss this more this week. Will you be in town on Tuesday or Thursday?
Mary O'Connor
Financial Director for the offices of:
Rep. Joe Pitts
Rep. Ann Wagner
Rep. Gus Bilirakis
Rep. Cathy McMorris Rodgers
Rep. David Schweikert
Rep. Evan Jenkins

Academy Liaison for the office of:
Rep. Joe Pitts
Rep. Ryan Costello

On Oct 29, 2016, at 5:10 PM, schwab, oliver <oliver.c.schwab@house.gov> wrote:

The course was 100% better management and human resource decision making. 12 hours a day of case studies, cross scenarios, organizational theory and practice. I used our office as my operational case all week, using David's goals and our structure. I can say it was the best thing I've done in line with the time I've spent with the Congressional Management Foundation.

Could we look at where the numbers fall at the year closes. If we end up with the capacity, I would like to proceed it through provided you don't have objections.

A training like this makes sense for the future. I think it makes sense for us to be investing in the professional development of our team when we can.

That sound alright to you?

Oliver Schwab
Chief of Staff
Congressman David Schweikert

Sent from my iPhone

On Oct 29, 2016, at 5:07 PM, O'Connor, Mary <moc.renoC@rotnoC> wrote:

Oliver,

For the future, this may be allowed. Training may be paid for by the House if it primarily benefits the office, rather than the individual. However, given the amount, I think it is something that if it happens in the future, we must budget it beforehand.

Mary O'Connor
Financial Director for the offices of:
Rep. Joe Pitts
On Oct 25, 2018, at 4:26 PM, Schwab, Oliver - wrote:

Hi Mary,

I wanted to double check on something: last week I attended the attached leadership development course at Harvard Kennedy School of Government. The course was comprised of senior government managers from across government and the military. I was surprised to learn that I was the only person who had paid for the course personally. All of the other participants had the course paid for by their agency, municipality, or branch. Question, is there any sense in pursuing whether the House can/would pay for this kind of services? And, if not retroactively, for the future?

By the way, in everything I have done for professional development over the years, this was by far the most beneficial exposure I’ve had. I think Kevin would also benefit from one of these down the road...

Oliver

---

Oliver Schwab
Chief of Staff
Congressman David Schweikert (AZ-06)
EXHIBIT 13
## Disbursements to Chartwell

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<tr>
<th>DATE</th>
<th>DISBURSING ENTITY</th>
<th>AMOUNT</th>
<th>PURPOSE OF DISBURSEMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/13/2017</td>
<td>Defending America's Values Everywhere (Team Dave)</td>
<td>$1,750.00</td>
<td>PAC Political Strategy Consulting</td>
</tr>
<tr>
<td>10/5/2017</td>
<td>Friends of David Schweikert</td>
<td>$15,000.00</td>
<td>Strategic Campaign Consulting</td>
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<tr>
<td><strong>2017 Total</strong></td>
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<td><strong>$16,750.00</strong></td>
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</table>

<table>
<thead>
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<th>AMOUNT</th>
<th>PURPOSE OF DISBURSEMENT</th>
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</thead>
<tbody>
<tr>
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<td>Strategic Consulting</td>
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<td>5/26/2016</td>
<td>Friends of David Schweikert</td>
<td>$2,500.00</td>
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</tr>
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<td>5/19/2016</td>
<td>Friends of David Schweikert</td>
<td>$405.13</td>
<td>Printing/Postage/Food/Beverage</td>
</tr>
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<td>Friends of David Schweikert</td>
<td>$760.40</td>
<td>Printing/Postage/Food/Beverage</td>
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<td>$7,396.34</td>
<td>Printing/Postage/Food/Beverage</td>
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<tr>
<td>4/21/2016</td>
<td>Defending America's Values Everywhere (Team Dave)</td>
<td>$1,048.04</td>
<td>PAC Catering, flags, event ticket fees</td>
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<tr>
<td>4/14/2016</td>
<td>Defending America's Values Everywhere (Team Dave)</td>
<td>$1,949.97</td>
<td>PAC travel, event planning, political strategy consulting</td>
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<tr>
<td>3/24/2016</td>
<td>Friends of David Schweikert</td>
<td>$1,661.19</td>
<td>Strategic Consulting/Travel</td>
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<tr>
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<td>Defending America's Values Everywhere (Team Dave)</td>
<td>$868.51</td>
<td>PAC Catering</td>
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### Disbursements to Richard Oliver Schwab, Jr.

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OFFICE OF CONGRESSIONAL ETHICS  
UNITED STATES HOUSE OF REPRESENTATIVES  

REPORT  

Review No. 18-2234  

The Board of the Office of Congressional Ethics (hereafter “the Board”), by a vote of no less than four members, on August 29, 2018, adopted the following report and ordered it to be transmitted to the Committee on Ethics of the United States House of Representatives (hereafter “the Committee”).  

SUBJECT: Representative David Schweikert  

NATURE OF THE ALLEGED VIOLATION: Rep. Schweikert may have used official resources, including staff time, to benefit his campaigns and pressured congressional staff to perform political activity. If Rep. Schweikert used official resources for campaign purposes or pressured congressional staff to perform political activity, then he may have violated House rules, standards of conduct, and federal law.  

Rep. Schweikert may have authorized compensation to an employee who did not perform duties commensurate with the compensation the employee received. If Rep. Schweikert authorized compensation to an employee who did not perform duties commensurate with the compensation the employee received, then Rep. Schweikert may have violated House rules, standards of conduct, and federal law.  

Rep. Schweikert may have improperly tied official activities to past or potential campaign or political support. If Rep. Schweikert improperly linked official activities to campaign or political support, then he may have violated House rules, standards of conduct, and federal law.  

Rep. Schweikert or his campaign committee may have received loans or gifts from a congressional employee. If Rep. Schweikert solicited or accepted a loan, gift, or other contribution from a congressional employee, then Rep. Schweikert may have violated House rules, standards of conduct, and federal law.  

Rep. Schweikert may have omitted required information from his annual House financial disclosure statements and Federal Election Commission (“FEC”) candidate committee reports. If Rep. Schweikert failed to disclose required information in his annual House financial disclosure statements or FEC candidate committee filings, then he may have violated House rules, standards of conduct, and federal law.  

RECOMMENDATION: The Board recommends that the Committee further review the above allegation because there is substantial reason to believe that Rep. Schweikert used official resources for campaign purposes or pressured congressional staff to perform political activity.
CONFIDENTIAL

Subject to the Nondisclosure Provisions of H. Res. 895 of the 110th Congress as Amended

The Board recommends that the Committee further review the above allegation because there is substantial reason to believe that Rep. Schweikert authorized compensation to an employee who did not perform duties commensurate with the compensation the employee received.

The Board recommends that the Committee dismiss the above allegation because there is not substantial reason to believe that Rep. Schweikert improperly linked official activities to campaign or political support.

The Board recommends that the Committee further review the above allegation because there is substantial reason to believe that Rep. Schweikert solicited or accepted a loan, gift, or other contribution from a congressional employee.

The Board recommends that the Committee further review the above allegation because there is substantial reason to believe that Rep. Schweikert failed to disclose required information in his annual House financial disclosure statements or FEC candidate committee filings.

VOTES IN THE AFFIRMATIVE: 6

VOTES IN THE NEGATIVE: 0

ABSTentions: 0

MEMBER OF THE BOARD OR STAFF DESIGNATED TO PRESENT THIS REPORT TO THE COMMITTEE ON ETHICS: Omar S. Ashmawy, Staff Director & Chief Counsel.
FINDINGS OF FACT AND CITATIONS TO LAW

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OFFICE OF CONGRESSIONAL ETHICS
UNITED STATES HOUSE OF REPRESENTATIVES

FINDINGS OF FACT AND CITATIONS TO LAW

Review No. 18-2234

On August 29, 2018, the Board of the Office of Congressional Ethics (hereafter “the Board”) adopted the following findings of fact and accompanying citations to law, regulations, rules and standards of conduct (in italics). The Board notes that these findings do not constitute a determination of whether or not a violation actually occurred.

I. EXECUTIVE SUMMARY

In November 2017, the Office of Congressional Ethics (“OCE”) opened a preliminary review into whether Rep. Schwickert authorized expenditures from his Members’ Representational Allowance, made by or on behalf of his Chief of Staff, that were not for permissible official expenses. During the course of that review, which was ultimately referred to the Committee on Ethics, the OCE interviewed various third-party witnesses. Testimony from these third-party witnesses provided the OCE with a reasonable basis to review separate and discrete issues concerning Rep. Schwickert. Accordingly, the OCE opened this subsequent review, which focuses on the following potential violations:

- Whether Rep. Schwickert used official resources, including staff time, to benefit his campaigns or pressured congressional staff to perform political activity;
- Whether Rep. Schwickert paid a departing employee an unauthorized "severance" payment;
- Whether Rep. Schwickert tied official activities to past or future campaign or political support;
- Whether Rep. Schwickert solicited or accepted a loan from his longtime Chief of Staff and political fundraiser, and
- Whether Rep. Schwickert omitted required information from his annual House financial disclosure statements and Federal Election Commission (“FEC”) candidate committee reports.

Rep. Schwickert, Rep. Schwickert’s current congressional staff, Rep. Schwickert’s campaign committees, and numerous other individuals affiliated with Rep. Schwickert, his congressional office, his campaigns, and his real estate business refused to cooperate with this review. Richard Oliver Schwab Jr. (“Oliver Schwab” or “Mr. Schwab”), Rep. Schwickert’s longtime Chief of Staff and political fundraiser, resigned during the course of this review and refused to cooperate.

1 As discussed infra in Section IV.A, the United States House of Representatives does not provide employees with severance packages in the traditional, private-sector sense. Accordingly, references to “severance” in this report are made in quotation marks.
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with the OCE. In spite of the noncooperation by these key individuals and entities, the OCE
reviewed a significant number of records produced by third-party witnesses and conducted
numerous third-party witness interviews.

During the course of its review, the OCE found evidence that Rep. Schweikert permitted the
misuse of congressional resources. The OCE determined that Oliver Schwab was frequently
absent from the congressional office in order to perform campaign work, and would also perform
political activities while inside the congressional office. Additionally, the OCE found evidence
that certain congressional staff members were pressured to perform political work.

There is also evidence of an impermissible “severance” payment. The OCE determined that
Rep. Schweikert authorized the payment of compensation to an employee for approximately six
weeks after the employee left his congressional office. Under this “severance” arrangement, he
was paid his full congressional salary despite performing minimal work for the congressional
office.

The OCE also found evidence that Rep. Schweikert, or his campaign, may have accepted a loan,
gift, or other contribution from Oliver Schwab, during a time period in which Mr. Schwab was a
congressional employee.

Additionally, the OCE found a pattern of errors and omissions on Rep. Schweikert’s financial
disclosures that he filed with the United States House of Representatives and with campaign
committee reports that were filed with the FEC. The OCE determined that Rep. Schweikert may
have improperly omitted information from his financial disclosure statements concerning various
real-estate investment activities, the existence of certain interest-bearing bank accounts, and
reportable credit card debt. The OCE also found discrepancies between business income that
Rep. Schweikert reported to the Internal Revenue Service (“IRS”) and what he reported on his
annual disclosures. With respect to FEC reporting, the OCE found 1) that a Rep. Schweikert-
affiliated campaign committee neglected to disclose a $75,000.00 line of credit that Rep.
Schweikert specifically secured in order to fund his congressional campaign, 2) irregularities
with two personal loans that Rep. Schweikert allegedly made in support of his reelection efforts;
and 3) various other unreported campaign committee receipts, disbursements, and transfers.

Finally, despite the fact that a former staff member told the OCE that campaign donors were
provided favorable treatment, the OCE found other evidence which suggests that Rep.
Schweikert may not have dispensed special favors to campaign donors.

II. INTRODUCTION

A. Summary of Allegations

1. Rep. Schweikert may have used official resources, including staff time, to benefit his
campaigns and pressured congressional staff to perform political activity. If Rep. Schweikert
used official resources for campaign purposes or pressured congressional staff to perform
political activity, then he may have violated House rules, standards of conduct, and federal
law.
2. The Board recommends that the Committee further review the above allegation because there is substantial reason to believe that Rep. Schweikert used official resources for campaign purposes or pressured congressional staff to perform political activity.

3. Rep. Schweikert may have authorized compensation to an employee who did not perform duties commensurate with the compensation the employee received. If Rep. Schweikert authorized compensation to an employee who did not perform duties commensurate with the compensation the employee received, then Rep. Schweikert may have violated House rules, standards of conduct, and federal law.

4. The Board recommends that the Committee further review the above allegation because there is substantial reason to believe that Rep. Schweikert authorized compensation to an employee who did not perform duties commensurate with the compensation the employee received.

5. Rep. Schweikert may have improperly tied official activities to past or potential campaign or political support. If Rep. Schweikert improperly linked official activities to campaign or political support, then he may have violated House rules, standards of conduct, and federal law.

6. The Board recommends that the Committee dismiss the above allegation because there is not substantial reason to believe that Rep. Schweikert improperly linked official activities to campaign or political support.

7. Rep. Schweikert or his campaign committee may have received loans or gifts from a congressional employee. If Rep. Schweikert solicited or accepted a loan, gift, or other contribution from a congressional employee, then Rep. Schweikert may have violated House rules, standards of conduct, and federal law.

8. The Board recommends that the Committee further review the above allegation because there is substantial reason to believe that Rep. Schweikert solicited or accepted a loan, gift, or other contribution from a congressional employee.

9. Rep. Schweikert may have omitted required information from his annual House financial disclosure statements and FEC candidate committee reports. If Rep. Schweikert failed to disclose required information in his annual House financial disclosure statements or FEC candidate committee filings, then he may have violated House rules, standards of conduct, and federal law.

10. The Board recommends that the Committee further review the above allegation because there is substantial reason to believe that Rep. Schweikert failed to disclose required information in his annual House financial disclosure statements or FEC candidate committee filings.

B. Jurisdiction Statement

11. The allegations that were the subject of this review concern Rep. David Schweikert, a Member of the United States House of Representatives from the 6th District of Arizona. The Resolution the United States House of Representatives adopted creating the OCE directs that, “[n]o review shall be undertaken… by the board of any alleged violation that occurred before
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the date of adoption of this resolution." 2 The House adopted this Resolution on March 11,
2008. Because the conduct under review occurred after March 11, 2008, review by the
Board is in accordance with the Resolution.

C. Procedural History

12. The OCE received a written request for preliminary review in this matter signed by at least
two members of the Board on April 10, 2018. The preliminary review commenced on April
11, 2018. 3

13. On April 11, 2018, the OCE notified Rep. Schweikert of the initiation of the preliminary
review, provided him with a statement of the nature of the review, notified him of his right to
be represented by counsel in this matter, and notified him that invoking his right to counsel
would not be held negatively against him. 4

14. At least three members of the Board voted to initiate a second-phase review in this matter on
May 10, 2018. The second-phase review commenced on May 11, 2018. 5 The second-phase
review was scheduled to end on June 24, 2018.

15. On May 10, 2018, the OCE notified Rep. Schweikert of the initiation of the second-phase
review in this matter, and again notified him of his right to be represented by counsel in this
matter, and that invoking that right would not be held negatively against him. 6

16. The Board voted to extend the second-phase review by an additional period of fourteen days
on June 8, 2018. The additional period ended on July 8, 2018.

17. The Board voted to refer the matter to the Committee on Ethics and adopted these findings
on August 29, 2018.

18. The report and its findings in this matter were transmitted to the Committee on Ethics on
September 5, 2018.

D. Summary of Investigative Activity

19. The OCE requested documentary or testimonial information from the following sources:

(1) Rep. Schweikert;
(2) Oliver Schwab, Rep. Schweikert’s former Chief of Staff;
(3) Katherine Dimonstein, Rep. Schweikert’s current Chief of Staff;
(4) Kevin Knight, Rep. Schweikert’s current Deputy Chief of Staff;

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2 H. Res. 895 of the 110th Congress §1(c) (2008) (as amended) (hereafter “the Resolution”).
3 A preliminary review is “requested” in writing by members of the Board of the OCE. The request for a
preliminary review is received by the OCE on a date certain. According to the Resolution, the timeframe for
carrying a preliminary review in its entirety beyond the date of receipt of the Board’s request.
5 According to the Resolution, the Board must vote (as opposed to make a written authorization) on whether to
conduct a second-phase review in a matter before the expiration of the 30-day preliminary review. If the Board
votes for a second-phase, the second-phase commences the day after the preliminary review ends.
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(5) Ernestina Borquez-Smith, Rep. Schweikert’s current Director of Constituent Services and Office Manager;
(6) Katherine Duveneck, Rep. Schweikert’s current Legislative Assistant;
(7) Camille Lepire, Rep. Schweikert’s current Legislative Aide;
(8) Ashley Sylvester, Rep. Schweikert’s current Officer Manager and Press Secretary;
(9) Molly Gartland, Rep. Schweikert’s current Coalitions Director;
(10) Former Deputy Chief of Staff;
(11) Former Financial Administrator;
(12) Former Legislative Director;
(13) Former Communications Staffer;
(14) Former District Staffer;
(15) Matt Tully, former Rep. Schweikert staff member;
(16) Kelly Roberson, former Rep. Schweikert staff member;
(17) Thomas Leander, former Rep. Schweikert staff member;
(18) Michelle Stoika, former Rep. Schweikert staff member;
(19) Campaign Financial Services, an FEC compliance firm working for various Rep. Schweikert-affiliated campaign and political action committees;
(20) Valerie Giramberk, current and former treasurer to various Rep. Schweikert-affiliated campaign and political action committees and former employee of Sheridan Equities Holdings;
(21) Karen Garrett, former Schweikert for Congress Treasurer;
(22) Metro Phoenix Bank;
(23) JPMorgan Chase Bank, N.A.;
(24) Branch Banking and Trust Company;
(25) Financial Institution Employee A;
(26) Financial Institution Employee B;
(27) Firetrace USA LLC;
(28) Former Firetrace Executive;
(29) Mark Cavanaugh, former Firetrace CEO;
(30) Teddy Eynon, lobbyist for Firetrace USA LLC;
(31) Ana Schwab, wife of Oliver Schwab; and
(32) Swartz & Brough, Inc.

20. The following individuals and entities refused to cooperate with the OCE’s review:

(1) Rep. Schweikert;
(2) Oliver Schwab;
(3) Katherina Dimenstein;
(4) Kevin Knight;
(5) Ernestina Borquez-Smith;
(6) Katherine Duveneck;
(7) Camille Lepire;
(8) Ashley Sylvester;
(9) Molly Gartland;
III. REP. SCHWEIKERT MAY HAVE MISUSED CONGRESSIONAL RESOURCES AND PRESSURED STAFF TO PERFORM CAMPAIGN ACTIVITY

A. Applicable Law, Rules, and Standards of Conduct

21. Federal Law

2 U.S.C. § 5341(a) states that “If there is established for the House of Representatives a single allowance, to be known as the ‘Members’ Representational Allowance’, which shall be available to support the conduct of the official and representational duties of a Member of the House of Representatives with respect to the district from which the Member is elected.”

31 U.S.C. § 1301(a) states that “[a]ppropriations shall be applied only to the objects for which the appropriations were made except as otherwise provided by law.”

18 U.S.C. § 606, states that a Member or congressional staff who “discharges, or promotes, or degrades, or in any manner changes the official rank or compensation of any other officer or employee, or promises or threatens so to do, for giving or withholding or neglecting to make any contribution of money or other valuable thing for any political purpose, shall be fined under this title or imprisoned not more than three years, or both.”

22. House Rules

Under House Rule 23, Clause 8(a), ”A Member, Delegate, Resident Commissioner, or officer of the House may not retain an employee who does not perform duties for the offices of the employing authority commensurate with the compensation such employee receives.”


“Payments must be consistent with House Rule XXIII, clause 9(a), which requires that employees perform official duties commensurate with the compensation received. Employees may not be compensated from public funds to perform unofficial, personal, campaign-related political party, or campaign activities on behalf of the Member.” Committee on House Administration, Members’ Congressional Handbook, 113th Congress (Dec. 16,
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Pursuant to the House Ethics Manual, “[t]he misuse of the funds and other resources that the House of Representatives entrusts to Members for the conduct of official House business is a very serious matter. Depending on the circumstances, such conduct may result in not only disciplinary action by the House, but also criminal prosecution. Moreover, while any House employee who makes improper use of House resources is subject to disciplinary action by the Standards Committee, each Member should be aware that he or she may be held responsible for any improper use of resources that occurs in the Member’s office. The Standards Committee has long taken the position that each Member is responsible for assuring that the Member’s employees are aware of and adhere to the rules, and for assuring that House resources are used for proper purposes.” 10

The House Ethics Manual also states that, “[a]mong the specific activities that clearly may not be undertaken in a congressional office or using House resources (including official staff time) are the solicitation of contributions: the drafting of campaign speeches, statements, press releases or literature; the completion of FEC reports; the creation or issuance of a campaign mailing; and the holding of a meeting on campaign business.” 10

The House Ethics Manual further explains, “[i]t is permissible for House employees to do campaign work, but only outside of congressional space, without the use of any House resources, and on their own time (as opposed to ‘official’ time for which they are compensated by the House). Accordingly, any House employee who does campaign work must ensure that the work—inclusion any telephone conversations or other communications concerning campaign business—is performed strictly in compliance with these limitations.” 11

Pursuant to the Manual, “[a]t least House employees have completed their official duties, they are free to engage in campaign activities on their own time, as volunteers or for pay, as long as they do not do so in congressional offices or facilities, or otherwise use official resources. . . . It should be stressed that although House employees are free to engage in campaign activities on their own time, in no event may a Member or office compel a House employee to do campaign work. To do so would result in an impermissible official subsidy of the Member’s campaign. The prohibition against coercing staff or requiring staff members to do campaign work is quite

[2011] at 9. See also Committee on House Administration, Members’ Congressional Handbook, 115th Congress (Feb. 27, 2018) at 11 (providing same guidance).

10 House Ethics Manual at 124. The Committee, in In the Matter of Rep. E.G. “Bud” Shuster, H. Rep. 106-979, 106th Cong., 2nd Sess. 31 (2000) stated that “[t]he importance of the fact that the salary of a House employee is to be used exclusively for the performance of official House duties, and not for the performance of campaign work, cannot be overstated.” In the Matter of Rep. E.G. “Bud” Shuster, H. Rep. 106-979, 106th Cong., 2nd Sess. 31 (2000) at 53. The Committee found that congressional staff members in Rep. Shuster’s office were routinely performing campaign work in the congressional office and also being compensated with official MRA funds for time periods in which they were working for Rep. Shuster’s principal campaign committee. Id. at 51-64. The Committee went on to hold Rep. Shuster responsible for these violations, since they were employees “under his supervision and control,” even though the Committee found “no direct evidence that Rep. Shuster was aware that this activity was taking place.” Id. at 64.

11 Id. at 126.
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broad. It forbids Members and senior staff from not only threatening or attempting to intimidate employees regarding doing campaign work, but also from directing or otherwise pressuring them to do such work.”12

As the House Ethics Manual explains, “[u]nder House Rule 23, clause 8 a Member is always responsible for ensuring that each of his or her employees performs official duties that are commensurate with the compensation that the employee receives from the House. Thus when it is anticipated that an employee will be assuming significant campaign duties, it may be necessary for the employing Member to make an appropriate reduction in the employee’s House pay.”13

B. Rep. Schweikert May Have Used Congressional Resources, Including Staff Time, for Political Activities and May Have Pressured Congressional Staff to Perform Campaign Work

24. The OCE interviewed five former congressional staff members about their experiences in Rep. Schweikert’s congressional office.14 These staff members raised varying levels of concern about misuse of official resources by Rep. Schweikert and Oliver Schwab. Rep. Schweikert’s current congressional staff refused to interview with the OCE.15

25. Generally, the individuals that interviewed with the OCE raised concerns about the following: Mr. Schwab’s frequent absences from the congressional office; Mr. Schwab’s time spent inside and away from the House office complex working on political matters; and Rep. Schweikert and Mr. Schwab pressuring congressional employees to perform campaign work. Interviewees described a congressional office in which Oliver Schwab frequently was absent for long periods of time in order to handle political work for Rep. Schweikert, and when he was in the office, he would perform campaign responsibilities. Staff members also

12 Id. at 135-36. The Committee, in both a 2014 and 2018 Pink Sheet, stressed that congressional employees may not be pressured in any way to perform political work. Memorandum from the Committee on Ethics on Campaign Activity Guidance (Aug. 15, 2014); Memorandum from the Committee on Ethics on Campaign Activity Guidance (June 7, 2018). According to the 2014 Pink Sheet: “If you wish to work for your employing Member’s campaign, you certainly may do so as long as you do it voluntarily, without using official resources, not on official grounds, and on your own time. Work on your employing Member’s campaign may not be coercive, and it may not impact or inform congressional employment decisions. Your position in the congressional office may not be threatened or influenced by whether you choose to work on any campaign. If you feel pressured to do campaign work to keep or improve your congressional employment, you should immediately address the matter with a supervisor or contact the Committee. The Committee takes very seriously allegations of coerced campaign work and the House has disciplined Members for such actions.” Memorandum from the Committee on Ethics on Campaign Activity Guidance, at 10 (Aug. 15, 2014) (emphasis in original). The Pink Sheet goes on to say that “supervisors should be clear when communicating with staff about opportunities to volunteer for the employing Member’s campaign” and explain that “official work and positions will not be impacted by an employee’s decision about volunteering or working for a political campaign.” Id.

13 House Ethics Manual at 140.

14 This number excludes Former Financial Administrator, who was a shared employee who did not work out of Rep. Schweikert’s congressional office.

15 Rep. Schweikert’s campaign committee appears to have hired Holland & Knight LLP (“Holland & Knight”) to represent current and former staff members that wanted representation during the course of the OCE’s review. See Transcript of Interview with Matt Tully, June 27, 2018 (“Tully Transcript”) (Exhibit 1 at 18:22:23 to 18:23:44). Through counsel at Holland & Knight, the following individuals communicated their refusal to cooperate: Katherine Dimenstein; Ernestina Borquez-Smith; Katherine Duveneck; Camille Lepire; Ashley Sylvester; and Molly Garrett.
described pressure, or an “expectation,” to perform political work in support of Rep. Schweikert’s reelection efforts. Below, the OCE describes the extent to which each of these five interviewees recalled witnessing problematic behavior by either Rep. Schweikert or Oliver Schwab.

26. Former Legislative Director, a Legislative Assistant and then Legislative Director in Rep. Schweikert’s office between February 2011 and January 2017, told the OCE that, even though Oliver Schwab was the Chief of Staff of the congressional office, “the majority of [Mr. Schwab’s] focus was directed towards [Rep. Schweikert’s] reelection.”16 According to Former Legislative Director, Oliver Schwab was a “relatively hands off” Chief of Staff who “wasn’t engaged with the office for the most part on the day to day operations” because he was focused on political activities.17

27. Former Legislative Director told the OCE that Mr. Schwab would, while inside the House office complex or Rep. Schweikert’s congressional office, discuss campaign fundraising activities, ask congressional staff members to proofread campaign emails, and possibly make campaign-related phone calls.18 He also described how Oliver Schwab was “in and out of the office fairly frequently” and would, upon returning to the congressional office, regularly boast about securing contributions for Rep. Schweikert’s reelection efforts.19 According to Former Legislative Director, Mr. Schwab was “relatively open about” his focus on political activities, and he believed Rep. Schweikert was aware that Mr. Schwab primarily was focused on political matters.20

28. Additionally, Former Legislative Director told the OCE that he was asked, while in his capacity as a congressional staff member, to “provide policy support” to Rep. Schweikert, knowing that the support was intended to assist Rep. Schweikert’s fundraising efforts.21 He described this as a “wink and nod” scenario, where he was never explicitly told that he was preparing Rep. Schweikert for a fundraising event, but he knew it to be the case.22 Former Legislative Director said that the amount of time he worked on political activities would fluctuate, but he estimated spending twenty percent of his time on such matters during an election cycle.23

29. Former Legislative Director told the OCE that he never was employed by the campaign and did not consider himself a campaign volunteer. Instead, he described an “expectation” in the congressional office that staff members would be available to assist with political activity.24 While he was “not sure if [the expectation] stemmed from [Rep. Schweikert] . . . or [Mr.

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16 Transcript of Interview of Former Legislative Director, Jan. 31, 2018 (“Former Legislative Director Transcript”) (Exhibit 2 at 18-2234,0066).
17 Id.
18 Id. at (Exhibit 2 at 18-2234,0066-67).
19 Id. at (Exhibit 2 at 18-2234,0066).
20 Id. at (Exhibit 2 at 18-2234,0066). 07.
21 Id. at (Exhibit 2 at 18-2234,0055-56).
22 Id.
23 Id. at (Exhibit 2 at 18-2234,0056-57). Before settling on twenty percent, Former Legislative Director explained that he could spend up to fifty percent of his time handling political matters, depending on the time of year. See id.
24 Id. at (Exhibit 2 at 18-2234,0058; 61).
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Schwab[,] he said that “[Rep. Schweikert] was certainly aware of it and allowed it to exist.” 25 When asked whether he raised concerns with Rep. Schweikert or Mr. Schwab about this perceived political pressure, Former Legislative Director said he did not. 26 He then explained that he believed his employment may have been terminated, or his salary or promotion potential would have been adversely affected, if he raised such concerns. 27

30. One specific example where Former Legislative Director was asked, in his role as a congressional staff member, to perform campaign work, involved preparing a policy memo for Rep. Schweikert in advance of a debate with then-Rep. Ben Quayle, who Rep. Schweikert was competing against in the 2012 Republican primary. 28 According to Former Legislative Director, “prior to the Ben Quayle debate, or, I guess, quasi-debate . . . I was asked to prepare information on the NDAA [National Defense Authorization Act], because they were opposing votes on that” and Rep. Schweikert “was prepared . . . to use that as a wedge between the two if needed.” 29

31. Like Former Legislative Director, Former Deputy Chief of Staff acknowledged pressure to perform political work. Former Deputy Chief of Staff told the OCE that, in October 2016, Mr. Schwab – Rep. Schweikert’s then Chief of Staff and Former Deputy Chief of Staff’s then-direct superior – told him that he could either leave the office with a six-month “severance” package or continue to work in the official office while taking on significant campaign fundraising responsibilities.

32. Specifically, Mr. Schwab told Former Deputy Chief of Staff that he had two options:

- You can quit with [a six-month] severance or you can come back next year at a reduced title, reduced pay, you’ll never see your family, and you’re going to be judged on how much money we bring in to [Rep. Schweikert’s campaign], even though you’re not the fundraiser, you’re going to be the one that’s responsible for that top dollar. 30

33. Former Deputy Chief of Staff went on to characterize the statement above as a “threat,” and explained that he ultimately decided to accept the “severance” offer. 31

25 Id. at (Exhibit 2 at 18-2234_0058).
26 Id. at (Exhibit 2 at 18-2234_0061).
27 Id. When asked how he felt about doing political work under these circumstances, Former Legislative Director said he “wasn’t happy with it,” because “it was redirecting [his] time and efforts to focus on an issue that . . . [Rep. Schweikert] didn’t care about,” aside from the fact that it could result in a campaign donation. Id. at (Exhibit 2 at 18-2234_0661).
28 Id. at (Exhibit 2 at 18-2234_0062-63).
29 Id. The Board recognizes that the official and campaign offices may need to address similar or overlapping issues, and confusion may arise in that regard, but notes that the House Ethics Manual and Committee publications provide guidance on campaign activities and the appropriate use of official resources.
30 Transcript of Interview of Former Deputy Chief of Staff, Jan. 18, 2018 (“Former Deputy Chief of Staff Transcript, Part 1”) (Exhibit 3 at 18-2234_0087), see also id. at (Exhibit 3 at 18-2234_0086) (“I was then given the option of staying for a dramatically reduced salary, with my performance being judged on campaign donations or leaving with a six-month severance. I chose to leave.”)
31 Id. at (Exhibit 3 at 18-2234_0086; 88).
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34. Former Deputy Chief of Staff did not believe this threatened demotion, pay reduction, and fundraising requirement emanated from Rep. Schweikert; instead, he believed the threat resulted from fundraising pressure that Rep. Schweikert applied to Mr. Schwab. 32 Former Deputy Chief of Staff told the OCE that Rep. Schweikert “was putting increasing pressure on [Mr. Schwab] to raise money because [Rep. Schweikert] wanted to run for the Senate. [Rep. Schweikert] was basically telling [Mr. Schwab], ‘I need a million dollars if I’m going to run for the Senate. ’ I think that was weighing on [Mr. Schwab].” 33

35. Former Deputy Chief of Staff also recalled Mr. Schwab doing campaign work in Rep. Schweikert’s congressional office, including stuffing and stamping campaign mailers. 34 However, he did not recall Mr. Schwab frequently performing campaign work in the office, and he did not believe that Mr. Schwab’s primary focus in the congressional office was political activity. 35 When asked if he or any other congressional staff members would have been directed to do campaign work, Former Deputy Chief of Staff said no. 36 He also indicated that fundraising events generally would “line-up[…] with the day to day” work handled by the official staff and told the OCE that Oliver Schwab generally would attend political events during his lunch break or after hours. 37

36. Former Communications Staffer, a communications staff member in the congressional office from January 2011 through September 2013, recalled that Mr. Schwab frequently was absent from the congressional office. She told the OCE that Oliver Schwab was “barely ever in [the congressional] office” and “it was almost like he could have been chief or couldn’t have been chief and the office would have . . . functioned the same.” 38 Former Communications Staffer could not say with certainty where Mr. Schwab was during his frequent and prolonged absences from the congressional office, but she believed him to be handling political activities for Rep. Schweikert. 39

37. Former Communications Staffer did not recall seeing Mr. Schwab perform political activity in Rep. Schweikert’s congressional office; however, she indicated that she would not be surprised if it routinely occurred. 40 When asked whether Rep. Schweikert or Oliver Schwab pressured congressional staff to engage in campaign activity, she told the OCE that she did not witness either individual applying such pressure. 41

32 Id. at (Exhibit 5 at 18-2234, 008B) (“[Rep. Schweikert] had said to me on multiple occasions, ‘I’m leaning on Oliver to raise money. That’s not your responsibility.’”).
33 Id.
34 Transcript of Interview of Former Deputy Chief of Staff, Feb. 8, 2018 (“Former Deputy Chief of Staff Transcript, Part 2”) (Exhibit 4 at 18-2234, 0329-39).
35 Id. at (Exhibit 4 at 18-2234, 0120-22).
36 Id. at (Exhibit 4 at 18-2234, 0133-35).
37 Id. at (Exhibit 4 at 18-2234, 0133; 134).
38 Transcript of Interview of Former Communications Staffer, July 2, 2018 (“Former Communications Staffer Transcript”) (Exhibit 5 at 18-2234, 0168-69).
39 Id. at (Exhibit 5 at 18-2234, 0168; 176-71; 175-76).
40 Id. at (Exhibit 5 at 18-2234, 0166-67).
41 Id. at (Exhibit 5 at 18-2234, 0166).
38. Matt Tully was a former Legislative Director and Chief of Staff in Rep. Schweikert’s office between January 2011 and May 2013. Mr. Tully acknowledged that Mr. Schwab frequently was absent from the congressional office and engaged in political activity while in the House complex. Specifically, Mr. Tully told the OCE that Oliver Schwab was “gone a fair amount” from the congressional office because he was “making political phone calls outside of the office.” He also told the OCE that Mr. Schwab met with a political pollster in the congressional office to discuss campaign polling matters, and remembered a policy memo being prepared by a congressional staff member in advance of Rep. Schweikert’s debate with Ben Quayle.

39. Former District Staffer worked in Rep. Schweikert’s district office from January 2012 until October 2013, and he took a leave of absence between May and August 2012 in order to manage Rep. Schweikert’s reelection campaign. While Former District Staffer did not work in the D.C. office, he recalled several D.C.-based congressional staff members complaining about Oliver Schwab’s behavior.

40. He told the OCE that Mr. Schwab “wasn’t present a lot in the office in the last few months I was employed by Rep. Schweikert.” I’d hear from [Former Communications Staffer], I’d hear from [Former Deputy Chief of Staff] . . . that they didn’t know where Oliver was. He’d disappear for four or five hours.” Like Former Communication Staffer, he could not definitively say where Oliver Schwab was, but assumed he was at the NRCC making political phone calls.

41. While Former District Staffer did not recall seeing Mr. Schwab perform political activity in a congressional office or pressure anyone to perform campaign work, he recounted that Former Deputy Chief of Staff, Former Communications Staffer, and Matt Tully would complain that Oliver frequently was “pushing the envelope” with some political activities he was doing in or around the congressional office. He described “concerns from a lot of the D.C. staff about Oliver [Schwab] pushing the envelope and trying to push the line, and having to keep him in check on that.”

42. He also recalled that a separate office was “opened up . . . outside the district office but nearby so that we had a place where Oliver could go and do [political work]. . . . so it wasn’t

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\[\text{As discussed infra, Section IX, the OCE found portions of Mr. Tully’s testimony to lack credibility given his friendship with Mr. Schwab, his less than forthcoming responses during his interview with the OCE, and his decision not to provide the OCE with requested documents. However, the OCE notes Mr. Tully nevertheless acknowledged that Mr. Schwab frequently was absent from the congressional office and did engage in political activity when he was present in it.}

\[Tully\ Transcript\ (Exhibit \ I \ at \ 18-2234_0030).\]

\[Id.\]

\[Id.\ \text{at} \ (Exhibit \ I \ at \ 18-2234_0032-33).\]

\[Transcript\ of\ Interview\ of\ Former\ District\ Staffer,\ June\ 29,\ 2018\ ("Former\ District\ Staffer\ Transcript")\ (Exhibit \ 6 \ at \ 18-2234_0197);\ see also \Id.\ \text{at} \ (Exhibit \ 6 \ at \ 18-2234_0217-18, 221).\]

\[Id.\ \text{at} \ (Exhibit \ 6 \ at \ 18-2234_0218).\]

\[Id.\ \text{at} \ (Exhibit \ 6 \ at \ 18-2234_0215-18).\]

\[Id.\ \text{at} \ (Exhibit \ 6 \ at \ 18-2234_0216).\]
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in the district office.” 59 That office was opened out of a “desire to avoid political work, the
temptation to do political work in the District office.” 51

43. As discussed above, “a Member is always responsible for ensuring that each of his or her
employees performs official duties that are commensurate with the compensation that the
employee receives from the House” and the Committee “has long taken the position that each
Member is responsible for assuring that the Member’s employees are aware of and adhere to
the rules, and for assuring that House resources are used for proper purposes.” 52

Accordingly, Rep. Schweikert is responsible for ensuring that he, and staff members working
in his congressional office, operated in accordance with the rules of the House.

44. Additionally, the OCE notes that performing campaign work outside of the office on one’s
personal time is permissible under House rules. However, without the cooperation of Rep
Schweikert or his office, the OCE could not determine Mr. Schwab’s work schedule.
Testimony from former staff members suggests that Mr. Schwab may not have conformed
with House rules in this regard.

45. Based on the foregoing information, the Board finds that there is substantial reason to believe
that Rep. Schweikert used official resources, including staff time, for political purposes and
pressured congressional staff to perform political activity.

IV. REP. SCHWEIKERT MAY HAVE AUTHORIZED THE PAYMENT OF
COMPENSATION TO AN EMPLOYEE FOR WORK THAT WAS NOT
COMMENSURATE WITH DUTIES THE EMPLOYEE PERFORMED

A. Applicable Law, Rules, and Standards of Conduct

46. Federal Law

2 U.S.C. § 5341(a) states that “[t]here is established for the House of Representatives a single
allowance, to be known as the ‘Members’ Representational Allowance’, which shall be available
to support the conduct of the official and representational duties of a Member of the House of
Representatives with respect to the district from which the Member is elected.”

31 U.S.C. § 1301(a) states that “[a]ppropriations shall be applied only to the objects for which
the appropriations were made except as otherwise provided by law.”

Pursuant to 2 U.S.C. § 4537(a):

(a) Approval; amount; source of payments

Upon the approval of the appropriate employing authority, an employee of the House of the
Representatives may be paid a lump sum for the accrued annual leave of the employee or
for any other purpose. The lump sum-

59 Id. at (Exhibit 6 at 18-2234_0215).
60 Id.
61 See supra, Section III.A.
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(I) shall be paid in an amount not more than the lesser of-

(A) the amount of the monthly pay of the employee, as determined by the Chief Administrative Officer of the House of Representatives; or

(B) in the case of a lump sum payment for the accrued annual leave of the employee, the amount equal to the monthly pay of the employee, as determined by the Chief Administrative Officer of the House of Representatives, divided by 30, and multiplied by the number of days of the accrued annual leave of the employee . . . .”

47. House Rules

Under House Rule 23, Clause 8(a), “A Member, Delegate, Resident Commissioner, or officer of the House may not retain an employee who does not perform duties for the offices of the employing authority commensurate with the compensation such employee receives.”


The House Ethics Manual explains that “[t]he regulations of the Committee on House Administration require employing Members to provide monthly salary certifications for their staff.”

The House Ethics Manual also explains that “[t]he underlying standard for the receipt of compensation by an employee of the House is that the employee has regularly performed official duties commensurate with the compensation received. . . . Employees are paid United States Treasury funds to perform public duties. Appropriated funds are to be used solely for the purposes for which appropriated. Funds appropriated for congressional staff to perform official duties should be used only for assisting a Member in his or her legislative and representational duties, working on committee business, or performing other congressional functions.”

49. Members’ Congressional Handbook

“A Member may not retain an employee on the Member’s payroll who does not perform official duties commensurate with the compensation received for the offices of the employing authority.”

“Each month, Member Offices receive a Payroll Certification Form from the Office of Payroll and Benefits that lists the annual pay and gross pay earned for each employee . . . . The Member must certify the information and return the form to the Office of Payroll and Benefits no later than the 15th day of the month.”

33 House Ethics Manual at 277.
34 Id. at 279.
35 Committee on House Administration, Members’ Congressional Handbook, 114th Congress, at 3 (2016);
36 Committee on House Administration, Members’ Congressional Handbook, 114th Congress, at 4 (2016);
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B. Rep. Schweikert May Have Authorized an Improper “Severance” Payment to Former Deputy Chief of Staff

50. The OCE found that Rep. Schweikert authorized the payment of compensation to Former Deputy Chief of Staff for approximately six weeks after he left Rep. Schweikert’s congressional office. He was paid his full congressional salary during this time period despite performing limited work for Rep. Schweikert’s congressional office.

51. Former Deputy Chief of Staff began working for Rep. Schweikert in January 2011.57 He initially was hired as a Legislative Assistant in Rep. Schweikert’s congressional office, was promoted to Legislative Director in 2012, and subsequently became the office’s Deputy Chief of Staff in 2014.58

52. As discussed above, in October 2016, Former Deputy Chief of Staff was told by Oliver Schwab, Rep. Schweikert’s then Chief of Staff, that he could either leave the congressional office with a six-month “severance” or continue to work in the official office while taking on significant campaign fundraising responsibilities.59

53. The “severance” offer was for full payment of his congressional salary for six months,60 and it required Former Deputy Chief of Staff to work on an as needed basis, outside of the congressional office, until he found other employment.61

54. Former Deputy Chief of Staff accepted the “severance” offer.62 His last day in Rep. Schweikert’s office was November 21, 2016, and he was paid his full salary between that day and January 3, 2017.63 Former Deputy Chief of Staff only was paid through January 3, 2017 because, in December 2016, Oliver Schwab informed him that Rep. Schweikert’s congressional office was not planning to honor the “severance” arrangement past that date.64

55. With respect to Rep. Schweikert’s awareness of this “severance” arrangement, Former Deputy Chief of Staff told the OCE that “[Mr. Schwab] said [Rep. Schweikert] approved it. I am doubtful of that. I don’t think David ever approved a single salary for anyone. . . . [Salaries were determined between Mr. Schwab] and I while I was doing the budget, and before that, just by [Mr. Schwab]. [Rep. Schweikert] wasn’t interested in the day-to-day budget minutiae.” Former Deputy Chief of Staff Transcript, Part 2 (Exhibit 4 at 18-2234_0144-45). Regardless of his

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57 Former Deputy Chief of Staff Transcript, Part 1 (Exhibit 3 at 18-2234_0085); Statement of Disbursements of the House, January 1, 2011 – March 31, 2011.
58 See supra, Section III.B.
59 Former Deputy Chief of Staff Transcript, Part 1 (Exhibit 3 at 18-2234_0086; 97-98).
60 Id. at (Exhibit 3 at 18-2234_0089; 94-95).
61 Former Deputy Chief of Staff Transcript, Part 1 (Exhibit 4 at 18-2234_0143).
62 Former Deputy Chief of Staff Transcript, Part 1 (Exhibit 3 at 18-2234_0088; 92).
63 Id. at (Exhibit 3 at 18-2234_0089; Former Deputy Chief of Staff Transcript, Part 2 (Exhibit 4 at 18-2234_0143-44); Statement of Disbursements of the House, October 1, 2016 – December 31, 2016; Statement of Disbursements of the House, January 1, 2017 – March 31, 2017.
64 Originally, Former Deputy Chief of Staff intended to work in the congressional office through January 3, 2017, at which time his six-month “severance” would become effective. However, “the Friday before Thanksgiving, Oliver [Schwab] called [him] and said [he] was causing confusion in the office and didn’t want [him] to come into the office anymore.” Former Deputy Chief of Staff Transcript, Part 2 at (Exhibit 4 at 18-2234_0143-44); see also Former Deputy Chief of Staff Transcript, Part 1 (Exhibit 3 at 18-2234_0094).
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55. Between November 22, 2016 and January 3, 2017, Former Deputy Chief of Staff performed approximately twenty-five to thirty total hours of work for Rep. Schweikert’s congressional office. In total, he received $19,180.16 for the work he performed during this 43-day period.

56. Despite not being present in the office and performing less than thirty total hours of work, Rep. Schweikert certified that Former Deputy Chief of Staff regularly performed official duties commensurate with the compensation he received during this timeframe. Former Deputy Chief of Staff was paid his full congressional salary based upon these certifications signed by Rep. Schweikert.

57. Based on the foregoing information, the Board finds that there is substantial reason to believe that Rep. Schweikert authorized compensation to an employee who did not perform duties commensurate with the compensation the employee received.

V. REP. SCHWEIKERT MAY HAVE TIED OFFICIAL ACTIVITIES TO PAST OR FUTURE POLITICAL SUPPORT

A. Applicable Law, Rules, and Standards of Conduct

58. House Ethics Manual

The House Ethics Manual states that “no solicitation of a campaign or political contribution may be linked to an action taken or to be taken by a Member or employee in his or her official capacity.”

The House Ethics Manual explains that “[i]t is probably not wrong for the campaign managers of a legislator . . . to request contributions from those for whom the legislator has done appreciable favors, but this should never be presented as a payment for the services rendered. Moreover, the possibility of such a contribution should never be suggested by the legislator or his staff at the time the favor is done. Furthermore, a decent interval of time should be allowed to lapse so that neither party will feel that there is a close connection between the two acts.”

The Manual further explains that “a solicitation for campaign or political contributions may not be linked with an official action taken or to be taken by a House Member or employee, and a

awareness, Rep. Schweikert certified that Former Deputy Chief of Staff was still working hours consistent with his $14,034.25/month salary. See infra.

90 Former Deputy Chief of Staff Transcript, Part 2 (Exhibit 4 at 18-2234.014).
91 See Schweikert Payroll Certifications Nov. 2016 – Jan. 2017 (Exhibit 7 at 18-2234.0229-37), Statement of Disbursements of the House, October 1, 2016 – December 31, 2016, Statement of Disbursements of the House, January 1, 2017 – March 31, 2017. In November 2016, Former Deputy Chief of Staff was paid $14,034.25, which equates to $467.81/day, or $4,210.29 for the time period of November 22, 2016 – November 30, 2016. In December 2016, he was paid $14,034.25. From January 1, 2017 to January 3, 2017, he was paid $9/35.62. This totals $19,180.16, or between $767.21/hour and $699.14/hour for the work he performed.
93 House Ethics Manual at 147.
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Member may not accept any contribution that is linked with an action that the Member has taken or is being asked to take. A corollary of these rules is that Members and staff are not to take or withhold any official action on the basis of the campaign contributions or support of the involved individuals, or their partisan affiliation. . . . Questions in this area have arisen most frequently on the matter of casework, and on this subject, the Standards Committee has long advised Members and staff that they are not to give preferential treatment to casework requests made by the Member’s supporters or contributors. Instead, all requests for casework assistance are to be handled according to their merits. . . . In this regard, one of the key provisions of the Code of Ethics for Government Service states, in ¶ 5, that government officials should “never discriminate unfairly by the dispensing of special favors or privileges to anyone, whether for remuneration or not.” The Code further provides, in ¶ 10, that “public office is a public trust,” and thus the public has a right to expect House Members and staff to exercise impartial judgment in performing their duties.”71

According to the House Ethics Manual, “[b]ecause a Member’s obligations are to all constituents equally, considerations such as political support, party affiliation, or campaign contributions should not affect either the decision of a Member to provide assistance or the quality of help that is given. While a Member should not discriminate in favor of political supporters, neither need he or she discriminate against them. As this Committee has stated: ‘The fact that a constituent is a campaign donor does not mean that a Member is precluded from providing any official assistance. As long as there is no quid pro quo, a Member is free to assist all persons equally.’”72

59. Code of Ethics for Government Service

“Never discriminate unfairly by the dispensing of special favors or privileges to anyone, whether for remuneration or not; and never accept for himself or his family, favors or benefits under circumstances which might be construed by reasonable persons as influencing the performance of his governmental duties.”

B. Rep. Schweikert May Have Provided Favorable Treatment to Campaign Donors

60. During an interview with the OCE, Former Legislative Director told the OCE that he believed Rep. Schweikert’s campaign donors were provided preferential treatment. He provided the OCE with two examples of such favoritism.

61. First, Former Legislative Director claimed that Rep. Schweikert’s congressional office wrote formal letters of support on behalf of an organization seeking grant funding in Africa because Rep. Schweikert received a campaign contribution from someone affiliated with that organization. According to Former Legislative Director:

71 Id. at 150-51 (emphasis in original).
72 Id. at 308.
[a] gentleman and his organization contributed to the campaign and following
the contribution, Oliver [Schwab] asked me to set up a meeting with him to
discuss their issues. Then following that meeting, we subsequently submitted
letters in support of their initiatives.

What I was told is, that the gentleman . . . donated to the campaign and that
we want to be as friendly as we can and as helpful as we can because of those
contributions. I don’t think there was a direct quid pro quo, but Oliver clearly
made it certain that we wanted to be helpful because he was a donor. 74

62. Former Legislative Director was unable to recall, and the OCE was not able to determine, the
identity of this individual or organization.

63. Former Legislative Director also alleged favorable treatment by the congressional office on
behalf of Firetrace USA LLC ("Firetrace"). Firetrace is a Scottsdale, Arizona-based
company that manufactures fire-suppressant systems for the Department of Defense, along
with a variety of other industries. 75 The company worked with a lobbyist named Teddy
Eynon, who employed Oliver Schwab’s wife, Ana Schwab. 76

64. Former Legislative Director oversaw the defense portfolio for Rep. Schweikert and therefore
handled matters concerning Firetrace. 77

65. Former Legislative Director explained that individuals at Firetrace “were large donors to
[Rep. Schweikert’s] campaign. . . . [T]hey were also a client of the company that Ana
[Schwab] worked for. . . . It was clear that given the relationships that were built, their
donations, we wanted to be as forward leaning as possible in advocating for their products
with [the] armed services and appropriations committee[s].” 78 He went on to explain that
Mr. Schwab told him that preference needed to be given to Firetrace. 79

66. The OCE requested documents or interviews from several individuals associated with
Firetrace, including Mr. Eynon, Mrs. Schwab, and Mark Cavanaugh, a former CEO and
senior executive at Firetrace who coordinated the company’s lobbying efforts. 80 These
individuals, like Rep. Schweikert and Oliver Schwab, refused to cooperate with the OCE’s
review. Firetrace provided the OCE with documents; however, Firetrace refused to certify
that they provided a complete production to the OCE. 81

74 Former Legislative Director Transcript (Exhibit 2 at 18-2234, 0059).
75 See Transcript of Interview of Former Firetrace Executive, June 19, 2018 ("Former Firetrace Executive
76 Former Legislative Director Transcript (Exhibit 2 at 18-2234, 0059-60); Former Firetrace Executive Transcript
(Exhibit 8 at 18-2234, 0250).
77 Id. (Exhibit 2 at 18-2234, 0059-60).
78 Id.
79 Id.
80 Former Firetrace Executive Transcript (Exhibit 8 at 18-2234, 0241); 246.
81 See OCE Rules for the Conduct of Investigations, Rule 4(a).
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67. These allegations of favorable treatment, coupled with such extensive non-cooperation, raise concern, however, the OCE found other evidence which suggests that Rep. Schweikert may not have dispensed special favors to campaign donors.

68. For example, Firetrace executives only donated to Rep. Schweikert’s congressional campaign committees on three occasions between 2011 and the present. Mark Cavanaugh contributed $2,500.00 on June 29, 2011 and $2,500.00 on May 22, 2013. Former Firetrace Executive contributed $1,000.00 on June 29, 2011. Former Firetrace Executive could not recall any other donations by Firetrace executives to Rep. Schweikert, and the OCE did not definitively identify any other contributions to Rep. Schweikert from individuals associated with Firetrace.

69. Additionally, the OCE interviewed Former Firetrace Executive who indicated that Rep. Schweikert never assisted Firetrace in any material way. Former staff members also said they had no recollection of campaign donors being provided favorable treatment.

70. Finally, the OCE notes that when asked whether Rep. Schweikert had knowledge of the alleged favorable treatment of donors, Former Legislative Director said the following:

   At least in my presence, there was never any explicit conversations where [Rep. Schweikert] directed us – staff – to provide preferential treatment to [Ana Schwab’s] clients or to campaign donors. There were some discussions based on donors as far as who was giving what in the office, but from my experience at least, to me, [Rep. Schweikert] never said, “these folks are giving money. Take care of them.” It was usually driven from Oliver. 67

71. Based on the foregoing information, the Board finds that there is not substantial reason to believe that Rep. Schweikert improperly linked official activities to campaign or political support.

VI. REP. SCHWEIKERT MAY HAVE SOLICITED OR ACCEPTED LOANS OR GIFTS FROM A CONGRESSIONAL EMPLOYEE

A. Applicable Law, Rules, and Standards of Conduct

72. Federal Law

   Under 18 U.S.C. § 602, “It shall be unlawful for . . . an individual elected to or serving in the office of Senator or Representative . . . to knowingly solicit any contribution within the meaning

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69 Former Firetrace Executive Transcript (Exhibit 8 at 18-2234_0259).
70 Id. at (Exhibit 8 at 18-2234_0236-78).
71 See e.g., Former Deputy Chief of Staff Transcript, Part 2 (Exhibit 4 at 18-2234_0137-38).
72 Former Legislative Director Transcript (Exhibit 2 at 18-2234_0060).
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73 House Rules

Under House Rule 25, clause 5(a)(3)(R)(v), Members may accept opportunities and benefits that are “in the form of loans from banks and other financial institutions on terms generally available to the public.”

Under House Rule 25, clause 5(a)(3)(A), Members may accept anything for which they pay[] the market value.”

74. House Ethics Manual

According to the House Ethics Manual, “Members, officers, and employees may accept opportunities and benefits that are ‘in the form of loans from banks and other financial institutions on terms generally available to the public’ (House Rule 25, clause 5(a)(3)(R)(v)). In addition . . . the Committee has determined that Members and staff may accept a loan from a person other than a financial institution, provided that the loan is on commercially reasonable terms, including requirements for repayment and a reasonable rate of interest.”

Further, “federal law generally bars government employees from giving gifts to their official superiors. While the Committee has recognized common-sense exceptions for voluntary gifts on special occasions, as a general rule, Members may not accept things of value from their staff members, and higher level staff members may not accept things of value from those who work for them.”

The Manual also stresses that “[t]he prohibition against an employee making . . . a contribution to the individual’s employing Member is absolute. A House employee may not make such a contribution even if the contribution was entirely unsolicited and the employee genuinely wishes to make the contribution . . . . The definition of the term contribution in the FECA is quite detailed. . . . Under FEC regulations, most outlays that an individual makes on behalf of a campaign are deemed to be a contribution to that campaign from that individual. This is so even if it is intended that the campaign will reimburse the individual promptly. The major exception to this

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80 “The term ‘contribution’ includes (i) 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” 52 U.S.C. § 30101(3)(A); see also 11 C.F.R. § 100.52(a).
81 House Ethics Manual at 68.
82 House Ethics Manual at 70 (noting the following “common-sense exceptions”: a birthday, holiday, marriage, the birth of a child, anniversary, retirement, and like occasions when gifts are traditionally given”). Note that under House Rule 25, a “gift” is defined to include a loan. See House Rule 25, clause 5(a)(2)(A) (“[t]he term ‘gift’ means a gratuity, favor, discount, entertainment, hospitality, loan, forbearance, or other item having monetary value. The term includes gifts of services, training, transportation, lodging, and meals, whether provided in kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred”).
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rule is for outlays that an individual makes to cover expenses that he or she incurs in traveling on behalf of a campaign.”

The House Ethics Manual also states that a Member “must take reasonable steps to ensure that any outside organization over which he or she exercises control – including the individual’s own authorized campaign committee . . . – operates in compliance with applicable law.”

B. Oliver Schwab May Have Loaned Money to Rep. Schweikert Personally or to Rep. Schweikert’s Campaign

75. The OCE spoke to former members of Rep. Schweikert’s official staff who said that Mr. Schwab loaned money to Rep. Schweikert to his campaign. None of these individuals could identify a specific amount that was loaned, or a specific time period in which a loan occurred, however, three former staff members recalled Oliver Schwab frequently complaining, between 2014 and 2016, about not being repaid by Rep. Schweikert or his campaign.91

76. Former Deputy Chief of Staff recalled Oliver Schwab complaining that Rep. Schweikert owed him “something in excess of $30,000.00.”92 Former Deputy Chief of Staff did not know whether Rep. Schweikert owed this money personally or if it was owed by his campaign, but he recalled Mr. Schwab complaining every couple of months that Rep. Schweikert “owed him money [or things he put] on his credit card.”93 Former Deputy Chief of Staff recalled hearing these complaints between 2015 and 2016 (although he may have heard them as early as 2013).94

77. Former Legislative Director told the OCE that Oliver Schwab “donated or he loaned [Rep. Schweikert’s] campaign a relatively significant amount.”95 He believed Mr. Schwab was owed approximately five or ten thousand dollars by Rep. Schweikert’s campaign committee.96 He recalled hearing Mr. Schwab complain about this in late 2016.97

78. Former Financial Administrator, a financial administrator in Rep. Schweikert’s office between 2014 and 2017, told the OCE that Mr. Schwab “[said] on several occasions that he...

92 Id. at 123.
93 These are time periods in which Mr. Schwab was Chief of Staff to Rep. Schweikert.
94 Former Deputy Chief of Staff Transcript, Part 2 (Exhibit 4 at 18-2234 .0127).
95 Id. (“He did occasionally complain that David owed him money on his credit card . . . Maybe every couple months, two or three months. Mostly it was when Oliver was worked up and angry at [Rep. Schweikert], he’d let it slip.”).
96 Id.
97 Former Legislative Director Transcript (Exhibit 2 at 18-2234.0080).
98 Id. Former Legislative Director further explained his awareness by saying: “My understanding was that it was just an outstanding loan that Oliver never was paid back on.” Id. When asked whether Oliver Schwab made any other personal outlays on behalf of Rep. Schweikert or his campaign, Former Legislative Director said he did, and explained: “It was generally an error of grievances about the fact that he hasn’t been paid back by [Rep. Schweikert] for those expenditures. I don’t have a dollar figure, when those expenditures took place, it was just that he spent, he bought X for David and he was never paid back, or he loaned the campaign X amount and was never paid back.” Id.
99 Id.
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did things for the campaign and that [Rep. Schweikert] owed him thousands of dollars that he had personally put out for different things."100 When asked follow-on questions about this statement, she indicated that Mr. Schwab provided frequent flyer miles to Rep. Schweikert and his wife so they did not have to personally pay for overseas travel.101

79. Because neither Rep. Schweikert nor Oliver Schwab cooperated with this review, the OCE was unable to verify whether a loan or loans were made to Rep. Schweikert, or to his campaign, and under what circumstances.102

80. Based on the foregoing information, the Board finds that there is substantial reason to believe that Rep. Schweikert solicited or accepted a loan, gift, or other contribution from a congressional employee.

VII. REP. SCHWEIKERT MAY HAVE OMITTED REQUIRED INFORMATION FROM HIS ANNUAL HOUSE FINANCIAL DISCLOSURE STATEMENTS AND FEC CANDIDATE COMMITTEE REPORTS

A. Applicable Law, Rules, and Standards of Conduct

   i. Public Financial Disclosure Reporting Requirements

81. Federal Law

Pursuant to the Ethics in Government Act, “[a]ny individual who is a Member of Congress during any calendar year and performs the duties of his position or office for a period in excess of sixty days in that calendar year shall file on or before May 15 of the succeeding year a report containing the information described in section 102 (a).”105 Additionally, candidates for Congress must also file financial disclosure statements.106

The contents of a financial disclosure report filed pursuant to the Ethics in Government Act must include “[t]he identity and category of value of any interest in property held during the preceding calendar year in a trade or business, or for investment or the production of income, which has a fair market value which exceeds $1,000 as of the close of the preceding calendar year . . . .”106

100 Transcript of Interview of Former Financial Administrator, Jan. 23, 2018 (Exhibit 9 at 18-2234-0302).
101 Id. at (Exhibit 9 at 18-2234-0303). Former Deputy Chief of Staff also recalled that “[t]here may have been one or two times that Oliver in a hasty may have mentioned something about frequent flyer miles and getting Joyce [Schweikert] on a trip. I don’t know where they came from or if they were his.” Former Deputy Chief of Staff Transcript, Part 2 (Exhibit 4 at 18-2234 0328).
102 Other staff members interviewed by the OCE, namely Matt Tully, Former Communications Director, and Former District Staffer, did not recall hearing that Mr. Schwab joined Rep. Schweikert’s campaign any money. Their departures from Rep. Schweikert’s congressional office, which occurred prior to 2014, likely could account for this lack of awareness. As discussed above, Former Deputy Chief of Staff, Former Legislative Director, and Former Financial Administrator heard Oliver Schwab’s complaints about being owed money between 2014 and 2016.
104 5 U.S.C. app. § 101(c).
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The Ethics in Government Act further states that each report must include a statement of “[t]he identity and category of value of the total liabilities owed to any creditor . . . which exceed $10,000 at any time during the preceding calendar year . . . ”105 "With respect to revolving charge accounts," the Ethics in Government Act explains that "only those with an outstanding liability which exceeds $10,000 as of the close of the preceding calendar year need be reported under this paragraph."107

Additionally, the Ethics in Government Act states that each financial disclosure report must include "a brief description, the date, and category of value of any purchase, sale or exchange during the preceding calendar year which exceeds $1,000-

(A) in real property, other than property used solely as a personal residence of the reporting individual or his spouse; or

(B) in stocks, bonds, commodities futures, and other forms of securities."108

82. House Rules

House Rule 26, clause 2 provides, "[f]or the purposes of this rule, the [financial reporting] provisions of title I of the Ethics in Government Act of 1978 shall be considered Rules of the House as they pertain to Members, Delegates, the Resident Commissioner, officers, and employees of the House."

83. Committee Instruction Guide for Completing Financial Disclosure Statements

According to the Committee Instruction Guide for Completing Financial Disclosure Statements (the "Instruction Guide"), "[r]eal and personal property held by you, your spouse, or a dependent child as an investment or for the production of income must be disclosed on Schedule III [as an asset] if it had a value in excess of $1,000 at the close of the calendar year or generated unearned income in excess of $200 during the calendar year."110

"In order to determine whether deposits in a bank account must be disclosed [as an asset], you must first add together all interest-bearing checking and savings accounts held by you, your spouse, or a dependent child at every financial institution in which you have such accounts. If the total value of these accounts exceeded $5,000 at the end of the calendar year, then you must disclose each financial institution which held deposits valued at more than $1,000. You must also report any interest-bearing account that generated more than $200 in interest during the

108 Above, the OCE quotes instructions from the 2010 Committee Instruction Guide for Completing Financial Disclosure Statements and also cites to 2017 instructions to note that guidance has remained the same throughout this time period. The OCE, however, notes that financial disclosure schedules have changed throughout the years. For example, while assets and unearned income are listed on Schedule III in the 2010-13 financial disclosures, assets and unearned income are addressed in Schedule A in later years.
Subject to the Nondisclosure Provisions of H. Res. 895 of the 110th Congress as Amended calendar year, even if it was valued at less than $1,000 at the close of the calendar year or your total deposits were less than $5,000.\footnote{House Committee on Ethics, Calendar Year 2010 Instruction Guide for Financial Disclosure Statements at 14 (emphasis removed), see also House Committee on Ethics, Calendar Year 2017 Instruction Guide for Financial Disclosure Statements and Periodic Transaction Reports at 22 (emphasis removed) (providing same guidance). “The accounts to be reported under these rules include interest-bearing, cash deposit accounts at banks, credit unions and savings and loan associations, including interest-bearing checking accounts, passbook and other savings accounts; money market accounts; negotiable order of withdrawal (NOW) accounts; certificates of deposit (CDs); and individual retirement accounts (IRAs) held in the form of savings accounts or CDs.” House Committee on Ethics, Calendar Year 2010 Instruction Guide for Financial Disclosure Statements at 14; see also House Committee on Ethics, Calendar Year 2017 Instruction Guide for Financial Disclosure Statements and Periodic Transaction Reports at 22 (providing same guidance).}

With respect to assets, the Instruction Guide further explains: “If you disclose an ownership interest in a privately-held company that was formed for the purpose of holding investments, you must disclose each asset held by the company in which your interest (or that of your spouse or dependent child) had a period-end value of more than $1,000 or generated more than $200 in income during the reporting period. Limited partnerships and limited liability companies are frequently formed for the purpose of holding real estate. If, for example, you are a partner in a limited partnership that owns five rental properties, you must separately disclose each property in which your interest exceeded $1,000 or your rental income derived from that property exceeded $200. You may, but are not required to, provide an exact street address for each property the company owns. However, when disclosing multiple properties, the property descriptions must be distinguishable from one another and used consistently from year to year.\footnote{House Committee on Ethics, Calendar Year 2010 Instruction Guide for Financial Disclosure Statements at 14 (emphasis removed), see also House Committee on Ethics, Calendar Year 2017 Instruction Guide for Financial Disclosure Statements and Periodic Transaction Reports at 22 (emphasis removed) (providing same guidance). “The accounts to be reported under these rules include interest-bearing, cash deposit accounts at banks, credit unions and savings and loan associations, including interest-bearing checking accounts, passbook and other savings accounts; money market accounts; negotiable order of withdrawal (NOW) accounts; certificates of deposit (CDs); and individual retirement accounts (IRAs) held in the form of savings accounts or CDs.” House Committee on Ethics, Calendar Year 2010 Instruction Guide for Financial Disclosure Statements at 14; see also House Committee on Ethics, Calendar Year 2017 Instruction Guide for Financial Disclosure Statements and Periodic Transaction Reports at 22 (providing same guidance).}

With respect to liabilities, the Instruction Guide explains, “[If] you must report on Schedule V any debts personally owed by you, your spouse, or your dependent children that were over $10,000 during the year.\footnote{House Committee on Ethics, Calendar Year 2010 Instruction Guide for Financial Disclosure Statements at 14 (emphasis removed), see also House Committee on Ethics, Calendar Year 2017 Instruction Guide for Financial Disclosure Statements and Periodic Transaction Reports at 22 (emphasis removed) (providing same guidance). “The accounts to be reported under these rules include interest-bearing, cash deposit accounts at banks, credit unions and savings and loan associations, including interest-bearing checking accounts, passbook and other savings accounts; money market accounts; negotiable order of withdrawal (NOW) accounts; certificates of deposit (CDs); and individual retirement accounts (IRAs) held in the form of savings accounts or CDs.” House Committee on Ethics, Calendar Year 2010 Instruction Guide for Financial Disclosure Statements at 14; see also House Committee on Ethics, Calendar Year 2017 Instruction Guide for Financial Disclosure Statements and Periodic Transaction Reports at 22 (providing same guidance).} For credit card debt, a filer need only “report an amount owed . . . if the balance on that card exceeded $10,000 on December 31, regardless of the balance owed on the card at any other point during the year.”\footnote{House Committee on Ethics, Calendar Year 2010 Instruction Guide for Financial Disclosure Statements at 14 (emphasis removed), see also House Committee on Ethics, Calendar Year 2017 Instruction Guide for Financial Disclosure Statements and Periodic Transaction Reports at 22 (emphasis removed) (providing same guidance). “The accounts to be reported under these rules include interest-bearing, cash deposit accounts at banks, credit unions and savings and loan associations, including interest-bearing checking accounts, passbook and other savings accounts; money market accounts; negotiable order of withdrawal (NOW) accounts; certificates of deposit (CDs); and individual retirement accounts (IRAs) held in the form of savings accounts or CDs.” House Committee on Ethics, Calendar Year 2010 Instruction Guide for Financial Disclosure Statements at 14; see also House Committee on Ethics, Calendar Year 2017 Instruction Guide for Financial Disclosure Statements and Periodic Transaction Reports at 22 (providing same guidance).} The Instruction Guide further explains that “[i]f any liability on real property which generates income must be disclosed. . . . Note that you must also list the property, and any income exceeding $200 earned from it, as an asset on Schedule III.”\footnote{House Committee on Ethics, Calendar Year 2010 Instruction Guide for Financial Disclosure Statements at 14 (emphasis removed), see also House Committee on Ethics, Calendar Year 2017 Instruction Guide for Financial Disclosure Statements and Periodic Transaction Reports at 22 (emphasis removed) (providing same guidance). “The accounts to be reported under these rules include interest-bearing, cash deposit accounts at banks, credit unions and savings and loan associations, including interest-bearing checking accounts, passbook and other savings accounts; money market accounts; negotiable order of withdrawal (NOW) accounts; certificates of deposit (CDs); and individual retirement accounts (IRAs) held in the form of savings accounts or CDs.” House Committee on Ethics, Calendar Year 2010 Instruction Guide for Financial Disclosure Statements at 14; see also House Committee on Ethics, Calendar Year 2017 Instruction Guide for Financial Disclosure Statements and Periodic Transaction Reports at 22 (providing same guidance).}
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For liability reporting, the Instruction Guide also explains, “[i]f . . . you have multiple rental properties, state the property to which each obligation relates, together with the type of liability (e.g., “Mortgage on 123 Main Street, Dover, Del.”).”116

In addition, the Instruction Guide explains that you only have to report “[l]iabilities of a business if you are personally liable for the debt.”117

With respect to transactions, the Instruction Guide explains, “you must report each purchase, sale, or exchange transaction involving Schedule III assets by you, your spouse, or dependent child when the amount of the transaction exceeds $1,000 in the calendar year.”118

With respect to transactions, the Instruction Guide further explains, “[y]ou are only required to disclose transactions related to the ownership interests in privately-held companies that were formed for the purpose of holding investments (typically real estate). If, for example, you are a partner in a limited partnership that owns five rental properties, you must separately disclose each transaction (such as the purchase of an additional rental property) that exceeds $1,000.”119

According to the Instruction Guide, when reporting transactions, filers must, “[p]rovide the complete name of the asset for which a reportable transaction has occurred.”120 Additionally, “[a]sset descriptions used on Schedule II should be identical to those used to describe the same asset on Schedule III.”121

84. Committee Guidance on Reporting Violations

In the Matter of Allegations Relating to Representative Vernon G. Buchanan, the Committee noted that inadvertent errors and omissions “are not uncommon” in financial disclosure statements.122 The Committee described the potential for concern with respect to errors and

116 House Committee on Ethics, Calendar Year 2010 Instruction Guide for Financial Disclosure Statements at 24; see also House Committee on Ethics, Calendar Year 2017 Instruction Guide for Financial Disclosure Statements and Periodic Transaction Reports at 32 (providing same guidance).
117 House Committee on Ethics, Calendar Year 2010 Instruction Guide for Financial Disclosure Statements at 25-26; see also House Committee on Ethics, Calendar Year 2017 Instruction Guide for Financial Disclosure Statements and Periodic Transaction Reports at 34 (providing same guidance).
118 House Committee on Ethics, Calendar Year 2010 Instruction Guide for Financial Disclosure Statements at 25; see also House Committee on Ethics, Calendar Year 2017 Instruction Guide for Financial Disclosure Statements and Periodic Transaction Reports at 33 (providing same guidance).
119 House Committee on Ethics, Calendar Year 2010 Instruction Guide for Financial Disclosure Statements at 22; see also House Committee on Ethics, Calendar Year 2017 Instruction Guide for Financial Disclosure Statements and Periodic Transaction Reports at 28 (providing same guidance).
120 House Committee on Ethics, Calendar Year 2010 Instruction Guide for Financial Disclosure Statements at 25; see also House Committee on Ethics, Calendar Year 2017 Instruction Guide for Financial Disclosure Statements and Periodic Transaction Reports at 30 (providing same guidance).
121 House Committee on Ethics, Calendar Year 2010 Instruction Guide for Financial Disclosure Statements at 25; see also House Committee on Ethics, Calendar Year 2017 Instruction Guide for Financial Disclosure Statements and Periodic Transaction Reports at 30 (providing same guidance).

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omissions that “are knowing or willful, or appear to be significantly related to other potential violations.”123 The Committee went on to explain that “accurate and complete reporting on Financial Disclosure Statements should be every filer’s goal and is necessary to be in compliance with House Rules and federal law. All filers are encouraged to promptly file amendments whenever they learn of errors or omissions. Failure to do so may constitute a knowing and willful violation.”124

ii. FEC Disclosure Requirements for Campaign Committees

85. Federal Law

Pursuant to the Federal Election Campaign Act, 52 U.S.C. § 30104, “[e]ach treasurer of a political committee shall file reports of receipts and disbursements in accordance with the provisions of this subsection.”

86. House Ethics Manual

According to the House Ethics Manual, “a Member or employee must take reasonable steps to ensure that any outside organization over which he or she exercises control – including the individual’s own authorized campaign committee or, for example, a ‘leadership PAC’ – operates in compliance with applicable law.”125

The House Ethics Manual further states: “While [the Federal Election Campaign Act (‘FECA’)] and other statutes on campaign activity are not rules of the House, Members and employees must also bear in mind that the House Rules require that they conduct themselves ‘at all times in a manner that shall reflect creditably on the House’ (House Rule 23, clause 1). In addition, the Code of Ethics for Government Service, which applies to House Members and staff, provides in § 2 that government officials should ‘uphold the Constitution, laws and legal regulations of the United States and of all governments therein and never be a party to their evasion.’ Accordingly, in violating FECA or another provision of statutory law, a Member or employee may also violate these provisions of the House rules and standards of conduct.”126

87. FEC Regulations127

Reporting Campaign Committee Receipts and Disbursements

Pursuant to 11 C.F.R. § 104.3(a)(3), which addresses how to report receipts of a campaign committee on Schedule A of an FEC report, “[a]n authorized committee of a candidate for Federal office shall report the total amount of receipts received during the reporting period and,

123 Id.
124 Id. at 6.
125 House Ethics Manual at 123.
126 Id. at 122 (footnote omitted).
127 As noted in the footnotes below, the FEC’s Campaign Guide for Congressional Candidates and Committees (2014) (hereafter, “FEC Guide”) provides detailed guidance on how to properly report all information required in various candidate committee reports.
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(i) Contributions from persons other than any committees; . . .
(ii) Contributions from the candidate, excluding loans which are reported under 11 CFR 104.3(a)(3)(vii); . . .
(vi) Transfers from other authorized committee(s) of the same candidate; . . .
(vii)(B) Loans made, guaranteed, or endorsed by a candidate to his or her authorized committee including loans derived from a bank loan to the candidate or from an advance on a candidate’s brokerage account, credit card, home equity line of credit, or other lines of credit described in 11 CFR 100.83 and 100.143. [128]

Additionally, 11 C.F.R. § 104.3(a)(4) explains that receipts in the following categories must be itemized:

(i) Each person, other than any political committee, who makes a contribution to the reporting political committee during the reporting period, whose contribution or contributions aggregate in excess of $200 per calendar year (or per election cycle in the case of an authorized committee), together with the date of receipt and amount of any such contributions; . . .
(ii)(A) For authorized committees of a candidate for Federal office, each authorized committee which makes a transfer to the reporting committee, together with the date and amount of such transfer; . . .
(iv) Each person who makes a loan to the reporting committee or to the candidate acting as an agent of the committee, during the reporting period, together with the identification of any endorser or guarantor of such loan, the date such loan was made and the amount or value of such loan. [129]

Pursuant to 11 C.F.R. § 104.3(b)(2), which addresses how to report disbursements of a campaign committee on Schedule B of an FEC report, “[a]n authorized committee of a candidate for Federal office shall report the total amount of disbursements made during the reporting period and, except for itemized and unitemized breakdowns, during the election cycle in each of the following categories:

(i) Operating expenditures; . . .
(ii) Transfers to other committees authorized by the same candidate;
(iii)(A) Repayment of loans made, guaranteed, or endorsed by the candidate to his or her authorized committee including loans derived from a bank loan to the candidate or from an advance on a candidate’s brokerage account, credit card, home equity line of credit, or other lines of credit described in 11 CFR 100.83 and 100.143, . . .
(vi) Other disbursements; . . .
(vii) Total disbursements.” [130]

Additionally, 11 C.F.R. § 104.3(b)(4), explains that disbursements in the following categories must be itemized:

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[129] See id. at 88-90.
[130] See id. at 102-03.
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(i) Each person to whom an expenditure in an aggregate amount or value in excess of $200 within the election cycle is made by the reporting authorized committee to meet the authorized committee’s operating expenses, together with the date, amount and purpose of each expenditure. 

(ii) Each authorized committee of the same candidate to which a transfer is made by the reporting committee during the reporting period, together with the date and amount of such transfer.

(iii) Each person who receives a loan repayment, including a repayment of a loan of money derived from an advance on a candidate’s brokerage account, credit card, home equity line of credit, or other line of credit described in 11 CFR 100.83 and 100.143, from the reporting committee during the reporting period, together with the date and amount of such loan repayment.

(iv) Each person who has received any disbursement(s) not otherwise disclosed under paragraph (b)(4) of this section to whom the aggregate amount or value of such disbursements exceeds $200 within the election cycle, together with the date, amount, and purpose of any such disbursement. 133

Reporting Debts of a Campaign Committee

According to 11 C.F.R. § 100.83(e), “[l]oans derived from an advance on a candidate’s brokerage account, credit card, home equity line of credit, or other line of credit available to the candidate shall be reported by the candidate’s principal campaign committee in accordance with 11 CFR part 104.” 131

According to 11 CFR § 102.7(d), “[a]ny candidate who receives a contribution, as defined at 11 CFR part 100, subparts B and D, obtains any loan or makes any disbursement in connection with his or her campaign, shall be considered as having received the contribution, obtained the loan or made the disbursement as an agent of such authorized committee(s).” 132

Pursuant to 11 C.F.R. § 104.3(d), which addresses how to report debts and obligations on an FEC report, “[e]ach report filed under 11 CFR 104.1 shall, on Schedule C or D, as appropriate, disclose the amount and nature of outstanding debts and obligations owed by or to the reporting committee.” 134 Additionally, pursuant to 11 CFR § 104.3(d)(4)(iv) “[w]hen a candidate obtains a bank loan or loan of money derived from an advance on the candidate’s brokerage account, credit card, home equity line of credit, or other line of credit described in 11 CFR 100.83 and 100.143 for use in connection with the candidate’s campaign, the candidate’s principal campaign committee shall disclose in the report covering the period when the loan was obtained, the following information on Schedule C-1 or C-F-1: (i) The date, amount, and interest rate of the loan, advance, or line of credit; (ii) The name and address of the lending institution; and

130 See id. at 102-104.
131 The FEC Guide provides detailed guidance on how to properly report lines of credit on the various schedules of an FEC candidate committee report. See id. at 91, 110-12.
132 “When a candidate obtains a bank loan for use in connection with his or her campaign, the loan is considered to be from the bank and not from the candidate’s personal funds. The candidate is acting as the agent of the campaign.” See id. at 29; see also FEC Advisory Opinion 1985-33; 11 C.F.R. § 101.2.
134 See FEC Guide at 105 (“Debts and obligations must be reported continuously until repaid.”); see also 11 C.F.R. 104.11.
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(iii) The types and value of collateral or other sources of repayment that secure the loan, advance, or line of credit, if any.\textsuperscript{135}

Contributions from Single Member LLCs

Pursuant to 11 C.F.R. § 110.1(g)(4), “[a] contribution by an LLC with a single natural person member that does not elect to be treated as a corporation by the Internal Revenue Service pursuant to 26 CFR 301.7701-3 shall be attributed only to that single member.”\textsuperscript{136}

Contribution Limits

Pursuant to 11 CFR § 110.1(b), “[n]o person shall make contributions to any candidate, his or her authorized political committees or agents with respect to any election for Federal office that, in the aggregate, exceed $2,000.”\textsuperscript{137} This limit applies to family members, including spouses.\textsuperscript{138}

According to 11 CFR § 110.9, “[n]o candidate or political committee shall knowingly accept any contribution or make any expenditure in violation of the provisions of 11 CFR part 110. No officer or employee of a political committee shall knowingly accept a contribution made for the benefit or use of a candidate, or make any expenditure on behalf of a candidate, in violation of any limitation imposed on contributions and expenditures under this part 110.”

B. Rep. Schweikert May Have Omitted Required Information from His Personal Financial Disclosure Statements and from FEC Candidate Committee Reports

88. In this review, the OCE found that Rep. Schweikert’s annual financial disclosure statements filed with the United States House of Representatives, and campaign committee reports filed with the FEC, contained a variety of unexplained reporting errors and omissions.

89. Initially, the OCE reviewed Rep. Schweikert’s personal financial disclosure statements to understand the source of certain personal loans that he made to his campaign committee. The

\textsuperscript{135} All loans received by a committee must be itemized and continuously reported until extinguished.” FEC Guide at 108. “[B]oth the original loan and payments to reduce principal must be reported on Schedule C each reporting period . . . until the loan is repaid.” Id. “Bank loans to candidates and loans derived from advances on a candidate’s brokerage accounts, credit cards, home equity line of credit, or other lines of credit obtained for use in connection with his or her campaign must be reported by the candidate.” Id. at 100.83. The committee must report the loan from the candidate as a receipt and repayment of the loan to the candidate as a disbursement.” Id. at 110. Further “[a] new Schedule C-1 must also be filed with the next report if the terms of the loan or line of credit are restructured. Additionally, in the case of a committee that has obtained a line of credit, a new Schedule C-1 must be filed with the next report whenever the committee draws on the line of credit.” Id. at 104.3(d)(1) and (3).” Id. at 109.

\textsuperscript{136} Id. at 28.


\textsuperscript{138} See FEC Guide at 17 (“[T]his limit applies to contributions from the members of a candidate’s family (e.g., spouse, parent”).
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information reported in these public financial disclosures, in addition to third-party financial evidence obtained by the OCE, raised further questions about the source of these personal loans. It also allowed the OCE to identify discrepancies between financial information that was being publicly reported by Rep. Schweikert and his campaign committees and what should have been reported based on the financial transactions evidenced in Rep. Schweikert’s and his campaign committees’ bank accounts.

90. Rep. Schweikert and his campaign committees’ refusal to provide documents in response to the OCE’s Request for Information (“RFI”), or to interview with the OCE, prevented the OCE from determining whether Rep. Schweikert’s had an explanation for these reporting errors and omissions.

i. Annual Financial Disclosure Statement Omissions and Irregularities

91. Rep. Schweikert filed a United States House of Representatives candidate disclosure statement on May 24, 2010, and he filed annual financial disclosures statements between 2010 and 2017. The OCE’s review of these financial disclosure statements revealed various reporting omissions, including Rep. Schweikert’s failure to properly disclose several real estate-related investments as well as his failure to reveal the existence of certain interest-bearing bank accounts and credit card debt. Additionally, the OCE identified discrepancies between Rep. Schweikert’s financial disclosures statements and representations he made to the IRS.

92. The OCE initially raised the issue of potential financial disclosure omissions in its April 11, 2018 correspondence to Rep. Schweikert. As of the date of this report, Rep. Schweikert has not publicly amended any of his financial disclosure statements to address the issues discussed below.

135 Rep. Schweikert’s 2017 financial disclosure statement was not publicly available during the course of this review. Therefore, this report only addresses potential errors or omissions between 2010 and 2016.

136 Rep. Schweikert’s financial disclosures statements also raise concerns about outside earned income violations. Specifically, his disclosures routinely suggest that he was earning outside earned income limit with respect to his real estate holding company. Sheridan Equities LLC and Sheridan Equities Holdings LLC. See Schweikert Financial Disclosures 2010-17 (Exhibit 10 at 18-2234, 0316-417). In a July 11, 2014 letter to the Committee, Rep. Schweikert indicates that he has been inadvertently disclosing unearned income from Sheridan Equities LLC and Sheridan Equities Holdings LLC as earned income. See id. (Exhibit 10 at 18-2234, 0369). While the OCE finds it concerning that this issue was not addressed in prior disclosures and continues to be a problem in subsequent disclosures, see e.g., (Exhibit 10 at 18-2234, 0374), the OCE assumes that income associated with Rep. Schweikert’s business is appropriately classified as unearned income, and therefore would not qualify as a violation of outside earned income limitations.

137 On this day, the OCE sent Rep. Schweikert a letter noting that the Board was considering whether he “unintended required information from his annual House financial disclosure statements.” Letter from Omar S. Ashmawy, Chief Counsel and Staff Director, OCE, to Rep. Schweikert, April 11, 2018. The OCE also sent Rep. Schweikert a RFI that sought documents in connection with potential reporting violations. Request for Information from Omar S. Ashmawy, Chief Counsel and Staff Director, OCE, to Rep. Schweikert, April 11, 2018.

138 No publicly available amendments have been posted by the Office of the Clerk of the United States House of Representatives between April 11, 2018 and the date of this report.
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a. Real Estate-Related Omissions

93. Rep. Schweikert is the owner and sole managing member of two real estate holding companies, Sheridan Equities Holdings LLC (“Sheridan Holdings”) and Sheridan Equities LLC (“Sheridan Equities”). Publicly available Arizona Corporation Commission documents indicate that these entities are single member LLCs, formed in March 2009 and August 2006 respectively, that Rep. Schweikert manages up through the present date. Rep. Schweikert also appears to have an interest in a business called Sheridan Rentals, which he valued between $100,001.00 and $500,000.00 in his 2013-2105 financial disclosure statements.

94. Rep. Schweikert, through Sheridan Equities, purchased and sold the following rental properties between March 2009 and August 2015:

- 6413 W. Lamar Road, Glendale, Arizona: This property was purchased on March 26, 2009 for $36,550.00 and sold on July 24, 2014 for $105,000.00.
- 3031 N. 64th Drive, Phoenix, Arizona: This property was purchased March 27, 2009 for $36,000.00 and sold for $109,950.00 on January 29, 2015.
- 3338 E. Willetta Street, Phoenix, Arizona: This property was purchased on April 2, 2009 for $27,000.00 and sold on July 29, 2014 for $108,000.00.
- 3920 W. State Avenue, Glendale, Arizona: This property was purchased on December 29, 2010 for $78,000.00 and sold on August 21, 2013 for $95,000.00.

95. Under federal law and House rules, Rep. Schweikert had various reporting obligations associated with the above-identified rental properties.

96. First, Rep. Schweikert was required to disclose the existence of these rental properties as assets and identify how they are affiliated with either Sheridan Equities, Sheridan Holdings, or Sheridan Rentals. He failed to do this.

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102 Sheridan Holdings Exhibit (Exhibit 11 at 18-2234_0419-23); Sheridan Equities Exhibit (Exhibit 12 at 18-2234_0425-29); see also Schweikert Financial Disclosures 2010-17 (Exhibit 10 at 18-2234_0336-417).
103 Sheridan Holdings Exhibit (Exhibit 11 at 18-2234_0419-23); Sheridan Equities Exhibit (Exhibit 12 at 18-2234_0425-29); see also Schweikert Financial Disclosures 2010-17 (Exhibit 10 at 18-2234_0336-417).
104 Schweikert Financial Disclosures 2010-17 (Exhibit 10 at 18-2234_0359-90). The Arizona Corporation Commission has no record of this entity, and it is possible that Rep. Schweikert is using this name to generically refer to rental properties associated with either Sheridan Equities or Sheridan Holdings.
105 MBP Revolving Line of Credit (Exhibit 13 at 18-2234_0403-626); Sheridan Property Purchase and Sale History (Exhibit 14 at 18-2234_0628).
106 MBP Revolving Line of Credit (Exhibit 13 at 18-2234_0430-626); Sheridan Property Purchase and Sale History (Exhibit 14 at 18-2234_0621).
107 MBP Revolving Line of Credit (Exhibit 13 at 18-2234_0430-626); Sheridan Property Purchase and Sale History (Exhibit 14 at 18-2234_0623).
108 MBP Revolving Line of Credit (Exhibit 13 at 18-2234_0430-626); Sheridan Property Purchase and Sale History (Exhibit 14 at 18-2234_0637).
109 See supra Section VII.A.1.
110 See Schweikert Financial Disclosures 2010-17 (Exhibit 10 at 18-2234_0316-91). Between 2010 and 2015 – the calendar years during which these four rental properties were held by Sheridan Equities and Rep. Schweikert was required to submit annual Financial Disclosure Statements – none of the four properties were disclosed as a “Asset”
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97. Second, he was required to disclose the purchase of these properties, to the extent that the purchases occurred after January 1, 2010. Rep. Schweikert’s 2010 financial disclosure statement fails to disclose the purchase of the 5920 W. State Avenue property, which occurred in December 2010.153

98. Additionally, Rep. Schweikert was required to disclose liabilities associated with these rental properties.154 While his financial disclosure statements reveal a 2010 bank note with Metro Phoenix Bank (“MPB”), Rep. Schweikert did not disclose the manner in which this liability was connected to each of these four rental properties.155 As discussed more fully below, in July 2010, Rep. Schweikert secured a $75,000.00 line of credit from MPB and used three of Sheridan Equities’ rental properties as collateral for the loan.156 Later, he increased the line of credit to $154,000.00 and added the fourth property as collateral.157 None of these details were disclosed.158

b. Real Estate Income Discrepancies

99. In addition to the above-described omissions, the OCE also identified discrepancies between the business income reported in Rep. Schweikert’s tax returns and the business income he reported on his financial disclosure statements.159

100. For example, in 2009, Rep. Schweikert reported earning between $100,001.00 and $1,000,000.00 in unearned income from Sheridan Equities;160 however, in his 2009 tax return, Rep. Schweikert discloses gross income of only $18,700.00.161 He also reported

under Schedule III / A. The only reference to these properties occurs after they are sold, although the OCE notes that not all these sales were properly disclosed. 1d.

152 See supra Section VII.A.1.
153 With respect to transactions, Schedule IV says “N/A.” See Schweikert Financial Disclosures 2010-17 (Exhibit 10 at 18-2234 0330).
154 See supra Section VII.A.1.
155 See Schweikert Financial Disclosures 2010-17 (Exhibit 10 at 18-2234 0336-91).
156 See infra, Section VII.B.ii.a.
157 See infra, Section VII.B.ii.a.
158 See Schweikert Financial Disclosures 2010-17 (Exhibit 10 at 18-2234 0336-91).
159 “Unearned income,” as reported on Schedule III / A of an annual financial disclosure statement, is defined as “income received by you, your spouse, or dependent children as a return on investment.” See House Committee on Ethics, Calendar Year 2010 Instruction Guide for Financial Disclosure Statements at 12; see also House Committee on Ethics, Calendar Year 2017 Instruction Guide for Financial Disclosure Statements and Periodic Transaction Reports at 16 (providing same guidance); House Ethics Manual at 254 (defining “unearned income” as “income derived from property held for investment for the production of income.”). The IRS – in its instruction guide on how to report profit and loss from a business – defines gross income as “income from whatever source derived.” See IRS 2009 Instruction Guide for Schedule C Reporting at C-4; IRS 2010 Instruction Guide for Schedule C Reporting at C-4.
160 See Schweikert Financial Disclosures 2010-17 (Exhibit 10 at 18-2234 0318). These figures are from Rep. Schweikert’s candidate report, which he filed on May 24, 2010, and which includes disclosure of assets and liabilities between January 1, 2009 and April 30, 2010.
161 Compare Schweikert Financial Disclosures 2010-17 (Exhibit 10 at 18-2234 0318) with 2009 Schweikert Tax Return, Form 1040, Schedule C (on file with OCE).
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earning zero income from Sheridan Holdings in 2009, but his tax returns disclose gross income of $167,000.00. 102

101. Additionally, in his 2010 financial disclosure statement, Rep. Schweikert reported earning between $15,001.00 and $50,000.00 in unearned income from Sheridan Equities; however, his 2010 tax return discloses gross income of only $10,988.00. 103

102. Further, in 2011, Rep. Schweikert reported earning between $15,001.00 and $50,000.00 in unearned income from Sheridan Equities and between $100,001.00 and $1,000,000.00 in unearned income from Sheridan Holdings; however, his 2011 tax return discloses no income for either entity. 104

103. Because Rep. Schweikert refused to interview, the OCE could not address these discrepancies with him.

c. Bank Account Omissions

104. Rep. Schweikert’s financial disclosure statements also omit required bank account information.

105. In his 2010 candidate disclosure statement, Rep. Schweikert identified three separate interest-bearing bank accounts. Specifically, he disclosed “checking / savings” accounts with Washington Mutual, Canyon State Credit Union, and Bank of America, all of which earned between $1.00 and $1,000.00 of interest during the reporting period. 105

106. Despite disclosing the existence of these three accounts in his 2010 candidate statement, Rep. Schweikert neglected to identify these accounts, or any other interest-bearing accounts, on his 2010 – 2016 annual financial disclosure forms. 106 If these or other interest-bearing accounts were maintained by Rep. Schweikert or his wife between 2010 and the present, and they had a combined balance exceeding $5,000.00 on December 31st, or accrued more than $200.00/year in interest, then Rep. Schweikert would have been required to disclose them on his annual financial disclosure statements. 107

107. The OCE is aware of at least one other interest-bearing checking account that should have been disclosed by Rep. Schweikert in 2012. Specifically, Rep. Schweikert and his wife maintained an interest-bearing account with JPMorgan Chase Bank (“Chase Bank”) between September 2006 and the present, and this account held over $5,000.00 on December 31,

102 Compare Schweikert Financial Disclosures 2010-17 (Exhibit 10 at 18-2234_0318) with 2009 Schweikert Tax Return, Form 1040, Schedule C (on file with OCE).
103 Compare Schweikert Financial Disclosures 2010-17 (Exhibit 10 at 18-2234_0326, 335) with 2010 Schweikert Tax Return, Form 1040, Schedule C (on file with OCE).
104 Compare Schweikert Financial Disclosures 2010-17 (Exhibit 10 at 18-2234_0344) with 2011 Schweikert Tax Return, Form 1040, Schedule C (on file with OCE).
105 Schweikert Financial Disclosures 2010-17 (Exhibit 10 at 18-2234_0320-21).
106 Id. at (Exhibit 10 at 18-2234_0324-412).
107 See supra Section VII.A.1.
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2012. Rep. Schweikert failed to disclose this account on his 2012 annual financial disclosure statement as required. The OCE also found evidence of a Bank of America account that appears to have been held in Joyce Schweikert’s name between (at least) April 2012 and May 2018. This account was not reported on any annual financial disclosure statement between 2010 and 2016.

Because the OCE did not review bank statements from Joyce Schweikert’s Bank of America account, the OCE was unable to determine whether Rep. Schweikert failed to properly disclose the existence of this account during any other time periods. The OCE also could not determine whether, when adding the balance of this Bank of America account with the Chase Bank account on December 31st of a given reporting period, their balances would have exceeded $5,000.00, and thus been reportable.

Without Rep. Schweikert’s cooperation, the OCE was unable to determine whether he failed to properly disclose bank accounts during any other time periods or with respect to any other financial institutions.

d. Credit Card Omissions

Rep. Schweikert was required to report credit card debt if the balance on a card exceeded $10,000.00 on December 31st of a given reporting year. He was also required to do this for his businesses if he was personally liable for the debt. Despite these obligations, it appears that Rep. Schweikert neglected to disclose this information on at least three occasions.

On December 31, 2010, Rep. Schweikert maintained, but failed to disclose, a credit card with Chase Bank that had a balance exceeding $10,000.00. This card was in the name of Rep. Schweikert and his business (Sheridan Holdings), which suggests Rep. Schweikert would be liable for the debt and was therefore obligated to report it.

108 Schweikert Personal Chase Bank Account Excerpts (Exhibit 15 at 18-2234_0649-51).
109 Schweikert Financial Disclosures 2010-17 (Exhibit 10 at 18-2234_0351-58). In order to secure his line of credit from MBP, Rep. Schweikert was required to provide personal financial statements to the bank which disclosed his assets and liabilities. Notably, he discloses having between $60,000.00 and $20,000.00 with Chase Bank between July 2010 and April 2014 respectively. MBP Revolving Line of Credit (Exhibit 13 at 18-2234_0607-26). This is inconsistent with evidence obtained by the OCE and inconsistent with what he reported on his financial disclosures. Since Rep. Schweikert did not cooperate, the OCE was unable to address these discrepancies with him.
111 Schweikert Personal Chase Bank Account Excerpts (Exhibit 13 at 18-2234_0654; 668); see also MBP Revolving Line of Credit (Exhibit 13 at 18-2234_0607-26). If, however, this is the same Bank of America account referenced in Rep. Schweikert’s 2010 candidate report, then this account would have been maintained between 2009 and (at least) May 2018.
112 The OCE only reviewed a limited number of credit card statements associated with Rep. Schweikert or his business. Accordingly, there may be debt associated with other credit card accounts that should have been disclosed. For instance, the Personal Financial Statements Rep. Schweikert submitted to MBP between 2010 and 2014 suggest that he had credit cards with Barclays and Canyon State Credit Union, in addition to Chase Bank. See MBP Revolving Line of Credit (Exhibit 13 at 18-2234_0607-26).
113 See Chase Credit Card Excerpts (Exhibit 16 at 18-2234_0674-81); Schweikert Financial Disclosures 2010-17 (Exhibit 10 at 18-2234_03128; 337).
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113. On December 31, 2014, Rep. Schweikert maintained a personal credit card with Chase Bank with a balance that exceeded $10,000.00. 173 He did not report this liability on his 2014 financial disclosure statement. 174

114. On December 31, 2014, Rep. Schweikert maintained, but failed to disclose, a second credit card with Chase Bank that had a balance exceeding $10,000.00. 175 This card was in the name of Rep. Schweikert and his business (Sheridan Holdings), which suggests Rep. Schweikert would be liable for the debt and was therefore obligated to report it. He did not do so.

   ii. FEC Omissions & Irregularities

115. In addition to the annual personal financial disclosure statement omissions and irregularities described above, the OCE found that Rep. Schweikert’s campaign committees repeatedly failed to disclose information about receipts, disbursements, and loans made to the committees. The OCE identified disclosure omissions and irregularities associated with the following committees: Schweikert for Congress and David Schweikert for Congress. Findings with respect to each committee are discussed below.

116. At the outset, the OCE notes heightened concern about these reporting omissions and irregularities due to statements made by a former staff member regarding potential campaign impropriety. Former Deputy Chief of Staff told the OCE that Oliver Schwab, Rep. Schweikert’s longtime Chief of Staff and campaign fundraiser, made statements to him about “go[ing] to the FEC and tell[ing] them where the bodies [are] buried.” 176 When asked to elaborate on this statement, Deputy Chief of Staff told the OCE that Mr. Schwab would say things like “I’m going to go to the FEC and get [Rep. Schweikert] thrown in jail for campaign fraud... I know where the bodies are buried.” 177 Deputy Chief of Staff did not know what sort of specific violations Mr. Schwab was referring to when he made these types of statements. 178

   a. Schweikert for Congress

117. The OCE found evidence that Schweikert for Congress, Rep. Schweikert’s principal campaign committee between January 2011 and October 2013, neglected to disclose a $75,000.00 line of credit that Rep. Schweikert secured in support of his November 2010 congressional election campaign. The OCE also found reporting irregularities associated with $100,000.00 and $130,000.00 personal loans that Rep. Schweikert allegedly made in support of his 2011 reelection campaign.

173 See Chase Credit Card Excerpts (Exhibit 16 at 18-2234_0682-89).
174 Schweikert Financial Disclosures 2010-17 (Exhibit 10 at 18-2234_0375).
175 Chase Credit Card Excerpts (Exhibit 16 at 18-2234_0700-077; Schweikert Financial Disclosures 2010-17 (Exhibit 10 at 18-2234_0375).
176 Former Deputy Chief of Staff Transcript, Part 2 (Exhibit 4 at 18-2234_0146-017)
177 Id
178 Id
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Omission of Line of Credit from Metro Phoenix Bank

118. On July 30, 2010, Rep. Schweikert secured a $75,000.00 revolving line of credit from MPB. The credit was extended to Rep. Schweikert, his wife Joyce, and Sheridan Equities. As collateral, MPB received a first priority deed of trust on three Sheridan Equities rental properties, including 6413 W. Lamar Road, 3031 N. 64th Drive, and 3338 E. Willetta Street.

119. MPB loan documentation reveals that Rep. Schweikert advised MPB that the revolving line of credit would be “used for marketing [his] political campaign.” The OCE also obtained evidence that Rep. Schweikert used the funds in August 2010 for that purpose.

120. Between February 2011 and October 2014, Rep. Schweikert increased the line of credit to $154,000.00, provided an additional rental property as collateral for the loan, and modified the terms of the loan on eight separate occasions. He ultimately paid off the line of credit in February 2015.

121. Because this line of credit was secured in connection with his campaign, Rep. Schweikert’s principal campaign committee was required to disclose certain information about the loan to the FEC. On Schedule C-1 of an FEC report covering the time period in which the loan was obtained, Rep. Schweikert was required to disclose (a) the date, amount, and interest rate of the line of credit; (b) the name and address of the lending institution; and (c) the types and value of collateral or other sources of repayment that secure the line of credit. Further, the line of credit must be itemized and continuously reported on FEC reports until extinguished, and a new C-1 must be filed each time the committee draws on the line of credit or restructures any of its terms.

117 MPB Revolving Line of Credit (Exhibit 13 at 18-2234_0431-443).
118 Id. at (Exhibit 13 at 18-2234_0430-31).
119 Id. at (Exhibit 13 at 18-2234_0501-517, 694-96). For example, funds from the line of credit paid for campaign services provided by Blue Point, LLC (“Blue Point”) and Anthem Media, Inc. (“Anthem”). Id. Blue Point is a political consulting company run by Chris Baker, Rep. Schweikert’s campaign consultant. MPB documents reveal that Blue Point was paid $26,000.00 and $11,577.00 for campaign services in August 2010. Id. FEC reports also indicate that Blue Point was paid $26,000.00 and $11,577.00 by David Schweikert for Congress on August 4, 2010 and August 2, 2010 respectively. See David Schweikert for Congress, FEC Report of Receipts and Disbursements, 12-Day Pre-Election Report, at 45, filed Aug. 12, 2010; David Schweikert for Congress, FEC Report of Receipts and Disbursements, 12-Day Pre-Election Report, at 43, filed Aug. 12, 2010. Anthem is a political consulting company utilized by Rep. Schweikert’s campaigns. MPB documents reveal that Anthem was paid $24,589.00 by David Schweikert for Congress in early August 2010 for television and radio advertisements. See MPB Revolving Line of Credit (Exhibit 13 at 18-2234_0431-517, 694-96). FEC reports also indicate that Anthem was paid $24,589.00 by David Schweikert for Congress on July 30, 2010. See David Schweikert for Congress, FEC Report of Receipts and Disbursements, 12-Day Pre-Election Report, at 41, filed Aug. 12, 2010.
118 Id. at (Exhibit 13 at 18-2234_0518-19).
119 Id. at (Exhibit 13 at 18-2234_0604-06).
120 See supra Section VII.A.ii.
121 See supra Section VII.A.ii.
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122. Rep. Schweikert’s then-principal campaign committee, David Schweikert for Congress, did not comply with any of these requirements.189 Despite specifically securing this loan from MPB for campaign purposes, and then using it to pay campaign expenses incurred by David Schweikert for Congress, Rep. Schweikert did not disclose this line of credit on any FEC report between July 2010 and February 2015.190

December 25, 2011 Personal Loan by Rep. Schweikert

123. The OCE also found irregularities regarding a $100,000.00 personal loan from Rep. Schweikert, which was disclosed by Schweikert for Congress in a 2011 Year End FEC Report. Specifically, the OCE could not identify any campaign bank statements showing that the campaign actually received the $100,000.00.

124. According to FEC records, Rep. Schweikert made a $100,000.00 personal loan to Schweikert for Congress on December 25, 2011.191

125. The OCE reviewed Schweikert for Congress FEC filings to identify where the campaign committee had bank accounts. As of December 25, 2011, Schweikert for Congress had campaign bank accounts with MPB and Chase Bank.192 The OCE reviewed both MPB and Chase Bank statements from this time period and found no evidence of a $100,000.00 deposit in either the Chase Bank193 or MPB statements.194 195

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189 There is not a single reference to MPB on Schedule C of any FEC report filed by David Schweikert for Congress (Rep. Schweikert’s then-principal campaign committee) between July 2010 and February 2015 (the dates between which Rep. Schweikert secured, modified, and eventually paid off the line of credit obtained from MPB). While his only operational principal campaign committee on July 30, 2010 (the date the line of credit as extended by MPB) was David Schweikert for Congress, the OCE also reviewed FEC filings associated with Schweikert for Congress and Friends of David Schweikert since both of these committees operated as a principal campaign committee during the life of the line of credit at issue. The OCE found no disclosure of any line of credit from MPB on Schedule C of either of these other two campaign committees.

190 See supra, note 189.


192 See Schweikert for Congress, FEC Form 1 Statement of Organization, Amendment, filed Nov. 9, 2011 (identifying Chase Bank and MPB accounts). See Schweikert for Congress, FEC Form 1 Statement of Organization, Amendment, filed Jan. 13, 2012 (identifying Chase Bank and MPB accounts). Both financial institutions certified to the OCE that they provided all documents associated with these campaign accounts.

193 Schweikert for Congress Chase Bank Statements (Exhibit 17 at 18-2234_0783-85).

194 Schweikert for Congress MPB Statements (Exhibit 18 at 18-2234_0911-43). MPB statements reveal that $200,000.00 was transferred from the Schweikert for Congress Chase Bank account on October 24, 2011 into a MPB account in Rep. Schweikert name. Id. On November 7, 2011, that $200,000.00, plus accrued interest, was withdrawn and closed. Id. That money was deposited into a new MPB account opened in the name of Schweikert for Congress. Id. Between November 2011 and August 2012, that money remained in the Schweikert for Congress MPB account and accrued interest. Id. On August 2, 2012, a $100,000.00 check was written from the Schweikert for Congress MPB account to Joyce Schweikert. Id. On August 8, 2011, a check for the remaining balance in that account, $101,134.47, was written to Schweikert for Congress. Id. After August 2012, the MPB account maintained a zero balance. Id. It appears that both the $100,000.00 check made out to Joyce Schweikert and the $101,134.47 made out to Schweikert for Congress were both deposited into the Schweikert for Congress Chase Bank account in August 2012. See Schweikert for Congress Chase Bank Statements (Exhibit 17 at 18-2234_0845).

195 Both banks certified to the OCE that they provided all documents associated with these campaign accounts.
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126. According to FEC records, Rep. Schweikert forgave the $100,000.00 personal loan on September 30, 2013.196

127. Because Rep. Schweikert and his campaign committees did not cooperate with this review, the OCE was unable to address this discrepancy with him.

August 22, 2012 Personal Loan by Rep. Schweikert

128. The OCE also found irregularities regarding a $130,000.00 personal loan from Rep. Schweikert, which was reported by Schweikert for Congress in an October 2012 Quarterly FEC Report. Specifically, the OCE found evidence suggesting that Rep. Schweikert’s wife may have made a contribution to his campaign in excess of statutory limits, and the OCE also determined that almost $100,000.00 of the $130,000.00 personal loan may not have been repaid to Rep. Schweikert, despite representations to the contrary made in FEC reports.

129. According to FEC records, Rep. Schweikert made a $130,000.00 personal loan to Schweikert for Congress on August 22, 2012.197

130. Chase Bank records confirm that $130,000.00 was transferred to Schweikert for Congress in August 2012, although the entire $130,000.00 was not all transferred on August 22, 2012.198 Chase Bank records evidence the following transfers:

- August 16, 2012 deposit of $5,000.00: This $5,000.00 was transferred to the Schweikert for Congress account from a Sheridan Holdings Chase Bank account.199
- August 17, 2012 deposit of $8,000.00: This $8,000.00 was transferred to the Schweikert for Congress account from a Sheridan Holdings Chase Bank account.200
- August 21, 2012 deposit of $17,000.00: This $17,000.00 was transferred to the Schweikert for Congress account from an account titled “Joyce’s B of A.”201
- August 22, 2012 deposit of $100,000.00: This $100,000.00 was transferred to the Schweikert for Congress account from a Sheridan Holdings Chase Bank account.202

131. The August 21, 2012 transfer of $17,000.00 from “Joyce’s B of A” account raises concerns about Rep. Schweikert’s wife making an excessive contribution to his campaign.203 Because

198 Schweikert for Congress Chase Bank Statements (Exhibit 17 at 18-2234_0846).
199 Id.; Sheridan Holdings Chase Bank Statements (Exhibit 19 at 18-2234_0947).
200 Schweikert for Congress Chase Bank Statements (Exhibit 17 at 18-2234_0846); Sheridan Holdings Chase Bank Statement Excerpts (Exhibit 19 at 18-2234_0947).
201 Schweikert for Congress Chase Bank Statements (Exhibit 17 at 18-2234_0846).
202 Id.; Sheridan Holdings Chase Bank Statement Excerpts (Exhibit 19 at 18-2234_0947).
203 See supra Section VII.A.ii (noting that a spouse’s contribution is limited under FEC regulations). The OCE notes that candidates may use assets jointly held with a spouse. see FEC Guide at 29, but since Rep. Schweikert refused to cooperate, the OCE could not determine whether funds from “Joyce’s B of A” account could be considered joint assets.
Reps. Schweikert refused to cooperate with this review, the OCE could not determine whether this $17,000.00 was a permissible contribution.

132. The August 22, 2012 transfer may also be problematic. On August 21, 2012, the day before Sheridan Holdings transferred $100,000.00 to Schweikert for Congress, Sheridan Holdings received a $100,000.00 cashier’s check from Robert Cooper. The size and timing of this payment, coupled with the repayment issues discussed below, raises questions about whether this was an unreported contribution to Rep. Schweikert’s campaign. Because Rep. Schweikert did not cooperate with this review, the OCE was unable to determine whether the $100,000.00 transfer was part of a legitimate personal loan to the campaign.

133. Additionally, the eventual repayment of this $130,000.00 may be problematic. Although the campaign committee reported to the FEC that the $130,000.00 personal loan was fully repaid to Rep. Schweikert in installments between February and August of 2013, the OCE found that the campaign committee’s bank account only disbursed $30,000.00 of the $130,000.00 loan back to Rep. Schweikert. In other words, Schweikert for Congress bank records do not correlate with FEC records, instead, these statements suggest that almost $100,000.00 of the loan was never repaid.

204 Sheridan Holdings Chase Bank Statement Excerpts (Exhibit 19 at 18-2234_0947); Robert Cooper Cashier’s Check (Exhibit 20 at 18-2234_0960-79); Without Rep. Schweikert’s cooperation, the OCE was unable to determine Robert Cooper’s connection to Rep. Schweikert.

205 According to FEC records, $30,000.00 of the original $130,000.00 loan was repaid to Rep. Schweikert on December 27, 2012. See Schweikert for Congress, FEC Report of Receipts and Disbursements, 2012 Year End Report at 13, 15, filed Jan. 31, 2013. While Chase Bank records do not reflect a $30,000.00 transfer to Rep. Schweikert on December 27, 2012, the $30,000.00 repayment appears to coincide with a November 27, 2012 $150,000 transfer from Schweikert for Congress to Sheridan Holdings and a January 2, 2013 $15,000 transfer from Schweikert for Congress to Sheridan Holdings. See Schweikert for Congress Chase Bank Statements (Exhibit 17 at 18-2234_0967_981); Sheridan Holdings Chase Bank Statement Excerpts (Exhibit 19 at 18-2234_0950-51; 0954-55).

Schweikert for Congress FEC reports also evidence the following loan repayments to Rep. Schweikert, which total $100,090.00:

- April 1, 2013: $30,000.00 “Loan Repayment.” See Schweikert for Congress, FEC Quarterly Report of Receipts and Disbursements (Q2), at 6, filed July 15, 2013.

Schweikert for Congress bank account records do not reflect these same series of repayment transactions.

Instead, the following transactions to Rep. Schweikert are evidenced in the Schweikert for Congress Chase Bank statements:

- February 28, 2013: $5,488.54 disbursement to Sheridan Holdings. See Schweikert for Congress Chase Bank Statements (Exhibit 17 at 18-2234_0880); Sheridan Holdings Chase Bank Statement Excerpts (Exhibit 19 at 18-2234_0959). While this disbursement exists in the Chase Bank records (as well as the FEC reports), it is offset by a deposit that occurred on that same day and for that same amount from Rep. Schweikert’s personal checking account. See Schweikert for Congress Chase Bank Statements.

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134. Schweikert for Congress filed a termination report on October 11, 2013, and the termination filing was accepted by the FEC on November 5, 2013. At no point in time did Schweikert for Congress disclose the existence of any bank accounts aside from those it held with Chase Bank and MBP.

135. Because Rep. Schweikert did not cooperate with this review, the OCE was unable to address these discrepancies with him.

(Exhibit 17 at 18-2234_0885; Schweikert Personal Checking (Exhibit 15 at 18-2234_0663). Thus the $100,000.00 loan is still outstanding as of this date.

- March 13, 2013: $4,000 disbursement to Rep. Schweikert’s personal checking account. See Schweikert for Congress Chase Bank Statements (Exhibit 17 at 18-2234_0890). While this disbursement exists in the Chase Bank records, it is offset by a deposit that occurred for that same amount from Rep. Schweikert’s personal checking account. See Schweikert for Congress Chase Bank Statements (Exhibit 17 at 18-2234_0889; Schweikert Personal Checking (Exhibit 15 at 18-2234_0663). Thus the $100,000.00 loan is still outstanding as of this date.

- March 20, 2013: $62,000 disbursement to Sheridan Holdings. See Schweikert for Congress Chase Bank Statements (Exhibit 17 at 18-2234_0890); Sheridan Holdings Chase Bank Statement Excerpts (Exhibit 19 at 18-2234_0963). This disbursement zeroes out the Schweikert for Congress Chase Bank account, and the account is no longer actively used between this date and its June 2013 closure. See Schweikert for Congress Chase Bank Statements (Exhibit 17 at 18-2234_0889-0966); see also id. (Exhibit 17 at 18-2234_0907-09) noting the account is closed on June 17, 2013.

In summary, Schweikert for Congress bank records do not correlate with FEC records; instead, Chase Bank statements suggest that $99,978.00 was never repaid to Rep. Schweikert. This figure represents the $100,000.00 that remained outstanding as of March 26, 2013, minus the $62,000 payment to Sheridan Holdings that was used to zero out the Schweikert for Congress account in March of 2013. As discussed above, the MBP account remained inactive, with a zero balance, as of mid-August 2012. See supra, note 194.

207 See Schweikert for Congress, FEC Form 1 Statement of Organization, filed Jan. 20, 2011 (identifying a Chase Bank account); Schweikert for Congress, FEC Form 1 Statement of Organization, filed May 11, 2011 (identifying a Chase Bank account); Schweikert for Congress, FEC Form 1 Statement of Organization, filed Oct. 11, 2011 (identifying Chase Bank and MBP accounts); Schweikert for Congress, FEC Form 1 Statement of Organization, filed Jan. 15, 2012 (identifying Chase Bank and MBP accounts); Schweikert for Congress, FEC Form 1 Statement of Organization, filed Jan. 30, 2012 (identifying Chase Bank and MBP accounts); Schweikert for Congress, FEC Form 1 Statement of Organization, filed June 12, 2012 (identifying Chase Bank and MBP accounts); Schweikert for Congress, FEC Form 1 Statement of Organization, filed Aug. 1, 2012 (identifying Chase Bank and MBP accounts); Schweikert for Congress, FEC Form 1 Statement of Organization, filed May 29, 2013 (identifying Chase Bank and MBP accounts). Both banks certified to the OCE that they provided all documents associated with these campaign accounts.

204 In addition to the above omissions and irregularities, the OCE also identified two transfers between committees that were not reported to the FEC. Pursuant to FEC regulations, transfers between committees must be reported by both the disbursing and receiving committees. See supra Section VII.A.ii. On March 26, 2012, Schweikert for Congress transferred $1,000.00 to David Schweikert for Congress. See Schweikert for Congress Chase Bank Statements (Exhibit 17 at 18-2234_0887); David Schweikert for Congress Chase Bank Statements (Exhibit 21 at 18-2234_1096). This transaction was not reported on the Schweikert for Congress or David Schweikert for Congress 2012 Quarterly (Q1) Reports of Receipts and Disbursements. See Schweikert for Congress, FEC Quarterly Report of Receipts and Disbursements (Q1), at 4, filed April 15, 2012; David Schweikert for Congress, FEC Quarterly Report of Receipts and Disbursements (Q1), at 3, filed April 15, 2012. On July 10, 2012, Schweikert for Congress transferred another $1,000.00 to David Schweikert for Congress. See Schweikert for Congress Chase Bank Statements (Exhibit 17 at 18-2234_0840); David Schweikert for Congress Chase Bank Statements (Exhibit 21 at 18-2234_1196). This transaction was not reported on the Schweikert for Congress or David Schweikert for Congress.
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b. David Schweikert for Congress

136. Like the Schweikert for Congress campaign committee, David Schweikert for Congress also failed to disclose a variety of reportable transactions. While the OCE was unable to determine the extent of the campaign’s reporting violations without cooperation from Rep. Schweikert and a complete set of financial records from the campaign committee, the OCE nevertheless identified unreported receipts and disbursements.

137. Between August 2007 and April 2013, David Schweikert for Congress maintained a campaign account with Chase Bank.205 A review of Chase Bank statements reveals a variety of reporting omissions. As shown in Exhibit 22, David Schweikert for Congress failed to disclose twelve separate receipts between January 2010 and January 2013, totaling $142,155.63.210

138. Likewise, the campaign committee also neglected to report disbursements. For example, between January 1, 2011 and December 31, 2011, FEC reports only identify ten total disbursements.211 However, Chase Bank statements during this same timeframe reveal many more disbursements.212

139. Because Rep. Schweikert did not cooperate with this review, the OCE was unable to address these discrepancies with him.

* * *

140. Based on the foregoing information, the Board finds that there is substantial reason to believe that Rep. Schweikert omitted required information from his annual House financial disclosure statements and FEC candidate committee reports.

202 Quarterly (Q3) Reports of Receipts and Disbursements. See Schweikert for Congress, FEC Quarterly Report of Receipts and Disbursements (Q3), at 4, filed Oct. 15, 2012; David Schweikert for Congress, FEC Quarterly Report of Receipts and Disbursements (Q3), at 3, filed Oct. 15, 2012. Because Rep. Schweikert did not cooperate with this review, the OCE was unable to address these discrepancies with him.

205 See David Schweikert for Congress Chase Bank Statements (Exhibit 21 at 18-2234_0972-1134); see also David Schweikert for Congress, FEC Form 1 Statement of Organization, filed Nov. 5, 2007 at 4 (identifying Washington Mutual, whose assets were subsequently purchased by Chase Bank, as a depository bank).

210 David Schweikert for Congress Omitted Transfers Chart (Exhibit 22 at 18-2234_1136). The figures identified in this exhibit exclude the transfers from Schweikert for Congress to David Schweikert for Congress identified above in footnote 208.


212 David Schweikert for Congress Chase Bank Statements (Exhibit 21 at 18-2234_1056-93). While some of these disbursements can be matched to FEC disbursement records from late December 2011, others cannot.
VIII. CONCLUSION

141. Based on the foregoing information, the Board finds that there is substantial reason to believe that Rep. Schweikert used official resources, including staff time, for political purposes and pressured congressional staff to perform political activity.

142. Accordingly, the Board recommends that the Committee further review the above allegation that Rep. Schweikert used official resources, including staff time, for political purposes and pressured congressional staff to perform political activity.

143. Based on the foregoing information, the Board finds that there is substantial reason to believe that Rep. Schweikert authorized compensation to an employee who did not perform duties commensurate with the compensation the employee received.

144. Accordingly, the Board recommends that the Committee further review the above allegation that Rep. Schweikert authorized compensation to an employee who did not perform duties commensurate with the compensation the employee received.

145. Based on the foregoing information, the Board finds that there is not substantial reason to believe that Rep. Schweikert improperly linked official activities to campaign or political support.

146. Accordingly, the Board recommends that the Committee dismiss the above allegation that Rep. Schweikert improperly linked official activities to campaign or political support.

147. Based on the foregoing information, the Board finds that there is substantial reason to believe that Rep. Schweikert solicited or accepted a loan, gift, or other contribution from a congressional employee.

148. Accordingly, the Board recommends that the Committee further review the above allegation that Rep. Schweikert solicited or accepted a loan, gift, or other contribution from a congressional employee.

149. Based on the foregoing information, the Board finds that there is substantial reason to believe that Rep. Schweikert omitted required information from his annual House financial disclosure statements and FEC candidate committee reports.

150. Accordingly, the Board recommends that the Committee further review the above allegation that Rep. Schweikert omitted required information from his annual House financial disclosure statements and FEC candidate committee reports.

IX. INFORMATION THE OCE WAS UNABLE TO OBTAIN AND RECOMMENDATION FOR THE ISSUANCE OF SUBPOENAS

151. As discussed below, twenty individuals or entities refused to cooperate with this review. The Board recommends the issuance of subpoenas to the following non-cooperative individuals and entities:
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Rep. Schweikert

152. The OCE requested information from Rep. Schweikert personally, in his official capacity, from his businesses, and from his affiliated campaign and political action committees. The OCE also requested the opportunity to interview Rep. Schweikert. Rep. Schweikert, through counsel, declined to provide full and complete responses to the OCE’s RFI and declined to interview with the OCE.

Oliver Schwab

153. The OCE requested information from and the opportunity to interview Mr. Schwab. Mr. Schwab, through counsel, declined to produce any information in response to the OCE’s RFI and refused to interview with the OCE. Mr. Schwab resigned from Rep. Schweikert’s congressional office during the course of this review, and he is no longer employed with the United States House of Representatives as of the date of this report.

Current Congressional Staff Members*213

154. Katherine Dimenstein is Rep. Schweikert’s current Chief of Staff and former Legislative Director, Legislative Assistant, Legislative Correspondent and Staff Assistant. Ms. Dimenstein, through counsel, declined to interview with the OCE.

155. Kevin Knight is Rep. Schweikert’s current Deputy Chief of Staff and former District Director. Mr. Knight declined to interview with the OCE.

156. Ernestina Borquez-Smith is Rep. Schweikert’s Director of Constituent Services and Office Manager. Ms. Borquez-Smith, through counsel, declined to interview with the OCE.

157. Katherine Duveneck is Rep. Schweikert’s current Legislative Assistant and former Researcher. Ms. Duveneck, through counsel, declined to interview with the OCE.

158. Camille Lepire is Rep. Schweikert’s current Legislative Aide and former Legislative Correspondent. Ms. Lepire, through counsel, declined to interview with the OCE.

159. Ashley Sylvester is Rep. Schweikert’s Office Manager and Press Secretary. Ms. Sylvester, through counsel, declined to interview with the OCE.

160. Molly Garland is Rep. Schweikert’s current Coalitions Director and former Staff Assistant. On June 8, 2018, Ms. Garland agreed, during a telephone call, to interview with the OCE on June 22, 2018. She confirmed her availability for this interview on June 14, 2018. Later, the OCE was informed that Ms. Garland had retained counsel and was no longer willing to speak with the OCE.214

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*213 As discussed supra, note 15, Rep. Schweikert, through his campaign committee, appears to have hired counsel to represent current and former staff members in connection with the OCE’s review.

214 As discussed supra, note 15, Holland & Knight is representing Ms. Garland. Her decision not to cooperate came after she was connected with Holland & Knight.
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Former Congressional Staff Members

161. Matt Tully was a Legislative Director and then Chief of Staff in Rep. Schweikert’s congressional office between January 2011 and May 2013. Mr. Tully voluntarily interviewed with the OCE on June 27, 2018, however, OCE staff found Mr. Tully’s testimony to lack credibility at times. For example, Mr. Tully frequently could not recall details from recent conversations he had with current and former Rep. Schweikert staff members regarding the OCE’s investigation or press reports concerning Oliver Schwab’s misuse of congressional resources.215 When pressed by OCE investigators on what was discussed during these communications, Mr. Tully was less than forthcoming.216 The OCE believes Mr. Tully’s lack of candor stems, at least in part, from his relationship with Mr. Schwab. Mr. Tully initially described their relationship as a “friendly” and said they “haven’t hung out socially in a number of years;” however, he later told the OCE that he and Mr. Schwab played squash together “every week [or] every other week” during the four months leading up to his interview with the OCE, and he also estimated that he had seen Oliver Schwab approximately five to ten times between November 2017 and June 2018.217 Additionally, Mr. Tully’s decision not to provide the OCE with requested documentary evidence calls into question his candor. During his interview with the OCE, Mr. Tully informed the OCE that he communicated with Oliver Schwab and Katherina Dinnenstein regarding the OCE’s investigation or news articles concerning Oliver Schwab misusing congressional funds.218 At the conclusion of the interview, the OCE asked that Mr. Tully save and produce communications discussed during the interview. He agreed to do so, and at his counsel’s request, the OCE sent Mr. Tully a formal RFI seeking all communications he had with Mr. Schwab and Ms. Dinnenstein between October 1, 2017 and June 28, 2018. Despite previously indicating that he would produce these materials, Mr. Tully subsequently refused to provide documents in response to the OCE’s RFI.

162. Kelly Roberson was an Intern, District Aide, Director of Operations, and Policy Advisor in Rep. Schweikert’s office between September 2011 and December 2016. Ms. Roberson did not respond to OCE requests for an interview. The OCE was informed that on January 19, 2018, Mr. Schwab and Ms. Roberson had lunch together at Mr. Schwab’s invitation.219

163. Thomas Leander was an Intern, Fellow, Staff Assistant, Legislative Correspondent, Legislative Aide, and Legislative Assistant in Rep. Schweikert’s office between May 2014 and August 2017. Mr. Leander did not respond to OCE requests for an interview.

164. Michelle Stoika was an Intern, Staff Assistant, Legislative Correspondent, Legislative Aide, and Legislative Assistant in Rep. Schweikert’s office between June 2013 and February 2015. Ms. Stoika initially agreed to interview with the OCE, but later decided not to cooperate with the review.

215 See e.g., Tully Transcript (Exhibit 1 at 18-2234, 0014-15).
216 Id.
217 Id. at (Exhibit 1 at 18-2234, 0008-9; 16: 21).
218 Id. at (Exhibit 1 at 18-2234, 0013-20).
219 Former Deputy Chief of Staff Transcript, Part 2 (Exhibit 4 at 18-2234, 0145-46).
Campaign Financial Services ("CFS") is an FEC compliance firm handling FEC compliance matters for various Rep. Schweikert-affiliated campaign and political action committees. While Valerie Girambek appears to be the current treasurers signing FEC reports (see below), CFS appears to play some role. Notably, CFS is listed as a point of contact on recent FEC Form 1 Statements of Organizations filed by Friends of David Schweikert, 221 David Schweikert for Congress, 222 Defending America’s Values Everywhere PAC, 223 and the Schweikert Victory Committee. 224 Rep. Schweikert also advised the OCE that CFS was hired to correct errors and irregularities associated with its prior FEC filings and FEC reporting practices. CFS declined to cooperate with this review and specifically refused to provide documents in response to an OCE RFI.

166. Valerie Girambek is currently the treasurer for several Rep. Schweikert-affiliated campaign and political action committees, including Friends of David Schweikert, 224 David Schweikert for Congress, 225 the Schweikert Victory Committee 226 and the Defending America’s Values Everywhere PAC. 227 She was formerly a treasurer for Schweikert for Congress. 228 She also previously did accounting work for Rep. Schweikert’s real estate company, Sheridan Holdings. 229 Ms. Girambek declined to cooperate with the OCE’s review. 230

See e.g., Friends of David Schweikert, FEC Form 1 Statement of Organization, Amendment, filed Apr. 13, 2018 at 1, 3 (identifying CFS as the custodian of records and providing a CFS email address as the point of contact for the campaign committee).

See e.g., David Schweikert for Congress, FEC Form 1 Statement of Organization, Amendment, filed Apr. 13, 2018 at 1, 3 (identifying CFS as the custodian of records and providing a CFS email address and P.O. Box as the relevant points of contact for the campaign committee).

See e.g., Defending America’s Values Everywhere (Team Dave), FEC Form 1 Statement of Organization, Amendment, filed Apr. 13, 2018 at 1, 3 (identifying CFS as the custodian of records and providing a CFS email address and P.O. Box as the relevant points of contact for the campaign committee).

See e.g., Schweikert Victory Committee, FEC Form 1 Statement of Organization, Amendment, filed Apr. 13, 2018 at 1, 3 (identifying CFS as the custodian of records and providing a CFS email address and P.O. Box as the relevant points of contact for the campaign committee).

See e.g., Friends of David Schweikert, FEC Quarterly Report of Receipts and Disbursements (Q2), at 1, filed July 13, 2018.

See e.g., David Schweikert for Congress, FEC Quarterly Report of Receipts and Disbursements (Q2), at 1, filed July 13, 2018.

See e.g., Schweikert Victory Committee, FEC Report of Receipts and Disbursements (Q2), at 1, filed July 13, 2018.

See e.g., Defending America’s Values Everywhere, FEC Quarterly Report of Receipts and Disbursements (Q2), at 1, filed July 13, 2018.

See e.g., Schweikert for Congress, FEC Form 1 Statement of Organization, Amendment, filed Jan. 13, 2012; Schweikert for Congress, FEC Report of Receipts and Disbursements (Q1), at 1, filed April 14, 2017.

See V. Girambek LinkedIn (Exhibit 23 at 18-2234_1138).

The OCE requested interviews from Ms. Girambek and Ms. Garrett on June 5, 2018 and received nearly identical responses from them around the same time that evening. Both women responded to the OCE’s request via email by telling the OCE that they “decline[d] to participate” in the review and then asked that the OCE “not contact [them] again.”
Karen Garrett is a former Schweikert for Congress treasurer. She has also volunteered for other organizations working to reelect Rep. Schweikert. Ms. Garrett declined to cooperate with the OCE’s review.

Firetrace

Firetrace provided the OCE with documents in response to its RFI; however, Firetrace refused to sign and return a certification, pursuant to 18 U.S.C. § 1001, that it did not knowingly or willfully withhold materials requested by the OCE.

Mark Cavanaugh was a former senior executive and then CEO of Firetrace. Mr. Cavanaugh did not respond to OCE requests for an interview.

Teddy Eynon was a lobbyist for Firetrace and friend of Mr. Cavanaugh’s. The OCE sought documents from and an opportunity to interview Mr. Eynon. Mr. Eynon did not respond to the OCE’s communications.

Ana Schwab

Ana Schwab, Mr. Schwab’s wife, declined, through counsel, to interview with the OCE.

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231 See e.g., Schweikert for Congress, FEC Form 1 Statement of Organization, filed Jan. 20, 2011; Schweikert for Congress, FEC Form 1 Statement of Organization, Amendment, filed Nov. 9, 2011.

232 See supra, note 230.

233 Former Firetrace Executive Advised the OCE that Mr. Cavanaugh received copies of the OCE’s requests and purposefully declined to respond to those communications. Former Firetrace Executive Transcript (Exhibit 8 at 18-2224_274-76).
EXHIBIT 1
Transcript of Interview of Matthew Tully
June 27, 2018
Jeffrey Brown: With that, we will begin. For the record, this is Jeffrey Brown from the Office of Congressional Ethics. With me is Chief Counsel Omar Ashmawy.

Before us, we have Matt Tully. We are at the Offices of Venable with his counsel Jim Tyrrell, and it is June 27th. It is about 3:20 PM. Mr. Tully's been given a copy of the false statements warning and signed the acknowledgement, and with that, we'll get started. Do you prefer Matt, Mr. Tully?

Matt Tully: Matt's fine.

Jeffrey Brown: Okay. Where are you currently employed?

Matt Tully: I work for Essent US Holdings. It's a U.S. holding company of Essent Group. We do mortgage insurance and reinsurance.

Jeffrey Brown: Okay, and your specific role at Essent?

Matt Tully: My title is Vice President, Government and Industry Relations, so I'm a registered lobbyist for the company. That's the majority of what I do, although over the last few years, it has evolved a couple different ways. Less so now the last couple years, spent a lot of time with clients, business development side, talking to senior level clients, C-Suite types, speaking at MBA-stake conventions about what's going on with GSE reform, Dodd-Frank, things of that nature.

The gentleman who originally hired me retired a few years ago, and I now work in the corporate development investor relations department for our head of corporate development and investor relations. I have some more communications responsibility, both just general media inquiries, but also crisis communications. Then most recently, in the last three, four months, I've taken on some additional responsibility with respect to our earnings process. Actually participating in that, helping craft our earnings script, Q&A, preparing our CEO for questions on our earnings call, actually sitting physically in the room during the earnings call, so that's been kind of a new thing my job has evolved to.

Jeffrey Brown: And you've been there since when?

Matt Tully: Since I left the Hill in May of 2013.

Jeffrey Brown: Okay. Did you handle mortgage-related matters while you were on the Hill?
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Matt Tully: Yeah, for every member that... I worked for three members. I worked for David Dreier initially, then John Shadegg, and then Congressman Schweikert. Always had that in my portfolio. I was hired as the congressman’s Legislative Director, and I was the staff designee for House of Financial Services Committee.

Jeffrey Brown: Okay. At Essent, you said you do some lobbying, who are you lobbying?

Matt Tully: It’s primarily House of Financial Services and Senate banking, those are kind of the two key ones. A little bit of Ways and Means and Senate Finance, but it’s primarily House of Financial Services and Senate Banking.

Jeffrey Brown: And specifically, former members you used to work for?

Matt Tully: I have been into the Schweikert office before on a couple tax-related things and some GSE-related things, but in terms of other former members, I mean, Mr. Drier, Mr. Shadegg, both gone by the time I left.

Jeffrey Brown: Okay. When was the last time you were in the Schweikert office?

Matt Tully: It would have been probably early April.

Jeffrey Brown: Okay, meeting with who?

Matt Tully: Katherine. I always butcher her last name. I hired her. I think I hired her. Duvneec.


Matt Tully: I may have stopped by one other time. I may pop in every once in a while, but for a formal meeting, it was probably early April. It was this quarter, I know, because for the LDA-

Jeffrey Brown: How frequently are you back in the Schweikert office?

Matt Tully: Not that often, maybe once or twice a quarter. Usually just to stop by. I typically don’t lobby them very much.

Jeffrey Brown: Because you’re on the Hill and you’re connecting with-

Matt Tully: Yeah, just to say hey, yeah.
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Jeffrey Brown: Okay. You mentioned previous employment on the Hill, can you just walk me through who you’re with, what years, and what responsibilities?

Matt Tully: All three members?

Jeffrey Brown: Yeah.

Matt Tully: I joined Mr. Drier’s office in December of 2006, and I left there April, May of 2009 to go work for Congressman Shadegg. Stopped on a Friday, started on a Monday with the Shadegg office. Mr. Shadegg retired in, I guess technically speaking, would have been January of ’11, at the end of that Congress. And then I was with Mr. Schweikert from January of ’11 until May of ’13.

Jeffrey Brown: And I take it at the end of 2010, you’re looking for other employment.

Matt Tully: Yes.

Jeffrey Brown: Because your member’s retiring?

Matt Tully: Yes.

Jeffrey Brown: Okay, so how did it come about that you get hired in Representative Schweikert’s office?

Matt Tully: I met him at freshman orientation.

Jeffrey Brown: Okay.

Matt Tully: Yeah. Some advice I had been given and some networking I was doing… that, go volunteer at freshman orientation, you can meet a lot of people. Actually put my name on the list, it was fairly enterprising, I want to think, but I put my name on the list early on. I had a friend who’s actually still on House Admin, “Hey, can you just add my name to the list?” So, I met him there.

Then he came by the Shadegg office a couple times, and I met him and his wife and showed them around, met Oliver, and kind of told them what I was looking to do, wanting to be an LD, and that’s how I ended up getting hired there.

Jeffrey Brown: Who interviews you? Representative Schweikert and Oliver?
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1 Matt Tully: Yeah. Interview, informal conversation, kind of laying out my experience, and what I was looking to do.

2 Jeffrey Brown: You didn’t know either of them before...

3 Matt Tully: No.

4 Jeffrey Brown: I guess in late 2010?

5 Matt Tully: No.

6 Jeffrey Brown: Okay. And you’re hired into as Legislative Director role?

7 Matt Tully: Mm-hmm (affirmative).

9 Jeffrey Brown: Okay. And you’re in that role for about how long?

10 Matt Tully: Through the time when Oliver left, so that would have been April-ish...

11 April, May of ’12.

12 Jeffrey Brown: Okay. You’re Legislative Director- who are you reporting to, who’s reporting to you?

13 Matt Tully: Who I’m reporting to is Oliver and the congressman. We had a pretty flat structure in terms of reporting, just because I did a lot of the work in the Financial Services Committee, which is his only committee. And then the LAs and the LC reported up to me.

18 Jeffrey Brown: Okay. At some point this changes because Oliver departs.

19 Matt Tully: Correct.

20 Jeffrey Brown: Walk me through how that transition occurs.

21 Matt Tully: He basically said, “I’m leaving. I’m going to go run this Super PAC for the primary.” I don’t remember how he said... We had a discussion with David, that piece of it maybe a little foggy in my mind. But he recommends that, “Matt become Chief of Staff,” and that was it.

25 Jeffrey Brown: Okay, so Oliver says to the congressman, “I think Matt should take over Chief of Staff?”

26 Matt Tully: To the best of recollection. I don’t really remember the formal conversation in vivid color.

5
Jeffrey Brown: It looks to me like this is sort of a brief departure for Oliver, just a couple months. Was that what was expected on the front end? Did you expect Oliver to come back?

Matt Tully: I don't think we knew what to expect, just because we didn't know what was going to happen in the primary, so that was... You kind of get to cross over that Rubicon and get to the other side. Obviously, if the congressman lost, then it's a moot point, and if he had won, then we would kind of assess it from there. I don't remember there being kind of a formal plan one way or the other.

Jeffrey Brown: Okay. When the congressman wins the primary, does Oliver come back to you, come back to the Representative? Are there discussions about him wanting to come back on?

Matt Tully: I don't remember exact discussions. I knew he... I recall him expressing a desire to come back, and talking about the role he would come back in. I think it was Senior Adviser role that we ended up bringing him back on, but I don't remember the formal discussion of how that happened.

Jeffrey Brown: And what was the reporting structure like once he rejoined the team?

Matt Tully: To me and to David. It wasn't necessarily... I wasn't overly formal about it. We had worked together, obviously, previously, so there wasn't a formal, "You have to run things through me."

Jeffrey Brown: Okay. I'm going back up just a little bit and just talk a little bit more generally about working relationships in the office. So what sort of boss is Representative Schweikert?

Matt Tully: He was very hardworking, was very interested in policy and understanding policy, wanted to be known as a wonk, as an expert. They came to quickly rely on him pretty heavily at the Financial Services Committee to help with markups and hearings. As had been recounted to me, pretty extensive experience in the Arizona State House, so he knew process well, and he was the Vice Chairman of, I guess what was then, the Capital Markets and GSE subcommittee. There's been some reorganization since. We thought of ourselves as policy oriented office, and really delved deep on things related to, really, that subcommittee, which was GSE Reform, Housing Finance Reform and Capital Markets.

Jeffrey Brown: Okay. Travel. Did you travel with the congressman with any degree of frequency when you were there?
Matt Tully: We had a couple trips to New York, which was not uncommon to go up and meet with people who had interest before the campaign. Travel with him, do you mean directly or just-

Jeffrey Brown: Yeah, are you going back to the district with him?

Matt Tully: No. I went back to the district… I don't think I went back to the district for the first time until March, April of 2012.

Jeffrey Brown: You mentioned New York. Those were campaign related?

Matt Tully: No, no, those were official visits.

Jeffrey Brown: So, Oliver. We've said the name before. By Oliver were referring to Oliver Schwab. Let me back up. Who is Oliver Schwab? Who is he to you?

Matt Tully: I mean, we're friendly. We see each other once in a while, play squash every once in a while. We got along well, we were colleagues in the office, and we had a good working relationship.

Jeffrey Brown: What sort of Chief of Staff is he? Is he hands on, hands off?

Matt Tully: He was pretty hands off. He was very differential around policy, because it wasn't really his background. I think the reason I was hired was my experience, obviously, having been on the Hill for a few years previously.

Jeffrey Brown: Right, because he was working on the campaign before he came to work for Representative Schweikert.

Matt Tully: That's correct.

Jeffrey Brown: Okay. Can you describe their relationship for me?

Matt Tully: Oliver's and the congressman?

Jeffrey Brown: Oliver and Representative Schweikert.

Matt Tully: They seemed to be pretty close from what I understand. They had spent, obviously, a lot of time together during the race, and, I guess that was 2010. So, they seemed to be pretty close. The congressman seemed to have a lot of trust in Oliver.
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1 Jeffrey Brown: Okay. You said Oliver's not ... policy isn't his background. Oliver's doing both political and official-side work for the congressman, right?

2 Matt Tully: Yes.

4 Jeffrey Brown: Okay. Do you know how they initially connected, the congressman and Oliver?

5 Matt Tully: My understanding, my recollection is ... Oliver had worked previously for the Club for Growth, and I think someone had recommended him, as a job, to be campaign manager.

9 Jeffrey Brown: Okay, and he's campaign manager on Representative Schweikert's first, well not first round but first successful round.

10 Matt Tully: I think, yeah, it was the 2010 campaign.

12 Jeffrey Brown: You described your relationship as friendly with Oliver. Can you tell me a little bit more-

14 Matt Tully: We get together every once in a while. We haven't hung out socially in a couple of years, it's more of a function of kids, and life and being busy ...

16 Jeffrey Brown: Okay.

17 Matt Tully: But like I said, we play squash every once in a while. Haven't played since this issue came up, but we see each other and chat every once in a while, see him if I stop by the office or something like that. I'd say, friendly but not necessarily close, close friends.

21 Jeffrey Brown: Okay. And you didn't know him before you ended up in Representative Schweikert's office?

22 Matt Tully: No.

24 Jeffrey Brown: Okay. Who's Beau Brunson?

25 Matt Tully: Beau was a legislative assistant we hired when we were getting the team ready in the end of 2010. When I became Chief of Staff, I elevated Beau to Legislative Director.

28 Jeffrey Brown: Did he do any work on the campaign side of things?

29 Matt Tully: No.
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Jeffrey Brown: Okay.

Matt Tully: That's my recollection.


Matt Tully: Ryan was an LC at some point. I think... He started as Staff Assistant, but bear in mind, I'm going back a long way. I think he started as a Staff Assistant, was promoted to LC somewhere along the way, but I couldn't remember the date. I know he was an LA. He may have become LA when Beau was moved up to LD. We tried to bring people that were with us, and promote from within. LC, LA kind of in that leg shop world.

Jeffrey Brown: How closely did you work with Beau and Ryan?

Matt Tully: Beau pretty closely. Beau was obviously a direct report, so talked to him a lot. Just in terms of obviously early on, guidance in terms of expectations of how the leg shop was supposed to run. Over time, we would try to be hands off so that LAs would have their portfolios, and they had their responsibilities. So, as long as they were doing what they needed to do, let them have the opportunity to, obviously, interact with the members, but give guidance as necessary.

Ryan, I didn't work as closely with. He was... I'm pretty sure he would have been LC, so it was mostly the mail, kind of QC-ing the mail, making sure we were responding in a timely fashion, editing letters, things of that nature.

Jeffrey Brown: You, at some point, leave Representative Schweikert's office. Can you walk me through the decision to depart?

Matt Tully: Sure, I guess kind of important context outside of just the office was I had gone to business school at night. So I had a desire to put that degree to use.

Jeffrey Brown: You had gone to business school at night while working for...

Matt Tully: For Congressman Shadid and Congressman Schweikert. So I had a desire to put that degree to some use, and I had different people approach me over the years, and... over years I was with the congressmen as well. The gentleman that hired me at Essent had reached out sometime in the spring of '11. I'm sorry '12, to talk about the opportunity and kind of had stayed in touch with him through the fall, went up to the office in Pennsylvania, and interviewed with the CEO and a number of other people. Went up again the following February, and ultimately got a job
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offer. There were a couple of different things that had been percolating out there that I had been looking at, but at that point, it felt like I had a good run, had enjoyed my time in the House, but wanted something that was a little more stable.

Having looked back at the '08 cycle, Mr. Dreier was okay, but we were nervous. No one really knew what was going to happen there. In '10, six months after I got to Congressman Shaddag's office, he announced he was retiring, so that kid of threw everything into a tizzy, and there was some stress there and obviously the primary in '12 was fairly stressful. So, it felt like, "Okay, I've had a good run. I got some things signed into law which was pretty cool I have this degree and would like to go do something with it in the corporate world." This just felt like the right opportunity for me.

Jeffrey Brown: Did the departure have anything to do with the fact that Oliver was Chief of Staff, and then he came back in that Senior Advisor role?

Matt Tully: No, no. Like I said, it was time for me. I felt like I had had my fun and my run. I didn't necessarily feel like I was being challenged as much. The job that I have now, this function didn't exist previously at the company. It's still a relatively young company, so it's the opportunity to go and build something, and also grow into other things in the corporate structure like I described earlier, and that was what I desired to do.

Jeffrey Brown: From Congressman Schweikert's office, just curious who you keep up with. You mentioned Oliver, how about Beau?

Matt Tully: I saw Beau, may have been a year ago. I actually saw him ... I was driving in one morning. I saw him on the street, and I emailed him was like, "Hey, what's going on? We should catch up." Again, I can't give you exact dates, it was a while ago. We had lunch. Kat Dimenstein, I've kept up with. I hired Kat. I think very highly of her. I think she is very smart. I actually encouraged her to come back from the Senate to take the LD job. I meet with her every once in a while.

Cami, I will butcher her last name, Lepire, reached out at one point just for career advice ... was looking for a new job. And given my tenure on the Hill, and when Mr. Shaddag announced he was retiring, went out on a lot of informational interviews, learned a lot from that process, and I always tried to mentor younger staff. So, she came to me for some advice about a specific job she was looking at, but in general just about how she should think about her career development and things like that.
Again, every once in a while. Katherine, probably informally, yeah a
couple of times here and there, a few formal office visits, either with our
trade group or individually, and a couple of coffees outside the office
every once in a while. Just again, career development, how are things
going. That kind of thing.

Jeffrey Brown: Ryan?

Matt Tully: Didn’t really keep in touch with him. Wasn’t really that close to him.

Jeffrey Brown: How about Dan Caldwell?

Matt Tully: Dan, I actually saw him at a Starbucks. He was in his car. I didn’t realize
he had moved here. After the campaign ended, and I went home, I maybe
went back to Phoenix one or two more times, and left after that. Then I
found out after because I sent Oliver, I tested him, and said, “Is Dan out
here now?” and he said, “Yeah, he is.” But didn’t really keep in close touch
with him.

Jeffrey Brown: So, it sounds like Oliver, Beau, Kat, Cami are the individuals that you
keep up with some more frequency?

Matt Tully: Yeah, and Katherine.

Jeffrey Brown: Katherine, excuse me.

Matt Tully: Kat and Katherine.

Jeffrey Brown: Okay, right.

Matt Tully: It was Katharina Dimenstein and Katherine Duvaneck.

Jeffrey Brown: Right, right, right. I don’t want ask you the last time you talked to every
one of those people, because I’m sure it would be difficult to remember, but have you talked to any of those folks since November of 2017?

Matt Tully: Yeah, yeah.

Jeffrey Brown: Okay. Have you talked to any of those individuals about the OCE’s
investigation?

Matt Tully: I got together with Kat. Just reached out and said, “Hey, how are you
doing? Is everything okay? Do you need anything?” That kind of thing,
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1 didn't really get into specifics about, as I can recall, about the
2 investigation, just, "You doing okay?" That kind of thing.

3 Jeffrey Brown: Well, let me back up then for a second. How did you first become aware
4 that the OCE was investigating either Representative Schakowsky or Oliver
5 Schwab?

6 Matt Tully: In the press. Someone forwarded it to me.

7 Jeffrey Brown: When you say, "Someone forwarded it to me," what are you referring to?

8 Matt Tully: A friend of mine said, "Hey, what's going on in the Schakowsky office?" It
9 was a Roll Call article or something, that's how I first learned about it.

10 Jeffrey Brown: And what was that article?

11 Matt Tully: The article ... I think it was the article about Oliver and the
12 reimbursements, and the travel, and some of those things.

13 Jeffrey Brown: Is it this article that I'm going to hand you a copy of? There's one for you.
14 Jim-

15 Matt Tully: Yeah, I think this is the one.

16 Jeffrey Brown: Okay.

17 Matt Tully: I said Roll Call, the Examiner.

18 Jeffrey Brown: This is roughly then November 2017?

19 Matt Tully: Yeah, probably-

20 Jeffrey Brown: Just going off the date of this article.

21 Matt Tully: Yeah, yeah.

22 Jeffrey Brown: Okay. Do you remember who forwarded that along to you?

23 Matt Tully: I think it was either Greg Mesack or Travis Johnson, two lobbyists at the
24 Eris Group that my trade association uses as an outside lobbying
25 consultant. Again, I could be wrong about that.

26 Jeffrey Brown: I guess ... aside from your attorney, because we don't want to get into
27 anything attorney-client privileged, who are the individuals who have

12
some affiliation with your office, with Representative Schweikert's office
that you have had discussions with about OCE investigations?

Matt Tully: I mean, I talked to-

Jeffrey Brown: You said Kat.

Matt Tully: Yeah, I mean I wasn't ... My recollection of the discussion wasn't about the
OCE investigation so much as it was just like, "Hey, how are you doing?"
I had encouraged her to go and be an LD, because I thought she was LD
material. I just wanted to check in and see is everything okay, "How are
you, personally??"

Jeffrey Brown: And that's shortly after you saw the-

Matt Tully: I think so, but I can't remember specifically. We would get together every
once in a while for coffee. I saw Oliver after this came out, we had lunch,
and speculation, "Where did this come from? Who was the source of the
complaint?" That sort of thing.

Jeffrey Brown: So, let me step you there. Tell me more about that conversation.

Matt Tully: It was basically, I had speculations about who was the source of the
complaint. Was it a former staffer? He speculated, I believe if my
recollection is, it was Beau. I thought maybe the Communications or the
former Communications Director, but I didn't know.

Jeffrey Brown: Who's that?

Matt Tully: Rachel Semmel.

Jeffrey Brown: Okay. So there's speculation about who's having conversations with Philip
Wegman, who's the author of this article.

Matt Tully: Yeah, either this article or OCE, I didn't really know where ... I assumed
this was the first thing, but I had no way of knowing.

Jeffrey Brown: When you and Oliver discussed this article, some of the allegations in the
article, what were his comments to you?

Matt Tully: I don't remember specifics. I think he speculated that it had been Beau,
and I really don't remember specifics beyond that.

Jeffrey Brown: Did he defend himself with respect to anything that was said in here?
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1  Matt Tully: I don't remember.
2  Jeffrey Brown: So, there's discussion about a trip out to Arizona and using MRA funds, did you talk about that?
3  Matt Tully: No.
4  Jeffrey Brown: Okay.
5  Matt Tully: No.
6  Jeffrey Brown: No discussions about use of the MRA during Super Bowl weekend?
7  Matt Tully: No, there may have been ... Trying to think again, goes back a couple of months now. I think the receipts or that the office supplies, things like that I remember a subsequent conversation I had with him, just said, "Hey, how's everything going?" He said, "Well, I submitted all of my receipts." This was probably two or three months ago.
8  Jeffrey Brown: Well, let's talk about that. Let's get the time frame down here. When's the first time you talked to Oliver about any of this?
9  Matt Tully: Probably November, December of last year.
10  Jeffrey Brown: It's sometimes shortly after this article comes out?
11  Matt Tully: Correct.
12  Jeffrey Brown: Okay. You have lunch?
13  Matt Tully: Mn-hm (affirmative).
14  Jeffrey Brown: Okay. You don't discuss any of the specifics of this article?
15  Matt Tully: Not to my recollection, no.
16  Jeffrey Brown: Okay, and he doesn't attempt to defend himself?
17  Matt Tully: I don't remember.
18  Jeffrey Brown: What do you remember about that conversation?
19  Matt Tully: We hadn't seen each other in a while, so it was catching up, "Hey, how's life?" Very informal lunch.

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1 Jeffrey Brown: Okay. I suspect he had some feelings generally about how life was going in light of-

2 Matt Tully: Yeah, it was like whatever it is what it is kind of reaction. He didn't seem overly concerned about it.

3 Jeffrey Brown: Did you guys discuss cooperating with the OCE?

4 Matt Tully: No.

5 Jeffrey Brown: Did you-

6 Matt Tully: Not to my recollection. I don't remember anything about OCE in that discussion.

7 Jeffrey Brown: Did he talk about hiring counsel or Representative Schweikert hiring counsel?

8 Matt Tully: I don't remember specifically, no.

9 Jeffrey Brown: So this is the first conversation, that's November, December time period. You discussed the matter again at some point?

10 Matt Tully: We would play squash every once in a while, we started playing again three or four months ago. every week, every other week. Just, "Hey, how's it going? How are you doing?" That kind of thing. He mentioned, "I submitted my receipts or paperwork," whatever it was related to some of the allegations around the spending.

11 Jeffrey Brown: Okay.

12 Matt Tully: At least, that was my interpretation of it.

13 Jeffrey Brown: Who did he submit those to?

14 Matt Tully: He didn't say, my assumption was OCE, but I don't know. We didn't get into detail, and I didn't really want to be in detail. It was more of a "Hey, how are you doing?" kind of a thing.

15 Jeffrey Brown: Does he know that you're here today?

16 Matt Tully: He does, he reached out to play squash, and he shot me a text. I texted him back and said, "Based on the advice of counsel, it's best that we not be in touch right now. I've been contacted by the OCE." I left it at that.

17

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Jeffrey Brown: Did he have a reaction to that?

Matt Tully: He sent me the information for Chris DeLacy at Holland. I think the first text was, "Oh no, that's too bad," that kind of a thing. Then he sent me a subsequent text that said, "You know current and former staff can use Chris DeLacy at Holland."  

Jeffrey Brown: What did he mean, current and former staff can use them?

Matt Tully: They had contracted with Holland and Knight to ... if you wanted counsel for these discussions, that you could reach out to them. By that point, I already knew that. Holland and Knight represents my company for LDA PAC work. Chris DeLacy actually handles our account. The account was being handed off right around the time you called actually, because Doug Drisk previously did that work, went back to Capitol Hill, so I already knew that.

Jeffrey Brown: Oh, okay.

Omar Ashmawy: Just to clarify, you already knew what? That Schweikert's office had contracted with Holland and Knight?

Matt Tully: That's correct.

Omar Ashmawy: About this this issue.

Matt Tully: Yes.

Omar Ashmawy: How did that come to your attention?

Matt Tully: Chris DeLacy told us, it was the same day that you called me. We were actually going to meet with Holland and Knight.

Jeffrey Brown: And you said, "they are representing" ... Holland and Knight is representing current staff? Who does Holland and Knight have their relationship with, the congressman or Oliver?

Matt Tully: I don't think it is with either is my understanding. I think it was set up for staffers.

Jeffrey Brown: That's sort of what I'm trying to get at. Set up for staffers by who?

Matt Tully: Again, my assumption is by the congressman or the campaign, but I don't know.
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1 Jeffrey Brown: Okay.

2 Jim Tyrrell: I think there was a... I think you mean that you don't know specifically,
3 and I've been trying to discuss with them. It's really about payment of
4 legal fees. Who's going to cover legal fees.

5 Jeffrey Brown: You, and again, I'm not trying to get into attorney-client issues here, but
6 you opted not to work with Holland and Knight.

7 Matt Tully: That's correct.

8 Jeffrey Brown: Why? Why is that?

9 Matt Tully: Because, they represent my company. If at some point, this became a
10 reputational issue or some other issues, the discussion was... What you
11 don't want to do is get into a legal representation relationship, find out
12 there's a conflict down the line, and then have to find new counsel. It'd be
13 better to have your own attorney from the get-go, and we just felt that the
14 smarter approach was establish relationship with someone outside Holland
15 and Knight given Holland and Knight's relationship with my company.

16 Jeffrey Brown: Okay. Let me back up a little. Oliver contacts you, and interrupt me at any
17 time if I get this wrong but, Oliver contacts you to play squash, or to try to
18 set up squash. You say to him, "I don't think we should be in contact on
19 advice of counsel." He then responds, and informs you about Holland and
20 Knight... is representing current and former staffers, is that-

21 Matt Tully: Correct.

22 Jeffrey Brown: Okay. These are written communications of some kind?

23 Matt Tully: Text message.

24 Jeffrey Brown: Text messages, okay. Do you still have those?

25 Matt Tully: I do.

26 Jeffrey Brown: Okay. Do you have any further conversations with Oliver after he advised
27 you Holland and Knight is representing-

28 Matt Tully: No, I think he texted me one other time after that and said that the OCE
29 deadline either had expired or was expiring soon. I hope we can play
30 squash again. I didn't respond to it.
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Jeffrey Brown: Okay, did he ever say anything about cooperating or not cooperating with the OCE?

Matt Tully: Not to my recollection, no.

Jeffrey Brown: So, he never... you never had any sort of conversation or discussion about the voluntary nature of the OCE's interview process.

Matt Tully: Not to my recollection, no.

Jeffrey Brown: When you... Let me jump back to the first time you met with Oliver after this article comes out. You said that's maybe like November, December 2017?

Matt Tully: Mm-hmm (affirmative).

Jeffrey Brown: Okay. Did Oliver mention anything about an OCE investigation?

Matt Tully: I don't recall.

Jeffrey Brown: At some point between these text messages that occurred fairly recently, and that November, December meeting, did Oliver mention an OCE investigation?

Matt Tully: Say that again. I'm sorry.

Jeffrey Brown: So, I'm trying to get the timeframe down here. We've got November, December lunch meeting with Oliver. That happens after allegations started swirling about improper use of MRA. Then there's a series of text messages that are exchanged more recently. Do you have a rough timeframe on when those were exchanged?

Matt Tully: The ones that I just described? That was within the last month.

Jeffrey Brown: Okay, in between those two timeframes, did Oliver ever mention anything about an OCE investigation?

Matt Tully: Not to my recollection, no. He may have, but I don't recall. I think one of the articles talked about an OCE investigation.

Jeffrey Brown: So, we talked about Oliver. We talked about Kat briefly. You said you reached out to Kat to see how she was doing. What sort of conversations did you have with Kat?
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1 Matt Tully: I had been in touch with her a lot over the years, just giving her advice, managing her own career, how I found success legislatively, and kind of managing the congressman and how he likes to get information, that kind of thing. She's getting married, so I know she's stressed about that too. So yeah, just kind of informal checking in. "Hey, how are you?"

6 Jeffrey Brown: Did she have a reaction to this article?

7 Matt Tully: I think she felt stressed, would be my recollection of it. I don't recall discussing this specifically.

9 Jeffrey Brown: Did she mention whether or not she believed or didn't believe any of the allegations in the article?

11 Matt Tully: I don't recall.

12 Jeffrey Brown: What kind of relationship does Kat have with Oliver?

13 Matt Tully: I... Seemed fine. I didn't see them interact all that much. So, hard for me to really know beyond just speculating.

16 Jeffrey Brown: Aside from Oliver and Kat, who else, aside from counsel, have you had discussions with about either the Examiner article or the allegations in it, or OCE's investigation?

18 Matt Tully: There's been people, friends that I know, people, "Hey, what's going on with your old boss?" When this was, there was this, and I think there may have been another article or two about that.

21 Jeffrey Brown: Let me limit it to current or former members of Representative Schweikert's office, congressional office.

23 Matt Tully: That I had talked to about the article?

24 Jeffrey Brown: That have either approached you, or you have approached them to discuss either the article or the OCE investigation.

26 Matt Tully: I can't think of anyone.

27 Jeffrey Brown: Have you talked to Beau?

28 Matt Tully: No.

29 Jeffrey Brown: Ryan?
Matt Tully: No.

Jeffrey Brown: Dun?

Matt Tully: No.

Jeffrey Brown: Katherine?

Matt Tully: I've seen Katherine. I don't recall discussing the article with her. It was a formal office visit.

Jeffrey Brown: Let's just make sure we're covering both bases. We've talked about the article, but the OCE investigation, who have you talked to about the fact that I, or the OCE, has reached out to you besides counsel?

Matt Tully: My parents, my wife, my in-laws, and a good friend of mine.

Jeffrey Brown: Who's the good friend?

Matt Tully: He's a friend of mine from college that lives in New York.

Jeffrey Brown: Unaffiliated with the Schweikert campaign?

Matt Tully: Yes.

Jeffrey Brown: Or office? Okay. Have you talked to ...

Matt Tully: Between that lunch, and squash and maybe stopping by the House office, five on the low side, 10 on the high side

Jeffrey Brown: Okay.

Matt Tully: Somewhere in there.

Jeffrey Brown: How would you, if you had to describe your and Oliver's relationship today, how would you describe it?

Matt Tully: I think I said earlier, we're friendly, we're not close friends. We see each other every once in a while for squash, but we don't talk that much beyond seeing each other when we play.
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Jeffrey Brown: I'm going to switch gears a little bit. Were you ever employed by any campaign or PAC affiliated with Representative Schweikert?

Matt Tully: No.

Jeffrey Brown: Did you ever volunteer?

Matt Tully: For the campaign?

Jeffrey Brown: Yeah.

Matt Tully: Yeah, in my capacity as Chief of Staff, typical of what you see with most Chiefs, obviously, you liaise between the campaign, mostly for administrative things. Obviously, there's a lot of fundraising that comes along with that type of position, so help with fundraising activities, both here and Washington, and in Arizona during the campaign.

Jeffrey Brown: Why'd you say, in relation to your Chief of Staff responsibilities?

Matt Tully: Well, typical role for Chief of Staff on the Hill is to have some type of liaison relationship with the campaign.

Jeffrey Brown: Who are you liaising with on the campaign?

Matt Tully: Well, Dan Caldwell was the Campaign Manager. We had a Washington-based fundraiser, Erica Crocker, and a Arizona-based fundraiser, Lauren Pemberton.

Jeffrey Brown: Okay. I'm just looking at your LinkedIn. It says "managed Washington and Arizona fundraising efforts through solicitations of political action committees and individual donors." Is that an accurate representation of what you were doing for the campaign?

Matt Tully: Mm-hmm (affirmative).

Jeffrey Brown: Okay.

Matt Tully: Obviously in my free time.

Jeffrey Brown: And, you're a volunteer?

Matt Tully: Correct.

Jeffrey Brown: You were never compensated for this work?
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1 Matt Tully: No.

2 Jeffrey Brown: Okay. These fundraising efforts occurred during what time frame?

3 Matt Tully: I would say through the better part of 2012. Through the campaign and after, through when I left.

4 Jeffrey Brown: Okay, so-

5 Matt Tully: I would say beginning of 2012 until when I left would probably be an accurate time frame.

6 Jeffrey Brown: Beginning of 2012, and that ... I think I'm correct in saying, you're still deputy Chief of Staff-

7 Matt Tully: Legislative Director.

8 Jeffrey Brown: ... sorry, Legislative Director.

9 Matt Tully: Yeah.

10 Jeffrey Brown: So, some of these fundraising efforts begin while you're still LD?

11 Matt Tully: Correct.

12 Jeffrey Brown: Did you have a title on the campaign side of things?

13 Matt Tully: I did not.

14 Jeffrey Brown: What PACs are you involved with? Let me put it this way, are you involved with a Representative Schweikert affiliated PAC or are you soliciting contributions-

15 Matt Tully: Soliciting contributions from PACs.

16 Jeffrey Brown: Who else did you liaise with on the campaign side of things? You said Dan Caldwell, who else?

17 Matt Tully: There was one of the guys, Garrett Archer, came over from the official office and helped out on the campaign. Obviously the congressman, and his wife, because they monitor the accounts. The campaign treasurer, Valerie Girambek, I butcher her last name. Those are the ones that immediately come to mind.
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Jeffrey Brown: How successful are these fundraising efforts?

Matt Tully: Well, I mean, I was a kid from New Jersey out in Arizona, so I didn't know a lot of people. We did our best to raise individual dollars. I was probably more successful on the PAC side, because it's more DC based, and knew more people here.

Jeffrey Brown: How much time are you spending out in Arizona?

Matt Tully: I came back and forth. Through, mostly I would say April, May through the primary, on again, off again.

Jeffrey Brown: Are you out there solely for campaign work, are you out there for campaign and official activity?

Matt Tully: Campaign and official, yes, put in, obviously, the minimum required hours. Often times, more than the minimum, obviously I was familiar with the rules and regs around that, but then be the, again, the liaison to the campaign. There were debates, there were fundraising efforts, managing the schedule, trying to keep morale up on the team, things like that.

Jeffrey Brown: I think you mentioned Garrett, Valerie, Dan... So, Dan and Garrett are both congressional... they had official side congressional duties.

Matt Tully: Correct.

Jeffrey Brown: Was there anybody else that was besides yourself, Dan, Garrett, Oliver, who are congressional employees, or former congressional employees that are working on the campaign?

Matt Tully: I can't think of anyone. I think I mentioned earlier Rachel Semmel was out towards the end. She was our Communications Director.

Jeffrey Brown: Okay.

Matt Tully: But again, that was on the official side... I guess your question is people that-

Jeffrey Brown: People who are affiliated with the official and the campaign.

Matt Tully: Not that I can think of. Dan, we put him on... my recollection is, we put him on leave. May have done the same with Garrett, although it's going back so far, I don't remember specifically. We were pretty clear, we,
Jeffrey Brown: Let's talk about Oliver's decision to separate from the congressional office, how did that come about?

Matt Tully: I recall him saying, "I want to do a Super PAC to come out on the congressman's behalf. I have to take leave to go do that." That was it. I don't remember a lot of discussion about it.

Jeffrey Brown: How did he get connected ... What's the Super PAC?

Matt Tully: What's a Super PAC?

Jeffrey Brown: What's the Super PAC that he connected with?

Matt Tully: Oh. I think it was called National Horizon.

Jeffrey Brown: How does he get connected with National Horizon?

Matt Tully: I thought he started it.

Jeffrey Brown: Okay. Do you know anyone else who was involved with-

Matt Tully: No.

Jeffrey Brown: Can you tell me anything about what National Horizon is, besides it's a Super PAC?

Matt Tully: That was probably the extent of my knowledge.

Jeffrey Brown: Is it formed in 2012?

Matt Tully: I believe so.

Jeffrey Brown: Okay, do you know what Oliver's role was there?

Matt Tully: He ran it.

Jeffrey Brown: He ran it. Do you know who David Satterfield is?

Matt Tully: David who?

Jeffrey Brown: Satterfield.
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Matt Tully: Name's not familiar. I do not recall that name.

Jeffrey Brown: In the time leading up to Oliver's departure as Chief of Staff to go work at National Horizon, what sort of campaign or fundraising role is he playing?

Matt Tully: He was doing similar things as I described earlier; the PAC fundraising and individual fundraising back in Phoenix.

Jeffrey Brown: How much time is he spending on that?

Matt Tully: I don't know.

Jeffrey Brown: Okay. Is he... Just to be clear, I'm talking about the 2012, I guess May 2012 and earlier. Is he full-time in the congressional office?

Matt Tully: Yeah, he was in the office, and then he would leave to go do calls.

Jeffrey Brown: Okay.

Matt Tully: As is typically the case.

Jeffrey Brown: How much time did he spend in Arizona leading up to May 2012?

Matt Tully: It would only be speculation. I think he was back and forth, but I couldn't put kind of a hard parameter on it.

Jeffrey Brown: Why does Oliver decide to go to work with National Horizon as opposed to joining the Schweikert campaign?

Matt Tully: I don't know.

Jeffrey Brown: You guys never had any conversations about that?

Matt Tully: I mean... I think he felt like that's how he could most help David be successful in the race, is my recollection.

Jeffrey Brown: While he's at National Horizon - so during this three month or so period that he takes leave from the congressional office - how frequently are you in contact with Oliver?

Matt Tully: Not very frequently at all. Maybe saw him once or twice when we were... if our paths crossed in Phoenix, but not that frequently.

Jeffrey Brown: And where's he working from when he's working at National Horizon?
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1 Matt Tully: I don’t know.

2 Jeffrey Brown: Is he in Arizona?

3 Matt Tully: I believe so, but I don’t know.

4 Jeffrey Brown: Did you ever see him in the district office?

5 Matt Tully: No.

6 Jeffrey Brown: I think at this point, we’ve probably established there’s some individuals who worked on the official congressional side - yourself, Dan, Garrett, Oliver - who then also had some affiliation with, if not the campaign, Representative Schweikert’s re-election activities. So I’m curious what sort of controls are in place to make sure that official side work stays official and campaign work stays with the campaign?

12 Matt Tully: I was very clear when I became Chief that to the extent that people wanted to help, they were welcome to, but it was not mandatory, and we should remain focused on the official duties, both in Washington and in the district, and deliberately tried to limit the number of people who were even out in Phoenix from the official office. So, Rachel came out. I recall Cassi was one of our LAs, came out for a little while. She had family in Phoenix, so she was out for that and would work out of the district office, then come over to the campaign on her free time. To this extent I had control to me, I made it very clear, official, we need to be focused whether it was case work, whether it was legislative issues, responding to mail, things like that. The work still needs to go on.

23 Jeffrey Brown: Did that same sort of clarity exist when Oliver was Chief of Staff?

24 Matt Tully: In terms of the-

25 Jeffrey Brown: Separation between campaign and official work.

26 Matt Tully: I think so. I mean, in some sense, it’s hard because there wasn’t a real campaign while he was there. I mean, the campaign got up and running in 2012.

29 Jeffrey Brown: Well, so then let’s talk about that, 2012.

30 Matt Tully: Mm-hmm (affirmative).
Jeffrey Brown: There's campaign activity occurring from the start of 2012, is that fair to say?

Matt Tully: My recollection, it picked up, probably, March time frame.

Jeffrey Brown: So, between March and May, he's Chief of Staff, and he's also handling campaign responsibilities.

Matt Tully: I don't know what he was doing on the campaign up and to that point.

Jeffrey Brown: Let's go there. You said Oliver was involved in fundraiser activities, much like you were. Can you elaborate on what Oliver is doing between March and his decision in May 2012 to go to the Super PAC?

Matt Tully: He was doing his job as Chief of Staff.

Jeffrey Brown: On the campaign side. What's he doing on the campaign side?

Matt Tully: I don't know.

Jeffrey Brown: Are you guys coordinating at all? You and Oliver, are you doing the same sort of fundraising work?

Matt Tully: I was, again, occasionally helping with fundraisers here in Washington, mostly attending, sometimes making calls.

Jeffrey Brown: Is he doing those same things?

Matt Tully: Yes.

Jeffrey Brown: Does he have any added or additional responsibilities as Chief of Staff?

Matt Tully: Not as far as I know.

Jeffrey Brown: Did anyone on Representative Schweikert's staff ever perform any campaign work in the congressional office?

Matt Tully: Not to my recollection, no.

Jeffrey Brown: You never saw anybody doing anything campaign related?

Matt Tully: I don't think so, no.
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1 Jeffrey Brown: So, where are congressional staffers like you or Oliver or Dan, where are you performing the campaign duties?

3 Matt Tully: There was a campaign office in Phoenix.

4 Jeffrey Brown: How about when you're in DC?

5 Matt Tully: Typically, if I was making phone calls, I'd go over to the Capitol Hill Club or the NRCC, or sometimes from my home.

7 Jeffrey Brown: So, we've spoken to some other individuals who've indicated that Oliver would perform campaign or fundraising activities in the congressional office, be that DC or the district office. Did you ever see Oliver performing any campaign activities?

11 Matt Tully: I don't recall witnessing any, no.

12 Jeffrey Brown: Okay, you ever see him make or receive any fundraising calls in the congressional office?

14 Matt Tully: It's hard to know, right? Someone's on the phone, how would you know?

15 Jeffrey Brown: Do you have any specific recollections of him doing that?

16 Matt Tully: No.

17 Jeffrey Brown: No?

18 Matt Tully: Of him making or receiving ... do you mean like get on the phone and say, "Come to this event or give us money."

20 Jeffrey Brown: Sure.

21 Matt Tully: I don't have any specific recollection, no.

22 Jeffrey Brown: How about writing or sending fundraising-related emails in the congressional office?

24 Matt Tully: How would I know what he's ... unless I was standing over his shoulder looking at-

26 Jeffrey Brown: Did he ever ask you to proofread, or take a look at any campaign-related materials that he's working on?
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1 Matt Tully: Not to my recollection, no.
2 Jeffrey Brown: How about meetings? Ever have any meetings with anyone about fundraising issues or campaign issues while he's in the congressional office?
3
4 Matt Tully: Not to my recollection. I think at one point, I recall, the congressman's pollster came to the office and talked to some poll things, just some results they had gotten from being in the field. That's probably the closest.
5
6 Jeffrey Brown: And those are ... the pollster is a campaign employee?
7 Matt Tully: Employee or vendor.
8 Jeffrey Brown: Okay, but Oliver and this pollster, are they discussing something in their official capacity or campaign related?
9
10 Matt Tully: They would have been in the political capacity.
11 Jeffrey Brown: This is happening where in the House?
12 Matt Tully: In the congressman's office.
13 Jeffrey Brown: Okay. Any other meetings you recall Oliver having with anybody in either the congressional office or the district office about anything political?
14 Matt Tully: Not that I can recall, no.
15 Jeffrey Brown: How frequently is he, Oliver, leaving ... scratch that. I'm just going to quote an individual who we spoke to, and I'd just like to get your reaction to the quote. This individual said, that the majority of his time, meaning Oliver's time, as Chief of Staff, Oliver was focused on campaign work. I'm just curious if you have a reaction to that statement.
16
17 Matt Tully: It's hard to qualify what is majority and ... I didn't keep tabs on his calendar.
18
19 Jeffrey Brown: Okay.
20 Matt Tully: I think he did a lot phone calls. He was gone a fair amount.
21 Jeffrey Brown: What do you mean gone a fair amount?
22 Matt Tully: Off making political phone calls outside the office.
23
24
25
26
27
28
Jeffrey Brown: Let me read you one other thing. This is a quote. "He (Oliver), was relatively open about what he was doing, and would come back to the office saying, 'I just got a donation from this person' or 'was just at the Capitol Hill and met with these folks who committed to donate X amount.' Then there was times when we were asked to proofread campaign emails that were going out. So Oliver, in my opinion, didn't try to hide what he was doing. He was pretty open about his activities." Do you have a reaction to that?

Matt Tully: I don't recall being asked to proofread campaign emails.

Jeffrey Brown: Was he pretty open about-

Matt Tully: He was open about fundraising and what he had been up to, and who he had raised money from.

Jeffrey Brown: And those were conversations that you would have with Oliver or Oliver would have with other staffers in the congressional office?

Matt Tully: I mean, he and I, obviously, spent time outside the office together, so I recall some of it happening there. It could have happened in the official office, I don't have specific recollections.

Jeffrey Brown: You don't have recollections about Oliver making any campaign or fundraising-related comments in the congressional office?

Matt Tully: Not specifically, no.

Jeffrey Brown: Would he ever gather individuals from the congressional office, in the congressional office, who were also working on the campaign, and meet with them? Talk to them about fundraising or campaign-related activity?

Matt Tully: I don't think so, but I don't know how that would have happened. You mean like in the DC office or-

Jeffrey Brown: Yeah, or the district office.

Matt Tully: I don't see . . . if it was in the district, he and I weren't out there really, ever together to my recollection, so I wouldn't be aware of it. Beyond the official thing at the DC fundraiser, there was no one else, really, from the campaign here in Washington.

Jeffrey Brown: Did you ever see Oliver or Representative Schweikert direct any congressional staffers to perform any sort of campaign work?
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1 Matt Tully: No, not to my recollection.

2 Jeffrey Brown: Do you remember any congressional staffers preparing memos, or talking points, or reports of any kind in the congressional office in anticipation of a fundraiser or some sort of campaign-related activity?

3 Matt Tully: I think we had questionnaires and different things, how did you vote on this, or what's your view on that, and I believe that was permissible under the rules.

4 Jeffrey Brown: How about more specifically, congressman's going to a fundraiser, congressman's going to a meet and greet with industry later in the day and a staffer asked to prepare talking points in anticipation of that meeting. A congressional staffer, I should say.

5 Matt Tully: Yeah, I don't recall any of that. The congressman was fairly independent when it came to stuff like that. So, I don't recall him ever asking for anything like that.

6 Jeffrey Brown: Do you recall any congressional staffers being asked to prepare any policy-related research or talking points in anticipation of the Schweikert-Quayle, I guess debate, or quasi-debate? That would have been around March 2013.

7 Matt Tully: There may have been, but I don't have specific recollection.

8 Jeffrey Brown: Why do you say there may have been?

9 Matt Tully: Well, I mean, there may have been, back ... I remember there was a debate, again I'm going back a far way, there was a debate, it was at the Scottsdale Plaza. It was a company. The Central Arizona Project or something where there, I think it was a natural resources issue or something, it could have come up, but I don't have specific recollection.

10 Jeffrey Brown: You remember a policy memo that was prepared in advance of the Quayle debate on the NDAA?

11 Matt Tully: Yeah, that rings a bell. Maybe Beau did something.

12 Jeffrey Brown: Yeah, why does that ring a bell?

13 Matt Tully: Just Beau, I remember him sending different vote... things, how the congressman had voted on something or how congressman Quayle had voted on something. I don't know why it rings a bell. It rings a bell.

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1 Jeffrey Brown: And this would have been information and materials in preparation for the
2 Quayle- Schweikert debate?
3 Matt Tully: Yeah, I think that sounds right.
4 Jeffrey Brown: Do you know, did Beau volunteer to do that stuff? Was Beau a volunteer
5 on the campaign?
6 Matt Tully: I don't believe he was ... He wasn't volunteering on the campaign. He
7 wasn't out there during the primary. To the best of my recollection, he
8 liked pulling information together and doing research. I think it was
9 voluntary, but I can't know for sure.
10 Jeffrey Brown: I just want to get your reaction to, we spoke with a staffer who described it
11 as sort of a wank and a nod scenarios where they're asked to prepare
12 materials in their official congressional capacity, but everybody knew it
13 was going to be used later for fundraising or campaign activities. Did you
14 ever see that happening?
15 Matt Tully: Not to my recollection, no.
16 Jeffrey Brown: Okay. If a staffer told us that they had spent approximately, maybe 20% of
17 their time in an election cycle, this is an official congressional staffer,
18 handling campaign work, would you have a reaction to that?
19 Matt Tully: Twenty percent of their official time?
20 Jeffrey Brown: Yeah.
21 Matt Tully: That sounds like a lot.
22 Jeffrey Brown: Did you ever see, again, have you seen that happen in any way? An
23 official congressional staffer asked to do research for campaign or
24 fundraising activities?
25 Matt Tully: Not to my recollection, no, and as I said earlier I tried to draw a pretty firm
26 line between, at least when I was Chief, between the two activities.
27 Jeffrey Brown: Along those lines, could staffers decline to work on the campaign if they
28 chose?
29 Matt Tully: Of course.
30 Jeffrey Brown: When you were Chief of Staff?

COE.SCHWEIKERT.004828
Matt Tully: Yes.

Jeffrey Brown: What about when Oliver was Chief of Staff?

Matt Tully: I don’t know. There wasn’t really much of a campaign apparatus, at least until we knew about the primary was sometime in the beginning of 2012.

Jeffrey Brown: Would Oliver or Representative Schweikert looked unfavorably on somebody who didn’t assist with campaign activities if they asked?

Matt Tully: That would be speculation on my part.

Jeffrey Brown: Okay, you never saw that?

Matt Tully: I didn’t, no.

Jeffrey Brown: We’ve talked about how you were involved in the campaign, and that’s 2011. Well, we’ve talked about how you were in Representative Schweikert’s congressional office, that started in January 2011.

Matt Tully: Correct.

Jeffrey Brown: You also assisted with campaign-related activities. It sounds like that didn’t really start until a couple of months into 2012.

Matt Tully: Yeah, some point in 2012.

Jeffrey Brown: Did you have any familiarity with the congressman’s prior runs for Congress?

Matt Tully: Just what I had read about, when I was talking to him initially.

Jeffrey Brown: Yeah. Were you aware that he, personally, loaned his campaigns over $500,000?

Matt Tully: Yes.

Jeffrey Brown: How did you become aware of that?

Matt Tully: I think Oliver had mentioned it.

Jeffrey Brown: In what context?
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1  Matt Tully: Just that David had loaned himself money, and may or may not do it again depending on how the primary played itself out.
2  Jeffrey Brown: So, this is a conversation you’re having at some point in the 2012 election cycle?
3  Matt Tully: Yeah.
4  Jeffrey Brown: Let me put it this way, that’s a lot of money it seems like.
5  Matt Tully: Mm-hmm (affirmative).
6  Jeffrey Brown: You understood these to be personal loans that the congressman had made to his campaign?
7  Matt Tully: Yeah, at a very high level, I wouldn’t say that I knew details.
8  Jeffrey Brown: Did you understand where those monies came from?
9  Matt Tully: I knew he had funds from what he had done before he came to Congress, from some of his work in the real estate world, but I didn’t know specifics.
10 Jeffrey Brown: Well, walk me through that a little bit, because he’s an elected official in Arizona, I believe, up until 2007, but then between 2007 and his ultimate election in 2010, starting 2011, what are you understand him to be doing?
11 Matt Tully: He had run, as far as I knew, and he was very open about what he had done, he ran funds, where he raised money from different investors to buy homes that were in foreclosure, fix the homes up and rent them out. Single family rental business.
12 Jeffrey Brown: Do you know what the companies were that he was doing this work through?
13 Matt Tully: I knew there was some company he had that was called Sheridan Equities.
14 Jeffrey Brown: Okay, what-
15 Matt Tully: It was on his door at his former home, but that’s really the extent of what I knew about it.
16 Jeffrey Brown: And did you understand that to be a profitable business for him?
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Matt Tully: He described it as profitable. It came up, obviously, in the context of being on the Financial Services Committee, and understanding real estate and real estate markets.

Jeffrey Brown: Okay, at some point he does loan his campaign more money.

Matt Tully: Mm-hmm (affirmative).

Jeffrey Brown: What's your recollection of that?

Matt Tully: It was towards the end of the campaign. My recollection is surprise. I thought we were up in the polls and didn't necessarily know why it needed to be done, but I was not really... We weren't looped into those decisions.

Jeffrey Brown: And you say we weren't looped into those decisions?

Matt Tully: I mean myself. I don't know how others on the campaign knew about it, I don't recall being consulted in any way.

Jeffrey Brown: I can show you these, but I'm also just happy to explain that in December, it's December 25th of 2011, Representative SchweiKert makes a $100,000 personal loan to his campaign. What's going on in the campaign in December 2011 that prompts that.

Matt Tully: I don't know.

Jeffrey Brown: You don't know? You're involved in the campaign in December of 2011, right?

Matt Tully: You say involved in the campaign. I'm in Washington, I may help with fundraising or go to fundraising events, but...

Jeffrey Brown: But you're not... you don't have any awareness of this donation, or this, excuse me, loan?

Matt Tully: I may have been aware that it happened, but not awareness of the decision.

Jeffrey Brown: Did you and Representative SchweiKert ever discuss it?

Matt Tully: Not to my recollection, no.

Jeffrey Brown: Did you and Oliver ever discuss it?
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1 Matt Tully: Again, not beyond Oliver saying that the congressman may loan himself money.

2 Jeffrey Brown: Okay, and why did he say he may loan himself money? Was there some concern that the campaign wasn't going to have sufficient funds?

3 Matt Tully: Probably, my assumption would be optics to make it look like you have a lot of money in the bank, but that's speculation.

4 Jeffrey Brown: How about late August 2012, what's the financial state of the campaign at that point?

5 Matt Tully: I know we were going through money quickly. There's a lot of ads, and we were kind of close to the end.

6 Jeffrey Brown: So, we're talking about an August 22, 2012 $130,000 loan. Did you ever have any discussions with the representative about that loan?

7 Matt Tully: Not to my recollection, no. That was pretty much kind of walled off from my world.

8 Jeffrey Brown: Walled off, who's on the other side of that wall?

9 Matt Tully: I mean, that was the congressman's personal finances, and we didn't really discuss it to my recollection.

10 Jeffrey Brown: The $130,000 donation gets them traction in the press, do you remember that?

11 Matt Tully: I didn't at the time. But Chris DeLacy had mentioned when we were talking to him that there was some speculation this may be related to a blog post, he shared the blog post with me.

12 Jeffrey Brown: Is he talking about the Political Mafioso?

13 Matt Tully: Yes. I'm sure when I saw it, I read it when it came out, but it didn't immediately jog any memories.

14 Jeffrey Brown: Are you aware of Representative Schweikert to ever taking out loans from a bank to fund his campaign?

15 Matt Tully: Not to my recollection.

COE.SCHWEIKERT.004832
Jeffrey Brown: Okay, well let me go back to the $130,000 loan. Actually before I do that, what else did Chris mention about the investigation?

Jim Tyrrell: I'm not sure, kind of in anticipation of his being your counsel maybe, covered under attorney-client privilege.

Matt Tully: Yeah.

Jeffrey Brown: Was this ... I don't want to get into something if it is privileged, but had you been discussing with Chris at this point of time, whether or not he would be your counsel?

Matt Tully: Yes.

Jeffrey Brown: So this is a conversation you had with Chris about whether or not he would represent you?

Matt Tully: Correct.

Jeffrey Brown: The $130,000 donation, this occurs in August ... August 22, 2012. That's right before the primary, am I correct?

Matt Tully: Yes.

Jeffrey Brown: You mentioned that these decisions are sort of walled off; the congressman is involved in this decision, his wife is involved in this decision, anyone else?

Matt Tully: I don't know.

Jeffrey Brown: Okay. Was there ever any discussion amongst campaign employees about why he's deciding to loan the campaign $130,000?

Matt Tully: Not to my recollection, no.

Jeffrey Brown: Do you remember any media or Quayle pieces about, you know, this is the $130,000 question, why is Representative Schweikert loaning himself all this money if he's saying he's so far up in the polls?

Matt Tully: Yeah, I mean, that vaguely sounds familiar.

Jeffrey Brown: Did you have any understanding or any speculation about where this $250,000 that he contributes, or loans to the campaign in less than nine months, do you have any idea where that money's coming from?
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1 Matt Tully: Again, knew he had various funds that he, from the private sector and how he had made money in the single family rental business, but no real depth of knowledge.

4 Jeffrey Brown: Did anybody ever tell you that this was money he'd earned in relation to Sheridan, or one of the businesses that he ran?

6 Matt Tully: Did anyone tell me?

7 Jeffrey Brown: Right, or is that speculation?

8 Matt Tully: Speculation on my part... he's said that's how he made his money.

9 Jeffrey Brown: In real estate?

10 Matt Tully: Yeah.

11 Jeffrey Brown: Okay. So you don't know if this money's coming from savings, or sale of a property or liquidation of some sort of retirement fund?

13 Matt Tully: No.

14 Jeffrey Brown: Did Oliver Schwab, did he ever loan Representative Schweikert or his campaign any amount of money?

16 Matt Tully: I don't know.

17 Jeffrey Brown: Do you ever recall ever hearing anything about Oliver loaning any money to Representative Schweikert or the campaign?

19 Matt Tully: No, I don't recall that.

20 Jeffrey Brown: Did you and Oliver ever discuss moneys that he gave to Representative Schweikert or the campaign that he was not paid back?

22 Matt Tully: I'm trying to remember. I don't think so, but I don't recall. Like reimbursement money?

24 Jeffrey Brown: Well, let me see if I can jog your memory a little bit. One staffer explained to us that, "Oliver expressed on several occasions that he did things for the campaign, and David owed him thousands of dollars that he had personally put out for different things." Another person said, "At one point, I was told that he, Oliver, donated or he'd loaned the campaign a relatively significant amount." And we were told by another, "Oliver did
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occasionally complain that David owed him money. I do remember a couple of times he brought up in excess of $30,000. Does that jog your memory at all?

Matt Tully: I know Oliver was employed by the campaign, obviously, previously. I don't know if there was a dispute about payment. I remember Oliver saying he worked really hard in 2010, and felt like he was owed a lot for the efforts, and how much he raised, but the $30,000 number doesn't sound familiar.

Omar Ashmawy: Well, let's not focus so much on the number 30,000, but have you heard from anybody that the congressman owed Oliver money?

Matt Tully: Not to my recollection, no.

Jeffrey Brown: You never had a discussion with any staffer, either while you were in the office or since you've left, about Oliver loaning or being owed money by Representative Schweikert or his campaign?

Matt Tully: Not to my recollection, no.

Jeffrey Brown: Do you recall any campaign donors being given favorable treatment by either Oliver or Representative Schweikert?

Matt Tully: You mean favorable treatment in what way?

Jeffrey Brown: Any way, Oliver and/or Representative Schweikert do anything special for campaign donors?

Matt Tully: People would come for Dome tours and things like that, I think the assumption was some of those people were helpful.

Jeffrey Brown: How about this, do you ever recall an individual seeking grant funding for research in Africa?

Matt Tully: I do not recall that, no.

Jeffrey Brown: He made a donation, and then he was brought in for a meeting, then the congressman sent letters in support?

Matt Tully: I don't recall that. I didn't handle foreign affairs, so-

Jeffrey Brown: Whose portfolio was foreign affairs?
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1 Matt Tully: Cassi’s maybe?
2 Jeffrey Brown: Okay.
3 Matt Tully: That’s going back a ways.
4 Jeffrey Brown: Do you know… who’s Ana Schwab?
5 Matt Tully: Oliver’s wife.
6 Jeffrey Brown: Okay. What sort of relationship did she have with Congressman Schweikert’s office?
7
8 Matt Tully: She came by on occasion. She worked at… I believe she was working for Congressman Gossar for a while. Then she was working at the NRCC, so…
9
10 Jeffrey Brown: Was she a lobbyist at some point? Did she ever work for Fox Rothschild or Best Best & Kroll, does that ring a bell?
11
12 Matt Tully: Yeah, that was after my time.
13 Jeffrey Brown: Okay. So when you’re in Representative Schweikert’s office, she’s not engaged in any lobbying activities?
14
15 Matt Tully: No. I’m fairly certain that she was at the NRCC.
16 Jeffrey Brown: Are you familiar with a company called Firetrace?
17
18 Matt Tully: Yes, I’ve heard that name.
19 Jeffrey Brown: What’s Firetrace?
20
21 Matt Tully: This defense company. I think their technology was something that went on military vehicles like Humvees and tanks, that if there was an IED explosion or something, it was like a rapid extinguisher. It would detect it, and put it out.
22
23 Jeffrey Brown: Fire suppressant systems?
24
25 Matt Tully: Yeah.
26 Jeffrey Brown: Did you ever meet anybody at that company?
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1 Matt Tully: Perhaps in passing. I didn’t handle defense issues.
2 Jeffrey Brown: Whose responsibility was that?
3 Matt Tully: I think Beau did defense.
4 Jeffrey Brown: Anybody else?
5 Matt Tully: Ryan, actually Ryan may have been the foreign ... Well, Ryan was the LC. Trying to remember who did, I think Defense and Foreign Affairs, well, defense was Beau. I think Foreign Affairs was Cassi. Yeah, I...
6 Jeffrey Brown: Do you know if anybody at Firetrace was a donor to Representative Schweikert?
7 Matt Tully: I think so, Teddy Eynon, I believe was their lobbyist coming by the office. I wouldn’t be surprised to learn that they were donors.
8 Jeffrey Brown: Did Teddy and Oliver have a relationship?
9 Matt Tully: Yeah, I think they were friendly, but hard for me to know.
10 Jeffrey Brown: Do you know how they knew each other?
11 Matt Tully: I do not know.
12 Jeffrey Brown: Financial disclosures. Did you ever assist Representative Schweikert with his financial disclosures?
13 Matt Tully: No, not to my recollection.
14 Jeffrey Brown: Who assisted the Representative in compiling those?
15 Matt Tully: I think he and his wife did it. I recall his Executive Assistant, his Deputy Chief of Staff, Susan Marshall, I remember her being very vigilant about getting everything filed on time, because when I was Chief of Staff I had to do one as well. But my recollection is that the Congressman and his wife handled that.
16 Jeffrey Brown: You don’t remember any staffers being involved?
17 Matt Tully: I do not, no.

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Jeffrey Brown: Is there anything that we haven't talked about today that you thought we were going to talk about?

Matt Tully: No.

Jeffrey Brown: Okay.

Matt Tully: We covered a lot.

Jeffrey Brown: Is there anything that we haven't discussed that you feel like it would be appropriate to discuss before we end this session?

Matt Tully: No, obviously we're going pretty far back, and memory, feel like we've covered a lot of ground.

Jeffrey Brown: Omar, did you have any final questions?

Omar Ashrawy: Have you ever talked to Phil Wegmann?

Matt Tully: To who?

Omar Ashrawy: Phillip Wegmann?

Matt Tully: I don't think I know who that is. That's this guy?

Omar Ashrawy: Right.

Matt Tully: No.

Omar Ashrawy: Sort of a very minor question, when you were assisting with fundraising for Congressman Schweikert, did you have a quota that you had to reach?

Matt Tully: No, not that I recall, no.

Omar Ashrawy: There wasn't sort of a set amount of money that you were expected to raise?

Matt Tully: We were just trying to raise as much as we possibly could.

Omar Ashrawy: I figured.

Matt Tully: Yeah.

Omar Ashrawy: Is Congressman Schweikert or Mr. Schwab paying your legal fees?

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1 Matt Tully: It sounds like, I believe they are, but I don't-

2 Jim Tyrrell: My understanding is the campaign is in agreement to handle current staff
3 and former staff. That's my understanding, but I'm still trying to figure that
4 out exactly.

5 Omar Ashmawy: That's all I have.

6 Jeffrey Brown: Anything else before we close?

7 Matt Tully: Not that I can-

8 Omar Ashmawy: The question we always ask is, knowing everything you know, if you were
9 on this side of the table, is there anything we haven’t asked you about that
10 you think would be relevant to our discussion tonight?

11 Matt Tully: Yes, it was a long time ago, so memories fade. We've covered a lot of
12 ground. I can't think of anything else.

13 Omar Ashmawy: Okay.

14 Jeffrey Brown: Okay, thank you for your time Matt.

15 Matt Tully: Okay.
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ERRATA SHEET

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This errata sheet is submitted subject to 18 U.S.C. § 1001 (commonly known as the False Statements Act).

Witness Name: Matthew Jolly
Witness Signature: [Redacted]
Date: 7/11/18

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EXHIBIT 2
Transcript of Interview of
“Former Legislative Director”
January 31, 2018
Subject to the Nondisclosure Provisions of H. Res. 895 of the 110th Congress as Amended

Jeff Brown: All right. I've got the recorder on here. This is Jeff Brown with the Office of Congressional Ethics. With me is Paul Solis. We are in the Office of Congressional Ethics conference room. Before us is "Former Legislative Director". It is January 31st, 2018. It's about 2:55 P.M. "Former Legislative Director" has been provided with a copy of the false statements warning and signed the acknowledgement form, and with that, we will get started.

All right, "Former Legislative Director", you were previously employed in Representative Schweikert's office, is that correct?

Former Leg. Dir.: Yes.

Jeff Brown: Okay. In what roles were you employed by Representative Schweikert?

Former Leg. Dir.: I started in 2011 as a legislative assistant, and then over the course of approximately six years I was with him, I served as a legislative assistant, senior legislative assistant, and legislative director.

Jeff Brown: Okay. Can you just walk us through roughly when those promotions occurred?

Former Leg. Dir.: Let's see. Legislative director position, I took off that role on in, I want to say June 2016. From May, June timeframe of 2013 to 2016 I was a senior LA. Then prior to that, I'm having trouble remembering the timeframe, when I went from LC to legislative assistant, but it was about a three-year span from when I first joined the office, or I guess two years from when I joined the office and then became senior LA. Over that two years, I went from LC to LA.

Jeff Brown: Okay. Do you remember roughly when you joined the office?

Former Leg. Dir.: When David took office after being elected in November of 2010, I joined his staff officially in January 2011.

Jeff Brown: You're no longer with Representative Schweikert's office?

Former Leg. Dir.: Correct.

Jeff Brown: Where are you now?

Former Leg. Dir.: I'm a consultant with IBM on an Air Force contract.

Jeff Brown: Did you work anywhere in between IBM and Representative Schweikert's office?

Former Leg. Dir.: I began talks with the Mick Mulvaney office to move over there in the winter of, let's see, 2016. Prior to him receiving the nomination, and then officially joined the Mulvaney office for a brief tenure before he resigned.
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Jeff Brown: When you were in Representative Schweiker’s office, did you work with Beau Brunson?

Former Leg. Dir.: Yes.

Jeff Brown: Okay. Who was Beau Brunson?

Former Leg. Dir.: At the time when I first joined the office, Beau was a legislative assistant. Then, not sure what the time frame is, but then he became legislative director and then deputy chief of staff in the Schweiker office.

Jeff Brown: I should have asked you this first. Who did you report to while you were in Representative Schweiker’s office?

Former Leg. Dir.: I don’t think there was a true linear reporting path. But, if I was to say my direct supervisor, the majority of time I was in the office was Beau Brunson.

Jeff Brown: How about Oliver Schwab, what was his role in the office?

Former Leg. Dir.: Oliver was the majority of the time, Chief of Staff. He left for a brief period to focus solely on David’s campaign work during the 2012 election cycle, I believe it was, when he was, had a primary with Ben Quayle who was also a sitting member of Congress at the time. He came back in, I believe a senior policy advisor role for a short time, and then regained the Chief of Staff role.

Jeff Brown: What . . . when you were in Representative Schweiker’s office, what was your involvement with financial matters such as budgeting or MRA disbursement requests?

Former Leg. Dir.: Limited at best. Outside of submitting MRA reimbursements requests, Oliver almost overwhelmingly maintained full control over that process and then, also worked with Beau for a period of time near the end of the time Beau was in the office, when Beau was kind of the one overseeing that process.

Jeff Brown: When you say that process, what are you referring to?

Former Leg. Dir.: The reimbursement process.

Jeff Brown: Okay. How about budgeting?

Former Leg. Dir.: Again, that was overwhelmingly Oliver and then Beau maintained a portion of it for a short time near his tenure in the office.
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Jeff Brown: Aside from Beau and Oliver, was there anybody else who handled financial matters in the office?

Former Leg. Dir.: Over the six years I was there, I believe we've had a couple of different folks who were the financial administrators. I believe, let's see, Mary O'Connor was there for a time. I'm not sure what timeframe or when she was there. There was April Blankenship. I believe her name was, she was also one of the financial administrators. Then I also believe Kelly Roberson had some, at least fidelity on the issues, if not, when she was kind of in the administrative position, doing David's scheduling before taking over policy. I think she worked closely with Oliver in some of the budgetary matters.

Jeff Brown: What I'd like to do now, I just want to show you just a couple documents. So you're aware, you may or may not have had anything to do with these documents, but I'm going to ask you some just very specific questions about them. First one I'm going to hand you is, just for the record, it's bates labeled CAO_0005 and that runs through 0010. Just generally, what is this document?

Former Leg. Dir.: This looks like it is a reimbursement form for the travel credit card, for trying to see was it plane tickets, reimbursements?

Jeff Brown: Yeah. I want to just draw your attention to the front page real quick.

Paul Solis: Just real quick, is this something you would see in your role, throughout your time, in your various roles, sorry, at Representative Schweikert's office, would you ever see these forms?

Former Leg. Dir.: Yes, but again, I didn't have any involvement as far as signing off or managing reimbursements outside of my own reimbursements which, when I would do reimbursements, is always for my own card, and then be reimbursed from that. I never used the government card for any of my travel or any of the, you know, events that we organized.

Paul Solis: When you would submit the reimbursement documents, would you submit that to someone else in the office or directly to payroll and finance?

Former Leg. Dir.: It depends. When we had a financial administrator, either April or Mary, I would fill out the forms and give the forms to them, or I'd give it to Oliver to manage.

Jeff Brown: Would there always be...I should ask you like this. How many individuals would look at a travel reimbursement form that you submitted before it went over to the office of finance?
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Former Leg. Dir.: It would depend. If it was solely when Oliver was managing the office
finances and we didn’t have a financial administrator, it was usually just
Oliver. If when we did have a financial administrator, it was usually them
and with Oliver’s acknowledgement or Oliver signing off on the member’s
signature on the reimbursement forms.

Jeff Brown: You sort of touched on my next question. Who are authorized signers in
Representative Schweikert’s office for a disbursement form like this?

Former Leg. Dir.: Oliver believes Beau was, at the end of his term, when he was managing
it, and I believe Kelly was as well. I’m not certain on Kelly, but I believe
when she was also in that administrative role, she had some authority to
sign off as well.

Jeff Brown: Would Representative Schweikert ever have any involvement in MRA
disbursement requests like this one?

Former Leg. Dir.: Not that I’m aware of. At least none that I’ve ever personally been
involved with. It was always at the staff levels and never took it to the
member directly.

Jeff Brown: Do you know whose signature that is on page five?

Former Leg. Dir.: I couldn’t tell you.

Jeff Brown: Were there any specific policies and procedures in Representative
Schweikert’s office regarding MRA disbursements, be they for travel,
office supplies, or whatever it might be?

Former Leg. Dir.: None formally that I was ever aware of. There were, more often than not,
when we did have official functions or need to use MRA funds, we were
told to put it on our personal card and submit the reimbursement. But
outside of that, there was never any official policy directives that were
pushed down from leadership down to staff.

Jeff Brown: Who in the office would you say would’ve been the most knowledgeable
about the spending practices of Mr. Schwab?

Former Leg. Dir.: Outside of our financial administrators, when they were on board, I don’t
think there was anyone who ever had true fidelity over his use of the
MRA. Perhaps Beau and Kelly had some insight into that when they were
working those issues, but I don’t think there was anyone who would
provide kind of a check and balance.

Jeff Brown: Okay.

Paul Solis: Why do you say that?
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Former Leg. Dir.: Well, as chief of staff, one, Oliver maintained pretty close hold over the budgetary matters. I don’t think there was ever anyone who truly had a grasp over how money was being flowed or either payroll or MRA reimbursements. David certainly gave Oliver a lot of leeway to run the office as he saw fit. As long as issues weren’t arising, David didn’t really bring it up, at least not in my presence. And then other than that, it was a small portion of when Beau was managing the financials in connection with Oliver, I don’t think, outside of the financial administrators, there was anyone who really were working with Oliver closely.

Jeff Brown: You mentioned a couple times that there was either a period or some periods of time where there was no financial administrator that would have been working with Oliver on financial reimbursement, MRA disbursement matters. Do you recall roughly what time periods those were?

Former Leg. Dir.: No, not off the top of my head.

Jeff Brown: Was that for the majority of your time in the office or for a more limited time?

Former Leg. Dir.: I think it was more limited near the later half of my time in the office. Trying to think over here. Yeah, I’m having trouble drawing a time frame and I wouldn’t want to speculate, but it was certainly in the second half of my time in the office when there was more a financial administrator engagement.

Jeff Brown: At some point, did Mary O’Connor leave Representative Schweikert’s office?

Former Leg. Dir.: I think she left the office similar to when I was leaving the office, if I remember correctly. It could’ve been slightly before that, but in that winter of 2016 if I recall correctly.

Jeff Brown: Do you know if anyone replaced Mary and took on the financial administrator role?

Former Leg. Dir.: Not that I’m aware of.

Jeff Brown: When you were working with Representative Schweikert’s office, how frequently would you travel?

Former Leg. Dir.: I traveled a number of times on DOD-organized StaffDels, I would say a handful throughout the year. And then I believe there was a couple MIA trips I went on in the later half of my time in the office and only one trip that was paid for with my personal card and then reimbursed to the office.
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1  Jeff Brown: Did you have occasion to travel out to the District?
2  Former Leg. Dir.: The few times I did go out in the District, usually the way we set it up is
3     we'd have a DOD staffed that went out to various installations and then I
4     would stay in the District following, follow on. So there was no travel
5     payments or anything of that nature. I'm also from the District, so I stayed
6     at my home. I think I ... other than some gas receipts, there was no
7     reimbursements I was submitted. There was no hotel and no flights.
8  Jeff Brown: Aside from yourself, who else would travel back and forth to the District
9     with some frequency from the D.C. office?
10  Former Leg. Dir.: Oliver would go fairly frequently. I would say couple times a month. I
11     believe Kelly went a number of times. Kat Dimenstein used to go out there
12     when there were ... What was it? Some task force that they were part of,
13     Valley Fever Task Force, and then Beau went a number of times. But as
14     far as how often they would go, I couldn't really quantify that.
15  Jeff Brown: Can you generally explain to me the process by which a staffer like
16     yourself or Beau or Kat would coordinate travel to and from the District?
17  Former Leg. Dir.: It was a fairly informal process. Essentially, if there was a need to be on
18     the District or they had the authority to set up the necessary meetings with
19     industry or with stake... global stakeholders, book the hotel, book the
20     flights, rental car if needed. Again, the guidance we were given was
21     overwhelmingly "Put it on your personal card and submit
22     reimbursements."
23  Jeff Brown: So you're in the District, you're gathering receipts, what happens at that
24     point?
25  Former Leg. Dir.: I can't speak for the others. The way I usually worked it, if ... For
26     incidental funds, more often than not, I just ate that cost if it was $10, $5
27     while getting something to eat or food at a gas station. But for gas and
28     mileage, any other receipts, hotels, car rentals, once you had it, essentially
29     fill out the MRA reimbursement forms and submit it to either Oliver or
30     one of the financial administrators.
31  Jeff Brown: Were there any specific policies and procedures in Representative
32     Schweiker's office regarding travel or reimbursements for travel?
33  Former Leg. Dir.: None. Not that I'm aware of, at least.
34  Jeff Brown: Okay. Who's providing approvals for staffers to travel to and from the
35     District?

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Former Leg. Dir.: The majority of the time, it was Oliver. We would let the member know that, obviously, that the travel's taking place and provide context of why it was taking place. But ultimately the thumbs-up/thumbs-down, no-go/go, was on Oliver to make that decision unless David had objections for some other reason, which, at least when I would travel out there, he never did.

Jeff Brown: Okay. How involved was Representative Schweikert in the process of approving and disapproving ... I mean, we sort of touched on he may have been aware but can you talk a little bit more about his involvement in approving or disapproving travel?

Former Leg. Dir.: Certainly. We would certainly provide context of why we're going, who we're meeting with. If there were meetings that the member was having, sit in on those if they were within our purview, or provide at least context of why the meeting was taking place and why we're going out to District. But he never ... outside of acknowledging that we were taking the trip, he never objected to it or had concerns with staff travel.

Jeff Brown: When staff would go out to the District, would they generally stay in ... Was there a specific hotel that they would generally stay in that was close to the District office?

Former Leg. Dir.: Again, I don't know. I've always stayed at my parents' home. I'm not sure what hotels the other staff used.

Jeff Brown: Having said that, and I appreciate that, do you know if it was practice for staffers to rent cars when they went out to the District?

Former Leg. Dir.: Yes, I believe so.

Jeff Brown: Were you aware of any staffers ever traveling to the district, or to other destinations, and being accompanied by their spouse ... And when I ask that question I don't mean to suggest that official funds were being used for the spouse, but did anyone ever travel with their significant other?

Former Leg. Dir.: So, I know Oliver's wife, Ana, traveled with him pretty frequently. Outside of Oliver, I don't believe Beau's wife ever traveled with him when he went to the district, and I, as far as I am aware, no other staff took any partners with them on their travels.

Jeff Brown: You said that you were aware that Oliver's significant other traveled with him frequently. How were you aware of that?

Former Leg. Dir.: I mean, outside of just, kind of, office conversations taking place, Ana was, from her prior work when she was with Congressman Rothfus, and then her continued work lobbying, there was significant engagements with the office, and, so, she was ... Essentially she was around quite a bit, so...
you knew when they were traveling that... You know, they were very
friendly, would, you know, say, oh, we're going out to district, or we're
going to, you know, somewhere else. But I know they traveled together
very frequently, not just to the district but all over.

Jeff Brown: Okay. What's "very frequently" to the district?

Former Leg. Dir.: Again, I think it's probably relative, but Oliver was going out there, either
by himself or with Ana, at least a couple times a month from what I
remember, and, you know, obviously it ebbed and flowed, but I'd say at
least two, three times a month he was going out to the district. And then,
you know, they... If the House wasn't in session he wasn't in town, he was
traveling somewhere else or back in the district.

Jeff Brown: Okay. I realize it would be an estimate, but could you give us an estimate
for how frequently Mr. Schwab's partner would travel out to the district
with him?

Former Leg. Dir.: It would be hard to quantify. You know, I would say...

Jeff Brown: More than five times a year?

Former Leg. Dir.: I think that's an accurate statement.

Jeff Brown: So, you think approximately five times a year is a reasonable estimate?

Former Leg. Dir.: I think if you were to say five times a year I wouldn't be surprised with
that number, I just... It doesn't seem high to me, so I... But, again, I really
can't quantify how often they've traveled.

Jeff Brown: You said that Oliver's partner was frequent... I don't want to put words in
your mouth, but you said she was lobbying the office, can you tell me a
little bit more about who she is, what her role-

Former Leg. Dir.: Right.

Jeff Brown: ... was?

Former Leg. Dir.: So, to clarify, she didn't lobby the office in the lobbyist sense. She was a
lobbyist.

Jeff Brown: Okay.

Former Leg. Dir.: Her... The Firm she worked with had clients in the district. So, the folks
that she worked with would come and lobby the office. I don't believe Ana
ever personally did, but they were on the Hill often because of their work.
So, when they had downtime they would come into the office, they're...
You know, the same functions, given the connection to Arizona industry.
So, they're... So, she was around the office relatively significantly...
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Significant amount of time. At least, much more than any other significant other or partner.

Jeff Brown: Was there a point in time that Ms. Schwab was working in Representative Schweikert's office?

Former Leg. Dir.: So, I don't believe she ever worked in the office. If I remember correctly there was a point in time where she was receiving campaign funds and doing some campaign scheduling, but I don't believe there was a time, that I recall, where she was ever a direct employee of the office, at least, not that I'm aware of.

Jeff Brown: Okay. Can you tell me more about what you know about her work for the campaign?

Former Leg. Dir.: So, very limited, outside of the fact that I was told she was doing campaign scheduling. I really don't have any other information outside of that. You know, if she was doing more than that I wasn't aware of it. I had limited involvement in the campaign.

Jeff Brown: Do you know if she was being compensated for that, or if that was on a volunteer basis?

Former Leg. Dir.: I believe she was being compensated.

Paul Solis: Okay, and you said you had limited involvement in the campaign?

Former Leg. Dir.: Yes.

Paul Solis: What types of things did you do for the campaign?

Former Leg. Dir.: So, I'd provide policy support for David ahead of meetings, essentially. So, if he was going into a meeting with Boeing, and prior to that I'd be asked, you know, what's going on with Boeing's Apache multi-year funding, and just provide some basic background for the member prior to him going into those meetings.

Paul Solis: And that's related to the campaign, or his official office?

Former Leg. Dir.: So, it was asked of me, as an official staffer, knowing that they were to support campaign events, essentially. So, you know, official ... His official business, or official work wouldn't have those schedules, but he'd be holding a fundraiser, going to a tour of the facility out in Arizona, Oliver would ask, "get David smart on the issue before he goes out there," and I would provide that policy kind of background.

Paul Solis: Okay, and would you do that over here in his office, or in the congressional office?
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Former Leg. Dir.: Yes.

Paul Solis: Or sorry, the district office?

Former Leg. Dir.: No, the DC office.

Paul Solis: Okay, and would Oliver say to you that, you know, you're going ... This is in your role now as a campaign volunteer or some other role with the campaign?

Former Leg. Dir.: No.

Paul Solis: No. Did you understand yourself, at that time, when you'd be briefing Representative Schweikert, that you're briefing him so that he'd be prepared for a campaign event?

Former Leg. Dir.: It probably was never explicitly said, but yes, that was understood.

Paul Solis: Why did you have that understanding?

Former Leg. Dir.: Well, he wasn't meeting with folks from Boeing in his capacity as a member of Congress, he was doing that as a ... In his capacity as a candidate for Congress. So while, you know, it was never laid out, hey, provide this for a campaign event, it was structured as, you know, David wants to know about issue X. So, the phrasing of the questions, it was always kind of that wink and nod that it was for the campaign, or for campaign event, but never explicitly said.

Paul Solis: Okay, but you would know that it was ... The event that you were preparing for was a campaign event.

Former Leg. Dir.: Yes.

Paul Solis: You, personally, would know that?

Former Leg. Dir.: Yes.

Paul Solis: Okay, how often would you say that would happen?

Former Leg. Dir.: It fluctuated, obviously, depending on the election cycle. You know, it was, I would say, in an on cycle it was 20% of my time.

Paul Solis: 20% of your congressional duties would be preparing Representative Schweikert for campaign events? Or meetings, campaign-

Former Leg. Dir.: Right, so ... It would probably be hard to say 20%, but it's less than 50, more than 10. I mean, it would all depend. There would be weeks where, and I'm sure you guys know, where there would be a number of things, and during that time there was a lot of buildup for those events, and then there was times where ... You know, it's feast or famine, so there would be

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no engagements that I supported that were within my portfolio. So, I think
it depended upon the time of the year, as well as who he was meeting
with, so it's hard to quantify, but, you know, when there were those
meetings in my portfolio, I would say 20%, more than 10%.

Paul Solis: Okay. Would you ever attend any of these events?

Former Leg. Dir.: I've attended a number of fundraisers here off campus, none of the events
outside in the district.

Paul Solis: And by events here in DC, off campus, you mean events for
Representative Schweikert?

Former Leg. Dir.: Yeah, so fundraisers that industry or PACs were doing to support his
campaign.

Paul Solis: Okay, and when you talked about those times where Mr. Schwab would
task you with prepping Representative Schweikert prior to one of these
events, or one of these meetings, would you then later go to that same
event in DC?

Former Leg. Dir.: Not all the time. There were certainly times where that took place. I-
Paul Solis: What would be your role, then, at the event? Would you have any type of
role? What would you do?

Former Leg. Dir.: My role was essentially to network, to provide support to David as he
needed it, but also, one of Oliver's focus was showing a accessibility of
staff to industry, to local stakeholders. It was much more just being there,
being present, being supporting David and then being able to talk
through any issues that were currently going on within that specific issue.

Paul Solis: At those events, did you understand your role to be with the campaign, or
as an official, congressional staffer?

Former Leg. Dir.: I think it probably depended on the event. I think there was a number of
events that were probably in a, at least perceived to be more of a gray zone
in how David was going to be represented at that. If it was a true
fundraiser or if it was an industry meeting that he was going with. I think
Oliver usually, on the back end, had Oliver set up an industry meeting
with the intention... knowing that there would be a donation coming from
their PAC following the meeting. It'd really depend on how the meetings
or how the engagements were structured as to what my role going into it
was, or how I understood my role.

Paul Solis: Okay. Did you ever have a formal role with the campaign committee?

Former Leg. Dir.: No.
Paul Solis: Were you ever paid for any work you did?

Former Leg. Dir.: No.

Paul Solis: Did you ever volunteer for the campaign committee?

Former Leg. Dir.: No. It was always expected that we would be accessible to support as needed. But we, for the most part, never had any official engagements or roles with the campaign.

Paul Solis: Okay, and when you say "we," who do you mean?

Former Leg. Dir.: The majority of the staff

Paul Solis: The congressional staff?

Former Leg. Dir.: The congressional staff, yes.

Paul Solis: When you say "expected," that there was an expectation, who was setting that expectation?

Former Leg. Dir.: I'm not sure if it stemmed from David down or Oliver down. If David didn't establish that expectation, he was certainly aware of it and allowed it to exist.

Paul Solis: Why do you say that?

Former Leg. Dir.: Because we were clearly providing him support for what he was going into as a campaign event. I think from my point of view, it would just be naive to expect that a member of congress is unaware of where the support their staff is providing them supports.

Paul Solis: Did Oliver or Representative Schweikert ever explicitly say to you or to anybody else who was a congressional employee, "There is an expectation that you do work for the campaign in some capacity," or something like that?

Former Leg. Dir.: I don't believe it was ever explicitly laid out, but the expectation was there.

Paul Solis: Okay. You mentioned there would be times you meet with an industry group, and prior to that meeting, it was an expectation you had, or an understanding you had that it was an official, officially related congressional meeting, based on official purposes, right?

Former Leg. Dir.: Yes.

Paul Solis: Then later on, you mentioned that Oliver...it was your understanding that Oliver would have some connection to a potential fundraising event tied to the same group or organization later on.
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Former Leg. Dir.: Yes.

Paul Solis: Could you give us an example, or does anything come to mind, of that circumstance in particular happening?

Former Leg. Dir.: The one example that comes to mind is, some aerospace industry representatives held a luncheon, with David in an official capacity when he was on the science and tech committee. Either a day or so after that, Oliver mentioned that the following, that he received a PAC contribution from the same representatives that we met with. That's kind of one example that shapes that narrative, where there were a number of events that were held to support David as an official member of Congress, in his capacity with the expectation that him attending those events would have a follow on contribution to the campaign.

Paul Solis: Did he ever talk to you about statements made by people? Not necessarily these aerospace people, but others “that give us a meeting, we're going to get a contribution,” type of thing, or any statements that you can recall that would connect those two ideas?

Former Leg. Dir.: The one example, I forget the organization, the gentleman was advocating for grant funding in Africa. I can't remember the organization specifically, but he, the gentleman and his organization contributed to the campaign and following the contribution, Oliver asked me to set up a meeting with him to discuss their issues. Then following that meeting, we subsequently submitted letters in support of their initiatives.

Paul Solis: Okay. Did Oliver explain to you why you would submit those letters?

Former Leg. Dir.: What I was told is, that the gentleman ... donated to the campaign and that we want to be as friendly as we can and as helpful as we can because of those contributions. I don't think there was a direct quid pro quo, but Oliver clearly made it certain that we wanted to be helpful because he was a donor.

Paul Solis: Are there other instances besides this grant ... organization that was requesting a grant for interest in Africa? Was there any other organization you can recall that had the similar circumstance?

Former Leg. Dir.: We did, or at least I did in my capacity, quite a bit of work for some industry in the district that essentially is a defense contractor, and they were large donors to David's campaign. Also tied to that is, they are also a client of the company that Ana worked for, when she was lobbying. It was clear that given the relationships that were built, their donations, we wanted to be as forward leaning as possible in advocating for their products with armed services and appropriations committee. That, from
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when I was handling those issues, it was at least a three year span where I was closely engaged with that. With the firm representing them as well as with the company to advocate for their issues.

Paul Solis: You said it was clear. I mean, Oliver's telling you that preference needs to be given to these people?

Former Leg. Dir.: Yes.

Paul Solis: What's the name of the company?

Former Leg. Dir.: FireTrace.

Paul Solis: FireTrace. And what's the name of Mr. Schwab's wife's lobbying company?

Former Leg. Dir.: The client moved a couple of times with them. It was a Teddy Emxon. E-N-Y-O-N, I believe, Emxon, was their representative, and as he switched firms from I believe, was it Rothschild or Fox Rothschild, I forget the name of the firm, but they also moved with them. They're a Scottsdale based company that provides fire suppressant to DOD and throughout my time in the office, as one example, where there was a close linkage between our work supporting industry in the district, to the campaign contributions that David was receiving.

Paul Solis: Okay. What's your understanding of Representative Schweikert's knowledge of, let's break it into two categories. Preference given to Mrs. Schwab's clients, and also this preference towards campaign contributors? What's your awareness of his understanding those two?

Former Leg. Dir.: At least in my presence, there was never any explicit conversations where David directed us -- staff -- to provide preferential treatment to Ana's clients or to campaign donors. There were some discussions based on donors as far as who was giving what in the office, but from my experience at least, to me, David never said, "these folks are giving money. Take care of them." It was usually driven from Oliver.

Paul Solis: Are other people in the office, Beau and you know, other staffers, is this something people were talking about?

Former Leg. Dir.: I mean, everyone was certainly aware of it, and I think it ebbed and flowed based off of the amount of worked that was being asked to be done driven by the campaign compared to, you know, the work that was being asked to be done specifically to support David as a member of Congress.

Paul Solis: And when you were tasked with preparing him over in his congressional office on congressional time for these campaign events, how did you feel
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1 about it? Did you feel uncomfortable? Did you feel like it was an odd
2 thing to ask you to do?

3 Former Leg. Dir.: So, I wasn’t happy with it. I usually grumbled because usually these were
4 issues that David didn’t care about otherwise, but because he was going to
5 a fundraiser, to some other campaign event, he wanted to pretend or act as,
6 you know, that he was heavily engaged in these issues. So, it was
7 redirecting my time and efforts to focus on an issue that Dave … I knew
8 David didn’t care about outside of that meeting that was going to take
9 place.

10 Paul Solis: And when you said you would grumble about it, is this to yourself, or to
11 other staff, or to Oliver, or to Beau?

12 Former Leg. Dir.: All of the above.

13 Paul Solis: Would you bring your concerns to Representative Schweikert?

14 Former Leg. Dir.: No.

15 Jeff Brown: Oliver?

16 Former Leg. Dir.: I don’t think I’ve ever explicitly directed concerns that I felt what I was
17 being asked to do was inappropriate. I think there was an expectation as a
18 member of the staff you were going to provide that level of support, that it
19 was a 24-hour on call, you know, supporting the member as needed at the
20 member’s will in order to ensure that he was a successful member of
21 Congress.

22 So, I think, at my time there, I probably felt … Reflecting on it, I probably felt that had I initiated
23 those concerns directly to Oliver that it would bring my employment into
24 the office in question.

25 Jeff Brown: What do you mean by “in question”?

26 Former Leg. Dir.: I think if there was a question about either my commitment to support
27 David or my commitment to support Oliver in these efforts that it would
28 have swayed how I was viewed in the office, and either my promotion
29 potential, salary increases, or bring into question my need to continue to
30 be continually employed in the office.

31 Jeff Brown: And when you’re talking about these efforts you mean these efforts to
32 support Representative Schweikert on fundraising related activities?

33 Former Leg. Dir.: Yes.
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Jeff Brown: Who are these other staffers that you mentioned that would have been working on the House campus to supply either research or support to Representative Schweikert for fundraising activities?

Former Leg. Dir.: So, I think Kat Dimenstein handling the healthcare portfolio did quite a bit of that work. Outside of that I think Beau and Kelly, for the majority of the time I was there, would probably have been the most engaged on those issues. I don’t. For a long time there was little staff turnover, and then there’s somewhat of a core nucleus of Kelly, Beau, Kat, and myself, for a good number of years.

Jeff Brown: And like you, Kat, Kelly, Ben, would be asked to provide this support, or provide this research while working in the House office complex?

Former Leg. Dir.: Yes. Again, I don’t think it was ever explicitly asked or made clear that the efforts were going to support campaign, but, again, it was to support a ... You know, David’s meeting with industry, or David’s meetings with constituent groups that were known contributors to the campaign.

Paul Solis: Well, I just want to be clear about that, because I think, you know, when you first mentioned this you said that you would have an awareness that there was an actual campaign event that you’re prepping him for. You know, that’s different than, let’s say, a meeting with constituents that, on its face, has an official purpose.

Former Leg. Dir.: Right.

Paul Solis: - which might then later be campaign related because those people made contributions to the campaign. To Jeff’s question, then. Just want to be clear about other staffers, including yourself, tasked to do research, tasked to prep the member for campaign events, just want to be clear that that occurred, not where you surmise that there might be a campaign tie-

Former Leg. Dir.: Right.

Paul Solis: - but there were actually events that you’re prepping the member for that, that were for a campaign purpose.

Former Leg. Dir.: Specific events ... I’m not recalling a specific campaign event where that took place, but again, a lot of what we were asked to do was where there was going to be a campaign tie in, even if it wasn’t explicit in that it was a campaign event. The one ... One event, I will mention that has come to mind is prior to the Ben Quayle debate, or, I guess, quasi-debate that David had. You know, I was asked to prepare information on the NDAA, because they were opposing votes on that, so that David was prepared to
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1 draw ... To use that as a wedge between the two if needed. Outside that I'm
2 having trouble drawing specific events
3 Paul Solis: You said NDA?
5 Paul Solis: Okay, okay. And, so, you were asked to prepare for... To prepare research
6 on the act prior to this debate?
7 Former Leg. Dir.: Yes. The only reason I'm recalling that is I received a phone call, and I
8 forget if it's Oliver or Beau that called me, but it was relatively late, after
9 ten o'clock, the night before asking specific questions about the NDAA
10 and about the write-up, or one pager, I provided the day before.
11 Jeff Brown: You mentioned, sometimes when you would be asked to do this support
12 for fundraising events, or for a debate, that there might be some... You
13 might grumble about it a little bit, you might grumble about it to others.
14 Did Kelly, or Beau, or Kat, or anybody else who was asked to do these
15 same sort of things, did they ever grumble to you about it?
16 Former Leg. Dir.: I mean, there was a lot of grumbling, and so it's hard to determine, or
17 delineate, which, you know, especially being a year removed now, what
18 was specific to those issues and what was, you know, just general office
19 disgruntledness.
20 Jeff Brown: If we're not talking about grumbling, do you remember having
21 conversations with any of those other employees about these sorts of
22 things, in other words, them being asked to do the same sorts of things.
23 Former Leg. Dir.: Yes. I'm not recalling a specific conversation, but I do recall that those
24 conversations took place regarding, you know... Kelly, if I remember
25 correctly, when she was doing some of the campaign scheduling as well, used to, you know, used to voice those concerns to me regarding
26 David's... You know, the general frustration of dealing with David and
27 trying to schedule events for him that Oliver is telling her to schedule that
28 he doesn't want to attend.
29 Jeff Brown: Did you have anything else there? Switching gears a little bit, if you
30 needed office supplies when you were in Representative Schweikert's
31 office, how do you go about obtaining those?
32 Former Leg. Dir.: I just use the member supply card and go down to the office supply store
33 and buy them.
34 Jeff Brown: Okay, so, was there anybody in the office who was specifically tasked
35 with making sure the office had sufficient office supplies?
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1 Former Leg. Dir.: No, not that I recall.
2 Jeff Brown: Okay. Were there any office policies and procedures regarding the purchase of office supplies?
3 Former Leg. Dir.: No, not that I recall.
4 Jeff Brown: Okay. If you purchased... If you or someone else on the staff purchased office supplies from somewhere other than the House office supply store, how do you go about getting reimbursed for that?
5 Former Leg. Dir.: I don’t remember if I ever specifically did that, but the reimbursement process would essentially be the same, use your personal card for the purchases and then submit the reimbursement form with the receipts to either Oliver or to one of the financial administrators.
6 Jeff Brown: Did Representative Schweikert have any involvement in ensuring that the office had sufficient office supplies?
7 Former Leg. Dir.: Not that I am aware of.
8 Jeff Brown: How about, did Representative Schweikert have any involvement in signing off on MRA disbursement requests related to office supplies?
9 Former Leg. Dir.: Not that I’m aware of.
10 Jeff Brown: Are staffers in Representative Schweikert’s office, are they reimbursed for educational coursework of any kind?
11 Former Leg. Dir.: When I was there I don’t believe there was any of those, any staff engaged in those activities. As far as I’m aware, no.
12 Jeff Brown: Any policies and procedures that you can recall on taking training courses or educational courses?
13 Former Leg. Dir.: No.
14 Jeff Brown: Okay. It looks like several individuals in Representative Schweikert’s office may have taken courses at the Naval War College. Does that ring a bell?
15 Former Leg. Dir.: Yeah. So I believe Kat did a full master’s program through the Naval War College. And I remember Oliver expressing interest in it. At one point, I expressed interest and I ended up doing some of the Air War College programs instead, and then when I was on the Hill I started a program in the Army War College that I’m continuing now for my full Master’s.
16 Jeff Brown: Do you know why these courses are popular with Kat and Oliver and others in the office?
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Former Leg. Dir.: So, I can't speak for them specifically. The distance education programs that, that at least I took part of, that were provided to congressional staff by the DoD, as someone who handled the Defense portfolio now working for a defense contractor, it was an ability to expand my knowledge base on those issues without actually serving in the military. As far as Kat and Oliver, I can't speak on why they chose to attend the Naval War College.

Jeff Brown: Do you know what the tuition was at the Naval War College?

Former Leg. Dir.: I do not.

Jeff Brown: Do you know if it was free?

Former Leg. Dir.: Again, I never did the Naval War College. The Army War College is free to congressional staffers outside of any travel they do up to Carlisle, but again, from my point of view, in my experience, that's only once a year, a three hour drive north. But as far as the Naval War College, I have no idea what the expense is to that. I believe it's free, but I'm not certain.

Jeff Brown: You mentioned, you're taking courses, I think you said, Air Force Air Command and Staff College?

Former Leg. Dir.: I did do that, yes.

Jeff Brown: You did, okay. And the US Army War College?

Former Leg. Dir.: Yes.

Jeff Brown: Were any of those while in Representative Schweikert's office?

Former Leg. Dir.: The Air War College.

Jeff Brown: Did you seek or receive and kind of reimbursement for that?

Former Leg. Dir.: No.

Paul Solis: And was there any cost to the coursework?

Former Leg. Dir.: No. It was all online, distance education. There was no travel to Maxwell Air Force Base for it. So there was no cost incurred by me that I would request reimbursement for.

Jeff Brown: Currently -- What is your current relationship with Oliver Schwab?

Former Leg. Dir.: I don't really have a relationship with Oliver Schwab. When I see him, it's congenial, it's friendly, but it's certainly not someone I'm spending time with on the weekends.

Jeff Brown: When was the . . . or how frequently do you communicate with him since you left the office?
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Former Leg. Dir.: Relatively infrequently. When I see him at receptions, other events around
town, a few times passing him in the hallways when I'm on the Hill, but
it's not consistent and relatively infrequent.

Jeff Brown: You've mentioned that he was the Chief of Staff for most of the time that
you were in Representative Schweikert's office.

Former Leg. Dir.: Yes.

Jeff Brown: Just generally, what were his responsibilities as Chief of Staff in
Representative Schweikert's office?

Former Leg. Dir.: So the majority of his time as Chief of Staff, he focused on campaign
work and then also kind of the strategic direction of the office. Building
David's relationships with industry, with members of - other members I
would say that as far as day to day office role, he was relatively hands off.
He'd delegate a lot of authority. As long as there weren't issues coming up,
his wasn't engaged with the office for the most part on the day to day
operations.

Jeff Brown: Okay. So you said, when he was in the House office building, he'd be
focused on campaign work.

Former Leg. Dir.: Yes.

Jeff Brown: Okay. How much time did he spend on it?

Former Leg. Dir.: It's hard to say. Oliver was in and out of the office fairly frequently. I
wouldn't want to quantify it and lead you down the wrong course here. So
I really don't have a number to provide you but, I'm just saying that the
majority of his focus was directed towards David's reelection.

Jeff Brown: And how have you come to this awareness?

Former Leg. Dir.: He was relatively open about what he was doing and would come back to
the office and say, "I just got a donation from this person," or was just at
the Capitol Hill Club and met with these folks who committed to donate
"x" amount. Then, there was times where we've been asked to proofread
campaign emails that were going to go out. So, Oliver, in my opinion,
didn't try to hide what he was doing. He was pretty open about his
activities.

Paul Solis: Would he ever make campaign phone calls in the office?

Former Leg. Dir.: I don't think ever directly in the office. He liked to call from his cell phone
and pace back and forth in the hall. But I don't think he would ever sit in
the office and make calls.
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Paul Solis: The proofreading of campaign emails. Will you talk to us about that?

Former Leg. Dir.: So Oliver would use a personal laptop. We were essentially, prior to the...
and again it wasn't frequent, at least for me. He would ask, "Hey, come
look over my shoulder and proofread this before it goes out."

Paul Solis: And he would do that in the congressional office?

Former Leg. Dir.: Yes.

Paul Solis: On his personal computer? Would he ever send anything to you to
proofread, either on your personal or house email address?

Former Leg. Dir.: Not that I'm recalling.

Paul Solis: It would be more, "Come to my computer and take a look?"

Former Leg. Dir.: Yes.

Jeff Brown: What was your reaction, and other staffers', reactions to Oliver's focus on
campaign work in the office, and, I think you said, hands-off nature as a
Chief of Staff?

Former Leg. Dir.: I think it depended. When he would come and try to assert himself in a
process that he hasn't been engaged in, it was certainly frustrating. When
he wasn't around and we needed someone to provide that leadership role
to make a decision, and there was that vacancy, it was certainly
frustrating. Outside of that, I think there was general perception of, you
know, "Oliver's Oliver. He's going to do what he does. As long as David's
happy, there's no issues, everything's fine."

Jeff Brown: What sort of awareness did Representative Schweikert have regarding
Oliver's focus while in the congressional office?

Former Leg. Dir.: I think he was aware of Oliver's activities, and so long as there weren't
issues, he was happy with, completely fine and complacent with it. I don't
think he had any serious concerns over what he was doing unless there
was an issue that came up. But as long as there was smooth sailing and
course ahead, David never raised any concerns.

Jeff Brown: How would you describe Representative Schweikert and Oliver's
relationship?

Former Leg. Dir.: Incredibly close.

Jeff Brown: Can you elaborate on that?

Former Leg. Dir.: So, I think their relationship goes beyond a professional relationship, and
they are genuinely friends. Oliver... I think David credits Oliver to him
being elected to Congress and being a member of Congress. I think if there's anyone in that office that truly has a grasp on what David is looking for and what David wants, it would have been Oliver. And similarly, I think, David probably had a firm grasp on what Oliver's activities were doing. They were probably the first call in the morning and the last call at night. It was that type of relationship.

Jeff Brown: How frequently would Oliver travel to and from the District?

Former Leg. Dir.: Fairly frequently.

Jeff Brown: And was he traveling for official business or campaign business to the District?

Former Leg. Dir.: Both. I think the blurs... The lines were probably blurred at times on if... If he was going out there for one he might as well do the other, or if there was a clear breakdown. I think Oliver viewed as, well, I'm out here, I'm going to do both. You know, if... But he would go back for both campaign and for official business.

Jeff Brown: Do you know if... Well, do you know how Oliver's travel was accounted for? Was it paid for from official funds, generally, or campaign funds, or a combination of both?

Former Leg. Dir.: I don't have a firm answer for that. I think there was probably a combination of both, as well as him using his personal credit card and asking for reimbursements from the office, but again, if I was to try to break that out I'd purely be speculating.

Jeff Brown: You said that sometimes you felt like maybe the lines were blurred in terms of the purpose of the travel, can you elaborate on that statement?

Former Leg. Dir.: Certainly. So, I think there were times where he, given that he would both the campaign and the official business, I think there was times where he would travel out there with official meetings set up and then extend his time to do campaign work and come back, and vice versa. I don't think there was a clear delineation of I'm out here to do official congressional work and my next trip I'll do campaign work. It was I'm out here, I'm going to do both official and campaign.

Jeff Brown: Did you ever raise any concerns... did you ever have or raise any concerns with Mr. Schwab's travel practices?

Former Leg. Dir.: No.
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Jeff Brown: Did you not raise, or not have any concerns because you wouldn't have had sort of the requisite knowledge of how much time he was spending on official versus campaign?

Former Leg. Dir.: So, I think that's part of it. I think there was also just the general feeling that I personally, wasn't being impacted by his travel. He's my superior, I don't have the authority or the ability to interject and question his decision making and these practices. So, it was one of those things where, you know, as chief of staff I respected his role in the office, respected his responsibilities, and never really questioned his role in how he financed his travel and why he was going back. I didn't feel it was my role as a staffer.

Jeff Brown: Did ... Were you aware of anybody else raising concerns with his travel practices?

Former Leg. Dir.: So, I think Beau, throughout the time I was there, would raise some concerns that he was spending too much time in the district. As far as the financial aspect of that I'm not aware.

Jeff Brown: What do you mean by the financial aspect?

Former Leg. Dir.: On how he was being ... Or, how they ... He was financing the travel of his through official or campaign funds.

Jeff Brown: Were there appropriate spending and reimbursement oversight in Representative Schweiker's office when you were there?

Former Leg. Dir.: I would say no. Again, I think if ... The only true oversight was Oliver. So, there was never any serious question. I remember Mary rejecting a couple of my reimbursements because I didn't fill out the forms properly, but there was never any question about what I was submitting, or what other staffers were submitting, and if you presented a reimbursement form to Oliver or one of the other staffers who had the authority to sign off they signed off without questioning it.

Jeff Brown: And I think we've covered this, but in case we haven't, Representative Schweiker's involvement in approving Mr. Schwab's MRA disbursements, what was it?

Former Leg. Dir.: As far as I'm aware, he had none. It was Oliver had full carte blanche authority to manage the MRA disbursements and the office finances as he deemed necessary.

Jeff Brown: Okay. We've talked about travel practices but I'll just ask this question more generally, did you have any concerns with the way in which Mr. Schwab was spending MRA funds?
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Former Leg. Dir.: You know, I thought it was excessive at times, but again, I never was sure how funds were being used, if it was MRA funds or if it was campaign funds, so I would say that I thought his spending practices were excessive, but how they... He was financing them without having fidelity on those issues, you know, I never raised any concerns.

Jeff Brown: Okay, but it's your understanding that besides Oliver, once... I should say, once reimbursement materials got to Oliver they would go to Mary, and if there wasn't pushback from Mary they would just proceed?

Former Leg. Dir.: Yes.

Jeff Brown: Have you spoken to anybody at the Washington Examiner about Mr. Schwab?

Former Leg. Dir.: No.

Jeff Brown: Okay. How about Philip Wegmann, do you know who Philip Wegmann is?

Former Leg. Dir.: Yes. So, I set up a coffee meeting with David and Philip when I was LD. I set up a number of... I think about 10 or a dozen meeting... Coffee meetings, lunch meetings, with David and reporters in an effort to build David's media profile with conservative reporters at the time.

Jeff Brown: Okay. Have you ever seen or read this article before? And by this article, and for the record, I'm talking about an article titled, "A Lot of Cash is Flowing to David Schweikert's Chief of Staff, Oliver Schwab," dated November 2nd, 2017?

Former Leg. Dir.: Yes, I have.

Jeff Brown: Okay.

Former Leg. Dir.: ... seen this.

Jeff Brown: When did you first view this article?

Former Leg. Dir.: Approximately the time that it came out a friend forwarded me the link to the article.

Jeff Brown: And what was your reaction when you first read the article?

Former Leg. Dir.: I wasn't surprised by it. I... Yeah, I think that was my general reaction is everything that was in the article made sense to me, and I didn't question the validity of it.

Jeff Brown: I'd like to break down a lot of what's discussed in this article, but before I do that I would like to ask you... The article references a variety of former
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Staffers as sources, do you know who Mr. Wegmann is quoting? Who these former staffers are?

I don't. I could only speculate. Given the information in this at the time I thought it was either Beau or Kelly who provided this information.

Who else have you had conversations with this article about?

So, a number of friends, no one directly employed by or engaged with the Schweikert office that I'm aware of.

Well, like I said, I'd like to break down some of what's in this article, so let's first talk about the... What I think we could here refer to as the Super Bowl trip, that being the trip to... Mr. Schwab and Representative Schweikert's trip to Arizona during Super Bowl weekend, 2015. What can you tell us about their trip during Super Bowl weekend, 2015?

So, I was unaware of the trip, and to be honest I don't recall, at the time, any discussions towards it.

Okay. So then, were you aware... Or, you were not aware at the time, that Oliver attended the Super Bowl?

I was not aware he attended it.

You...

I'd be very jealous.

You were not aware that Representative Schweikert attended the Super Bowl?

No.

Okay. Would you have any awareness of any activities that either Representative Schweikert or Oliver Schwab engaged in that weekend?

No.

Okay. How about from social media postings or anything like that, would you ever have learned, at any point, that he attended the Super Bowl or partook in any other activities that weekend?

Again, I'd have to go and look at social media, I... But I don't remember that weekend, or if he attended the Super Bowl.

Okay.

Was there a campaign event that weekend?

Not that I recall.
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1  Jeff Brown: Do you recall anything about a Representative McCarthy event?
2  Former Leg. Dir.: So, there was a number of Representative McCarthy events out in the
district, and I-Most of those events stemmed around the Valley Fever task
force, and there would be subsequent campaigning activities while
Congressman McCarthy was out there, but from my recollection, the
majority of their engagements in the district stemmed around the Valley
Fever task force.
3  Jeff Brown: The Valley Fever task force, would that have been official side?
4  Former Leg. Dir.: Yes.
5  Jeff Brown: The Phoenix Open, is that an event that representative Schweikert or
staffers would attend in any given year?
6  Former Leg. Dir.: I don't recall any staffers specifically attending this. It is a, you know,
widely talked about activity in the district. It'd be, off hand I'd be blurring
the lines between, the general...the conversation regarding the Phoenix
Open and any specific activities of either David or Oliver did out there.
7  Jeff Brown: Was it an important weekend for Representative Schweikert generally?
8  Former Leg. Dir.: Yeah...Given the influx of people and business into the district, David
usually, and Oliver tried to capitalize on the event to draw publicity and
promote what they were doing, and people who weren't necessarily
engaged with the office on a regular basis.
9  Jeff Brown: Would there generally be, both campaign and official events that
weekend?
10 Former Leg. Dir.: I believe it leaned more towards the campaign side. Again, without sitting
down and really thinking about it, I can't recall off hand on how things
were broken up.
11 Jeff Brown: Are you aware of Oliver Schwab ever improperly purchasing any office
supplies for his personal benefit?
12 Former Leg. Dir.: I think, without having visibility on where the funds were coming from,
there were certain purchases that I thought were excessive, but at the time,
unless I knew they were coming from the MRA, I think it would probably
be hard for me to say that, you know, he shouldn't be spending the money
that way. If it's his personal funds, I'm okay with it.
13 Jeff Brown: So you wouldn't know if it was personal funds or MRA funds in the
typical examples that you're thinking of?
14 Former Leg. Dir.: Yes.
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Paul Solis: What's an example of something you thought was excessive?

Former Leg. Dir.: There was essentially, I guess a reading table that - some fancy reading
table - that was a couple hundred dollars that he wanted over by his desk, I
think purely for aesthetic reasons. I'm not sure how that was paid for.
There were a number of those micro-room heaters, with like, kind of the
faux electronic flames, or fireplaces, number of those were purchased for
the offices. I would assume those came out of MRA, you know, whether
or not those were needed, I would argue they weren't, but the decision was
to purchase them. Those are a couple of the examples of kind of excessive
spending that if I was a decision maker, wouldn't have purchased.

Paul Solis: But again, your awareness of the source of those funds, you didn't know?

Former Leg. Dir.: No.

Jeff Brown: Do you know whether Oliver Schwab took a course at Harvard
University?

Former Leg. Dir.: I remember him posting about that on social media. I think he did one of
those, executive leadership course, week long courses, something to that
effect. I'm not sure on the specifics of the course, but I do believe he did
that.

Jeff Brown: Did you ever have any discussions with him regarding that course?

Former Leg. Dir.: No.

Jeff Brown: Okay. Any discussions with him regarding reimbursement for any sort of
training?

Former Leg. Dir.: No.

Jeff Brown: Okay. So you wouldn't know whether or not the Harvard course included
anything like travel costs or food or accommodations?

Former Leg. Dir.: No.

Jeff Brown: Have you ever heard of the Casey Family Foundation?

Former Leg. Dir.: No.

Jeff Brown: Are you aware that Oliver Schwab has a family foundation?

Former Leg. Dir.: Yes. I'm not familiar with it specifically. Just that Oliver does come from
significant wealth and that there was a foundation. Outside of that, I have
limited information on it.

Jeff Brown: Do you know whether or not he receives any sort of income from that
foundation?
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Former Leg. Dir.: I don't know.

Jeff Brown: Do you know what his role is at the foundation?

Former Leg. Dir.: No.

Paul Solis: Jeff had asked you about a course at Harvard. Did Oliver take a course at Stanford?

Former Leg. Dir.: I'm not aware of that.

Paul Solis: What about Johns Hopkins?

Former Leg. Dir.: Not aware of it.

Jeff Brown: Aside from the salary that Mr. Schwab would have received from the House of Representatives, what can you tell me about other income sources that Mr. Schwab had?

Former Leg. Dir.: I believe he was compensated from the campaign funds, for his campaign work. I also remember, if I remember correctly, he provides some level of consulting. I'm not sure what that included or who he was employed by.

Jeff Brown: How are you aware of both of those things?

Former Leg. Dir.: Office discussions.

Jeff Brown: Those have been discussions with Mr. Schwab or others?

Former Leg. Dir.: Both. I don't think there was ever a discussion on how to, there was never a discussion on what he was doing, as far as trying to hide it. Oliver was always pretty open about his activities. I was never aware of the fact of how much or what specifically he was doing, but I was aware of the fact that he was doing those activities. If I recall correctly, there was a time when he was compensated below the $120,000 level while he was trying to figure out personal finances for the financial disclosure forms because... given the, I think the foundation and also his family wealth, he didn't want to fully disclose everything.

Jeff Brown: Can you tell us more about that conversation?

Former Leg. Dir.: When part of the... I guess the process or the conversation that took place... when Beau became the one with signing authority for the financial disclosures and whatever, was because Oliver was in the process of trying to essentially work with financial advisors on how he can move some of his family wealth. That's at least what I was told. He was receiving below the $120,000 threshold so he didn't have to do the mandatory disclosures.

Jeff Brown: What year was this?
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2 Jeff Brown: Why did he explain that he didn’t want to have to do the mandatory
disclosures?
3 Former Leg. Dir.: I don’t believe, if I remember correctly, Oliver did not tell me directly this.
4 It was secondhand from Kat and Beau separately on, because there was a
5 discomfort in the office with the amount of compensation that some of the
6 senior leaders were receiving compared to more junior staff. It was laid
7 out as, this is why Beau was making so much, so he was doing the
8 disclosures. Oliver is trying to figure out how he can, essentially manage
9 his personal finances, not to fully disclose everything. That’s why Beau
10 was, all of a sudden, received a large compensation and that Oliver was
11 receiving below the 120 threshold.
12 Jeff Brown: I guess back to my question, why was Oliver reluctant to do financial
disclosures?
13 Former Leg. Dir.: The story I’m told is, given his personal wealth, that they didn’t want that
disclosed. Given the wealth he inherited with I believe it was his
grandfather’s passing, they were working on trying to move those funds so
he wasn’t, it wasn’t being fully disclosed on how much he personally was
worth.
14 Jeff Brown: Do you know if he filed financial disclosures for the years that he was
chief of staff?
15 Former Leg. Dir.: For the majority of them, yes. Again, there’s that kind of couple … That
one or two quarters where he was below the 120 threshold.
16 Paul Solis: During that year did he file a financial disclosure form?
17 Former Leg. Dir.: I believe earlier in the year he did, and then he took a salary reduction.
18 Paul Solis: Typically the way financial disclosures work is you, you know, they’re
once a year, so … And they’re due usually around May or the first part of
the year for the preceding year. So, did he file one during the year that he
took a salary decrease?
19 Former Leg. Dir.: I’m not-
20 Paul Solis: … below the senior staff level?
21 Former Leg. Dir.: I’m not certain on that.
22 Jeff Brown: What can you tell us about Chartwell?
23 Former Leg. Dir.: Outside the fact that that was his consulting firm, I had no engagement, no
activities with the … Was unaware of what, specifically, Oliver did with it.
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Jeff Brown: But outside of this article, and again, the Examiner article, for the record, you were aware, during your time in Representative Schweikert's office that Oliver had a company called Chartwell?

Former Leg. Dir.: Yes

Jeff Brown: And you were aware that Representative Schweikert's campaign committee, and or political action committees, were compensating Oliver through Chartwell?

Former Leg. Dir.: No. So, I wasn't aware that he was being compensated through Chartwell. My understanding was he was being compensated by the campaign committees as a campaign employee and not through a consulting firm that he established.

Jeff Brown: In other words, you thought that he was ... Monies were being paid personally to Oliver Schwab.

Former Leg. Dir.: Yes.

Paul Solis: So, what did you know about Chartwell, ever?

Former Leg. Dir.: Other than the fact that it existed, nothing.

Paul Solis: Would he ever say anything about it?

Former Leg. Dir.: I want to say yes, but there's no specific conversations or instances that are coming to mind.

Jeff Brown: Do you know if Oliver Schwab did any sort of political consulting or fundraising for anyone besides Representative Schweikert?

Former Leg. Dir.: So, my perception was yes. Who those folks were or what activities they were I'm unaware of, but my perception was there was more political activities beyond just Congressman Schweikert's.

Jeff Brown: Back to the financial disclosures, did you ever have any discussions with Oliver Schwab about him, you know, not appropriately disclosing his personal finances?

Former Leg. Dir.: No.

Jeff Brown: Okay. Did you ever hear of any discussions like that?

Former Leg. Dir.: At the staff to staff level, nope, just the fact that those activities were taking place and there was a frustration given how the overall compensation in the office, at the time ... But I think those conversations were part of that overall conversation with the general dis-happiness of the...
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pay discrepancy between senior staff and mid and junior level staffs, comparatively.

Paul Solis: You mentioned that ... And this is, again, you mentioned it was through secondhand reports from Kat and Beau about Oliver's desire to not be subject to the financial disclosure requirements because of his personal wealth, and disclosing that, right? That's correct?

Former Leg. Dir.: That was my understanding, what I received, yes.

Paul Solis: Do you know if any part of that desire to not be subject to the financial disclosure requirements had anything to do with income he was receiving from Representative Schweikert's campaign?

Former Leg. Dir.: Not that I was aware of. You know, my understanding, it was that he received an inheritance and he was trying to move the funds before having to disclose them, but I was never aware of what level of compensation he was receiving from the campaign.

Jeff Brown: Again, just ... I'm trying to get a handle on why he was so concerned about disclosing personal wealth issues.

Former Leg. Dir.: You know, I don't have a solid answer for you on that outside of just what I was told. It was never a conversation I had with Oliver specifically.

Jeff Brown: Is it fair to say that Oliver Schwab was aware that he was subject to outside earned income limits as a senior staff?

Former Leg. Dir.: I think that's a fair statement. You know, Oliver generally was very aware of the reporting requirements that he would have to provide, so I think saying he was aware of those is accurate.

Jeff Brown: Do you ever recall any discussions in the office about Oliver Schwab not taking required ethics trainings?

Former Leg. Dir.: Yes, it was near the later portion of my time in the office. It was essentially, you know, "I haven't had to do one yet, why would I start now? They'll know I haven't done one." And it was kind of a running joke he had.

Jeff Brown: And this occurred roughly what year?

Former Leg. Dir.: Late 2105 through 2016, I'd say.

Jeff Brown: And, so, the implication from Oliver was that he's been on the Hill since roughly 2011 and he hasn't taken an ethics training up through 2015.

Former Leg. Dir.: Yes.
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Jeff Brown: Having said that, is it still your belief that Oliver Schwab would have been aware that he was subject to outside earned income limits?

Former Leg. Dir.: Yes.

Jeff Brown: And that would have ... he would have been aware of that from 2011 through today?

Former Leg. Dir.: Yes.

Jeff Brown: So, aside from Chartwell and any political consulting or fundraising activities that Oliver Schwab was engaged in, are you aware of any other businesses that Oliver Schwab was involved in?

Former Leg. Dir.: Not that come ... any that come to mind.

Jeff Brown: Okay, do you know if he undertook any sort of real estate endeavors?

Former Leg. Dir.: So, I believe he has a number of rental properties. I remember a relatively significant discussion he was having with, I think, Kat, at the time, who was refurbishing a home she bought about properties he was trying to rent in DC, or properties he was trying to buy in DC to rent.

Jeff Brown: Okay. Does this have anything to do with the inheritance issues we just discussed?

Former Leg. Dir.: You know, I wouldn't know. They were in that timeframe, but I never drew a connection if there is any.

Jeff Brown: Okay. What do you know about what sort of income Mr. Schwab was receiving from any of these real estate endeavors or investment properties?

Former Leg. Dir.: I'm ... No, I don't have a strong understanding or insight on specifics. I know, given some of the locations that he was looking to buy, they were, you know, not cheap properties in the District. You know, some are right on Mass Ave, which are relatively expensive.

Jeff Brown: Was it your understanding that he would be receiving rental income from these properties?

Former Leg. Dir.: Yes.

Jeff Brown: Okay. And, roughly, do you know how many rental properties he had?

Former Leg. Dir.: So, there was only one that ... And, again, I'm not even sure if the deal ever closed, but that there were discussions that either I was involved in or tangentially involved in on renting a property, I believe, off of Mass Ave, or buying a property to rent off Mass Ave. Outside of that I'm not familiar with what ... How many properties he owns or rents.
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Jeff Brown: Do you know if that ... There was ever a closing on that property?

Former Leg. Dir.: I believe so, but I'm uncertain, and, you know, won't want to say specifically yes or no, but I believe there was a closing on it.

Jeff Brown: Have you ever heard of a company called Pinkham Management, LLC?

Former Leg. Dir.: No.

Jeff Brown: How about Allerton Property Management?

Former Leg. Dir.: No.

Jeff Brown: Do you know if Oliver Schwalb had any sort of role, in DC or elsewhere, managing properties?

Former Leg. Dir.: So, part of the discussion on that one property that I'm aware of in DC was, you know, using a management company so that he is not directly managing it, and just essentially taking his cut of the rent. I'm not sure what role he has now, but I know that was part of a discussion.

Jeff Brown: So you don't know what the outcome of that discussion was?

Former Leg. Dir.: No.

Jeff Brown: Have you ever heard of a company called Health Wellness Partners?

Former Leg. Dir.: No.

Jeff Brown: How about Bristol Consulting?

Former Leg. Dir.: No.

Jeff Brown: Are you aware of whether Ana Schwab had any ... did any sort of political consulting or fundraising for anyone on the Hill?

Former Leg. Dir.: I believe she did some level of fundraising, for a number of members. Both David and Keith Rothfus and I think there was a number of relationships she cultivated from her brief time at the NRCC that kind of opened up the opportunity. While there were those discussions that I was aware of, I couldn't tell you what members, or to what extent.

Jeff Brown: Do you have any idea what sort of work she was doing?

Former Leg. Dir.: General fundraising, organizing events, scheduling, but not specifically on everything that she was doing.

Jeff Brown: Do you know if she was doing any of this on a volunteer basis, or if she was being compensated?

Former Leg. Dir.: My understanding is that it was all compensated.
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1 Jeff Brown: Did Oliver Schwab ever discuss using frequent flyer miles to pay for
2 Representative Schweikert’s personal travel?
3 Former Leg. Dir.: I know there were, he discussed quite frequently, use of frequent flyer
4 miles, and it would be hard for me to say if it was for personal or official
5 travel, but there were those discussions. I’m just not drawing a specific
6 instance to mind that would help delineate.
7 Jeff Brown: Okay. Was there ever a discussion about Representative Schweikert
8 specifically using Oliver Schwab’s miles?
9 Former Leg. Dir.: Again, I can’t think of a specific instance. Oliver generally tried to use
10 miles as much as possible.
11 Jeff Brown: Are you aware of any gifts or loans that Oliver would have made to
12 Representative Schweikert?
13 Former Leg. Dir.: At one point, I was told that he donated or he loaned the campaign a
14 relatively significant amount. I think several thousand, five or ten if I
15 recall correctly. Five or ten thousand dollars that were still owed to him. I
16 don’t really have a firm grasp on when that took place, or the full amount.
17 Jeff Brown: Do you know what year that loan would have occurred?
18 Former Leg. Dir.: No. My understanding was just an outstanding loan that Oliver never was
19 paid back on.
20 Paul Solis: This is to Representative Schweikert’s campaign committee?
21 Former Leg. Dir.: Yes.
22 Jeff Brown: Would that have occurred within the last year?
23 Former Leg. Dir.: The conversation occurred late 2016. When the contribution or loan was
24 made, I don’t know.
25 Jeff Brown: Did he ever discuss making any other sort of personal outlays on…for
26 Representative Schweikert or his campaign?
27 Former Leg. Dir.: Yes. It was generally an airing of grievances about the fact that he hasn’t
28 been paid back by David for those expenditures. I don’t have a dollar
29 figure, when those expenditures took place, it was just that he spent, he
30 bought X for David and he was never paid back, or he loaned the
31 campaign X amount and was never paid back.
32 Jeff Brown: Was this a formal loan of some kind or an informal loan?
33 Former Leg. Dir.: I’m not aware.
34 Jeff Brown: Do you know any more details about terms of this loan?
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Former Leg. Dir.: No.

Jeff Brown: Is there anything that we haven't discussed today that you think would be appropriate to talk about in light of our discussions?

Former Leg. Dir.: Nothing that is coming to mind at the moment.

Jeff Brown: Is there anyone else who you think we should speak with in light of the questions that we've asked you today?

Former Leg. Dir.: I think we discussed the folks, at least from my time on the staff, who were current or former employees who had some understanding of what was ongoing with Oliver. I don't have anyone else outside of the folks that we already mentioned, Beau, Kelly, Kat, who would provide greater clarity on these issues.

Jeff Brown: Okay. I think you said this already, but I just wanted to verify. Has anybody from Representative Schweikert's office contacted you about an OCE investigation?

Former Leg. Dir.: No.

Jeff Brown: Have you contacted anybody else about the OCE investigation?

Former Leg. Dir.: No. I've heard through grapevines that there may have been an investigation, but I never heard anything from official ... there was never a discussion on, you know, coming in, talking with you. I never had a discussion with anyone on them speaking with you. It's just kind of that there could be an inquiry into David, but that's about all I had. I never ...

Jeff Brown: Who else have you talked to about this article, either in the office or outside of the office?

Former Leg. Dir.: About this article? A number of friends who never worked with David sent this to me when it came out, and then Kelly Roberson sent it to me. I think that's essentially it. I'm trying to think who else. When it first came out a number of folks that knew I worked with David forwarded me the article.

Jeff Brown: Okay. Paul, anything else?

Paul Solis: Yeah. I don't know if we covered this at the very beginning, but what were the circumstance of your departure from Representative Schweikert's office?

Former Leg. Dir.: I was looking to leave David's office for quite some time. Oliver made it clear to me that there was no growth potential in that role, that I was essentially stuck where I was. That I wasn't going to receive any salary.
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increases. No promotion potential. So I was trying to leave, and then

starred talking with the Mulvaney folks in the latter part of the 114th

congress, his chief was getting ready to leave. Then they were promoting

his LD to chief and I was going to come in as LD. Then everything kind

of, after the election, went on hold, for quite some time.

Paul Solis: Okay. You weren't terminated, you resigned?

Former Leg. Dir.: I think the feeling was mutual. I was ready to get out of there. I wasn't

happy. I was actively looking. It was essentially, they were giving me

somewhat of a grace period to leave the office. If I didn't leave before a


certain amount of time, then it was clear that I would be terminated, but

again, that grace period never extended to that point. So officially, I wasn't

ever terminated or fired, but it was clear that my time at that office was

coming to an end.

Paul Solis: Who made that clear to you?

Former Leg. Dir.: Oliver.

Paul Solis: When you did leave, was there any problematic occurrences, problematic

interactions between you and Oliver before you left?

Former Leg. Dir.: The way he made that clear to me was through an email, which I felt,
given six years of service to David and Oliver was inappropriate. I forced

him to sit down with me and walk me through everything. It was a, you

know, a professional conversation. Obviously the topic wasn't ideal, but at

the end of it, there was no issues raising from that, that, and again, to this
day if I see him, I say hi. It's still professional. I wouldn't say that there

was any, you know, negative interactions or negative outbursts or anything

that took place.

Jeff Brown: All right. With that, I think we'll end the recording.
EXHIBIT 3
Transcript of Interview of
“Former Deputy Chief of Staff”
January 18, 2018
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1 Jeff Brown: Okay. This is Jeff Brown. With me is Paul Solis and Brandon Wong
2 from the Office of Congressional Ethics. Before us we have “Former
3 Deputy Chief of Staff”. It is a little after 3:00 on January 18th. We are
4 in the conference room at the Office of Congressional Ethics. “Former
5 Deputy Chief of Staff” has been given a copy of the False Statements
6 Warning, and we are going to get underway.
7 Former Deputy C.O.S.: Before we begin, I am “Former Deputy Chief of Staff”. I give consent
8 for this conversation to be recorded on the condition that I get a copy
9 of the transcription.
10 Jeff Brown: Is “Former Deputy Chief of Staff” okay, or do you prefer-
11 Former Deputy C.O.S.: It’s “Former Deputy Chief of Staff”.
12 Jeff Brown: “Former Deputy Chief of Staff”, okay “Former Deputy Chief of
13 Staff”, you were previously employed by Representative Schweikert.
14 In what capacity were you employed in his office?
15 Former Deputy C.O.S.: Started as an LA, became the L.D, then the Deputy Chief of Staff.
16 Jeff Brown: Okay. Can you roughly walk me through the timeframes in which you
17 held those different jobs?
18 Former Deputy C.O.S.: I came on at the new Congress of 2012 and worked for him until …
20 Jeff Brown: Okay. Do you recall approximately the dates in which you were
21 promoted through those series of roles?
22 Former Deputy C.O.S.: Promoted to L.D, May-June timeframe of 2012. Deputy Chief of Staff,
23 December of 2014.
24 Jeff Brown: Okay. Who did you report to while you were in Representative
25 Schweikert’s office?
26 Former Deputy C.O.S.: Initially, Matthew Tully as an LA. Then he became Chief of Staff
27 when I became the L.D. I continued to report to him until he left. I
28 guess that would be spring of … I think ’13, at which point in time I
29 reported to Oliver Schwab.
30 Jeff Brown: You are no longer in Representative Schweikert’s office. Where do
31 you currently work?
32 Former Deputy C.O.S.: Consumers’ Research.
33 Jeff Brown: Okay. When did you start there?
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Former Deputy C.O.S.: June of this year as a 1099 employee and was hired full-time August, early September of this year.

Paul Solis: Do you mean 2017?


Jeff Brown: Why did you leave Representative Schweikert's office?

Former Deputy C.O.S.: I felt that the office had become unstable. I had been given assurances that the Chief of Staff was leaving, and when he decided to stay he became somewhat abusive to me and another senior staffer. I was then given the option of staying for a dramatically reduced salary, with my performance being judged on campaign donations or leaving with a six month severance. I chose to leave. However, I never received the severance. At the end of December, I was told that the office would not be honoring that agreement.

Jeff Brown: Okay. I'd like to break down some of that. You said there was you and another individual you felt was subject to some abusive behavior. Who is the other staffer?

Former Deputy C.O.S.: Kevin Knight.

Jeff Brown: Okay. When you were referring to the Chief of Staff a moment ago, you were referring to Oliver Schwab.

Former Deputy C.O.S.: Correct.

Paul Solis: Well, first I'd like to . . . based on Jeff's initial question about why you left. You said you felt the office had become unstable. Can you just give us a little more detail on what you meant by that?

Former Deputy C.O.S.: Oliver, through two hour-and-a-half sessions over the phone, the first minutes cussing me out and telling me that I was terrible at my job . . . after literally 24 hours prior saying that I was going to be there forever, and he was leaving, and I was going to be Chief of Staff. He was showing . . . this all happened over the course of literally a two week period. He was showing signs of severe stress and anger at the member and was lashing out at me. So, it was basically two hour-and-a-half sessions where he screamed and swore at one with both me and Kevin Knight and one with just me.

Paul Solis: Okay. So, he had informed you in some way that he was leaving the office?
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Former Deputy C.O.S.: Yes

Paul Solis: Okay. When did he inform you of that?

Former Deputy C.O.S.: He had been saying that the entire congress. He had his paperwork in at one point in time.

Paul Solis: This is the 114th Congress?

Former Deputy C.O.S.: Yeah, the 114th. We're in the 15th. At one point in time at 113th, he had paperwork signed to leave, and on his last day decided to stay. Basically through the entire year of 2016, he would go through these tirades against the member both to me and ... and sometimes to Kevin and I together, sometimes just to me, sometimes just to Kevin ... about how awful David was and how he hated it and how he was going to quit. He basically said, "I'm not coming back." That was basically the whole year of 2016. When he decided to come back after having his two outbursts with me and basically saying, you know, "Here are two options. You can quit with severance or you can come back next year at a reduced title, reduced pay, you'll never see your family, and you're going to be judged on how much money we bring in to Dave, even though you're not the fundraiser, you're going to be the one that's responsible for that top dollar." As the legislative staff, I did not want to come back anymore.

Paul Solis: So, that information that was passed to you by Mr. Schwab occurred in two telephone conversations?

Former Deputy C.O.S.: No, that was face ... the last conversation was ... so after his first round of abuse over the phone with me and Kevin Knight, I just kind of ... he wasn't around, he was out of town.

Paul Solis: When did that happen?

Former Deputy C.O.S.: October of 2016. It was probably the end of September. It was literally the day before the NCAI Convention in Phoenix. It was the first phone call. I was basically given instructions to fly out to Phoenix day of, to go to that convention even though previously we had discussed me not going, because of the hour-and-a-half phone call, I went. Things were fine for a week. He ended up getting really frustrated over an even with Kevin McCarthy that was kind of air dropped on us. He spent the next Monday on the phone with me while he was in Phoenix. I was in the office at the time, and the entire staff could hear him screaming over the phone. I had to go to the member's office. After that it was another hour-and-a-half, basically just screaming and...
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everything is terrible. After that I asked for a meeting. At that meeting
he gave me the options to stay at reduced salary, reduced title, and
being judged by campaign donations, or to go with six month
severance. I chose to go with the six month severance.

Paul Solis: Okay, that face to face meeting also happened in October of 2016?

Former Deputy C.O.S.: Yes.

Paul Solis: Were you a campaign staffer, either paid or volunteer at the time?

Former Deputy C.O.S.: No.

Paul Solis: Do you know then why he would say to you that your performance
would be based on campaign donations?

Former Deputy C.O.S.: I know that David … and this was the ongoing theme throughout the
year of how he wanted to quit, was David was putting increasing
pressure on him to raise money because David wanted to run for the
Senate. David was basically telling him, “I need a million dollars if I’m
going to run for the Senate.” I think that was weighing on him. I do not
believe if I had stayed that would have been what happened. That was
just what was threatened, and I didn’t want to take that chance.

Paul Solis: Did he say to you at all whether the member had made the information
he passed to you that your performance would be based on campaign
contributions, did he say whether that came from Representative
Schweikert?

Former Deputy C.O.S.: Absolutely not, no. He didn’t. David had said to me on multiple
occasions, “I’m leaning on Oliver to raise money. That’s not your
responsibility.”

Paul Solis: Okay.

Jeff Brown: Was Representative Schweikert ever made aware of these two October
2016 outbursts?

Former Deputy C.O.S.: No.

Jeff Brown: Did you ever have any conversations with Representative Schweikert
about your decision to leave?

Former Deputy C.O.S.: I believe it was relayed to him that I wanted to leave to be a chief.
When I had decided to leave, I didn’t want to bring it up. I really just
wanted to be done with the place. You know, with David and with
Oliver. Once I left in November … I think my last official day in the
office was the Monday before Thanksgiving of 2016. After that I never talked to David again.

3 Paul Solis: Just to get the timing straight, you said your last day in the office was November of 2016 ... you said before Thanksgiving? Or after?

5 Former Deputy C.O.S.: The Monday before Thanksgiving.

6 Paul Solis: Before Thanksgiving. And when we asked you how long you'd been in the office, you specifically mentioned January 3, 2017?

8 Former Deputy C.O.S.: I physically left the office. I was continuing to do work and one of the things that was ... you're going to be basically essentially on contract for the next six months and so I was no longer physically in the office but I was still performing work for the office until January 3rd.

12 Paul Solis: Of 2017?


14 Jeff Brown: Okay. You said that Mr. Schwab had made it clear on several occasions that he was planning to leave the office. Can you talk about those instances in a little more detail?

17 Former Deputy C.O.S.: Up and ... I mean it was such a regular occurrence that people were noticing how tired I was and people thought it was because David is a hard member to work for. He's highly caffeinated and a little off kilter at times. It was because Oliver was always threatening to quit, like literally day of walk out, quit. "I'm going to quit today. I hate David and I hate this job and this is going to be terrible." And I consistently talked him off the ledge because David is, I would say ... the word I would use would be emotionally attached to Oliver.

25 Jeff Brown: What other staffers in the office would have been seen or been privy to any of these conversations?

27 Former Deputy C.O.S.: Cami Lepire heard the conversation. Oh, as far as Oliver quitting or him yelling at me?

29 Jeff Brown: Either one.

30 Former Deputy C.O.S.: As far as the conversation that was overheard when he was yelling at me the second time. Cami Lepire did overhear that and apologized because she thought it was her fault that he was yelling and it wasn't. But he was fairly open to every staffer that would ask him that he was going to quit and not come back in my opinion. There was no one that
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... there was literally no one in the office that assumed he was going to be back this Congress.

Paul Solis: Just a little bit walk back on your time in the office, so from 2011 when you started, was Mr. Schwab in the office?

Former Deputy C.O.S.: Yes. He was-

Paul Solis: Your entire time there?

Former Deputy C.O.S.: He was there until he left to run the Super PAC in the Quayle campaign of 2012 and then he came back after the election.

Paul Solis: Did he have the same job title both periods?

Former Deputy C.O.S.: No. He came back ... Matt Tully was still chief of staff when Oliver came back. Oliver I think had the title of senior advisor and then when Matt left, Oliver became the chief of staff again.

Paul Solis: Okay. Again when was that when he became chief of staff?

Former Deputy C.O.S.: Whenever Matt Tully left, I believe Spring of '14.

Paul Solis: Okay. And in that 2011 to 2012 window before he left to go run the Super PAC, was title also senior advisor?

Former Deputy C.O.S.: No, it was chief of staff.

Paul Solis: Mr. Schwab's?

Former Deputy C.O.S.: I did not report to him but that was his ... Oliver was the chief of staff.

I reported to Matt Tully when Matt Tully was the LD. When Oliver left, Matt Tully became the chief and then I reported to Matt Tully as chief as the LD.

Paul Solis: Got it.

Jeff Brown: Do you currently have any relationship with Oliver Schwab?

Former Deputy C.O.S.: None.

Jeff Brown: Okay. When was the last time you spoke with him?

Former Deputy C.O.S.: I think I sent him an email thanking him for a referral to or for information that John Carter had a job opening at that time. I was still unemployed and I said thank you. And I think it was the last response. I did have an email from him, you know, when you called, I knew this was going to be about this because I saw the story. I was not one of the sources. I called Kevin because I still have a ... I do have a very good
relationship with Kevin. He and I talk regularly and he’s kind of my
mentor in a lot of things. I told him, I said, “I wasn’t the source,” and I
don’t have anything to do with this and I really don’t want anything to
do with this.” Evidently, Kevin did relay to Oliver that I was not the
source and Oliver said, “Thank you for your kind words,” and that was
the last I’ve heard of him. He has not called me or emailed me since
and I did not respond to that email.

Jeff Brown: What did Kevin say about the story?

Former Deputy C.O.S.: He ... when I had called him, he had not even heard ... he had not
even seen the story. He was doing ... oh he may have been on vacation
with his ... I think that’s when his mother-in-law was passing. So, he
didn’t even know the story.

Jeff Brown: Have you talked to anybody else about that story?

Former Deputy C.O.S.: Other than my wife and my parents, no.

Paul Solis: When was Mr. Schwab’s email to you about-

Former Deputy C.O.S.: That’s not ... I did share that with my current employer so that she
would know that that was going on.

Paul Solis: Wait for the train to go by. When did Mr. Schwab send you that email
saying, “Thank you for your kind words?”

Former Deputy C.O.S.: Sometime in November.

Paul Solis: Of 2017?

Former Deputy C.O.S.: Yes.

Jeff Brown: Do you have any idea who the sources were for that story?

Former Deputy C.O.S.: I could probably make a guess for one and a good guess for one and a
somewhat educated guess for the other but other than that, no.

Paul Solis: Okay. What would you lead you to have an educated guess on one of those?

Former Deputy C.O.S.: I believe that he terminated Mary O’Connor at roughly the same time
he did me. She had major issues with some of the things that he did. I
believe I signed all the budget paperwork. I have no reason to believe
that he was doing anything unethical with his reimbursements.

Spending, that’s for sure. But, you know, she would get frustrated
over his spendthrift nature but I believe that she had concerns so I
believe that she could be one. I also have not heard but I ... not
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directly from any source, but from people who have worked with
Martha McSally’s chief, that he could be one, that that would be the
kind of thing that he would do.

Paul Solis: And who is that?

Former Deputy C.O.S.: Justin Roth.

Jeff Brown: What is Oliver’s relationship to Justin?

Former Deputy C.O.S.: Just colleagues but the suspicion and this is someone who is now
working for the federal government way out west who I used to work
with in John Carter’s office, he has no ties to him other than he worked
for Justin Roth when Justin Roth was Joe Walsh’s chief. And he said
based on the things that he observed Justin Roth do while he was with
Joe Walsh, that he could see that Justin Roth would leak something
like this to the press to force David to stay out of the Senate race so
that Martha McSally could run.

Paul Solis: And just to go back, you mentioned a couple times this Mary
O’Connor?

Former Deputy C.O.S.: Mmm-hmm (affirmative).

Paul Solis: Was I think you used the word terminated, was she actually ... her
employment was terminated by the Member? Paperwork was signed
by the Member?

Former Deputy C.O.S.: That was after I left.

Paul Solis: Okay. So you don’t know that firsthand knowledge?

Former Deputy C.O.S.: I ... the only ... I mean I wasn’t in the office at the time, but I was told
by former staffers that were still on the Hill that she was let go.

Paul Solis: Okay. And you also referred to your employment as being terminated
as well, and I just want to be clear, you talked to us about the options
that were given to you but were you officially terminated or did you
resign?

Former Deputy C.O.S.: I took a severance package, and then I got an email right before the
start of the new Congress saying that the severance package was not
going to be offered because he needed the money for other places.

Paul Solis: Okay.

Former Deputy C.O.S.: And so at that point in time, I would consider myself moving from
resigning to terminated.

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1 Paul Solis: Okay.

2 Former Deputy C.O.S.: Semantics.

3 Paul Solis: Okay. Were you notified at all by the House that your employment had been terminated?

4 Former Deputy C.O.S.: I mean only in the… I didn’t get a paycheck the next month.

5 Paul Solis: Okay.

6 Former Deputy C.O.S.: I filed for unemployment and it was not contested.

7 Former Deputy C.O.S.: Oliver Schwab.

8 Paul Solis: Okay. I just want to be clear because I think it matters in the timeline here. You were offered a severance package, and I want to ask a question about that. You were offered a severance package, you received an email from Oliver Schwab or Representative Schweikert?

9 Former Deputy C.O.S.: Honored.

10 Former Deputy C.O.S.: I received a paycheck.

11 Former Deputy C.O.S.: I got my paycheck on … my last paycheck for up through … from January 1st to January 3rd, and that was it.

12 Paul Solis: Were you… and you talked about Mr. Schwab’s message to you that there were options in front of you. You could stay on.

13 Former Deputy C.O.S.: That was in October.

14 Paul Solis: Did you refuse those options in that meeting with him or that discussion with him?

15 Former Deputy C.O.S.: No. I told him I needed time to think about it. I originally asked to give him a decision post-Halloween or no post-Thanksgiving and he did… he originally agreed to that and then moved the timeline up but I had decided basically within less than 24 hours that I was not going to go back.

16 Paul Solis: Okay. So, you had never filed paperwork in late 2017 with House Payroll notifying them of your ending of employment with the House?

17 Former Deputy C.O.S.: No.

18 Paul Solis: You just stopped receiving a paycheck?
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1 Former Deputy C.O.S.: Yeah.

2 Paul Solis: Did you at all inquire with the Office again about the status of your employment?

3 Former Deputy C.O.S.: He sent me an email saying that they weren’t that my... after... The original agreement was for me to receive payment until - full salary for six months until July 1 of 2017. Either late December or early January, he sent me an email saying that because of David’s changing budget needs, he can’t honor the agreement, and that I would be paid through January 3rd, and that would be the end of it.

4 At the time, my wife was in her third trimester. It was a very difficult pregnancy and every time I had an email from Oliver Schwab, I would talk to my wife, because we had that kind of relationship and it would shoot her blood pressure up and be dangerous for the baby. I just wanted it to end, and so I said, “Fine. I will not seek any compensation.”

5 Jeff Brown: Did you maintain any of these documents related to your severance?

6 Former Deputy C.O.S.: Everything else was done through the House. I didn’t have access my House email post-Thanksgiving. I recently deleted... I guess, I kept seeing his name pop up in my Google searches, so I deleted everything, but that can probably be recovered, the last email that I got from him. That was before you emailed me. That was the last time, I think.

7 Jeff Brown: Did you want to ask a question about the severance?

8 Paul Solis: No. I think... You’ve given us the terms of the severance. It was that you were going to be paid through July of 2017 at your typical salary, your normal salary.

9 Former Deputy C.O.S.: Mm-hmm (affirmative).

10 Paul Solis: But that you would no longer be reporting to work anymore, right?

11 Former Deputy C.O.S.: Mm-hmm (affirmative).

12 Paul Solis: Your employment would be terminated or-

13 Former Deputy C.O.S.: I would be continuing to work as a need basis.

14 Paul Solis: Okay.

15 Former Deputy C.O.S.: In the office.

16 Paul Solis: It was still an understanding you would be a House employee?
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1 Former Deputy C.O.S.: Yes.
2 Paul Solis: But at a reduced work hours?
3 Former Deputy C.O.S.: Yes.
4 Paul Solis: But there was no understanding between you and Mr. Schwab that you would no longer be reporting at all to work?
5 Former Deputy C.O.S.: I think he was under the impression that I would get a new job really quickly and he would never have to ever pay me any additional money, which was my intention. I really wanted to be done, but ... But yeah, that’s ...
6 Paul Solis: Do you know if there was an official designation of the type of work category you’d be in? If it was leave with pay or ...?
7 Former Deputy C.O.S.: I don’t.
8 Paul Solis: Okay. We can move on, Jeff, if you like.
9 Jeff Brown: We’ve talked a little bit about your relationship with Oliver, in the office, Mr. Schwab. What was your working relationship like with Representative Schweikert?
10 Former Deputy C.O.S.: Excellent.
11 Jeff Brown: Can you talk a little bit about the working relationship that you had with him? Sort of, what things you would directly report to him on?
12 Former Deputy C.O.S.: Oliver was technically my supervisor when I became the deputy chief of staff, but for all intents and purposes, I was reporting to David on everything, everything legislatively. I staffed him at committee. We had a very good working relationship.
13 Jeff Brown: To what extent was Representative Schweikert aware of Mr. Schwab’s continued threats to quit?
14 Former Deputy C.O.S.: I don’t think he was. He knew that Oliver had put in paperwork once to leave, but I don’t think David was aware that Oliver was constantly teetering back and forth on it.
15 Jeff Brown: How would you describe Representative Schweikert’s relationship with Mr. Schwab?
16 Former Deputy C.O.S.: Dependent. Maybe even co-dependent.
17 Jeff Brown: What do you mean by that?
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1 Former Deputy C.O.S.: I think ... I'm not a doctor. I think that David displays some signs of autism. And Oliver got him elected the first time, and David feels that without Oliver, nothing could go right for him.

4 Jeff Brown: What do you mean Oliver got him elected the first time?

5 Former Deputy C.O.S.: I mean, Oliver was the campaign staffer. The story that I know is that they were in the car. Oliver was with Senator Toomey at the time, back when Toomey was running Club for Growth. David called Toomey, said, "I need to figure out how to win this campaign." Toomey said, "I've got this guy for you right now. He'll be there." And they won. They beat Harry Mitchell and David got elected. And so, when he won the campaign, I think he considered Oliver's campaign plan as what won him that campaign.

13 Jeff Brown: If it's okay, I would like to sort of take a step back a little bit, and talk a little bit more generally about the ways things operated in Representative Schweiker's office.

16 Former Deputy C.O.S.: Okay.

17 Jeff Brown: You can kind of talk through some generalities, and then I have some more specific questions along the lines of some of the stuff we were just talking about. Did you have occasion to travel while you were in Representative Schweiker's office?

21 Former Deputy C.O.S.: Yes.

22 Jeff Brown: Okay. How frequently?

23 Former Deputy C.O.S.: Once a quarter, maybe.

24 Jeff Brown: And generally, for what sort of purposes would you travel?

25 Former Deputy C.O.S.: Most of my travel was done to the district. I had maybe one or two over the course of the year to go outside the district to represent Schweiker in an official capacity if David wasn't available.

28 Jeff Brown: How frequently do staffers travel to and from the district?

29 Former Deputy C.O.S.: Most staffers very infrequently, no more than once or twice a quarter. There were a few staffers that were from the district that would be more regular to go back and staff David on events. Oliver seemed like he was traveling most weekends to the district, at least every other weekend to the district.

34 Jeff Brown: And when you say weekends, what days are we actually talking?
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1 Former Deputy C.O.S.: Last session day to the flying day. So if it's a four-day week and we
2 ended on Thursday, Oliver would fly out Thursday or Friday morning
3 and then come back before votes on the Monday or the Tuesday,
4 depending on which ...
5 Jeff Brown: Are you aware of what sort of role Oliver was playing while in
6 Arizona for Rep. Schweikert?
7 Former Deputy C.O.S.: A little. He made a dual-hat role, both as the chief of staff
8 representative for David, official business, and also doing fundraising.
9 Jeff Brown: Okay.
10 Paul Solis: He was a paid campaign employee?
11 Former Deputy C.O.S.: I did very little campaign work for him. I know very little about the ins
12 and outs of the campaign.
13 Paul Solis: Are you aware if Oliver Schwab was a paid campaign employee?
14 Former Deputy C.O.S.: I am not.
15 Paul Solis: You do know that he did work for the campaign?
16 Former Deputy C.O.S.: I do.
17 Paul Solis: But whether or not he was compensated for that you do not know?
18 Former Deputy C.O.S.: I do not know.
19 Jeff Brown: You said Oliver would travel back and forth to the district with some
20 degree of frequency. Who else would travel back? Specifically, who
21 else would travel back and forth with frequency?
22 Former Deputy C.O.S.: Other than the member, no one else with frequency.
23 Jeff Brown: Can you walk us through the process by which a staffer, if they were
24 traveling to another district, how would they arrange for travel out to
25 the district?
26 Former Deputy C.O.S.: Usually book their own flights and then reimburse the flight.
27 Jeff Brown: How does the reimbursement process work?
28 Former Deputy C.O.S.: Book the flight, print the flight receipt, and then you look at the flight
29 receipt and then you reimburse, the reimbursement process.
30 Jeff Brown: Who is the person that you're going to to seek the reimbursements?
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Former Deputy C.O.S.: When I was signing some budget documents it was both me with the second eye set of Mary O'Connor. I would not sign my own documents without another staff to look through anything that I was getting reimbursed on.

Jeff Brown: Who would have signed them for Mr. Schwab?

Former Deputy C.O.S.: Often me with Mary O'Connor also seeing.

Jeff Brown: If Oliver was heading out to the district during one of those weekends, would you have conversations about what sort of work he was doing out in the district?

Former Deputy C.O.S.: Usually, yes.

Jeff Brown: You mentioned that he would staff David on both official and campaign-related issues.

Former Deputy C.O.S.: Mm-hmm (affirmative).

Jeff Brown: If there were campaign-related issues, was there ever any discussion about whether or not the campaign would pay for the flight or the official MRA would pay for the flight?

Former Deputy C.O.S.: No. Most issues with the campaigns, they were either ... If he was doing campaign-related activities, they were either after-hours or on the weekend. He would be there for official business at least, basically a day and a half, two days, and if there was any sort of campaign event, it would not be the majority of his time there.

Jeff Brown: Did you have any concerns based upon the travel-related documents that you saw with the way in which Mr. Schwab was spending MRA funds to travel to and from the district?

Former Deputy C.O.S.: Not at the time. In hindsight, I felt there may ... should have been more supervision of him.

Jeff Brown: What do you mean by that?

Former Deputy C.O.S.: I just ... I'm a very cover-your-butt kind of guy. I'm very familiar with your organization because when I was with John Carter, I learned all about the history of the OCE and how it was formed. He was my boss. I felt like I had to sign his documents. I didn't really think about it until after I left, that there was not enough overlap on activities and there should've been more.
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1. Jeff Brown: To what extent was Representative Schweikert involved in approving any of Mr. Schwab's travel?

2. Former Deputy C.O.S.: Almost none. I mean, other than telling David "I'm coming to the District," David said ... or David telling him "Come to the District."

3. Jeff Brown: So the individuals that may have been involved with Oliver's travel to and from the District would have been potentially yourself, Mary, and maybe Representative Schweikert?

4. Former Deputy C.O.S.: Yeah. I'm sure I didn't sign every single reimbursement document. I'm sure if you look through, over the reimbursement documents, you'll find a Kelly Roberson or a Katherine Dimenstein or maybe a Ryan White as well. But it was my standard operating procedure that at least two staffers, whether that was me and Mary O'Connor or another staffer and Mary O'Connor, always saw the documents for reimbursement.

5. Jeff Brown: Were there any policies and procedures in place in the office relating to staffer travel to the District?

6. Former Deputy C.O.S.: No, not officially.

7. Jeff Brown: Okay. Unofficially?

8. Former Deputy C.O.S.: I wouldn't say unofficial. I mean, other than "You need to go to the District, go to the District for these meetings."


10. Paul Solis: Your policy that you just talked about of having at least a couple staffers look over reimbursement request documents, that also applied to Mr. Schwab's reimbursement requests?


12. Paul Solis: So he would have two independent people look over his documents?

13. Former Deputy C.O.S.: I would always look at and Mary O'Connor would always look at it.

14. Paul Solis: And when you talked about your policy, you sort of developed that method or was that-

15. Former Deputy C.O.S.: That was my ... yeah, that was my method.

16. Paul Solis: Okay. And Mr. 

Paul Solis: And Mr. Schwab sort of acquiesced or agreed to that.
Former Deputy C.O.S.: Yeah.
Paul Solis: That method?
Former Deputy C.O.S.: Yep.
Jeff Brown: Would you and/or Mary have been raising any issues that you did see?
Former Deputy C.O.S.: Yes.
Jeff Brown: Okay. Do you know if either yourself or Mary ever raised any issues with any MRA-related disbursements?
Former Deputy C.O.S.: The only two I can think of were a Dyson fan for Oliver's office and the standing desks, both of which Mary said "If these get kicked back, you need to pay out of pocket." And that's it.
Paul Solis: And this policy, again, you have two independent staffers looking at the documents, how long was that in place?
Former Deputy C.O.S.: For the entire time that I was signing the budget documents.
Paul Solis: How long were you signing budget documents?
Paul Solis: Until the end of your-
Former Deputy C.O.S.: Yeah.
Paul Solis: - employment?
Former Deputy C.O.S.: Until I left the office on the Monday before Thanksgiving of 2016.
Paul Solis: Why didn't Mr. Schwab, as chief, take on the budget responsibilities?
Former Deputy C.O.S.: Was that a decision by-
Paul Solis: I asked to take on the budget responsibilities. At one point in time, he said "The budget's killing me," and I said "I'll do the budget." I wanted the experience.
Paul Solis: And this is with Mr. Schwab, you had this conversation?
Former Deputy C.O.S.: Yes.
Paul Solis: Okay.
Jeff Brown: When staffers travel out to the District Office, is there a hotel that they would ordinarily stay in?
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1 Former Deputy C.O.S.: I almost always stayed at the Scottsdale Plaza because it was pretty cheap and it's close to the District, or close to the District Office.
2 Oliver almost always stayed at this okay Hilton Garden Inn. I'd stayed there once I think, and I did not care for it.
3 Jeff Brown: Are both of those hotels close to the District Office?
4 Former Deputy C.O.S.: Yes, within 10 minutes I think.
5 Jeff Brown: Would you need to rent a car in order to get from the closest hotel to the District Office?
6 Former Deputy C.O.S.: Oh, I don't think there's any hotel close enough to the District Office that you could just walk to.
7 Jeff Brown: So it was standard practice, if anyone was traveling to the District, to rent a car?
8 Former Deputy C.O.S.: Yes.
9 Jeff Brown: Can you walk us through who the primary staffers are out in the District?
10 Former Deputy C.O.S.: Kevin Knight, Ernestina Borquez-Smith are the only two that I know of that are still there.
11 Jeff Brown: Can you tell us a little bit about their roles?
12 Former Deputy C.O.S.: Kevin is ... I like to call him the heart, David's heart. He's a former legislative ... or, sorry. He's a former Minnesota Congress ... State House Representative. He takes the hard meetings in the District, you know, the meetings that most people end up crying in. Ernestina is the ... I don't mean like ... I mean like the heartfelt meetings, the ALS, the Dreamer kids, those types of meeting where it's ... you want to be able to be helpful. Kevin does a better job, or at least in the District, does a really good job at interacting with them. Ernestina, she is a bit of a catchall in the District. She also is the head case worker. In my opinion, there's no one better.
13 Jeff Brown: What sort of relationship does Oliver have with Kevin Knight?
14 Former Deputy C.O.S.: I would assume he has a good relationship. We were all very close for almost six years.
15 Jeff Brown: You said Kevin is a bit of a mentor to you-
16 Former Deputy C.O.S.: Yes.
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Jeff Brown: Can you just elaborate on how that relationship developed?

Former Deputy C.O.S.: Kevin and I started ... My very first trip out to the District, which ... I cannot remember if it was in 2011 or 2012, but I was there for an entire week. Kevin just kind of sat down and said "Here's how my life has been. I started as a salesman and ran for politics. Came here to retire, got with David. Here are the conservative things that I believe and how you should live your life," and I went to church with Kevin when I was down in the District. He's an older guy who has a good head on his shoulders.

Jeff Brown: When you would travel to and from the District, how does one keep track of expenses?

Former Deputy C.O.S.: Receipts.

Jeff Brown: And how does a staffer go about getting reimbursed for their expenses in the District?


Jeff Brown: Who do those flow through in Representative Schweikert's office?

Former Deputy C.O.S.: If it was me traveling, I would show Oliver and one other staffer and Mary O'Connor. If it was another staffer, they'd go to Oliver then to me and then to Mary O'Connor.

Jeff Brown: Were there any office policies or procedures or guidelines on amount of money that could be spent on accommodation, travel?

Former Deputy C.O.S.: Try to keep it as ... Wherever you're staying, try to get a government rate, cheaper than $150 a night. Get the cheapest car you can find within $4 or $5. For me and the instructions that I gave to my staff was if your meals are office-related, you can reimburse them. If you're going to go out and have drinks and just have a good time, then no.

Jeff Brown: Switching gears a little bit. Office supplies. If you're a staffer in Representative Schweikert's office and you need office supplies, how do you go about procuring those office supplies?

Former Deputy C.O.S.: Well, if it's an immediate need, typically would use the office supply store in the House. Some of those items are really expensive. If it was power cords and things like that, you'd order them on Amazon usually, for me and the other staffers. Anything that you couldn't get in the office ... Anything that you couldn't get in the supply store or was exuberantly expensive in there, it would go through Amazon.
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1 Jeff Brown: Is there an individual in the office who's primarily responsible for ensuring that the office has all the office supplies that it needs?

2 Former Deputy C.O.S.: I would say for the most part, staff would say "I need to go downstairs and get pens," or "I need this." Most of the Amazon supply purchases, I would say, directly from the lower level staff, would come through me.

3 Jeff Brown: Is there any sort of office policy or procedure on office supplies?

4 Former Deputy C.O.S.: You know, not ... Be reasonable.

5 Jeff Brown: Does Representative Schweikert have any involvement in-

6 Former Deputy C.O.S.: No.

7 Jeff Brown: ... the office supply purchases?

8 Former Deputy C.O.S.: None.

9 Jeff Brown: Switching gears again, I'd like to talk a little bit about education. Are staffers in Representative Schweikert's office reimbursed for educational coursework of any kind?

10 Former Deputy C.O.S.: Yes. I mean, they paid for ... The House reimbursed my education for my federal student loans.

11 Jeff Brown: How about outside of repayment for student loans? Are individuals permitted to take coursework while they're staffers?

12 Former Deputy C.O.S.: No one during my time there did that. I don't ... that I ever remember signing a reimbursement for.

13 Jeff Brown: Okay. Are you familiar, excuse me, with the Naval War College?

14 Former Deputy C.O.S.: I am.

15 Jeff Brown: It seems to be a popular place for folks in Representative Schweikert's office to take courses. Can you elaborate on that?

16 Former Deputy C.O.S.: I believe that Katherine Dinnenstein and Ryan White were both trying to get master's degrees from there. As Congressional staffers, I believe ... I was under the impression it was free.

17 Paul Solis: Why do you have that impression?

18 Former Deputy C.O.S.: That's what I was told by them, and I had no reason not to believe them. I've heard lots of people talk about the Naval War College for the most part being free for Congressional staffers.
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1 Jeff Brown: Do you know if their courses are online or in person?
2 Former Deputy C.O.S.: No idea.
3 Paul Solis: Do you recall Oliver saying that he took courses there?
4 Former Deputy C.O.S.: I don't think so.
5 Paul Solis: Or did anybody talk about Oliver taking courses there?
6 Former Deputy C.O.S.: I don't think so.
7 Jeff Brown: I'm going to hand you just a couple documents and feel free to flip through them -
8
9 Former Deputy C.O.S.: Okay.
10 Jeff Brown: I really just have a couple very brief questions -
11 Former Deputy C.O.S.: Okay.
12 Paul Solis: And, you know, he's not the author of those-
13 Jeff Brown: Correct.
14 Paul Solis: ...documents. You didn't create the documents, at least as far as we understand it. It's just more of a refresher to get your eyes on an item on a piece of paper that maybe you can help answer Jeff's questions.
15
16 Former Deputy C.O.S.: Okay.
17 Jeff Brown: Can you just generally describe for me what this document is?
18 Former Deputy C.O.S.: It looks like a current commercial reimbursement for travel. And it looks like they're almost all flights. Yeah.
19 Jeff Brown: I should say for the record too, the Bates range on this document is CAO_0005 through 10. On the first page, so CAO_0005, is that Representative Schweiker's signature?
20 Former Deputy C.O.S.: No.
21 Jeff Brown: Whose signature is that?
22 Former Deputy C.O.S.: That's mine.
23 Jeff Brown: I'm handing you one other document. This is CAO_0011 through 26.
24 Same question, just what is this?
25

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1 Former Deputy C.O.S.: It looks like a reimbursement for a trip. I'm not sure what the
telecom... I don't remember the telecom one was for, but the rest of it
looks to be, timeframe, maybe the Super Bowl trip.
2 Jeff Brown: Is that your signature on the first page of this document?
3 Former Deputy C.O.S.: Yes.
4 Jeff Brown: And just one final document here. This is CAO_0062 through 76.
5 What is this document?
6 Former Deputy C.O.S.: It looks like office supplies reimbursement.
7 Jeff Brown: Okay. Whose signatures are those on the front, if you're aware?
8 Former Deputy C.O.S.: That's Ashley Sylvester's. That one, I don't know.
9 Paul Solis: It looks like it possibly could be... the first name there could be David.
10 Under it is member/chairman/officer/other approver's signature. Do
11 you recall if that looks like Representative Schweikert's signature?
12 Former Deputy C.O.S.: I don't think so.
13 Paul Solis: Okay.
14 Jeff Brown: Is Representative Schweikert generally or ever involved in signing
15 these sorts of reimbursement forms?
16 Former Deputy C.O.S.: No.
17 Jeff Brown: Okay. When there is a document that calls for a
18 member/chairman/officer/other approver's signature, who is generally
19 signing those documents?
20 Former Deputy C.O.S.: Often it was me, as in the case of these first two, with two other people
21 viewing it before I would sign it. But this one, I don't what the... I
22 don't remember seeing that one.
23 Jeff Brown: Does representative Schweikert keep a stamp-
24 Former Deputy C.O.S.: Yes.
25 Jeff Brown: ...of his signature? Okay.
26 Former Deputy C.O.S.: Yes.
27 Jeff Brown: And what is that stamp used for?
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Former Deputy C.O.S.: I don't recall anyone ever stamping a reimbursement. It's usually for
like signing letters to other members. It is not his signature on that, on
that stamp though.

Jeff Brown: I want to make sure that I understand this. For MRA-related
disbursements, Representative Schweikert is generally not a signatory
to any of those documents?

Former Deputy C.O.S.: Yes, correct.

Jeff Brown: With these documents in front of you, can you help again just ... I
know we've talked about this, but if you can walk us through the
process by which somebody is going to get reimbursed for office
supplies or travel ... Can you walk us through that with reference to
these documents? How does the process work in Representative
Schweikert's office?

Former Deputy C.O.S.: It looks like this is the government card, so ... Actually, I don't know if
it is or if it's his card. It's been a long time. But typically, you would
printout the, at least at the time ... And this may have been the one that
kind of triggered my whole receipt thing. I would only do receipts if
they had printouts of the flights. But, if I remember correctly, but
you'd submit your flights. This is a little out of the typical norm as far
as what the ... of the signature.

Jeff Brown: Just for the record, you're referring to the document-

Former Deputy C.O.S.: 005.

Jeff Brown: Thank you.

Former Deputy C.O.S.: But it looks like they're all flights to and from Phoenix. It could be
member travel or David travel or both of them together. Since it looks
like it is all flights, that may have been why. Everything else, you
would provide Amazon printouts, receipts of what you ordered to be
reimbursed. We'd go through those, and if they were office
appropriate, you would sign them.

Jeff Brown: And then after these documents were signed and they're compiled with
receipts, where do these documents go?

Former Deputy C.O.S.: I kept a bunch in a filing cabinet in my desk. Anything that I signed, I
kept for myself a copy. I turned those back in when I left.

Jeff Brown: Aside from the copy that you kept, where would the originals go?
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1 Former Deputy C.O.S.: Well, so the originals would be turned in by Mary O'Connor. I thought
2 they were copies coming back to me but they may have been the
3 originals that come back after she processes them.
4 Paul Solis: But where is she taking them to?
5 Former Deputy C.O.S.: Oh, to just the reimbursement ... the-
6 Paul Solis: So House -
7 Former Deputy C.O.S.: The House-
8 Paul Solis: [inaudible crosstalk 00:48:04]-
9 Former Deputy C.O.S.: Yes.
10 Jeff Brown: Did Mary have an official title in the office?
11 Former Deputy C.O.S.: I don't remember what her official title was, but she is a
12 reimbursement contractor essentially and works for several offices.
13 Jeff Brown: If you had to describe what Mary did on day-to-day basis, how would
14 you describe that?
15 Former Deputy C.O.S.: She would come in. She'd most ... pay the bills, anything that we had
16 that came in, any sort of bills that she had pay ... that needed to be
17 paid. She would pay the bills. If we have any reimbursements, she
18 would look over the reimbursements with me and then process them.
19 Paul Solis: You want to ask about ... He mentioned a Super Bowl trip.
20 Jeff Brown: I do want to ask you about that.
21 Former Deputy C.O.S.: I figured you would.
22 Jeff Brown: What can you tell us about that trip?
23 Former Deputy C.O.S.: I was-
24 Paul Solis: First of all, you called it the Super Bowl trip, so why do you call it the
25 Super-
26 Former Deputy C.O.S.: Because it was the weekend of the Phoenix Open and the Super Bowl.
27 It was also the Super Bowl ... They called it the Super Bowl trip in that
28 article.
29 Paul Solis: Okay.
30 Jeff Brown: And by the article, you are referring to-
31 Former Deputy C.O.S.: The Examiner article.
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Jeff Brown: Thank you. What can you tell us ... Well, I should actually ... When did you first read the Examiner article?

Former Deputy C.O.S.: It was kind of interesting. I started getting texts and phone calls, "Let's do lunch," on November 5th from former staffers or other people on the Hill. I was like "Okay, let's do lunch." Then finally one of the former staffers said "I can't believe you went to the press on this," and I was like ... I had no idea that this article was coming out, and I did not talk to the press so I was just as surprised as anyone else on that. But when I read that, I assumed at some point you all would be calling me.

Jeff Brown: Aside from what you've read in the Examiner article, what first-hand knowledge do you have about Mr. Schwab's trip to Phoenix?

Former Deputy C.O.S.: As far as I know, it was a mix-use trip with probably I would say more official business than unofficial. He did go to the actual Super Bowl but because of the two week weekend ... or the weekend that was there, it was both the Phoenix Open and the Super Bowl. I remember at one point in time, he told me everything that he was doing was officially related. And I ... as lodging if I remember correctly, it was the standard Hilton that he had already stayed ... always stayed in. So other than the cost which as someone who had just done the budget was really frustrated with, but I had no reason to believe that he had gone off the reservation on that trip as far as ethics is concerned.

Jeff Brown: What sort of official activities do you recall him telling you that he was doing?

Former Deputy C.O.S.: I think and again this is two years ... two years now, no three years. I know he was taking office meetings. I know he was in the office really early every day he was down there and working out of the District office. I believe he took some site tours and some other things. And, you know, he also went to the Super Bowl and I believe that was at least one fundraiser that was down there. No, I think ... a McCarthy fundraiser I think.

Jeff Brown: Let's take some of that one at a time. How would you be aware of what official activities he was doing aside from him telling you?

Former Deputy C.O.S.: That would have been it.

Paul Solis: When you said he was in the office early, and do you know that by emails he was sending or by phone calls he was making?
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1 Former Deputy C.O.S.: I believe he did call me once from the office number and I just ... I vaguely remember him saying ... I asked him, “Why are you calling me from the District office this early,” and he’s, “I’m working.”

2 Paul Solis: Okay. And you said he was in the office every day he was there during that trip?

3 Former Deputy C.O.S.: I actually don’t know that for sure. I would ... he claimed to be in the office every day and he never gave me a reason to believe when he was in the office that he wasn’t in the office, that he said that he was in the office that he wasn’t in the office.

4 Jeff Brown: Let’s break some of this down. You said he attended the Super Bowl. How do you know that?

5 Former Deputy C.O.S.: There were pictures on Facebook and he told me he was going to go to the Super Bowl.

6 Jeff Brown: Okay. Do you know if he attended the Super Bowl with anyone?

7 Former Deputy C.O.S.: His wife and David.

8 Jeff Brown: Are you aware-

9 Paul Solis: And that’s Representative Schweikert?

10 Former Deputy C.O.S.: Yes, sorry.

11 Jeff Brown: Are you aware of any other activities that he partook in on Super Bowl Sunday?

12 Former Deputy C.O.S.: No.

13 Jeff Brown: You mentioned the Phoenix Open. Did Oliver attend the Phoenix Open?

14 Former Deputy C.O.S.: I do not know.

15 Jeff Brown: Okay. Is the Phoenix Open an event that Representative Schweikert or other staffers have attended in the past?

16 Former Deputy C.O.S.: I don’t know.

17 Jeff Brown: Aside from the Super Bowl, what other-

18 Former Deputy C.O.S.: I will say this about the Phoenix Open. I do know that that particular time of year is ... or with the Phoenix Open, every year has been, you know, you go out there, you take meetings, you show people around the District because it is a busy ... lots of people fly in and want to talk
to the member that represents. But I don’t know if they ever attended
the actual event.

Jeff Brown: And are those events campaign related or official?

Former Deputy C.O.S.: I am unaware of any campaign-related events to the Phoenix Open. I
would … the ones that I can think of are site tours and things like that,
typical official-type business.

Jeff Brown: Aside from the Super Bowl, what other activities do you know that
Oliver Schwab attended during that period?

Former Deputy C.O.S.: I don’t remember.

Jeff Brown: You said that you saw photos on Facebook. Do you remember seeing
any photos besides Super Bowl pictures?

Former Deputy C.O.S.: I don’t remember any other about the Super Bowl pictures … other
than the Super Bowl pictures, and I am no longer friends with Oliver
on Facebook.

Jeff Brown: You mentioned his wife was out in Arizona at the time. How do you
know that?

Former Deputy C.O.S.: I think she was in there in the pictures with him. I’m not sure they
were married yet. I don’t remember exactly when they got married.

Jeff Brown: Did staffers in Representative Schweikert’s office, when they traveled
to the District, was it common or did it ever happen that they would
travel with significant others?

Former Deputy C.O.S.: I don’t-

Jeff Brown: And I don’t mean to suggest that official funds would be used to pay
but-

Former Deputy C.O.S.: No, I don’t think so. Not typically. I-

Jeff Brown: So-

Former Deputy C.O.S.: I never went with my wife the entire time I was with David.

Jeff Brown: So, aside from what we’ll call the Super Bowl trip in 2015, you’re not
aware of Oliver’s wife ever being out in the District when he was there
for either official or campaign-related business?

Former Deputy C.O.S.: I think there were times that she was working for the NRCC where she
would be out there … she was an employee of the NRCC at one point
in time in that region. So, she may have been out there with him. I
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1 don’t remember the exact timeframe and there was a period where she
2 was unemployed, so she may have been out with him. I don’t
3 remember any specific times.
4 Paul Solis: Were you the one who looked at reimbursement receipts after that
5 trip?
6 Former Deputy C.O.S.: I was.
7 Paul Solis: Did you notice anything you felt to be not official or did you reject any
8 requests for reimbursement?
9 Former Deputy C.O.S.: No, other than I can’t believe you just busted a hole in my budget, but
10 no.
11 Paul Solis: So, you felt that the costs were high?
12 Former Deputy C.O.S.: Yeah, but not unreasonable based on the weekend that it was there and
13 looking at some of the … I did … I don’t remember if I looked before
14 or after for hotels on my own. I just remember it being really
15 expensive to go out to Scottsdale that weekend.
16 Paul Solis: Okay. Did … were there any reimbursement requests for Mr.
17 Schwab’s wife in any capacity?
18 Former Deputy C.O.S.: No, not that I know of.
19 Jeff Brown: How about family members? His mother or his brother?
20 Former Deputy C.O.S.: Out to the District for reimbursements, no. I can’t say for certain
21 whether or not there was any time that they were out there with him.
22 I’d never processed any reimbursements for them.
23 Jeff Brown: If Mr. Schwab indicated on a reimbursement that he was having a
24 meal with constituents, would you ask questions about who those
25 constituents were?
26 Former Deputy C.O.S.: Not typically. He didn’t … no, not typically.
27 Paul Solis: You mentioned something about a McCarthy fundraiser that weekend
28 if I recall
29 Former Deputy C.O.S.: I think there was an NRCC fundraiser at some point in time over the
30 course of that weekend that McCarthy was there.
31 Paul Solis: And that’s because you … well, how would you become aware of that
32 or how did you become aware of that?
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Former Deputy C.O.S.: I mean Kevin McCarthy was in the photos I think of the Super Bowl at some point in time and there was a lot of chatter in the office. It was common knowledge on the Hill that they were going to have an event out in Phoenix for the NRCC that weekend.

Jeff Brown: You mentioned Oliver expressing some frustration over the Kevin McCarthy related fundraiser. Can you elaborate on that?

Former Deputy C.O.S.: It ended up not being a fundraiser and actually now that I think about it, the Friday before the second incident which would have been in October of 2016, where Oliver yelled at me for an hour and a half on the phone, Kevin McCarthy air-dropped a, you know, there were some … they were doing one thing and Kevin McCarthy called and said, “I want to do a Valley Fever event instead.” And in two days we put together a Valley Fever event.

Jeff Brown: What’s a Valley Fever-

Former Deputy C.O.S.: I’m sorry, Valley Fever is a fungus that is common in Arizona and Southern California that kills people. It’s a fairly … it’s very common. Pretty much everyone gets it but it can basically cause you to rot from the inside out if you get a severe case of it. There’s not a lot of studies done. David and Kevin McCarthy joined together to do … to start the Valley Fever caucus and work towards, you know, trying to get the NIH to fund a cure. There was no … as far as my awareness was concerned, there was never a fundraiser, any sort of campaign aspect to the Valley Fever caucus or any Valley Fever event.

Jeff Brown: Before we leave this topic, are you aware of Oliver Schwab and his wife attending a basketball game of any kind over Super Bowl weekend?

Former Deputy C.O.S.: No.

Paul Solis: You mentioned, that same weekend, we asked you about the McCarthy event, you said there was discussions in the office about an NRCC …

Former Deputy C.O.S.: No, not within the office. It was just on the hill, people knew there was going to be an NRCC event.

Paul Solis: That Superbowl weekend?

Former Deputy C.O.S.: Yep.

Paul Solis: And you saw, did you see pictures of that event?

Former Deputy C.O.S.: Not of the event, I just saw pictures of Kevin McCarthy there.
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1 Paul Solis: Okay. Do you know if Representative Schweikert, or Oliver Schwab ...
2 Do you whether they attended this event?
3 Former Deputy C.O.S.: I would assume they did. I do not know for certain.
4 Paul Solis: Why would you assume that they would?
5 Former Deputy C.O.S.: It’s the leader, if the majority leader was there doing a fundraising
6 event, David and Kevin McCarthy are close. I would make the
7 assumption that he was there if there was an event. I almost guarantee
8 you that I would be right.
9 Paul Solis: And the same would go for Oliver's attendance?
10 Former Deputy C.O.S.: If David was going to an event and Oliver was in the district, then
11 Oliver would also attend the event.
12 Jeff Brown: We’ve talked about this, but I want to ask it again. Do you have any
13 concerns about any sort of office supply purchases that Oliver made
14 during his tenure as Chief of Staff?
15 Former Deputy C.O.S.: Not directly, and there was nothing ... Oliver and I got into it multiple
16 times over the Dyson fan that he bought for the back office, which was
17 reimbursed. It did go through Office of Payroll, Mary I believe flagged
18 it and said, “Is this okay?” I don’t remember what it was, but I brought
19 that up regularly, about how I thought that was a waste of money. And
20 he did not appreciate that, but I continued to rib him about it.
21 Other office supplies, I have no indication that he bought anything that he used at home, or didn’t
22 bring anything into our office or the Arizona office.
23 Jeff Brown: Did staff use Apple products?
24 Former Deputy C.O.S.: Yes.
25 Jeff Brown: I’m going to show you two documents, CAO_0634 and CAO_0540.
26 Do the products listed on these pages, do these appear to be products that would’ve been used in
27 the office?
28 Former Deputy C.O.S.: Yes.
29 Jeff Brown: How would those have been used in the office?
30 Former Deputy C.O.S.: Oliver spoke almost exclusively on his Apple ... sorry, on his iPhone,
31 and he would go through headphones like crazy. He would go through
32 them a lot, and so I would imagine that he got sick one day, or sick of
33 having the ones break and bought a whole bunch.
Jeff Brown: How about the digital adapters?

Former Deputy C.O.S.: I do not know about the HDMI or lightning adapters, but it would not be out of the realm to want to use them to put them out of display, that wouldn't flag my concern.

Jeff Brown: We've talked a little bit about education already. Are you aware of any educational courses that Oliver took while Chief of Staff, for Rep. Schweikert?

Former Deputy C.O.S.: I think he was doing a Harvard Business School enrichment. I don't remember ever being asked to sign a reimbursement for that.

Jeff Brown: Besides Harvard, how about any other institutions?

Former Deputy C.O.S.: No.

Jeff Brown: Do you recall ever hearing anything about him taking coursework at Stanford?

Former Deputy C.O.S.: No.

Jeff Brown: How about Johns Hopkins?

Former Deputy C.O.S.: No.

Jeff Brown: The Naval War College?

Former Deputy C.O.S.: No. Maybe the Naval War College, I don't remember him talking much about it, but he may have mentioned something about wanting to do coursework over there, or him talking about how it was a great thing with Kat or Ryan.

Jeff Brown: If he was going to be reimbursed for coursework, who would've signed the paperwork for those reimbursements?

Former Deputy C.O.S.: I would think it would have been me and Mary. Me with Mary looking over. I don't remember ever seeing that.

Jeff Brown: Okay.

Former Deputy C.O.S.: I don't think so.

Jeff Brown: Are you familiar with the Casey Family Foundation?

Former Deputy C.O.S.: Are you aware of Oliver's involvement in any sort of family foundation?
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1 Former Deputy C.O.S.: He does have a family foundation, I don't know ... I thought it was a
2 Schwab family foundation, but it's a Casey family foundation that's
3 possible.
4 Jeff Brown: What do you know about that family foundation?
5 Former Deputy C.O.S.: That he's on the board, and that's about it.
6 Jeff Brown: What's the purpose of this foundation?
7 Former Deputy C.O.S.: I don't know. He and I didn't talk about it.
8 Well no ... I want to bring something up which made the interactions that I had before I left his
9 office so stunning. He knew that my wife was pregnant, my wife was
10 considering leaving her job to stay home with our kids. I shared that
11 information with him, told him we were looking at buying a new
12 house, and he said, "My foundation could provide a bridge loan for
13 you and your family if you needed to get your new house and didn't
14 have time to sell your old." I found that to be nice but strange, and did
15 not take him up on the offer.
16 Jeff Brown: Did you have any other discussions about what type of work the
17 foundation did?
18 Former Deputy C.O.S.: No.
19 Jeff Brown: Do you know what his role was at the foundation?
20 Former Deputy C.O.S.: I really don't. I know it existed, and I'm sure we had conversations
21 about it. I don't recall it being relevant, or significant.
22 Jeff Brown: So aside from how Oliver is compensated for his work as Chief of
23 Staff on the Hill, aside from his compensation that he receives directly
24 from House of Representatives, are you aware of any other income
25 streams that Mr. Schwab has?
26 Former Deputy C.O.S.: No.
27 Paul Solis: That foundation, do you know if he's paid by the foundation?
28 Former Deputy C.O.S.: I do not know.
29 Jeff Brown: Does the company Chartwell Associates, or Chartwell LLC, does that
30 mean anything to you?
31 Former Deputy C.O.S.: He has a company named Chartwell. I think at one point in time, he
32 may have formed it when he did – when he ran David’s Super PAC,
33 that may have been the name he called it. He had it, but I'm unaware of

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anything business-related that Chartwell ever did, other than ... In the
back of my mind, it sticks that it may have been the name of the
company that he did the Super PAC against Ben Quayle.

Jeff Brown: Are you aware of any of the political consulting work that Oliver does
for Representative Schweikert?

Former Deputy C.O.S.: No. I had very little to do with the campaign side.

Jeff Brown: What do you know about the campaign work that Oliver does?

Former Deputy C.O.S.: I would have never even considered Oliver to be a political consultant
for David based on my knowledge. Chris Baker, I always thought was
David's political consultant.

Jeff Brown: Why do you say that?

Former Deputy C.O.S.: 'Cause David has referred to Chris Baker as his political consultant,
Oliver's referred to David as his political consultant.

Jeff Brown: Why would you say that Oliver is not somebody that does political
consulting work for Representative Schweikert?

Former Deputy C.O.S.: The relationship that he had with David as far as campaign, seemed to
have been as similar as the other office that I worked for, so it just
didn't seem like political consultant was what I would call him.

Jeff Brown: Are you aware of whether or not Miss Schwab received any sort of
money from the campaign committee or the pack?

Former Deputy C.O.S.: I am not.

Paul Solis: I had asked you this question earlier, whether or not Mr. Schwab did
work for Representative Schweikert's campaign committee, and you
did confirm that you knew that he did do work for the campaign
committee. You just didn't know whether or not he was compensated
for that work. Is that right?

Former Deputy C.O.S.: I wouldn't have called him a political consultant, is what it comes
down to. I know he did campaign work, I wouldn't have called him a
political consultant. I am unaware of any third party relationship that
he has business-wise.

Paul Solis: I just want to confirm with the work, and that work can be sort of
broad, but you do have knowledge that he provided services, or did do
work, for Representative Schweikert's campaign committee. Whether
it's on a political consultancy basis, that's a different question.
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1  Former Deputy C.O.S.:  He raised money for David.
2    Paul Solis:  Right. Okay.
3  Jeff Brown:  Do you know if Oliver Schwab has any real estate or rental property
4  investments of any kind?
5  Former Deputy C.O.S.:  I believe he has some sort of family compound thing in Michigan, and
6  I believe he owns a house in, or he did at one point in time, own a
7  house in Arlington or Alexandria or the one right across the way. At
8  one time I know he was exploring rental properties but, I'm not aware
9  of anything beyond those two properties.
10  Jeff Brown:  Have you ever heard of a company called Pinkham Management?
11  Former Deputy C.O.S.:  No.
12  Jeff Brown:  How about Allerton Property Management?
13  Former Deputy C.O.S.:  No.
14  Jeff Brown:  Health and Wellness Partners?
15  Former Deputy C.O.S.:  Nope.
16  Jeff Brown:  Marcos Lopez, ever heard of Marcos Lopez?
17  Former Deputy C.O.S.:  No.
18  Jeff Brown:  Jim Hamilton?
19  Former Deputy C.O.S.:  I have heard of Jim Hamilton.
20  Jeff Brown:  Who's Jim Hamilton?
21  Former Deputy C.O.S.:  I thought he did work for Uber, maybe. It may have been Uber, or
22  Phoenix Raceway.
23  Jeff Brown:  Do you know if Oliver Schwab has any sort of income related to any
24  of these rental properties or real estate investments?
25  Former Deputy C.O.S.:  No.
26  Jeff Brown:  How about the company, Bristol Consulting? Does that mean anything
27  to you?
28  Former Deputy C.O.S.:  No.
29  Jeff Brown:  Are you aware of whether Oliver Schwab's wife has a consulting
30  company of any kind?

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1 Former Deputy C.O.S.: No.
2 Jeff Brown: What can you tell me about Oliver Schwab's wife being hired as a
temporary employee in Representative Schweikert's office?
3 Former Deputy C.O.S.: I don't... I can't remember if they were married yet or just engaged. It
was to do payroll processing. I was not necessarily comfortable with
that arrangement, and told Oliver, counseled Oliver to get approval
from Ethics... He claimed that Ethics said it was fine.
4 Jeff Brown: What made you uncomfortable?
5 Former Deputy C.O.S.: I mean, it's a relationship that processes money, and I was... After he
got Ethics approval and confirmed that I would be signing any
reimbursement approvals, I said okay.
6 Paul Solis: Did you see a letter from the Ethics Committee, or any emails or any
documentation?
7 Former Deputy C.O.S.: I did not.
8 Paul Solis: It's just his statement to you, it was approved?
9 Former Deputy C.O.S.: Yes.
10 Jeff Brown: Were there ever any other instances that you're aware of that Oliver
would seek approval for any activities from the Committee on Ethics?
11 Former Deputy C.O.S.: He did, I mean, anything specific no, he did fairly regularly say that if
there's any question that you have on something you're doing, call
Ethics first.
12 Jeff Brown: Do you know if he sought Ethics Committee advice on anything
related to the Super Bowl trip?
13 Former Deputy C.O.S.: I do not.
14 Paul Solis: I just want to very briefly return to the question of Mr. Schwab's work
for Representative Schweikert's campaign committee. In the last series
of questions you said that he raised money for Representative
Schweikert in a sort of fundraising capacity? Aside from the
fundraising capacity, are you aware of any other work that he
performed for Representative Schweikert's campaign committee?
15 Former Deputy C.O.S.: No, I do not.
16 Paul Solis: Okay.
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Former Deputy C.O.S.: That is the reason why I would qualify him, I would not have qualified him as a political consultant.

Jeff Brown: Is there anything that we haven’t talked about or haven’t asked you about that you think is relevant, in light of the things we’ve discussed today?

Former Deputy C.O.S.: I have always thought that Oliver is pretty good with ethics with a capital E. I had no reason to distrust him during my time with David up until the very end, when he completely went off the rails. I would say that Oliver was a close friend for the entire time that I worked with David. He seemed to never want to actually step over the line. He seemed to be very... He had no desire to step over the line, and I had no reason to believe that... He never gave me any indication that he would try to step over the line. In hindsight, I would have done things differently, and if I ever go back to the Hill in a capacity as a chief or a budget director for an office, I will do things differently, but it’s hindsight. At the time I had no reason not to trust David.

Jeff Brown: Specifically, what would you have done differently in Representative Schweiker’s office?

Former Deputy C.O.S.: I would have required more documentation for reimbursements, who were you having dinner with, things like that. If for no other reason than, it protects you as the employee.

Jeff Brown: Would it have been common practice for mixed purpose-related trips to have consulted guidance from the Ethics Committee?

Former Deputy C.O.S.: I never had a mixed purpose trip. That’s not true, I had one that was an after-hours fundraiser with Lamar Smith. I was not required to attend, I chose to attend and that was not the reason I went out, it just happened to be at the same time. And so no, I didn’t consult with them because the reason I went out there was to staff a field hearing for the house science space and technology committee on waters of the US.

Jeff Brown: Is there anyone else who you think it behoove the OCE to talk to about things we discussed today?

Former Deputy C.O.S.: If you haven’t talked to Kevin, then you should talk to Kevin. Mary O’Connor, if you haven’t talked to Mary O’Connor. April, and I don’t remember her last name.

Jeff Brown: Who is April?
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Former Deputy C.O.S.: She was before Mary. She was our finance reimbursements person. She was hired by Matt, not by Oliver, stayed after Matt left, and then fired us after Oliver said he was leaving. The first time, when he actually had paperwork. I just don't want to train anyone new because she was maxed out on offices. I mean other than that, I don't think so.

Paul Solis: Just going back to the article in the Examiner, it discusses several aspects of Oliver Schwab's time in the office and then his potential work with the various political committees and campaign committee, the office supply reimbursements and educational reimbursements. So although we've talked a bit about this stuff and your knowledge of it, I mean when you read this article, how much of it did you feel was accurate and how much did you just have no awareness of, and what was your response to it?

Former Deputy C.O.S.: The supplies, there were times I thought he was buying too many supplies. Again Mary O'Connor to caution was doing the same thing, slow down on the supplies, quit burning stuff.

Paul Solis: The article mentions $20,000 does that seem like a-

Former Deputy C.O.S.: Over the course of the entire ... Over the course of six years, that seems like it could be possible.

Paul Solis: Okay. The $5,000 for the Super Bowl trip weekend, does that seem?

Former Deputy C.O.S.: Yeah, no I mean, I saw the reimbursement but I had no reason to think that he misrepresented what he was doing out there to me.

Paul Solis: So that figure seems right?

Former Deputy C.O.S.: Mm-hmm (affirmative). Yeah.

Paul Solis: And you mentioned the hotel was expensive during that weekend. All hotels in the area were expensive during that weekend. So $4,000 total, you recall a number like that?

Former Deputy C.O.S.: Yeah, that seems about right.

Paul Solis: Okay. The article also talks about the potential mixed purpose nature of the trip and that Mr. Schwab had given a statement to the Examiner about tickets being paid for by the McCarthy Victory committee to the golf tournament, potentially others, you know, you said that you were aware of him being in the office and he was doing official work during that time. Did the mixed purpose nature, that mixed purpose discussion in the article make you think any way about the trip in hindsight?
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Former Deputy C.O.S.: No. I mean, it looks bad. And in hindsight, maybe he shoulda gotten the campaign to pay for it but again, when you're on your own time, you're on your own time. I felt like Oliver probably spent the proper number of work hours actually doing official business while he was down there.

Paul Solis: Okay. And that's as-

Former Deputy C.O.S.: As I remember it.

Paul Solis: You're someone that reviewed the reimbursement requests after the fact. And we've asked you about his potential work with the campaign committee, or the Friends of Schweikert PAC and payments to Chartwell or directly to Mr. Schwab himself. You know the figures in the article are $164,000 from the various campaign committees of Representative Schweikert.

Does that number say anything to you? Do you recall any discussions you had with him?

Former Deputy C.O.S.: When I read the article, the supplies, the Super Bowl trip, my thoughts were those look bad, but I think they're fine. Just as my relationship with him, I didn't think anything of those based on the amount of work that I knew that he was doing and there were times he was not studious with supplies, it seemed like he made basically writing a pen one time and then lose it and go have to buy new pens. I mean, that's kind of 'how... he's a very flighty guy when it comes to that type of stuff. I was shocked by the campaign stuff. I was unaware completely and I told that to Kate, Kate is my wife by the way, I told my wife I was very surprised by that.

Paul Solis: And then $7,000 or approximately $7,000 for these courses, Harvard, Stanford-

Former Deputy C.O.S.: I don't remember any of those.

Paul Solis: Okay. And is the person who was handling the budget at the time should have educational reimbursement be requested in the office, that would have come to you?

Former Deputy C.O.S.: It should have. I don't remember anyone requesting an educational reimbursement beyond the student loan repayment within the office.

Paul Solis: Has anyone from Representative Schweikert's office talked to you since this article's come out? About our review, about the OCEs review?
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1 Former Deputy C.O.S.: Only that Kevin and I, we talk regularly, he said that the office is in
2 investigating being investigated by the OCE, if they call, cooperate.
3 Jeff Brown: When was that conversation?
4 Former Deputy C.O.S.: Before Christmas, I think.
5 Paul Solis: That was a telephone conversation?
6 Former Deputy C.O.S.: Yep.
7 Paul Solis: Anybody else? You ever hear from Representative Schweikert or any
8 of his lawyers about-
9 Former Deputy C.O.S.: I have not talked to anyone. I have not talked physically over the
10 phone or face to face, or with any sort of email communication from
11 David since the Friday before Thanksgiving of 2016. And Kevin is the
12 only person who is currently employed in the office that I still
13 maintain contact with.
14 Paul Solis: Is Mr. Schwab still employed with the office?
15 Former Deputy C.O.S.: As far as I know.
16 Jeff Brown: Do you know Tommy Leander?
17 Former Deputy C.O.S.: I do.
18 Jeff Brown: What was Tommy’s role in the office?
19 Former Deputy C.O.S.: Tommy was one of my I.A.s. He did standard I.A. work, mostly new
20 economy.
21 Paul Solis: When’s the last time you spoke with him?
22 Former Deputy C.O.S.: The Friday before Thanksgiving.
23 Paul Solis: 2016?
25 Jeff Brown: How about Ryan White?
26 Former Deputy C.O.S.: I talk to Ryan very regularly. I talked to RyanWhite today, not about
27 this. I had not told … I’m also in contact with Kelly Roberson, in case
28 you asked that, neither of them know that I was coming in and doing
29 this. Both of them contacted me when the article ran and Ryan was the
30 one who tipped me off that there was an article.
Jeff Brown: What sort of knowledge might Ryan or Kelly have about things that are discussed in this article?

Former Deputy C.O.S.: Ryan ... Ryan would probably have a knowledge of the ins and outs of reimbursement. Also, Kelly would have the knowledge of the ins and outs of reimbursement, but...

Jeff Brown: Why would they have knowledge?

Former Deputy C.O.S.: Standard operating procedure for reimbursements.

Jeff Brown: Were they ever signing anything?

Former Deputy C.O.S.: I am certain that at some point in time I asked Ryan to review one of my reimbursements and probably Kelly too, because I would never sign my own. And there may be times that they signed with my supervision and Mary O'Connor's supervision.

Jeff Brown: I just want to make sure, you didn't have ... When you read the article you said you were surprised by the amounts of money Oliver Schwab was making from the campaign and the political action committees. Did you have any insight into that at any point in time while you were working for the Congressman?

Former Deputy C.O.S.: No. That was the main reason why I was so taken aback when we had our meeting and he said you're going to be judged on campaign donations because I had done basically zero campaigning for David.

Jeff Brown: Did you see Oliver Schwab working on campaign-related issues?

Former Deputy C.O.S.: In the office, he may have stamped envelopes but I don't think he made any fundraising phone calls within the office.

Jeff Brown: Do you have anything else?

Paul Solis: Think that's it. Obviously, we'd like you to keep this ... our questions and our time here confidential. That does not inhibit your rights to speak with counsel or any other rights you may have so, we just always like to remind people of that.

Former Deputy C.O.S.: I really want this just to be ... I want to be done with them and the office. We did not end on good terms. We ended on very bad terms. I want to make that aware, make you all aware that, that we ended on very bad terms, but as far as ... I am very aware of the reimbursements and how the system worked. He never gave me any indication that he was doing anything that was not kosher at the time,
Jeff Brown: One more person I'd like to ask you about, Kyle Souza. Who's Kyle Souza?

Former Deputy C.O.S.: Kyle Souza was David's... or he was our scheduler for a while. He now works for Audible.

Jeff Brown: Did he play any role with either the campaign committee or PAC?

Former Deputy C.O.S.: I don't know. Other than... as a scheduler, he probably put fundraising stuff on David's schedule, but as far as any campaign role, I don't know. I do know that Kyle's dad was a donor to David, but that's it.

Jeff Brown: Do you know if Kyle was in Phoenix for Super Bowl weekend 2015?

Former Deputy C.O.S.: I don't remember.

Jeff Brown: Would it have been likely or unlikely that he would have been...

Former Deputy C.O.S.: It's possible. I cannot remember when he became scheduler, and his, to be honest his parents live out there, so it's possible. He was working out of the district at one point in time and then moved up here to work out of the DC office. I don't remember what that time frame is.

Jeff Brown: How much information would Kyle have about any of the stuff that we discussed today or anything that was in the article?

Former Deputy C.O.S.: I don't think much. I don't think so.

Jeff Brown: Well thank you very much for your time, "Former Deputy Chief of Staff". We appreciate you coming in. So with that, we will end the recording.
Subject to the Nondisclosure Provisions of H. Res. 895 of the 110th Congress as Amended

## ERRATA SHEET

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This errata sheet is submitted subject to 18 U.S.C. § 1001 (commonly known as the False Statements Act).

Witness Name:  
Witness Signature:  
Date:  

COE: SCHWEIKERT.004922
EXHIBIT 4
Transcript of Interview of
“Former Deputy Chief of Staff”
February 8, 2018
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Subject to the Nondisclosure Provisions of H. Res. 895 of the 110th Congress as Amended

1 Jeff Brown: We'll get started. Alright, this is Jeff Brown with the Office of
2 Congressional Ethics. With me is Paul Solis and Ashley Williams. It is
3 February 8th, 2018. It is 10:53 am. “Former Deputy Chief of Staff” has
4 been previously provided with a copy of the False Statements Warning
5 and reminded that it applies here today.
6
7 “Former Deputy Chief of Staff”, the first thing that we want to circle
8 up on is did Oliver Schwab ever loan any monies to Representative
9 Schweikert or his campaign?

10 Former Deputy C.O.S.: That I know of for sure, no. He did occasionally complain that David
11 owed him money on his credit card. I don't know specific details
12 beyond that.

13 Jeff Brown: Complaints. How frequently were these sorts of complaints?

14 Former Deputy C.O.S.: Every so often. Maybe every couple months, two or three months.
15 Mostly it was when Oliver was worked up and angry at David, he'd let
16 it slip.

17 Jeff Brown: Was there any discussion about the amount of money that was
18 owed?

19 Former Deputy C.O.S.: Sometimes... I rarely did he bring up the money. I do remember a
20 couple of times where he brought up something in the excess of
21 $30,000.

22 Jeff Brown: Okay. Can you tell us more about these conversations or these -- what
23 it sounds like might have been sort of angry discussions about-

24 Former Deputy C.O.S.: Really not a lot. I don't have a lot of detail other than he would just go
25 on rants and occasionally while he was ranting about how much he
26 hated David, he'd bring up, "David owes me $30,000 for money that I
27 put on my credit card." That's basically the extent of what-

28 Jeff Brown: Do you know if it was money for personal expenses, for campaign
29 expenses?

30 Former Deputy C.O.S.: I'm unaware.

31 Jeff Brown: Okay. Do you know when these expenditures would have occurred?
32 Would they have occurred in 2016? 2017? Anywhere in between?

33 Former Deputy C.O.S.: I don't think the first time he ever said anything about it was until after
34 he came back from the Quayle campaign, as running the super PAC
35 against Ben Quayle. So, it would have been 2013 at the earliest and
36 definitely through the last two years that I was there.
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Jeff Brown: Okay, so that would have been probably end of 2012, early 2013
would have been the first time that you would have ever heard from
Oliver on this subject?

Former Deputy C.O.S.: Yeah.

Jeff Brown: And those comments or, sort of tirades as you described them, where
he would talk about this money would continue up through the time
you left the office?

Former Deputy C.O.S.: Yes.

Jeff Brown: Okay. Did Oliver Schwab ever give Representative Schweikert any
frequent flyer points to travel on?

Former Deputy C.O.S.: I’m unaware.

Jeff Brown: Okay. Did you ever hear of any discussions in the office about Oliver
donating frequent flyer miles to Representative Schweikert or his wife
to travel overseas?

Former Deputy C.O.S.: There may have been one or two times that Oliver in a haste may have
mentioned something about frequent flyer miles and getting Joyce on a
trip. I don’t know where they came from or if they were his.

Jeff Brown: Okay. And Joyce is Representative Schweikert’s wife?

Former Deputy C.O.S.: Yes.

Jeff Brown: Okay. So just sort of to summarize, it sounds like you heard at least
some conversations or ... well, I should ask, were these ... you
generally heard these grumblings from Oliver Schwab about being
owed money?

Former Deputy C.O.S.: Yes.

Jeff Brown: Did you ever hear or discuss these issues with anybody else on staff?

Former Deputy C.O.S.: I don’t believe so.

Jeff Brown: Okay. So just to summarize, it sounds like you first heard Oliver
grumbling about being owed money sometime in or around early
2013, late 2012, and those complaints would periodically surface-


Jeff Brown: Okay. And the dollar figure that you recall is possibly $30,000?

Former Deputy C.O.S.: Something in excess of that, yes.
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1 Paul Solis: Was Mr. White, was Ryan White at all present during any of those conversations where Oliver brought up that amount of money?

2 Former Deputy C.O.S.: I wouldn’t be surprised by it.

3 Paul Solis: I was wondering if you recall maybe a specific instance where you–

4 Former Deputy C.O.S.: No. When Oliver went on a rant he’d rant in the whole office. Usually it was just with me. But there were definitely occasions where he would rant, and the whole office would hear it.

5 Paul Solis: So other staffers would have had the occasion or would have had the chance to hear him discuss the situation?

6 Former Deputy C.O.S.: Certainly within the realm of possibility.

7 Paul Solis: Okay.

8 Jeff Brown: Anything else there?

9 Paul Solis: No

10 Jeff Brown: Okay. When we last spoke you had described Oliver’s role as a bit of a dual hat role- Chief of Staff but also fundraiser for Representative Schweikert. Is that correct?

11 Former Deputy C.O.S.: Yes.

12 Jeff Brown: And I think you indicated that Representative Schweikert was leaning on Oliver to raise more money - perhaps for a senate campaign. Is that right?

13 Former Deputy C.O.S.: Yes.

14 Jeff Brown: I think you suggested that this was weighing on Oliver. It was getting to Oliver. Is that a fair characterization?

15 Former Deputy C.O.S.: Yes.

16 Jeff Brown: Okay. I think the thing we want to focus on here today is, how much time did Oliver Schwab spend in the congressional office working on either campaign or fundraising activities?

17 Former Deputy C.O.S.: Actually in the office?

18 Jeff Brown: Right.

19 Former Deputy C.O.S.: I mean, I think he may have stuffed envelopes occasionally or stamped envelopes.
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Paul Solis: I want to be clear that Jeff's question is pertaining to the congressional office.

Former Deputy C.O.S.: Yeah, yeah, in Cannon.

Paul Solis: Right.

Former Deputy C.O.S.: Beyond that I didn't listen to his phone calls. I would assume that he occasionally well, I'm fairly certain that he definitely stamped envelopes at least a few times.

Paul Solis: Why do you say that?

Former Deputy C.O.S.: Just 'cause I saw him putting stamps on stuff, stamps that I knew were campaign related material to send out. But I wouldn't say that was any large amount of time. It may have just been to use as ... there's a good mail system on the Hill, so to stamp and then dump it.

Jeff Brown: Just to jog your memory here, did you ever see him making any fundraising calls in the halls outside the office?

Former Deputy C.O.S.: I don't know if they were fundraising calls. He didn't have a lot of calls outside the office, walking the halls.

Jeff Brown: Walking the halls of Cannon.

Former Deputy C.O.S.: Mm-hmm (affirmative).

Jeff Brown: Okay.

Former Deputy C.O.S.: Cannon and Longworth.

Jeff Brown: Did you ever see him write or send any campaign or fundraising-related emails while he was in the house office complex?

Former Deputy C.O.S.: I do remember a few occasions where he said, "Look at this email that I wrote", but I don't remember him actually writing it. I remember him being in the office and me being in the office and seeing a fundraiser type email and him, you know, bragging about the content. But I don't remember seeing him write it.

Jeff Brown: Was he asking you to review it in any way?

Former Deputy C.O.S.: No.

Jeff Brown: Okay. Would he have asked others to review these sorts of things?

Former Deputy C.O.S.: Not in ... I don't think of my team. If he did, it may have been the scheduler who used to sit next to him. ... a scheduler, it could have been any of them. But none of the team that I supervised.
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Jeff Brown: Okay. Did you ever see him have any sort of campaign or fundraising related emails in the congressional office?

Former Deputy C.O.S.: I know he's had his personal email up, which I know he did a lot of campaign work through that personal email. But I don't know if he was writing them or sending them.

Paul Solis: He had his own laptop? His own personal laptop? Or was it an official piece of equipment?

Former Deputy C.O.S.: He had his own laptop at the office. I don't recall him using it that often.

Paul Solis: If there was an email that you saw, you mentioned this one instance of an email, were any other potential campaign related issues on his personal email? Would that have been done on this personal computer? Or would that have been done on an official computer?

Former Deputy C.O.S.: It could have been either. I don't remember.

Paul Solis: Okay.

Jeff Brown: Was Oliver Schwab ever absent from the congressional office in order to attend campaign or fundraising events off site?

Former Deputy C.O.S.: Like throughout the day or--

Jeff Brown: Right. So, during any given day or any work week, would he take off during the day in order to attend to fundraising or campaign-

Former Deputy C.O.S.: There were lunch events and after hours events but nothing that would fall outside of the core hours of the office.

Jeff Brown: Was there a difference in the amount of time that he was spending out of the office, off cycle versus on cycle, on a campaign cycle versus not on a campaign cycle?

Former Deputy C.O.S.: No, I wouldn't say there was much in the way of difference. He did keep fairly loose hours when we were in session versus out of session. But as far as on cycle/off cycle, no, I don't think it was much in the way of difference.

Jeff Brown: In advance of a primary election, would Oliver spend more or less time in D.C., or the District?

Former Deputy C.O.S.: We didn't have a tough primary since Quayle, and he wasn't part of the staff during the Quayle primary. I'm sure that he was probably out there more. I wouldn't say substantially more, prior to the primary.
Jeff Brown: And are you just referring to the ... You're not referring to the Quayle primary?

Former Deputy C.O.S.: No, I'm referring to the normal every day cycles. Yeah.

Jeff Brown: Okay. Was he any more or less available, leading up to the primaries or general elections?

Former Deputy C.O.S.: I never had any problems contacting him if I needed to contact him.

Jeff Brown: Just generally, what was Oliver's style as Chief of Staff? How hands-on or hands-off was he?

Former Deputy C.O.S.: Fairly hands-off. I would say that the day to day runnings of the office and the leg-work fell to me. He and I talked regularly. We met with David regularly. But as far as actually running the policy, informing David ... That was my job.

Jeff Brown: Okay. In this dual hat role, who was Oliver working with, either in D.C. or in Arizona on campaign issues?

Former Deputy C.O.S.: We had a primary D.C. fundraiser. The only two that I know were Erica Crocker and McKenzie Smith was her maiden name. I don't remember what her ... She recently got married. I can't remember what her new name is, her new last name.

Jeff Brown: Those are D.C.-based?

Former Deputy C.O.S.: Those are D.C.-based. The only campaign person that I would say that David worked with in Arizona was Chris Baker, but I would not say that they had necessarily a good relationship.

Jeff Brown: Oliver and Chris Baker?

Former Deputy C.O.S.: And Chris Baker, yeah.

Jeff Brown: Okay. How frequently was Oliver in contact with any of these three individuals in the House office?

Former Deputy C.O.S.: In the actual House office?

Jeff Brown: Right.

Former Deputy C.O.S.: I can't ... I think maybe once or twice a year Baker would come up from Arizona, spend minimal time in the office. I think McKenzie may have come up once. Erica more often, but Erica had a more friendly relationship with the office as a whole. Mostly just to come up and chat with the office.

Jeff Brown: Oliver got a bonus at the end of 2014. Do you know what that was for?
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Former Deputy C.O.S.: Probably work. You know, merit bonus.

Jeff Brown: Do you know it was a merit bonus, or you’re just speculating?

Former Deputy C.O.S.: I...

Jeff Brown: Yeah.

Former Deputy C.O.S.: ... wouldn’t imagine it was anything but a merit bonus.

Jeff Brown: Did any official side staffers that you worked with ... Did any of them have any role on the campaign, aside from Oliver?

Former Deputy C.O.S.: Officially, I would say no. Unofficially, there was a time that Kelly Roberson was complaining that she wasn’t being fairly compensated by the campaign. I don’t know how much she did with the campaign. I do know there was a time when she was complaining about that.

Jeff Brown: Okay. Can you elaborate? Why did she feel like she wasn’t being appropriately compensated?

Former Deputy C.O.S.: Just the amount of time that she had to spend off work, doing campaign-related work.

Jeff Brown: Aside from Kelly, was there anybody else who played any role on the campaign, either paid or unpaid?

Former Deputy C.O.S.: I don’t think so. I don’t remember.

Jeff Brown: Okay. Did Oliver or Representative Schweikert ever direct any official staff to perform any sort of campaign work?

Former Deputy C.O.S.: There were a handful of occasions where he asked me or some of the other staff to ... If we knew anyone that might be interested in attending an event for free, not paid, to just invite them. It was after hours or off time. Other than that, I’m not aware of anything.

Jeff Brown: Okay. And what did you understand your role to be, if you attended an event like that?

Former Deputy C.O.S.: If I attended any event like that, I was as a, serve as a policy expert. I think there may have been one or two times over the six years that I attended an event, either a breakfast or a dinner, where I came home with a check, and immediately gave it to Oliver. I did not ask for the money. It was given to me. A campaign-related check.

Jeff Brown: Were you going in a volunteer capacity for the campaign?

Former Deputy C.O.S.: I would-
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Jeff Brown: Or you were going in your official capacity?

Former Deputy C.O.S.: I was not going as a campaign staffer. I volunteered to go, mostly as an 
opportunity to serve as a policy staffer, in case any questions policy- 
wise came up. I never felt like I was required to attend.

Paul Solis: Prior to any of those campaign events, maybe that they happened on 
the Hill, and you felt like you would volunteer your time to act as an 
expert ... Would you ever prep Representative Schweikert in the office 
prior to that event? Running down sort of the issues that a group who 
was hosting the event might want to discuss or talk about?

Former Deputy C.O.S.: Usually any group that we had any sort of event with was lining up 
with the day to day. And so, there may have been questions about 
what's the most recent thing on this, but it wouldn't have been outside 
the realm of anything that we were already doing.

Paul Solis: Okay. Do you ever recall an instance, though, where Oliver said to 
you ... Again, this is hypothetically ... You know, "Representative 
Schweikert's about to meet with this defense group for a campaign 
committee event, or a PAC event. Can you brief him on the issues 
before he goes to it?"

Former Deputy C.O.S.: We did that fairly regularly with official business. Off the top of my 
head, I can't think of one that I felt was directly related to a campaign 
event.

Paul Solis: Do you know if other staffers had that occur?

Former Deputy C.O.S.: If it was defense-related, Ryan would have been the one to brief, and 
he would have a better idea than I would.

Jeff Brown: If Ryan ever said that he had been directed to prep Representative 
Schweikert for a campaign or a fundraising activity in his official 
capacity, would you have any reason to disbelieve Ryan on that?

Former Deputy C.O.S.: Disbelieve, no. Ryan had a tendency towards a little bit of hyperbole. 
So if he was angry at the time ... He didn't have a good relationship 
with the member by the end, either. And so, he may have been more 
predisposed to remember those things. So, I guess, no. No, I wouldn't 
have a reason to believe that he would be misleading on that.

Jeff Brown: How about Kat? Do you have any reason to disbelieve-

Former Deputy C.O.S.: So, Kat would have probably been David's go ... Well, Kat was 
David's go-to on Israel issues. So if there were Israel issues that he was 
going to a fundraiser event for, she would have been the person
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1 pegged to do that. I would not necessarily be surprised if Oliver had
2 asked her to do that, because that was such a sensitive issue. He might
3 have. I don't remember Kat ever complaining about it, but that's
4 definitely possible.

5 Paul Solis: Was there ever a time when you were directed to attend a campaign
6 event, either paid or unpaid? I know you said you specifically just
7 volunteered, but were you ever directed or required to go to an event
8 where you felt like there would be consequences to your job if you did
9 not attend?

10 Former Deputy C.O.S.: No. There was one event that I went to, probably September of '16,
11 around that time, that I was willing to go to. I didn't feel like I couldn't
12 say no. It was with Chairman Tiberi. But Oliver just didn't want to go.
13 He wanted to do other things, and he asked if I was willing. I told him
14 I didn't want to, but I would. I didn't feel like I would have
15 consequences if I told him no. That's the only one I could remember
16 being somewhat put off by.

17 Paul Solis: The same sort of question I had asked you before, about prepping, but
18 in the context of being required to go to events. Do you know if any
19 other staffers were required or told that they must attend an event or
20 reported to you that that happened?

21 Former Deputy C.O.S.: No. I don't remember that.

22 Jeff Brown: Would other staffers besides yourself, lower level staffers, would they
23 have been in a position and been comfortable enough to tell Oliver
24 "no" if he asked them to do campaign or fundraising-related activities?

25 Former Deputy C.O.S.: I think Ryan would. Kat probably would, anyone else, no. They
26 wouldn't feel like they would've had to go. I think

27 Jeff Brown: Okay. What sort of expectations were there for staffers, aside from
28 yourself, to do campaign-related activities?

29 Former Deputy C.O.S.: I don't think there were any, at least that were directly related to our
30 employment. That's why it was so surprising to me that Oliver said
31 that my performance, if I stayed with the office, would be based on
32 how much money I was bringing into the office because it had never
33 been part of my job description before.

34 Jeff Brown: We've talked a little bit about the Ben Quayle primary. Did any official
35 staffers ever help prepare Representative Schweikert or work with
36 Oliver to prepare Representative Schweikert for a Ben Quayle debate?
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Former Deputy C.O.S.: I certainly didn't work with Oliver. I think in that time period I had one... While he was on the campaign, it was one interaction with Oliver. My wife and I joined his wife, he and his wife, on his sailboat, minimal politics discussed. I wasn't asked to do anything for the campaign then. I may have done prep work on some issues on behalf of Matt Tully, but I don't remember entirely.

Jeff Brown: Okay. And that would've been prep work for the Ben Quayle debate?

Former Deputy C.O.S.: If there was prep work done, it would've been asked by Matt Tully. I just don't remember if there was.

Jeff Brown: Okay. Do you recall any other staffers working on prep work for that debate?

Former Deputy C.O.S.: I don't remember, no.

Jeff Brown: Just to kind of jog your memory a little here, do you recall any staffers working on any other... Sorry, let me rephrase that. Do you recall any other official side staffers ever working on any primary or general election issues in 2016? Either Wittenberg or Williamson.

Former Deputy C.O.S.: Wittenberg or Williamson?

Jeff Brown: The primary and the general.

Former Deputy C.O.S.: Oh. We paid so little attention to who we were running against. I think that some of the District Office staffers walked doors and collected signatures, but that would've been on the weekend and that probably... I don't think anyone in D.C. did. I wouldn't... I don't think anyone in D.C. did.

Jeff Brown: Okay. In advance of a primary or a general, how much discussion would there have been in the office about upcoming elections?

Former Deputy C.O.S.: There would have been some discussion in the Quayle campaign, during the Quayle campaign. I know Matt Tully called, and we had a phone call. Basically, it was just saying "Hey, here's the state of the things." It was less than five minutes. "Just want to let know what's going on." I don't remember whether that was on the official lines or we all got around a cell phone. We probably were in the office just because that's where everyone was. But after the Quayle primary, we were never challenged and so any discussion of a primary or a general was basically "This is funny. Ha, ha, ha. We're getting primaried or generalized." It was beneath, quote-unquote, "beneath David's dignity" to even entertain it being problematic.
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Jeff Brown: I'd like to switch gears a little bit to talk a little bit about campaign donors.

Former Deputy C.O.S.: Okay.

Jeff Brown: Did you ever see, did you ever witness, campaign donors receiving any sort of favorable or preferable treatment from either Oliver or Representative Schweikert?

Former Deputy C.O.S.: Favorable treatment. You know, there were a couple of people within the office that the office knew were campaign donors or did campaign ... helped David Marshall Brachman comes to mind. I'm relatively certain that I probably spent more time on his policy issues than others, not necessarily because of the campaign side but because he was always around as far as he would come in, he'd sit, he'd chat-

Jeff Brown: Who is Marshall Brachman?

Former Deputy C.O.S.: Marshall Brachman is a lobbyist. He does work for APAC and Lockheed and some others. He's the one that I can think of off the top of my head, but I think that was more of a reflection ... We knew he was important, but he just talked to us and became a friend of the office. So I would say that my work with him was more ... If I spent more time with him, it had nothing to do with the amount of money he was giving to David, it was the amount of time that he spent with me.

Jeff Brown: Were there ever any discussions in the office or did you ever witness anything in which campaign donations were linked to official action of any kind, either by Representative Schweikert or Oliver Schwab?

Former Deputy C.O.S.: There are things that we did in the tribal community that got us campaign donations but they were things that I was doing anyway, so work that I would've done ... that I was doing that I think Oliver may have fund-raised off of. But I don't think I was ever instructed to say "Do this because they're giving us money."

Jeff Brown: Do you recall any sort of special treatment provided to an individual who was looking for grant funding for research in Africa?

Former Deputy C.O.S.: Grant funding for research in Africa. No, I don't think so.

Jeff Brown: That doesn't ring any bells?

Former Deputy C.O.S.: Mn-mn (negative).

Jeff Brown: Okay. How about, was there ever any sort of favorable treatment or special favors that would've been done for the companies or the clients that Ana Schwab worked with or for?
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Former Deputy C.O.S.: The only one that I can think of that might fit that bill was Taser ... or, no, Firetrace. Ana did work with Teddy Eynon but ... who - Firetrace was one of his clients. I don't think it was related ... The work that I did with them was not related to donations at first, and then Ryan took over. I don't know if he felt that he was doing it because they were donors or Teddy might be a donor or ... definitely not because Ana was there because we had a prior relationship with them before Ana went to work with them. But that's the only one that I can think of off the top of my head that we did anything for because Ana was working with them.

Paul Solis: But why do you say ... When Jeff asked that question, you said "the only one that could possible fit that bill." Why would you say that?

Former Deputy C.O.S.: As Firetrace?

Paul Solis: Yeah.

Former Deputy C.O.S.: Because Firetrace was a long-time client of Teddy Eynon and went with him when he moved to a different company. When he moved to his different company, Ana worked for him. But I was working with them before Ana was ever working with them. I worked with Firetrace before Ana went to go work for Teddy.

Jeff Brown: Do you have any recollection of donations being linked to official actions with Firetrace?

Former Deputy C.O.S.: No, not that I can remember.

Jeff Brown: Were there any special rules in place or any office policies and procedures on the way in which Oliver would deal with the companies that Ana worked with for?

Former Deputy C.O.S.: I don't think so, not that I remember.

Jeff Brown: Okay. Do you ever recall a conversation in the office, either with Oliver or others, about him not taking requisite ethics trainings?

Former Deputy C.O.S.: I vaguely remember him talking about not taking ethics training, or him being really far behind. But I don't know when that occurred, but that does kind of ... That sounds right.

Jeff Brown: Even if we assume that Mr. Schwab didn't take mandatory ethics trainings, would he have been aware of outside earned income limits that would've been applicable to senior staffers?

Former Deputy C.O.S.: Oh, I would hope so. He and I talked quite a bit about outside earned income in the sense that he would complain that the house doesn't pay...
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Jeff Brown: Should of or did know? Did you have actual discussions about it?

Former Deputy C.O.S.: I mean, on more than one occasion I am certain that I told him. I mentioned that you're limited in the amount of money that you can earn outside of-

Jeff Brown: Do you have any recollection of when those conversations would have occurred?

Former Deputy C.O.S.: I mean, it's probably a handful of times over the course of three or four years. Multiple times.

Jeff Brown: Was there ever a point in time that you had a discussion with him or there was a discussion in the office about him not wanting to earn a senior staff rate of pay so that he didn't have to file financial disclosures?

Former Deputy C.O.S.: Yes.

Jeff Brown: Can you tell us about that?

Former Deputy C.O.S.: I'm not sure. I don't think it ever actually occurred, but he said he wanted to focus more, at one point in time, on growing a business and spending less time in the office. So he wanted to earn less money so he could make more money outside the office. I have no idea what he would be wanting to do. But yes, he definitely said he wanted to make less than the-

Jeff Brown: When were those conversations. Do you remember?

Former Deputy C.O.S.: Oh, I mean, again, probably a handful of times. Probably within the same conversations of I said, "You're limited in the outside earned income."

Jeff Brown: In those conversations, was there any discussion about his personal wealth and not wanting to file financial disclosures because of his personal wealth?

Former Deputy C.O.S.: No. More along the lines of, "I want to make more money."

Paul Solis: Did he adjust his salary so as to make an amount less than senior staff level?

Former Deputy C.O.S.: There was a while where he had talked about that. I don't think it ever actually occurred while I was doing the budget. If he did it, it was before I started doing the budget.
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1 Jeff Brown: Remind us approximately what year was that?


3 Paul Solis: I just want to go back a little bit to FireTrace. Can you tell me what this company is and what …

4 Former Deputy C.O.S.: They…FireTrace uses its chemicals to put out fires in military, police, airline vehicles. It’s a pretty good product.

5 Paul Solis: Where’s the company based?

6 Former Deputy C.O.S.: Arizona. I think it’s in Scottsdale and maybe just outside of Scottsdale.

7 Paul Solis: Is it in Representative’s Schweiker’s district?

8 Former Deputy C.O.S.: I believe so.

9 Paul Solis: You had worked with the company or worked with this Mr. Eynen in some official capacity?

10 Former Deputy C.O.S.: I mean, Teddy introduced me to the company. I went out there. I took a site tour to see the products. I know they were trying to get the DOD interested in their fire safety products that they thought saved lives.

11 Paul Solis: Does Teddy have a role with the company? Is he a lobbyist, what’s his contract lobbyist?

12 Former Deputy C.O.S.: He’s their contracted lobbyist.

13 Paul Solis: Contracted lobbyist. So he’s with — what’s his name of his company?

14 Former Deputy C.O.S.: I think he was with a Greenberg Traurig. He may have moved since then.

15 Paul Solis: At the time, was he based in DC or …?

16 Former Deputy C.O.S.: He’s based in DC.

17 Paul Solis: Okay. Then so how did Ana Schwab become related to FireTrace and —

18 Former Deputy C.O.S.: Ana Schwab lost her job at either the NRCC or Paul Gosar’s office. I can’t remember the time frame.

19 Oliver had a relationship with Teddy. Teddy was looking for an assistant and hired Ana. I think that Ana’s relationship with FireTrace is coincidental. I don’t think FireTrace was trying to hire Ana. I think Teddy was trying to hire Ana.

20 Paul Solis: You had a relationship with Teddy then prior to Ana being hired?

21 Former Deputy C.O.S.: Yeah.
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Paul Solis: Okay, Did Oliver have a relationship with Teddy prior to Ana being hired?

Former Deputy C.O.S.: Yes.

Paul Solis: How do you know that?

Former Deputy C.O.S.: I think Teddy came to our office opening. I mean, Oliver had a relationship with Teddy before he had a relationship with Ana. Teddy, I think, day one, day two, something like that. I met Teddy and well, worked policy with him.

Paul Solis: While you were sort of handling the portfolio that included FireTrace. First of all is that safe to say that's correct?

Former Deputy C.O.S.: At the time, yes. When I became LD, Ryan took over the defense portfolio so he would have, yeah. Defense Homeland was mine at first and then it became Ryan's.

Paul Solis: Roughly, what are the dates that you had the defense portfolio where you would have had contact with FireTrace representatives or Teddy Eynon?

Former Deputy C.O.S.: January 11 through May, June of '12.

Paul Solis: What's going on? Are you meeting with them and you're meeting just with him or representatives of the company?

Former Deputy C.O.S.: I met with him and then I met with Cavanaugh. I think is the company owner's name, Mark Cavanaugh. Met with him just standard, traditional office meeting stuff. I took a site visit.

Paul Solis: Okay. Then in sometime in 2012, Ryan took over the portfolio, right?

Former Deputy C.O.S.: Mm-hmm (affirmative)

Paul Solis: Were you aware of his meetings with FireTrace or Teddy Eynon?

Former Deputy C.O.S.: Generally. I mean, I don't remember what other issues Teddy worked on, but I know that I had meetings with Teddy on other issues beyond FireTrace. I just don't remember what the portfolio was at the time.

FireTrace was the only company that I basically remember pretty close that they want going all the way through in talking with Schweikert that Teddy worked for.

Paul Solis: How often is Ryan meeting with FireTrace representatives or Teddy Eynon?
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1  Former Deputy C.O.S.: For FireTrace issues? Oh, maybe once a quarter. I think Kavanaugh
2      flew in maybe two times a year. He would meet with them when he
3      flew in. Same with me.
4  Paul Solis: What type of official acts did Representative Schweiker take or did
5      you all take that would have affected FireTrace?
6  Former Deputy C.O.S.: Ryan had language inserted in the conference report saying that there
7      was a need for fire suppression systems.
8  Paul Solis: What legislation is that and when?
9  Former Deputy C.O.S.: It was in one of the NDAA’s. We would have been in the Cannon
10     office, so either ’15 or ’16 NDAA.
11  I thought Ryan believed in the product. I thought the product was a good product. It would
12      probably save lives. I had no ethical or moral quandaries with that. I
13      wasn’t instructed and I don’t think Ryan, well, I don’t know if Ryan
14      was instructed to insert the language. I was never instructed to do
15      anything related to campaign work with FireTrace. Anything that I did,
16      it was in an official capacity. I did because I thought they should
17      meet with people. I never had anything put into legislative language or
18      committee report for them.
19  Paul Solis: So you recall Ryan had some language affecting the industry?
20  Former Deputy C.O.S.: Yeah.
21  Paul Solis: Not FireTrace specifically.
22  Former Deputy C.O.S.: Not FireTrace.
23  Paul Solis: In a conference report in ’15 or ’16. Was Oliver aware of that insertion
24     of language?
25  Former Deputy C.O.S.: I’m sure he was. I mean, Ryan was pretty happy about getting the
26     language in there.
27  Paul Solis: At that time was Oliver Schwab’s wife, Ana, was she working as a
28     lobbyist for FireTrace?
29  Former Deputy C.O.S.: I don’t think so. Teddy let her go at some point in time or the company
30     did. Then she went back to law school. I don’t remember what that
31     time frame was. I believe for most of last Congress she was
32     unemployed or at law school.
33  Paul Solis: Any other clients? Again you believe it’s Greenberg Traurig, that’s the
34     -
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1 Former Deputy C.O.S.: I believe so.
2 Paul Solis: Okay. Any other clients of Greenberg Traurig that were in the district?
3 Former Deputy C.O.S.: Not that I remember. There may have been. FireTrace is the only one that I met with and had a relationship with as far as professional was concerned that I developed anything with them.
4 Jeff Brown: How about clients at Fox Rothschild that were in the district?
5 Former Deputy C.O.S.: The name sounds familiar. If you had company names, I could probably tell you maybe.
6 Jeff Brown: Best Best and Krieger?
7 Former Deputy C.O.S.: I don't remember.
8 Jeff Brown: Anything else there?
9 Paul Solis: Nope.
10 Jeff Brown: When we last spoke, I think you said you left the Schweikert office the Monday before Thanksgiving 2016?
11 Former Deputy C.O.S.: Yes.
12 Jeff Brown: Okay and you were paid up through January 3rd, 2017.
13 Former Deputy C.O.S.: Correct.
14 Jeff Brown: I think the way you also described to us, you said you were essentially going to be on contract for the next six months. That was the way that severance was described to you?
15 Former Deputy C.O.S.: Yes.
16 Jeff Brown: What did you understand “on contract” to mean?
17 Former Deputy C.O.S.: Anytime they needed any sort of policy expertise that I had, that I would be responsible for that.
18 Jeff Brown: How-
19 Former Deputy C.O.S.: And be completely and totally on-call, and if I were to ever find another job, I was to leave the Schweikert employment.
20 Jeff Brown: How frequently were your expertises called upon during that, I guess part of November, December, part of January?
21 Former Deputy C.O.S.: Two or three. My plan was to stay through, in the office, through January 3rd, at which point in time I would move to the quote-unquote
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1  "contract status". The Friday before Thanksgiving, Oliver called me
2  and said I was causing confusion in the office and didn't want me to
3  come in anymore. I said "Okay. Let me know if you need anything."
4  He asked me to do a couple of writing pieces on Constitutional
5  amendments. Other than that, I think that was basically it.
6  Jeff Brown: How many hours in a given week?
7  Former Deputy C.O.S.: Oh, I probably spent ... I think that of the two projects, and they were
8  both related to the same thing, I probably spent 25, 30 hours.
9  Jeff Brown: Okay.
10  Former Deputy C.O.S.: Yeah.
11  Paul Solis: Total or on each issue?
12  Former Deputy C.O.S.: Combined, yeah.
13  Jeff Brown: So between the Monday before Thanksgiving, November 2016, and
14  January 3rd, you worked about 25 hours?
15  Former Deputy C.O.S.: Yeah, probably.
16  Jeff Brown: Okay. Did you have access to House email?
17  Former Deputy C.O.S.: Yes.
18  Jeff Brown: You did.
19  Former Deputy C.O.S.: Until I think ... I don't remember the exact dates. It was either maybe
20  the week before or the week after Christmas that I sent all of my tech
21  back. It was after Oliver said that he was not going to honor the
22  agreement that he had offered me. And I said "Fine. I don't like to talk
23  to you anymore anyway."
24  Jeff Brown: And in that time frame, I think you said this -- you were not back in the
25  office after Thanksgiving?
26  Former Deputy C.O.S.: No, correct.
27  Jeff Brown: But you did get your full salary from November, December, and up
28  through January 3rd. Is that-.
30  Jeff Brown: What was Representative Schweikert's knowledge of the severance
31  offer?
32  Former Deputy C.O.S.: Oliver said that David approved it. I am doubtful of that. I don't think
33  David ever approved a single salary for anyone.
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Paul Solis: Why do you think that?

Former Deputy C.O.S.: Because salaries were determined between Oliver and I while I was doing the budget, and before that, just by Oliver. David wasn’t interested in the day-to-day budget minutiae.

Jeff Brown: Is there anything else since we last met, or given our discussions today, that you think we should discuss?

Former Deputy C.O.S.: Something to kind of... Full disclosure, I talked to my wife about our discussions. She’s the only person I have talked to. Kelly Roberson did ask if I had met with you. I told her that that was a question she should not ask and she should not answer should anyone ask her. That is the extent of my discussion with her about it.

Paul Solis: When did she contact you?

Former Deputy C.O.S.: Either last week or the week before. I can give you the exact date if you want me to bring it up. Actually, so she had told me that she was going to lunch with Oliver, and I was interested in what he would have to say. Then I came and talked to you all, and I wanted nothing to do with that anymore so I did not follow up with that and how she did. But after her lunch with Oliver, she G-chatted me and asked if you all had... or if I had met with OCE.

Jeff Brown: So were there two conversations with Kelly?

Paul Solis: Yeah. I just want to get the timeline straight.

Former Deputy C.O.S.: Okay. I’m sorry. Kelly and I-

Paul Solis: Starting from moment one.

Former Deputy C.O.S.: Well, Kelly and I had been on and off in contact since I left. Right around the time you asked me to come in, she said Oliver invited her to lunch. I said she should go. I came in, met with you all, she G-chatted me and said “I’m off to lunch.” After I met with you all, I was no longer interested. Maybe the next week, she asked me... The next Thursday or Friday maybe after that, she asked if I had met with you and I responded with “That’s not a question that you should ask or answer.” That was-

Jeff Brown: That was over the phone or over G-chat?

Former Deputy C.O.S.: G-chat.

Paul Solis: Did she talk to you in any way whatsoever about what she and Oliver discussed?
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Former Deputy C.O.S.: No.

Paul Solis: Did she ask you whether Oliver requested... Did she tell you whether Oliver requested that she go to lunch with her?

Former Deputy C.O.S.: No. No, she emailed... Yeah, she said "Oliver emailed me and I asked if I wanted to do lunch." She asked if he had emailed me, and I said "No, he has not."

Jeff Brown: What's Kelly and Oliver's relationship been like since Kelly left the office?

Former Deputy C.O.S.: I thought negative. She felt she had been done a disservice by Oliver. I would be inclined to agree.

Jeff Brown: Why?

Former Deputy C.O.S.: David would occasionally get bored with staffers, regardless of whether or not they were doing good work, and then Oliver would force the staffers out. Kelly was my direct... was one of my... I was her direct supervisor. I thought she was doing a good job and she didn't deserve to be forced out.

Jeff Brown: Just so we've got the timeline straight, Kelly contacted you within the last two weeks about -

Former Deputy C.O.S.: I can bring my phone up and give you the exact dates.

Jeff Brown: If you don't mind.

Former Deputy C.O.S.: Yeah. Okay. All right. January 16th, she asked me if Oliver had emailed me. She said that he emailed her. I said... to have lunch. I said "You should go have lunch," then talked about... I had a quote in Politico which was cool. January 19th, she said she was on her way to lunch with Oliver. January 30th, she said "Question, did you ever get called by the Office of Congressional Ethics regarding Oliver?" I responded "Not a question you should ask or answer." She responded "That's a very political answer." I responded "Best I can give." She responded "Noted."

Jeff Brown: We started this line with you saying there was something that was sort of nagging-

Former Deputy C.O.S.: I'm sorry, yes. When I went home and talked to my wife, she said occasionally... and during Oliver's tirades, the worst of them where he was threatening to quit, he would occasionally say that he was going to quit and if he didn't get a good severance package that he'd go to the

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FEC and tell them where all the bodies were buried, essentially
something along those lines.

His tirades were fairly regular. That line of comment was not regular, maybe three or four times
over the course of ... from '13 to '16. The reason that I brought that
back up is because my wife said "You occasionally came home and
said stuff about that," and I was like "Yeah, I did." When you emailed
me with the transcript, I was planning on responding to you and telling
you that. But that did stick in my head or come back up when my wife
mentioned it.

Jeff Brown: What did you understand him to mean when he was talking about
"where the bodies are buried?"

Former Deputy C.O.S.: I have no idea, and I did not ask. I mostly attributed it to him just being
out of control and angry. Obviously, when your boss says something
like that, it's concerning, but it didn't happen enough for me to think
that it wasn't anything other than him being out of control.

Jeff Brown: But back to my question, I mean, what was the suggestion? What was
the context?

Former Deputy C.O.S.: Oh. Whenever he would get really, really angry with something that
David was doing, usually in his official capacity, either not going to an
official event or going to an official event and saying something that
was quasi-offensive, Oliver would get angry. When he would get
really angry, he'd make that comment, two or three times.

Jeff Brown: He made the "where the bodies are buried" comment two or-

Former Deputy C.O.S.: Yeah.

Jeff Brown: ... or three times?

Former Deputy C.O.S.: Yeah, about "I'm going to go the FEC and get David thrown in jail for
campaign fraud," something along those lines. "I know where the
bodies are buried." I have no context beyond that.

Jeff Brown: Do you have any idea what he may have been referring to?

Former Deputy C.O.S.: Honestly, I had no idea. I mostly chalked it up to him just being out of
control. But there's no doubt that if there were anything campaign-
related that was not on the up-and-up, Oliver would know about it and
would be able to do that. But I'm not aware if there was or what those
specifics were.

Paul Solis: To this point, you have not been contacted by Mr. Schwab, right?
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Former Deputy C.O.S.: Not about this. I have had no contact with Oliver Schwab since
November. I called Kevin when I saw the article in November. Kevin was not aware of it at the time. Kevin called me back, he said "This is terrible." I said "Well, I wasn't one of the sources." Kevin said "If you ever get a call, make sure you cooperate," and I said "Okay."

Jeff Brown: Have you had any conversation with Kevin about us since then?

Former Deputy C.O.S.: Not about you in particular. He did call because he had a grandson, and he just said "We are actually officially under investigation. Cooperate if they call you." And I said "Okay." That's it.

Paul Solis: Did he say whether he was cooperating or not?

Former Deputy C.O.S.: He did not.

Jeff Brown: Did he say anything about whether the office was cooperating?

Former Deputy C.O.S.: He did not. At that point in time, we didn't talk again. I mean, I think we may have talked one other time but nothing about the investigation came up.

Jeff Brown: Anybody else-

Former Deputy C.O.S.: Anyway ... I'm sorry. To follow up, I told Oliver ... I think Kevin told ... I'm sorry. I told Kevin that I saw the article, I wasn't one of the sources. I believe Kevin told Oliver that I said that I wasn't one of the sources. Oliver emailed me "Thank you for your kind words." I did not respond, and that is the last I have heard from Oliver.

Jeff Brown: Have you spoken to anyone else either currently inside the Schweikert office or a former Schweikert staffer about any of this article -

Former Deputy C.O.S.: About our meeting-

Jeff Brown: ... investigation-

Former Deputy C.O.S.: About my meeting. No.

Jeff Brown: Yeah.

Former Deputy C.O.S.: I talked to Ryan and I talked to Kelly that there was an article ... Kelly was who tipped me off to the article being written ... or, sorry. No, it was ... Kelly texted me the Friday after the ... or, sorry, the day after the article ... or the day article came out. She texted me and said "Hey, let's get lunch," and I was like "Okay. Let's get lunch." I had no idea -- had nothing to talk about. Ryan was the one the next morning who said "Look at this article. I assume you're one of the sources?"
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Jeff Brown: What did Kelly say about the article to you?

Former Deputy C.O.S.: Basically, serves him right, if I remember correctly. Ryan, same thing. I had felt that ... After I read the article, I was surprised about the campaign things, but anyone who looked in the campaign ... or the office would see we were spending money on office supplies that was probably unreasonable, or not unreasonable, too much. We didn't need to spend the money we were spending.

Jeff Brown: Why do you think Kelly said serves him right?

Former Deputy C.O.S.: It didn't end on good terms. I think that Oliver, like I said, Oliver did her a disservice when she left. She was a good employee. At least for me.

Jeff Brown: Same thing with Ryan, why do you think Ryan said something like serves him right?

Former Deputy C.O.S.: At the end of last Congress, Oliver basically did Ryan and I pretty similar, and so I can imagine Ryan wanting for Oliver to, if he was doing anything wrong, to be gotten for it.

Jeff Brown: Only other question that I have is, last time we talked, we discussed a little bit about the fact you may or may not have some G-mail documentation -

Former Deputy C.O.S.: Oh. I did-

Jeff Brown: ... with-

Former Deputy C.O.S.: ... look. I do have a few ... I meant to print those and bring them to me. I have a back-and-forth between me and Oliver that I also CC'd - BCC'd my wife on and she responded. That's what I have-

Jeff Brown: If you could send them along-

Former Deputy C.O.S.: I will, yeah.

Jeff Brown: ... with the transcript, that would be appreciated.

Former Deputy C.O.S.: Okay.

Jeff Brown: Anything else, Paul? Ashley? Thank you for coming back in, "Former Deputy Chief of Staff".

Former Deputy C.O.S.: Yep.
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This errata sheet is submitted subject to 18 U.S.C. § 1001 (commonly known as the False Statements Act).

Witness Name: [Redacted]
Witness Signature: [Redacted]
Date: 27 Jan 18

COE: SCHWEIKERT 004948
EXHIBIT 5
Transcript of Interview of  
“Former Communications Director”  
July 2, 2018
Jeffrey Brown: This is Jeff Brown with the Office of Congressional Ethics. With me is my colleague, Kelly Breswinton, and our law clerk, Ali Bazzi. Before us we have “Former Communications Director”. It is about 1:45 on Monday, July 2nd. “Former Communications Director” has been given a copy of the False Statements Act and has signed the acknowledgement form. And with that, we will get started. Is it alright if I call you “Former Communications Director” or do you prefer “Former Communications Director”?

Former Comm. Dir.: It's fine.

Jeffrey Brown: Okay. So, “Former Communications Director”, where are you currently employed?

Former Comm. Dir.: District Media Group.

Jeffrey Brown: Okay, and what is District Media Group?

Former Comm. Dir.: It's a communication company.

Jeffrey Brown: Okay. Specializing in anything in particular?

Former Comm. Dir.: Political communications and media training.

Jeffrey Brown: Mn-hmm (affirmative). And your role there?

Former Comm. Dir.: I am the media relations director.

Jeffrey Brown: Okay. What is a media relations director do?

Former Comm. Dir.: Anything I want do. Anything anybody else doesn't want do.

Jeffrey Brown: Okay. At some point you were on the Hill. What roles did you have on the Hill?

Former Comm. Dir.: I started off as a staff assistant and then I was a communication's director and worked in press for several different congressmen.

Jeffrey Brown: Okay. Who are the different congressmen?

Former Comm. Dir.: James Sensenbrenner from Wisconsin, Mike Pence from Indiana, House Republican Conference, and David Schweikert.
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1 Jeffrey Brown: Okay. And, what years were you with Representative Schwierkert?

2 Former Comm. Dir.: 2010? Whenever that wave hit, 2010 to 2014, I think?

3 Jeffrey Brown: Okay. How did you go about getting hired in his office, Representative Schwierkert, that is?

5 Former Comm. Dir.: He called me and asked me to work for him.

6 Jeffrey Brown: Okay.

7 Former Comm. Dir.: He heard I was good and he asked me to work for him.

8 Jeffrey Brown: How did he know that he should call “Former Communications Director” and ask her?

9 Former Comm. Dir.: I guess I was known for being good at pitching, and booking, and putting people on, and my name had been passed to him by, I don’t know who, maybe Mike, I don’t know. Somebody.

13 Jeffrey Brown: Mike?

14 Former Comm. Dir.: Pence?

15 Jeffrey Brown: Okay.

16 Former Comm. Dir.: I don’t know.

17 Jeffrey Brown: I think this is actually, this is probably like January of 2011. That’s when he enters-

19 Former Comm. Dir.: Yeah, I mean, but I worked for him before that.

20 Jeffrey Brown: You worked for the Congressman-

21 Former Comm. Dir.: We’re, I mean, yeah, like right, I mean, that was what… December of something.

23 Jeffrey Brown: Okay.

24 Former Comm. Dir.: Yeah.

25 Jeffrey Brown: So, December 2010 is kind of when you first-
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1 Former Comm. Dir.: It would have '09, right? Yeah, because the election would have been November of '09.

2

3 Jeffrey Brown: '10.


5 Jeffrey Brown: Okay. Who's already on board in the congressman's office at that point?

6 Former Comm. Dir.: I think just two employees. I think I was the third.

7 Jeffrey Brown: Okay.

8 Former Comm. Dir.: Yeah.

9 Jeffrey Brown: Who were they?

10 Former Comm. Dir.: Matthew Tully and Oliver Schwab. And maybe Beau Brunson, but I'm not sure.

11 Jeffrey Brown: Did you ever work on Representative Schweikert's, any of his campaigns?

12 Former Comm. Dir.: Mm-hmm (affirmative). I worked on his Quayle primary.

13 Jeffrey Brown: Okay. So, that's-


15 Jeffrey Brown: 2012. What's your role on that campaign?

16 Former Comm. Dir.: I took a leave of absence from the official, and worked and volunteered there for a week or two and then would do stuff at nights or on weekends.

17 Jeffrey Brown: Is this in the August timeframe?

18 Former Comm. Dir.: Mm-hmm (affirmative).

19 Jeffrey Brown: Do you remember-

20 Former Comm. Dir.: It was when the primary was.

21 Jeffrey Brown: Relatively… or do you have a rough date of when that was?

22 Former Comm. Dir.: I don't remember when the primary was. I think it was the 13th?
Jeffrey Brown: I'm sorry if you just said this and I missed it, but are you paid or are you volunteering your time?

Former Comm. Dir.: Oh, I volunteered. I wasn't paid.

Jeffrey Brown: Do you still keep in touch with Representative Schweikert?

Former Comm. Dir.: I haven't talked to him for a while. No.

Jeffrey Brown: Okay. When was the last time you spoke?


Jeffrey Brown: How about Oliver Schwab? Who's Oliver Schwab?

Former Comm. Dir.: I think he still is the current chief of staff for Congressman Schweikert.

Jeffrey Brown: Do you keep in touch with Oliver?

Former Comm. Dir.: No.

Jeffrey Brown: Okay. When was the last time you spoke with him?


Jeffrey Brown: Okay. And so, what sort of relationship do you and Mr. Schwab have?

Former Comm. Dir.: We don't have one.

Jeffrey Brown: At some point you had a professional relationship-

Former Comm. Dir.: Yeah, he was the chief of staff. Not necessarily my boss, because he wasn't I mostly reported to David.

Jeffrey Brown: Mm-hmm (affirmative).

Former Comm. Dir.: But he, I guess, by the figurehead of the structure of the office, was the chief of staff at the time.

Jeffrey Brown: Okay. Walk me through that. Who is... who were you reporting to?

Former Comm. Dir.: David.

Jeffrey Brown: Okay.
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1 Former Comm. Dir.: Yeah.

2 Jeffrey Brown: With some ... does Oliver play some role in the reporting structure?

3 Former Comm. Dir.: Not really. Not for me. I was kind of an autonomous ... I think David saw
4 the value and the knowledge that I had. Oliver never worked on the Hill
5 before. He wasn't quite familiar with how things worked and so, I just
6 didn't ... stayed in my lane and would deal with Oliver ... or a, sorry, David
7 directly.

8 Jeffrey Brown: Okay. What sort of relationship did Oliver and the congressman have?

9 Former Comm. Dir.: A weird one.

10 Jeffrey Brown: Why was it weird?

11 Former Comm. Dir.: Well, it was just ... I didn't see ... I didn't understand the facets of it. There
didn't seem to be some ... I wouldn't pick him out of a lineup to be hired as
my chief of staff because there wasn't much I would view as a value add in
how to run an office. So, I was just a little surprised by how much trust
was put into his hands.

16 Jeffrey Brown: Why do you say that you didn't think he's a value add?

17 Former Comm. Dir.: Because I essentially did everything that needed to be done. Cons or
18 policy-wise and he wasn't really there, or if he was, he wasn't very helpful.

19 Jeffrey Brown: What do you mean he wasn't there?

20 Former Comm. Dir.: I mean he was there sometimes, but it wasn't ... he's not a traditional chief
of staff as far as a top down approach.

22 Jeffrey Brown: What's a ... can you give me some understanding of what in your mind is a
traditional chief of staff and how Oliver-

24 Former Comm. Dir.: I mean every office is very different, right? Have you been on the Hill
25 before?

26 Jeffrey Brown: Sure.

27 Former Comm. Dir.: Yeah. I guess what you would view as a traditional would just be things
28 funnel down from the congressman to the chief of staff who then runs into,
29 okay, the leg shop's going to do this, the comm shop's going to do this, the
campaign's going to do this and then ... There really wasn't much of that. It
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would just, kind of, he necessarily... because he didn't necessarily know
what to do. I don't think there was much of a making the trains run on
time. So, I mostly bypassed that and just got what I needed information-
wise from the congressman.

Jeffrey Brown: Okay. Daniel Caldwell. Who's Daniel Caldwell?

Former Comm. Dir.: He is a former campaign manager and former district staff for the
congressman.

Jeffrey Brown: Okay. You still keep in touch with him?

Former Comm. Dir.: Mm-hmm (affirmative). I do.

Jeffrey Brown: When was the last time you guys chatted?

Former Comm. Dir.: Probably three days ago.

Jeffrey Brown: What'd you talk about?

Former Comm. Dir.: Talked about some personal stuff and we talked about the fact that I was
talking to you today.

Jeffrey Brown: Okay. Who is Matt Tully?

Former Comm. Dir.: Former chief of staff for the congressman. Former I.D.

Jeffrey Brown: Did he have any role in the campaign?

Former Comm. Dir.: Mm (neutral). No. He stayed in Washington the whole time.

Jeffrey Brown: Do you know why he left the congressman's office?

Former Comm. Dir.: To go be a lobbyist downtown.

Jeffrey Brown: Do you and Matt Tully have any relationship?

Former Comm. Dir.: Mm-mmm (negative).

Jeffrey Brown: Okay. Do you keep in touch at all?

Former Comm. Dir.: Mm-mmm (negative).

Jeffrey Brown: When was the last time you talked to Matt Tully?
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1 Former Comm. Dir.: 2014, maybe?

2 Jeffrey Brown: What sort of relationship do Oliver Schwah and Matt Tully have?

3 Former Comm. Dir.: I'd be surprised if they still talked.

4 Jeffrey Brown: Why do you say that?

5 Former Comm. Dir.: I mean, because they were, they weren't like BFFs, so.

6 Jeffrey Brown: When they were working together in the congressman's office?

7 Former Comm. Dir.: Oh, I mean, Matt reported to Oliver as the LD.

8 Jeffrey Brown: At some point, though, I think, Matt becomes the chief of staff.

9 Former Comm. Dir.: Mm-hmm (affirmative). Yeah. Oliver had left and taken a leave of absence for the campaign. It was the primary of 2012 and then, um, yeah.

10 Jeffrey Brown: Ryan White. Who's Ryan White?

11 Former Comm. Dir.: He is ... he was a former leg staffer.

12 Jeffrey Brown: Okay. What sort of relationship did you and him have?

13 Former Comm. Dir.: We were very friendly.

14 Jeffrey Brown: Okay. Do you keep in touch with him?

15 Former Comm. Dir.: I haven't talked to him for a while.

16 Jeffrey Brown: Okay. What's a little while?

17 Former Comm. Dir.: Probably eight months, nine months.

18 Jeffrey Brown: Did he have any role in the campaign?

19 Former Comm. Dir.: Mm-mm (negative). Not that I was aware of.

20 Jeffrey Brown: Ever volunteer for it?

21 Former Comm. Dir.: No. Not that I was aware of.
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Jeffrey Brown: Besides the folks that I just mentioned, do you keep up with anyone else from Representative Schweikert's official office or campaign?

Former Comm. Dir.: Current office?

Jeffrey Brown: Current or former staff?

Former Comm. Dir.: Yeah, former.

Jeffrey Brown: Okay. Who else-

Former Comm. Dir.: Cassie Sond.

Jeffrey Brown: Who's Cassie Sond?

Former Comm. Dir.: She was a former leg staffer for Congressman Schweikert.

Jeffrey Brown: Okay. Anybody else?

Former Comm. Dir.: No. That's it

Jeffrey Brown: Beau Brunson?

Former Comm. Dir.: Min-min (negative).

Jeffrey Brown: When was the last time you talked to Beau?


Jeffrey Brown: How about, do you know Kat Dimenstein?

Former Comm. Dir.: Yeah.

Jeffrey Brown: Okay. When was the last time you talked to her?


Jeffrey Brown: So, you mentioned, well, let me ask you this. Has anybody reached to you about the OCE's investigation? This investigation, excuse me.
Jeffrey Brown: Anybody. Has anybody reached out to you to talk about the fact that the
OCE is investigating either Representative Schweikert, Oliver Schwab,
others?

Former Comm. Dir.: No.

Jeffrey Brown: Have you contacted anybody about this review? You just mentioned-

Former Comm. Dir.: I told Dan that I was going to see you today.

Jeffrey Brown: Okay. And what was the conversation you had with Dan?

Former Comm. Dir.: Just that I was going to sit down with you all today. It was as simple as
that. Nothing else.

Jeffrey Brown: Did you guys talk at all about what questions you should expect to hear
from us?

Former Comm. Dir.: Mm-mm (negative).

Jeffrey Brown: At some point, let me ask you this, have you seen this article before? This
is "A Lot of Cash Is Flowing to David Schweikert's Chief of Staff Oliver
Schwab." It's an Examiner article by Philip Wegmann from November
2nd, 2017.

You're indicating you-

Former Comm. Dir.: I've read it. Mm-hmm (affirmative).

Jeffrey Brown: You're familiar with this article. Okay.

When did you first read it?

Former Comm. Dir.: Probably when it came out. I don't-

Jeffrey Brown: So, we're talking early November, somewhere around about November
2nd. What were your reactions to this article?

Former Comm. Dir.: I don't know if I had that many reactions to it. It didn't surprise me, but it's
also a long time ago, so, I've had several other bosses since then that I I've
had to worry about, so.

Jeffrey Brown: Why do you say it didn't surprise you?
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1 Former Comm. Dir.: I just... there was always something sketchy with Oliver and so, it doesn't
2 surprise that that ended up finally coming out. I mean, it's been kind of, in
3 my opinion, obvious, and people just don't read FEC filings.
4 Jeffrey Brown: Why'd you say, "There's always something sort of sketchy with Oliver?"
5 Former Comm. Dir.: I don't know how else to say it. There just always was.
6 Jeffrey Brown: Okay. So, this article discusses improper MRA disbursements. Did you
7 ever see Oliver improperly using the MRA when you were in the
8 congressman's office?
9 Former Comm. Dir.: No, I mean I don't... I didn't. Our offices weren't in the same location. He
10 was around the corner from me. I didn't ever deal really much with him
11 aside from the him coming in and kind of just talking or checking in. I
12 didn't really... to be quite honest, I didn't know what he did, so, I was not
13 really aware of the nitty gritty of what it day to day was like.
14 Jeffrey Brown: Okay. You said a couple times now... You sort of intimated that, you
15 know, you're really not aware of what role he's playing and that surprises
16 me.
17 Former Comm. Dir.: Why?
18 Jeffrey Brown: He's the chief of staff. I would think that he's involved in the day to day
19 goings on in the office.
20 Former Comm. Dir.: I mean, sure. I mean, I worked for Schweikert from the very beginning 'til
21 2014. I worked with three very, very competent, smart individuals who, to
22 be honest, we probably could have... the reason we worked for David is
23 'cause we saw potential there and we could have worked for bigger fish.
24 And we saw something and we had a good team, and the machine of the
25 office is so well run, and so well oiled, and to be honest, I think we kind of
26 kept David on track. That I didn't... he was not really a factor. We were
27 pros. Matt Tully worked on the Hill. I worked on the Hill before. I was
28 pretty good at my job. Tully was good at his job. We had a consultant that
29 helped on the campaign side. Nothing that really we couldn't take care of
30 ourselves, to be honest.
31 So, there wasn't much role, in my opinion, back then for him to play. Now,
32 obviously, we've all left, the people that we worked with then. So, things
33 may be different now. I don't know.

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1  Jeffrey Brown:  You said there were three of us. And you said, "Three highly competent
2    individuals." You mentioned yourself, Matt Tully, and-
3  Former Comm. Dir.:  Yeah, I think Cassie. Cassie would have been one. And then the consultant
4    ...
5  Jeffrey Brown:  Okay.
6  Former Comm. Dir.:  ... on the campaign side.
7  Jeffrey Brown:  Who's the consultant?
8  Former Comm. Dir.:  Chris Baker. Or, he was. I don't know if he still is.
9  Jeffrey Brown:  Okay. Have you spoken to any current Representative Schweikert's staff
10    about this Examiner article?
11  Former Comm. Dir.:  No.
12  Jeffrey Brown:  Okay. Besides Dan, any former Representative Schweikert staffers have
13    you spoken to anyone about this article?
14  Former Comm. Dir.:  I texted briefly with Cassie about it.
15  Jeffrey Brown:  Okay. What was that exchange?
16  Former Comm. Dir.:  Just sending the article, something like that ... nothing.
17  Jeffrey Brown:  Okay. Did either she or you express any sort of reaction to the article?
18  Former Comm. Dir.:  No.
19  Jeffrey Brown:  It was just, "Here's the article," and that's it?
20  Former Comm. Dir.:  Yeah, I mean, pretty much. She's my best friend and we talk about
21    everything, so I don't... it was just like she was in the middle of changing
22    a diaper and I said, I was like, "FYL." And she said, "Oh, yeah. I saw that-
23    crazy." That's it.
24  Jeffrey Brown:  Okay. So nothing else?
25  Former Comm. Dir.:  No.
Jeffrey Brown: How about any ... have you spoken to anybody about this article, any
former campaign staffers, that we haven't already touched on?


Jeffrey Brown: Chris Baker?

Former Comm. Dir.: He's not a campaign staffer, though.

Jeffrey Brown: Consultant?

Former Comm. Dir.: Oh. Yeah, I think we did briefly text about it. We were working on
another race together, and we may have mentioned it. I can't remember.

Jeffrey Brown: Well, what was that conversation?

Former Comm. Dir.: It's crazy. That's it. Kind of like, "Did you see this? Crazy." Nothing really
much.

Jeffrey Brown: The article quotes former staffers. Do you have any ideas who those
staffers are?

Former Comm. Dir.: If I did, I probably wouldn't tell you.

Jeffrey Brown: Okay. Why not?

Former Comm. Dir.: Because, I mean, it would all be speculation and I would never ... as
someone who works with the media, day in and day out, I would never
want to speculate who I think of a source of an article would be.

Jeffrey Brown: Okay. Have you ever spoken to Philip Wegmann?

Former Comm. Dir.: I wouldn't tell you if I did. I work with a lot of reporters and I wouldn't.

Jeffrey Brown: Okay.

Former Comm. Dir.: That's my first amendment rights. I wouldn't.

Jeffrey Brown: Well, let's talk about your working relationship with Oliver a little further.
I think you sort of intimidated that it's fair to say he's a bit of a hands off
chief of staff.

Former Comm. Dir.: Yeah. I mean, to me he was. Mn-hmm (affirmative). Yeah.
Jeffrey Brown: Okay. How did he treat other employees in the office?

Jeffrey Brown: Okay. Why do you say that?

Former Comm. Dir.: He treats...he treated those in the office, that he thought maybe could help him out, or you know, were friends with his wife or whatever, very well. But to those who were competent and knew what they were doing and maybe he saw as a threat, he wasn't very good to. And he didn't...he treated a lot...he didn't handle staffing very well. He wasn't a very good people manager.

Jeffrey Brown: Okay. Who were those people that you were saying that he may or not may have viewed as a threat? Are those the couple of people you mentioned previously? Yourself, Cassie, Matt?


Jeffrey Brown: Dan? Yeah.

Former Comm. Dir.: Mm-hmm (affirmative).

Jeffrey Brown: Let's talk a little bit about, at some point Oliver decides to leave the official congressional office. I think this is in May of 2012?

Former Comm. Dir.: Sounds right. I knew it was in 2012. I don't remember when it was, but...

Jeffrey Brown: At some point, Oliver comes back to the office in a Senior Advisor role. Do you remember this?

Former Comm. Dir.: Mm-hmm (affirmative). I remember when he came back. Mm-hmm (affirmative).

Jeffrey Brown: And so Matt's the chief of staff at the time, correct?

Former Comm. Dir.: Mm-hmm (affirmative).

Jeffrey Brown: How does that relationship play out? You've got somebody who used to be a chief of staff coming back in a Senior Advisor role. Just kind of help walk me through what's Oliver role as senior staff?
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Former Comm. Dir.: I mean, I think it was probably the same thing it was as chief of staff. I mean, I think everybody could have viewed Tully as a figurehead. Tully kept the office running on time and was, obviously, someone that was very methodical. He had... he knew how the Hill runs so he was a very hands-on chief, but I think everybody kind of knew that Oliver's always been connected with David and vice versa.

So, I think he was always more or less going to be the person kind of in charge, regardless of what it came back as, so...

Jeffrey Brown: How did Matt take that?

Former Comm. Dir.: He seemed fine. I think he kind of knew that was the deal.

Jeffrey Brown: Were there... I think you mentioned there are at least a couple people in Representative Schweikert's office that worked on the congressional side, official staff, but they also either volunteered or they took a leave of absence to work-

Former Comm. Dir.: I don't think... I think I was the only one. And Caldwell as well. We were the only ones.

Jeffrey Brown: Garrett Archer?

Former Comm. Dir.: Oh, yeah. I guess Garrett did some too. I think it would have been only three of us. I forget about the district office. Yeah, probably only three of us.

Jeffrey Brown: So, there's those three of you that took time off to go volunteer-

Former Comm. Dir.: Mm-hmm (affirmative). Yeah, I was there maybe a week. It may have been a week and a half. I was not there longer than probably 10 days.

Jeffrey Brown: Besides Dan, Garrett, yourself, and Oliver, are there any other staffers that are volunteering on the campaign?

Former Comm. Dir.: Mm-hmm (negative).

Jeffrey Brown: How about Matt?

Former Comm. Dir.: Tully?

Jeffrey Brown: Yeah.
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1 Former Comm. Dir.: I don’t think so. Not that I was aware of.

2 Jeffrey Brown: I’d like to get your perspective on whether and to what extent there were
3 sort of clear and appropriate separations for congressional staffers from
4 their campaign responsibilities or activities and their congressional
5 activities.

6 Former Comm. Dir.: Yeah, I mean, I think every office on the Hill... not every office, a lot of
7 offices, especially in tough districts or in districts that have races, there’s
8 always varying levels of expectancy or not. There was not at all any
9 expectancy as far as, I mean, I know a lot of... having worked for the
10 House Republican Conference where I knew all House Republicans and
11 worked with them very closely. There were some, you know, like Tim
12 Murphy-like types of people and then David was very... could care less if
13 he did. I loved him very dearly and wanted to help him out, so I took my
14 vacation time and helped him out. There was no obligation in that, but I do
15 know that there is some that goes around, but my experience was there
16 was never any expectancy that I volunteer on a campaign for him.

17 Kelly Brewington: Expecancy from whom? I just want to clarify.

18 Former Comm. Dir.: I think you guys were indicating expectancy from the congressional office,
19 right?

20 Kelly Brewington: From the congressional office, but from whom exactly?

21 Former Comm. Dir.: Oh, chief, member, whoever. Anybody.

22 Jeffrey Brown: Correct me if I’m wrong, but I think you’re indicating there was no
23 Representative Schweikert wasn’t applying any pressure to any anybody-

24 Former Comm. Dir.: No. Neither was Oliver.

25 Jeffrey Brown: Okay. Neither was Oliver?

26 Former Comm. Dir.: No. No.

27 Jeffrey Brown: So, we’ve spoken with other staffers who’ve indicated that Oliver would
28 perform campaign or fundraising activities in the congressional office. I’m
29 wondering what sort of activities you witnessed Oliver perform on the
30 congressional campus?

31 Former Comm. Dir.: Um, I mean, I couldn’t, yeah, obviously, it wouldn’t surprise me, but like I
32 said, there would be days where he wouldn’t show up to work. There
would be days where he's always on his cell phone. He was always walking around. You know, again, I was in a different office, so I tried to stay away as far away from that side of the office as possible, because I just wanted to do my thing. So, I didn't necessarily see that, but it would not surprise me at all.

Jeffrey Brown: Okay. So, let me just see if I can jog your memory a little bit. Did you ever see him do any... make or receive any fundraising phone calls in the congressional office?

Former Comm. Dir.: I mean, he was always on the phone. I didn't necessarily like eavesdrop or listen to them. So, again, it wouldn't surprise me, but I don't necessarily remember at any given moment hearing anything specifically that he would have said, but like I said, I wouldn't be surprised if that was the case.

Jeffrey Brown: Did you ever... well, let me ask you like this. You indicated that your office isn't really near his office-

Former Comm. Dir.: Well, you know how a Longworth office is. It was split. We were kind of like everybody and then it was David and Oliver, and then a assistant at the time.

Jeffrey Brown: Okay. So, even if you're not... I think you said you don't specifically recall seeing Oliver perform any... excuse me, campaign or fundraising work in the congressional office. Did you ever hear about that from anybody else?

Former Comm. Dir.: No, I mean, I think where Oliver has a very vast and wide longstanding reputation of being a very shady person that's not a man of his word, so, the fact that any of that would take place, doesn't surprise me. But did somebody come up to me and say, "Hey, did you know Oliver?" No, A, because I think it happens a lot and B, I think of all of the things Oliver may have been sketchy on, that was probably the least sketchy. I don't know.

Jeffrey Brown: What was the most sketchy-

Former Comm. Dir.: I mean, I think you guys all, I mean you can take a look at these documents. You can look at the FEC filings, look at the MRA expenses, look at campaign. I think the phone calls are probably the least of, but no, nobody came up to me and said, "Did you know Oliver was taking campaign calls?"
Jeffrey Brown: I think you said something like it was probably happening regularly and that's why nobody mentioned it? Did I misunderstand what you said there?

Former Comm. Dir.: Happened right ... what do you mean?

Jeffrey Brown: Well you said nobody's saying, "Hey, "Former Communications Director". I just saw Oliver ...?"

Former Comm. Dir.: Are you talking about fellow staff members?

Jeffrey Brown: Yeah.

Former Comm. Dir.: Oh. No.

Jeffrey Brown: Okay.

Former Comm. Dir.: No. Like I say, Oliver would barely ever be in that office, so, he'd be pacing the hallways or whatever.

Jeffrey Brown: Okay. You said that a couple times now. So, Oliver is rarely in the office. Where is he?

Former Comm. Dir.: He's just running around. I don't know. He's at the NRCC. He's at the Capitol Hill Club. He's running ... walking around the office. I don't know.

Jeffrey Brown: Is he available to staffers when the staffers-?

Former Comm. Dir.: Sure, if I would call him or need something, he would almost always answer, absolutely. But again, if you're a hands-off boss, and the office runs like clockwork, it's a, you know, plus or minus if you're there or not.

Jeffrey Brown: What do you mean? So, what's he doing? Is he working on political activities, fundraising activities?

Former Comm. Dir.: I'm assuming. I assume. He wasn't going to the gym.

Kelly Brewington: Was Representative Schweikert aware of where he was or what he was doing?

Former Comm. Dir.: I don't think so. If he was, I certainly didn't know. I was with David probably more than most people.

Ali Bazzi: Did anybody express anything to you about where they thought he might have been?
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1 Former Comm. Dir.: No. I mean, again, if he was ... I mean, he would always be kind of
2 around, in and out throughout the day, so. But sometime, it wouldn't be
3 abnormal for him to be in Arizona for a week and not tell anybody. I
4 mean, like, "Where's Oliver?" "Oh, he's in Arizona." "Okay. Cool."
5
6 Jeffrey Brown: Yeah. So I don't know. Again, I kind of have ... it was almost like he
7 could have been chief or couldn't have been chief and the office would
8 have been the same, functioning the same.
9
10 Former Comm. Dir.: Did Representative Schweikert have an awareness of concerns that it
11 sounds like you, or Dun, or Matt may have had about his absences?
12
14 talked to Schweikert about it.
15
16 Jeffrey Brown: And what was his reaction?
17
18 Former Comm. Dir.: Kind of dismissive.
19
20 Jeffrey Brown: Why do you think he was dismissive about that?
21
22 Former Comm. Dir.: I think he's ... I don't know. That's been something that I've been trying to
23 figure out for years. I think it's just general denial or it's ... I choose to
24 think it's denial, but I think at some point denial turns into something
25 malicious if you've been told enough times, so
26
27 Jeffrey Brown: How many times do you think he was informed of Oliver's incompetence?
28
29 Former Comm. Dir.: I mean, I told him many times.
30
31 Kelly Browning: Is there an example you can think of that you can share with us?
32
33 Former Comm. Dir.: Again, I can't-
34
35 Kelly Browning: Brought something to the representative and-?
36
37 Former Comm. Dir.: Yeah, I mean, again, I was the communication director and so I was a very
38 aggressive comms job. We got him out there quite a bit and it wouldn't be
39 abnormal for me to just ... Oliver would be spouting off to reporters and
40 I'd see it in the paper and they'd call me and say the exact opposite of what
41 David and I had been saying. Or he'd been to overcommitting and just
42 running his mouth in Arizona and donors had heard something that wasn't
43 the case. Or he told leadership that when David got kicked off his
44 committee, we're going to come crawling back. We're going to be come

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crawling back. We're going to be moderate now. Do whatever you want
to. Just get us back on our A Committee. All these things that were in
stark disagreement to what I had talked to David about happening and, so,
those would have been instances where I said, "Why is he saying this?"
And if so, it needs to stop. And if not, then, I'm leaving." Which I did. So.

Jeffrey Brown: Did you talk to the congressman about Oliver's absence from the office?

Former Comm. Dir.: No, I mean, because the chief can do whatever he wants. I mean, honestly,
the less he was around, the better for me. I wasn't complaining.

Jeffrey Brown: Were there complaints from staffers about Oliver's-

Former Comm. Dir.: Mm-hmm (affirmative). I think most people were pretty frustrated. I
mean, there were people that Oliver brought into the office as staffers that
I would have viewed just as incompetent as him. So, there was the three of
us that could do things really well, and the rest that knew that Oliver was
the hand that fed them and just did whatever he said.

Jeffrey Brown: You said just a couple of seconds ago that, you know, you had suggested
to Representative Schweikert that if things don't change you're going to
leave, and you did leave-

Former Comm. Dir.: Yeah, I mean, it wasn't an ultimatum. It was just a bunch of flags in the
ground. This is an issue. This is an issue. This is an issue.

Jeffrey Brown: Well, I should have asked you this earlier. Why did you ultimately leave?

Former Comm. Dir.: I left to go run a campaign in Kentucky. A primary against Mitch
McConnell for a man named Matt Bevin.

Jeffrey Brown: For?

Former Comm. Dir.: A man named Matt Bevin.

Jeffrey Brown: Okay. Did the decision to depart, did that have anything to do with your
frustrations in the office?

Former Comm. Dir.: It helped.

Jeffrey Brown: I'm just going to ... we spoke to a staffer who said he felt like the majority
of his time ... being Oliver's time as chief of staff, he was focused on
campaign work. Another person said, "Oliver would disappear for long
stretches to do fundraising work." Are these sort of things consistent with
what you were seeing?

Former Comm. Dir.: Yeah. Yeah. I couldn't tell you what he was doing, but I knew it wasn't
working in the office. So, I just… I guess that would be the logical
assumption.

Jeffrey Brown: And it wasn't working congressional activities?

Former Comm. Dir.: Correct.

Jeffrey Brown: Okay.

Former Comm. Dir.: Mm-hmm (affirmative).

Jeffrey Brown: So, he's not in the office and he's not working on official congressional
activities?

Former Comm. Dir.: Right, as a typical chief who had experience before would have been.

Jeffrey Brown: Okay. Did you ever see or hear of any congressional staff members, so,
official side staffers being asked to perform research, or talking points, or
memos that would ultimately be used for campaigns or fundraising
activities?

Former Comm. Dir.: No, I didn't see that. I mean, I did all of the…. I mean, I did most of the
day to day of the comms side of the campaign when I was there for the
two weeks up to the primary… ten days up to the primary. So, I did all
that on my own. I didn't ever ask anybody or anything, so, but if Oliver or
somebody had asked, I… I mean, probably, maybe, but I wouldn't have
known it was for a campaign or official 'cause I kind of stayed in my lane.

Jeffrey Brown: How about, let's see if I can jog your memory. Leading up to the debate
or the quasi-debate with Ben Quayle, do you recall any congressional
staffers being asked to prepare materials or talking points? We're talking
about official-

Former Comm. Dir.: Did we, we didn't…. I don't… did they have it… did we have it…. It's been
so long. Did we have a debate?

Jeffrey Brown: It was end of March 2-

Former Comm. Dir.: There's no way 'cause-
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1 Jeffrey Brown: It was end of March.

2 Former Comm. Dir.: Because Quayle ran away from every chance he got to speak in public.

3 Jeffrey Brown: Was it? I know, sorry. I didn't mean to interrupt.

4 Jeffrey Brown: No. Pm ... does that jog your memory at all? Or any memos on National

5 Defense Authorization Act? I realize that probably wouldn't have been

6 your lane.

7 Former Comm. Dir.: No. Sorry.

8 Jeffrey Brown: You mentioned Ana Schwab earlier. I think you mentioned others-


10 Jeffrey Brown: Ana. Ana Schwab. Okay. What connection did she have to the office?

11 Former Comm. Dir.: Uh, I don't ... I mean. I think she did some work on the campaign and got

12 paid for it, but aside from that, she was just around a lot. I don't think she

13 actually did anything in the congressional office.

14 Jeffrey Brown: Did she work for-

15 Former Comm. Dir.: Gossar?

16 Jeffrey Brown: ... lobbyists or any lobbyists?

17 Former Comm. Dir.: I think she still does, yeah.

18 Jeffrey Brown: Do you know what years that was?

19 Former Comm. Dir.: She left Gossar's office, probably in '13.

20 Jeffrey Brown: I'm curious. How does Oliver handle situations ... Well, let me back up

21 one step. Does Ana's lobbying firm or any clients, are they lobbying

22 Representative Schwiebert's office?

23 Former Comm. Dir.: I don't know anything about what she does. I'm sorry.

24 Jeffrey Brown: Are you aware of any of Ana Schwab's clients ever receiving any sort of

25 favorable treatment from the congressman or Oliver?

26 Former Comm. Dir.: Yeah, I don't ... I don't ... I mean, it wouldn't surprise me if Oliver got her

27 the job. I think she's had two jobs since Gossar, but I don't know anything
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1 about the company. I couldn't name any of the companies she ... I don't know anything about that.
2
3 Jeffrey Brown: Did you ever hear anything second hand from anybody else?
4 Former Comm. Dir.: No. No.
5 Jeffrey Brown: Okay. Are you familiar with the company called Firetrace?
6 Former Comm. Dir.: Yeah, I think so.
7 Jeffrey Brown: Okay. Why does that ring a bell?
8 Former Comm. Dir.: I think they're a company out of Arizona? Maybe in our district? Our old district.
9
10 Jeffrey Brown: You ever hear anything about Firetrace receiving any sort of favorable treatment from Oliver?
11 Former Comm. Dir.: Do ... is somebody ... is there a name associated with Fire Trace?
12 Jeffrey Brown: Ah, there are a bunch of names associated with Firetrace. Do you remember anybody over there?
13
14 Former Comm. Dir.: No, I don't ... is it in Arizona?
15 Jeffrey Brown: Yeah, Mark Cavanaugh or a Bill Eckholm. Do either of those names ring a bell?
16
17 Former Comm. Dir.: The Cavanaugh name may sound familiar, yeah, I don't... I mean Oliver would go around promising everybody everything, so yeah, this doesn't surprise me.
18 Jeffrey Brown: How about Teddy Eynon?
19 Former Comm. Dir.: That name sounds familiar.
20 Jeffrey Brown: Do you know who that is?
21 Former Comm. Dir.: I don't know who that is.
22 Jeffrey Brown: Did Oliver ever loan Representative Schweikert or his campaign any money?
23
24

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1 Former Comm. Dir.: Hm? Loan Schweikert money?

2 Jeffrey Brown: Yeah, or his campaign?

3 Former Comm. Dir.: Oliver gave him the campaign money.

4 Jeffrey Brown: Tell me about that.

5 Former Comm. Dir.: I mean, it's in all the reports.

6 Jeffrey Brown: You're talking about a specific donation?

7 Former Comm. Dir.: I don't know if it's been one, or two, or what. I know he's given him

8 $10,000, $20,000.

9 Jeffrey Brown: And you know that from reviewing FEC filings?

10 Former Comm. Dir.: Yeah. All this stuff is out there.

11 Jeffrey Brown: Are you aware of ... you keep saying like all this stuff is out there. What ...

12 you're just specifically-

13 Former Comm. Dir.: I mean, if you are a nerd like me, and there's motivation ... you know

14 where to look and there's motivation to look, and you look at MRA

15 expenses, and you look at campaign expenses, and you know how it

16 works. Like you see, okay, some of these things don't add up.

17 Jeffrey Brown: Okay. Do you have any specific examples in mind?

18 Former Comm. Dir.: I mean, most of this happened like when I left, right? So, I ... I mean, I

19 think looking back, I think almost all of it happened after I left because

20 Caldwell, and I, and Tully had a pretty tight ship on the office, but so there

21 wasn't accountability after we left. But it looks like, from everything I can

22 see, yeah, he's paid himself a ton of money, office expenses, office supply

23 expenses, thousands of dollars every month. That's not how that works on

24 the Hill, so.

25 Jeffrey Brown: Yeah, I mean it's been in plain site for a long time, so I'm glad somebody's

26 now starting to look at it. It's taken eight years, 10 years. You guys are a

27 little slow on the uptake over here, aren't you?

28 Jeffrey Brown: Did a ... let me see if I can jog your memory a bit with respect to specific,

29 well, loans. Did you ever here Oliver ever make any comments that David

30 or the campaign owes him money?
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1 Former Comm. Dir.: Mn-mm (negative).
2 Jeffrey Brown: Okay.
3 Former Comm. Dir.: No. I mean, if I... if he would have said that, I would have assumed that
4 meant just from the consulting fees he paid himself.
5 Jeffrey Brown: Did you have any involvement with campaign's finances during the 2012
6 cycle?
7 Former Comm. Dir.: No. I didn't get paid at all. I didn't deal with any of that.
8 Jeffrey Brown: What's Team Dave PAC?
9 Former Comm. Dir.: It's his congressional PAC.
10 Jeffrey Brown: Yeah. Do you know how that got set up?
11 Former Comm. Dir.: I don't.
12 Jeffrey Brown: Do you know if Oliver has a role on the-
13 Former Comm. Dir.: Oh, I'm sure he's probably the main person. I'm sure he probably set it up.
14 If anyone did, it was probably him.
15 Jeffrey Brown: Why do you say that?
16 Former Comm. Dir.: Because he's start to finish always been the campaign person.
17 Jeffrey Brown: As opposed to chief of staff, or the policy wonk, or the legislatively-
18 focused employee?
19 Former Comm. Dir.: Yeah, I mean, to some extent, every chief I've ever worked for has a
20 campaign hat. It's a responsibility.
21 Jeffrey Brown: Well, then let me ask you about that. So, it's not uncommon for chiefs to
22 do both political and official duties-
23 Former Comm. Dir.: Yeah, they're the only ones that have some of the leash to do, yeah.
24 Jeffrey Brown: Can you compare Oliver to other chiefs that you've worked with in terms
25 of the amount of time that he's working on official congressional side of
26 things versus political-

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1 Former Comm. Dir.: Yeah, I stated earlier. I mean it was, it seemed like was mostly that, yeah.
2 Jeffrey Brown: Mostly that?
3 Former Comm. Dir.: Yeah, it wouldn’t surprise me if it was the most of it. Everything he did.
4 Jeffrey Brown: You’ve mentioned on a couple of occasions that it’s all right there in plain
5 sight, but I’m curious with respect to individuals aside from yourself, who
6 do think the OCE should be having a conversation with about either Oliver
7 Schwab or Representative Schweikert?
8 Former Comm. Dir.: I mean, I think starting there will be a great place...
9 Jeffrey Brown: Starting where?
10 Former Comm. Dir.: With both of them. I’m not sure who are you, are-
11 Jeffrey Brown: Well, I’m just wondering... you, knowing what you know now, knowing
12 the things that we’ve asked you about, having read this article, having
13 looked at the FEC reports, having looked at MRA disbursement reports,
14 who do you think is the most appropriate people to talk to aside from the
15 congressman and Oliver?
16 Former Comm. Dir.: I mean, I think there’s parties involved that probably aren’t going to be
17 super willing to talk because they are beneficiaries and I think Ana may be
18 one of them. Kat may be one of them. I mean, like I said, I don’t deal with
19 anybody in the office.
20 Jeffrey Brown: By Kat, you mean Kat Dimenstein?
21 Former Comm. Dir.: Mm-hmm (affirmative).
22 Jeffrey Brown: Okay. Anybody else?
23 Former Comm. Dir.: Ah, I couldn’t tell you. I think Kat still works... I couldn’t tell you who
24 works there. I don’t know anybody there. Maybe Kelly Roberson. April
25 Blankenship, maybe
26 Jeffrey Brown: Who’s April Blankenship?
27 Former Comm. Dir.: She was-
28 Jeffrey Brown: Financial administrator?
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Former Comm. Dir.: Yeah, I think she was somebody temporary hired to kind of run the books as an outside, shared employee. So, maybe she was taking the lead on some of the things, I don't know. And, I'm sure she probably, actually, did things right. I assume she did, so maybe she saw something that made her leave. I don't know.

Jeffrey Brown: Okay. So, if you're sitting on this side of the table, what haven't we asked you today that you think we should have asked you about?

Former Comm. Dir.: I'm just kind of curious. The line of thought and like the line of questioning. For me, it seems like ... I'm just curious why you're picking the line of questioning and the things that you're choosing to focus on, with all of the issues that could be with Oliver. I'm just curious what ... why you were leaning down the path of just simple. It seems like time. I was just curious what ... why ... which of these line of questionings, which seems to be going down one way, why are you picking that?

Jeffrey Brown: I don't follow.

Former Comm. Dir.: It seems like you're most concerned with how Oliver spent his time. Is that correct?

Jeffrey Brown: That's for me to know. I'm going to ask questions.

Former Comm. Dir.: You said if I'm on that side of the table. You told me.

Jeffrey Brown: Well, a-

Former Comm. Dir.: I'm just curious why of all of, you know, what you've read in that article and if you've asked him, you've gone over, you know, the Excel sheets, or whatever, from what's made public for the last eight years.

Jeffrey Brown: You're curious why I didn't ask you more questions about the details in this article?

Former Comm. Dir.: Or, just like the money itself. I mean, I don't, yeah, there's nothing I can help you with because it's all there, like I said, but I just can't-

Kelly Brewington: What should we be asking you about the money?

Former Comm. Dir.: I mean, I guess I just assumed if you know like a congressional office, which you guys do, you know that there's a lot of money that's missing and I'm just curious why it seems like the time is more important to you.
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I'm just curious ... I don't even ... you asked me to ask you a question, and
I'm asking you that.

Jeffrey Brown: I didn't ask you to ask me a question. I asked, what-

Former Comm. Dir.: That's how I heard that.

Jeffrey Brown: ... should I ask you? Kelly did you have anything else for “Former
Communications Director” before we-

Kelly Browning: Just if you had any other specifics. You said the line of questioning, any
specifics, that you know that you would share with us about issues that
you think should have been raised?

Former Comm. Dir.: I think I've mentioned it all. I mean, I think I've articulated my concerns
that I had at the time and, obviously, I've been on the outside for a long,
long time, so, anything I see is just as a recorder I like to check.

Jeffrey Brown: I mean, it sounds to me like you have a very low opinion of Oliver's
management style-

Former Comm. Dir.: Of him generally.

Jeffrey Brown: Of him generally. You ... I get the impression you're pretty diligently
looking after FEC disbursement reports related to the congressman-

Former Comm. Dir.: I mean to a lot of congressmen, but I always check within them too. Mm-
hmm (affirmative).

Jeffrey Brown: Is there ... I mean is there ... you've given us a lot of what I think is just ...
what I think is short on specifics and long on just the general distaste for
Oliver. Is there anything, more specific examples-

Former Comm. Dir.: I mean, I think that I-

Jeffrey Brown: ... of ways in which, perhaps-

Former Comm. Dir.: I don't think I gave you distaste. I think I gave some examples. So, if you
are walking away from this conversation thinking it's a personality
difference or an ax to grind, that would be inaccurate.

Jeffrey Brown: Why do you say that?
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1 Former Comm. Dir.: Because that's not what I said. I think there was a lot of issues in the way
2 he treated staff and the way that he treated the finances, as I said earlier,
3 that I'm... that I was frustrated with and that's ultimately what led me to
4 have tough conversations with the boss and ultimately leave that office.

5 Jeffrey Brown: Well, I guess then-
6 Former Comm. Dir.: So, it's not a general distaste.
7 Jeffrey Brown: Well, then let's talk about it for a second. So, what are some of the ways in
8 which he mistreated staff?
9 Former Comm. Dir.: I mean, he fired one of my best friends in the office for really no reason.
10 Jeffrey Brown: How'd that happen?
11 Former Comm. Dir.: He's just a very whimsical person. Whatever he felt in the moment.
12 Jeffrey Brown: Any other staffers you recall being mistreated?
13 Former Comm. Dir.: I think by allowing some, what you would deem as a bad actor in the
14 office, to kind of be in charge or let, kind of, run the ship and, kind of, punish
15 the hard working ones, which is why there was a decent exodus in the
16 middle of '14.
17 Jeffrey Brown: And you're talking about yourself, and Dan, and Matt?
18 Former Comm. Dir.: And, yeah, and Caldwell and Aryeh, and Garrett Archer.
19 Jeffrey Brown: Aryeh, who is that?
20 Former Comm. Dir.: A staffer that Oliver fired for no reason.
21 Jeffrey Brown: So, any other specific examples of mistreatment of staff before I move on
22 to the other issues you raised?
23 Former Comm. Dir.: I mean, I think... I mean, not mistreatment, but just talking to reporters
24 about either staff or the congressman. I think that's disrespect for the
25 person in the office that should be talking to reporters. So it was-
26 Jeffrey Brown: It was you.
27 Former Comm. Dir.: Yeah, but it was that way with every staffer. Like Paul [inaudible
28 (00:44:51) said he'd promised a member of Congress one thing and then

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Jeffrey Brown: Okay.

Former Comm. Dir.: So, I think I've given examples, so it's not general, so.

Jeffrey Brown: Okay. I'm not trying to put words in your mouth. I want to make sure you get an opportunity to explain to us any concerns that you have.

You said mistreatment of staff and then you also raised finances...issues with Schwab's finances. So, let me make sure I'm clear on what you're focused on...problematic MRA disbursements...

Former Comm. Dir.: Yeah, I mean, I think...

Jeffrey Brown: Office supplies I think you mentioned?

Former Comm. Dir.: Yeah, no, I think obviously, probably lots of...he's probably taken almost all of the money if not most of it, on the campaign side, or as David. That doesn't necessarily bother me as much as MRA money because that's taxpayer money and I'm very, very passionate about the fact that if you're going to pay staffers very little in order to save the taxpayer money so you write it back to the Treasury and get a nice press release out of it, that money shouldn't be going to one person who's getting all of it.

And, I was very, very stingy, like whenever I would travel for work, I almost paid everything out of pocket. Now, I know that's ridiculous. I probably should have gotten it reimbursed, but I was very paranoid about not being that person, so, kind of looking back and seeing how he really misused and abused the money in the office has been very troublesome and frustrating to me.

Jeffrey Brown: So, let's talk about the MRA use. Are you talking...this report here talks about the trip to Arizona during the Super Bowl weekend in 2015. Did you ever witness any other examples where, for example, Oliver's using MRA funds to travel to the district, but instead of doing official work, he's doing campaign and fundraising work...

Former Comm. Dir.: I wasn't, I don't know what he did on any of these trips, but I would be very, very surprised if he did a single moment of work-work. It would have only been probably campaign, but I don't know who paid for his trips. Again, he would just disappear and we wouldn't know where he'd
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1 go. He'd travel a lot. I was always suspicious that maybe there was
2 taxpayer money there too. I couldn't tell you.

3 Jeffrey Brown: So, it sounds like you've looked at MRA disbursements to the
4 representative or for the representative pretty closely. Aside from the
5 Arizona trip that's mentioned in this article, were there other things that
6 you were particularly focused on or concerned about that you saw?

7 Former Comm. Dir.: I mean, I think, it's been a while, but I think 2017, I remember going
8 through all the MRA filings and he was the single-hundredth, of all the
9 members of Congress, the most reimbursed back chief of staff, upwards of
10 like tens of thousands more than anybody else. I did that work on my own.
11 I figured it out, but yeah, that frustrates me.

12 You know how, if you know the Hill well, you know how office expenses
13 work. You usually take the card, and you go downstairs, and you buy it
14 out of the shop. So, to see a lot of office expenses being expensed back
15 every month, that's not typically how a traditional office works.

16 Jeffrey Brown: Anything else on MRA disbursements before I move on? Okay. You also
17 raised concern about FEC disbursements, and I think the thing you were
18 most focused on was disbursements that are made by campaigns or PACs
19 affiliated with the representative to either Oliver or Chartwell, his
20 company. You had mentioned those, so at least we discussed this. Is there
21 anything else in those FEC reports that raised red flags for you?

22 Former Comm. Dir.: Um, I'm trying to think back. I mean, I think what I used to do, and I've
23 since gotten a life, but I would google address a lot of the companies that
24 the campaign, the PAC and the campaign don't give out a lot of money.
25 So, when they were non-Chartwell, non-Schwab, not-the other female
26 staffer on the campaign. If they were not given to them, I would then note
27 who these people ... who these different entities were and I don't even
28 remember what the name of one was, but one of them didn't seem to exist.
29 I looked at google address and it was like the middle of like, not even
30 Maricopa county, but I don't know I didn't trace it down far enough, but
31 like it wouldn't surprise me if the other payments made by the campaign to
32 entities were actually not actually for a campaign. It wouldn't surprise me.
33 But I never ... I mean, that was all just, that's never been proven. I never
34 figured it out.

35 Jeffrey Brown: So, aside from ... so there's ... it's fair to say it's sort of a general suspicion
36 about some of the other entities that were receiving campaign funds, but
37 never to the point that you'd figured out that -
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1 Former Comm. Dir.: Yeah, and then this was years after I left and, I mean, I would honestly not
2 put too much past him, so I figured it was probably bad. It was probably
3 not campaign.

4 Jeffrey Brown: Um, Ali, did you have anything else before we wrapped up “Former
5 Communications Director”?

6 Ali Bazzi: Um, one thing earlier, you had mentioned that Oliver Schwab treated
7 those that were friends with his wife, Ana, fairly well compared to those
8 that he viewed as competent, he viewed them as a threat. Could you
9 clarify what you meant by treating them well if they were friends with
10 Ana, any specific examples?

11 Former Comm. Dir.: I think just payment, stuff, allowing going on Staff-Dels, or payment,
12 excuse me, salary.

13 Ali Bazzi: Okay.

14 Jeffrey Brown: Kelly, do you have anything else?

15 Kelly Brewington: I do not.

16 Jeffrey Brown: Okay.

17 Kelly Brewington: I don't.

18 Jeffrey Brown: Anything else before we wrap up, “Former Communications Director”?

19 Former Comm. Dir.: No. I mean, if you have further questions, please let me know. I'd rather
20 you ask me than assume that it's just a general distaste of somebody-

21 Jeffrey Brown: Okay. Well, I didn't mean to misstate what you said there, but I felt like
22 we had... you had on several occasions made comments that were very
23 indicative of a distaste, and I appreciate -

24 Former Comm. Dir.: Yeah, and it's because of activity, it wasn't because of a personality thing.
25 It was because of-

26 Jeffrey Brown: Well, I... what I wanted to say was I appreciated you providing us a little
27 bit more detail on that, so if there are other examples of specific issues that
28 you recall, I'd be happy to hear those. I think part of what I'm also hearing
29 too is that you felt like when you were in the office, and Matt was in the
30 office, and Dan was in the office, and Canise you said, there was a bit
31 more of a check and balance on Oliver and part of your concern-

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Former Comm. Dir.: Yeah, because-

Jeffrey Brown: ...that check and balance system isn't there right now.

Former Comm. Dir.: Yeah, I mean we all left.

Jeffrey Brown: Or hasn't been since 2014.

Former Comm. Dir.: Possibly. I think that's kind of where you can see too, that uptick of money. Yeah, I mean, I'm sorry I don't have the emails in front ... I don't have my emails anymore. I just know that, Oliver would go out of his way to not say nice things about former colleagues and to ... even to reporters to such and I think there's kind of a general consensus amongst a lot of his staff that worked for him, not just in his office, but former, like financial services staff, he used to be on that committee, and a lot of lobbyists. Like there's just a very ... former members of Congress, even Oliver is just a name that they know to always avoid, so it's not a minor. "Okay, here's a couple disgruntled former staffers." It's a very widespread problem that's been a problem for a very long time and it's not been something that's been quiet.

Jeffrey Brown: I want to ask you one more question. You said earlier, this isn't because I've got an ax to grind. You're sort of, I think, following up on that a little bit right there. Can you elaborate on what you meant by that? You said this isn't me coming here with an ax to grind.

Former Comm. Dir.: Yeah, you saying that I'm coming here with a general distaste of somebody. That's me saying that I don't think he treats people well, and it's not because I didn't ... I don't like his personality, or I don't like him as a person, it's that there's just been an abuse of things and people in the past eight years, and their very widespread.

Jeffrey Brown: Aside from the things that we've talked about already, is there any other more specific instance of mistreatment that you felt like Oliver had engaged in relative to you?

Former Comm. Dir.: Oh, I mean, I knew he talked ... when I left his office to go work for Matt Bevins, he threw me understand the bus to a couple reporters and some stories were written about me leaving the office.

Jeffrey Brown: I don't have anything else. I want to thank you for-
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1 Ali Bazzi: Oh, sorry. One more question. So, you had mentioned with the FEC
disbursements, there were certain entities that you said that you were
looking into that might-

4 Former Comm. Dir.: I just googled them, yeah.

5 Ali Bazzi: Yeah, they might ... were there any ... other than entities, and like
companies, or businesses, were there any individual disbursements to
individual people that might have-

8 Former Comm. Dir.: I haven't. I don't remember. I mean, I haven't seen it. It's been a while
since I last looked at FEC. It wouldn't surprise me. I'm sure there's a
couple of other people that got paid money from the office that weren't
working for the office.

12 Ali Bazzi: You just don't ... you don't know any names or anything?

13 Former Comm. Dir.: I mean, I've heard Brett Mecum got a lot of money from the Schieckert
office, but I don't know if that was campaign or official. I didn't see any of
it firsthand. I just heard from somebody.

16 Jeffrey Brown: And who's Brett Mecum?

17 Former Comm. Dir.: I don't know what he does now. He was a former GOP Chairman of
Arizona and a good friend of Oliver and he would be where ... he would ...
I don't know what he and Oliver did, but Oliver stayed with him and paid
him rent, which I assumed was from MRA to live in Arizona sometimes.

21 Ali Bazzi: And you mentioned you had heard it from who?

22 Former Comm. Dir.: I don't even remember who. It was probably pretty widespread.

23 Ali Bazzi: Okay. Other than Brett Mecum?

24 Former Comm. Dir.: Any other names? Mm (neutral) No. I mean, not that I can think of

25 Jeffrey Brown: I missed what you said there. Sorry, you said something about Oliver
paying Brett to live-

27 Former Comm. Dir.: So, Oliver would go back to the district, like all the time, and I think
instead of sometimes staying at hotels, sometimes he would stay at very,
very nice hotels, sometimes he would also just stay with Brett and he paid
Brett rent and I assumed that was from campaign or MRA money.
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Jeffrey Brown: In other words, Oliver is taking MRA funds and, instead of applying that to a hotel, he's getting reimbursed and-

Former Comm. Dir.: I don't know that for a fact. I just assumed that was what was happening just based on what I'd heard.

Jeffrey Brown: From who?

Former Comm. Dir.: Probably other people. I don't know. Other people in the office, people in Arizona, Brett, I don't know. I don't know. Brett was always around, so.

Jeffrey Brown: And did Brett, was he ever an employee of the-

Former Comm. Dir.: No, no, no. He's only ever been like a political operative in Arizona.

Jeffrey Brown: How are he and Oliver friends?

Former Comm. Dir.: I don't know. They probably just met through Arizona politics.

Jeffrey Brown: All right. Well, thank you for coming in. Thank you for your time. I think we managed to keep this under an hour for you.

Former Comm. Dir.: Great. Well, thank you.

Kelly Brevington: Thank you.

Former Comm. Dir.: Yes.
### ERRATA SHEET

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This errata sheet is submitted subject to 18 U.S.C. § 1001 (commonly known as the False Statements Act).

Witness Name: [Redacted]
Witness Signature: [Redacted]
Date: 7/12/18

COE.SCHWEIKERT.004985
Transcript of Interview of "Former District Staffer"
June 29, 2018
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Jeffrey Brown: All right, this is Jeff Brown with the Office of Congressional Ethics. With me is my colleague, Omar Ashmawy, and our law clerk, Ali Bazzai. Before us, we have “Former District Staffer”. It is Friday, June 29th, just before 11:00 a.m. “Former District Staffer” has been given a copy of the false statements warning and signed the acknowledgement form. And with that, we will get started. It’s alright if I call you “Former District Staffer”?

Former District Staffer: Yes.

Jeffrey Brown: “Former District Staffer”, where do you currently work?

Former District Staffer: I am the Executive Director for an organization called Concerned Veterans for America.

Jeffrey Brown: And can you tell us a little bit about what the organization does?

Former District Staffer: We are a veteran’s advocacy organization. We advocate for policies that we feel will improve the lives of veterans and all Americans. We’ve been very active, for example, on reforming and fixing the Department of Veterans Affairs. We are a 501(c)(4), so we do advocacy. We have a sister organization called Concerned Veterans for America Foundation that is a 501(c)(3). It’s a separate entity, but I work with them as well, too. That is an educational organization.

Jeffrey Brown: Does Concerned Veterans for America, do they have a connection to Americans for Prosperity?

Former District Staffer: Yes. We are part of the wider, what they call, the Seminar Network, also known as the Koch Network.

Jeffrey Brown: When I called the office, the individual who picked up...

Former District Staffer: Yes.

Jeffrey Brown: ... yeah, okay. So prior to ... You are currently the Executive Director?

Former District Staffer: Yes.

Jeffrey Brown: Did you have a role at Concerned Veterans for America that was something aside from Executive Director?
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Former District Staffer: I’ve had several roles there. I’ve been Issue Campaign Manager, and then Policy Director. The titles changed but in effect, aside from being Executive Director, I was managing large parts of the policy portfolio for the organization. Also managing communications team, and I also served for a brief time as a grassroots organizer. So I’ve done a lot in the organization, from our grassroots and comms and policy, and now the Executive Director the last six, about seven, eight months now.

Jeffrey Brown: And prior to joining on with Concerned Veterans for America, where you employed by Representative Schweikert?

Former District Staffer: I was, yes.

Jeffrey Brown: And in what capacities?

Former District Staffer: I originally, I was not paid but I started as an intern. And then from there, I served as a constituent caseworker, Deputy District Director, and left as Deputy Chief of Staff.

Jeffrey Brown: What timeframes are we talking about here, roughly?

Former District Staffer: Summer of 2011 to summer ... late summer, fall of 2013.

Jeffrey Brown: And you said, sorry, summer of 2011?

Former District Staffer: Yes.

Jeffrey Brown: How’d you first connect with the Schweikert office?

Former District Staffer: They were my representative in Congress at the time. I actually had volunteered a little bit on the 2010 campaign. I was aware of David. We’d kind of grown up ... obviously, he’s much older than I am, but we’d kind of grown up in the same area. Ideologically, we were very aligned. When I left the Marine Corps, I was going to school on the G.I. Bill and my wife encouraged me to get an internship, so I applied for an internship with Congressman Schweikert’s office, and I got it; and actually within a couple of months, they offered me a position.

Jeffrey Brown: And that’s summer 2011 that that internship occurred?

Former District Staffer: Yes, yeah.
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1 Jeffrey Brown: Did you have a role on the campaign as well?

2 Former District Staffer: In 2012, I took a leave of absence from end of May to end of August to serve as the Campaign Manager.

3 Jeffrey Brown: And that was your title, Campaign Manager?

4 Former District Staffer: Yes. I also from that point, I also in after hours and off work hours did attend political events and handle campaign matters for the Congressman. I was not, in the traditional sense of the word, I didn't have many of the responsibilities of a traditional Campaign Manager. Basically, my job was kind of more of an operations manager as how I'd describe it.

5 Jeffrey Brown: I might come back to some of that in a minute or two. You said you took a leave of absence in May through August of 2012.

6 Former District Staffer: End of May, around Memorial Day of 2012.

7 Jeffrey Brown: Did you have involvement with the ... I guess I'll ask two questions here. Did you have involvement with the campaign prior to May 2012?

8 Former District Staffer: No. I would, I think, not an official role. I think I maybe attended one or two political events, but I didn't have any operational role in the campaign prior to that.


10 Former District Staffer: Mm-hmm (affirmative)

11 Jeffrey Brown: Are you volunteering your time either before or after work prior to May 2012?

12 Former District Staffer: If I did, it was attending one or two events, and it wasn't even as ... It was purely as an attendee. I don't recall having any operational role in it, in that. I was actually very surprised when they asked me to do it. It was really out of left field for me.

13 Jeffrey Brown: But you said you have volunteered on the 2010 campaign?

14 Former District Staffer: Yes, and I was not doing any ... I'd come in once a week and make phone calls. I talked to David once or twice. I talked to Oliver
Schwab, who was Campaign Manager at the time. That some of this was a very high level race, had so many volunteers in there, and I was maybe in there once or twice a week, if that.

Jeffrey Brown: You said Oliver Schwab was the Campaign Manager? You're talking about the 2010 race.

Former District Staffer: Yes.

Jeffrey Brown: Well let me ask you this. What's your current relationship with Representative Schweikert?

Former District Staffer: We talk every once in a while. I do lobby his office from time to time to support veteran legislation. Actually, I don't officially do the lobbying. I have a government affairs rep who does it, but we are in touch with his office and encouraging him to support bills. David has come to CVA events in the past. It is generally a good one. Since he's not on a lot of the relevant committees we deal with, particularly House Armed Services or Veterans Affairs, we aren't in frequent contact. But I would say usually touch base about once or twice a quarter, sometimes less.

Jeffrey Brown: And is that you're giving him a call or he's coming to an event, or you're stopping by the office? How are you generally keeping in touch with Representative Schweikert?

Former District Staffer: Just, I will give him a call directly, and I also will touch base with the office through the scheduler, whose name at the time eludes me, and Katherine, if she's still there, Legislative Director. Since I've taken over as Executive Director, I pushed a lot of that down to our government affairs rep and to our policy director.

Jeffrey Brown: We've mentioned Oliver Schwab. Who is Oliver Schwab to you?

Former District Staffer: When I first met Oliver in 2010, he was a Campaign Manager. And when I was first hired as both an intern and then as a full-time staffer in 2011, he was the Chief of Staff.

Jeffrey Brown: Do you and Oliver keep in touch?

Former District Staffer: Not frequently. I actually have not talked to Oliver in probably close to a year. I connect normally directly with David or the legislative director. I believe the last time I talked to Oliver was a
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1 stop-in in his office the early fall, late summer of 2017 maybe, if
2 that. It has been a long time.
3 Jeffrey Brown: You haven't connected with Oliver since November 2017?
4 Former District Staffer: Probably prior, even before that.
5 Jeffrey Brown: Before that, okay.
6 Former District Staffer: It's been awhile.
7 Jeffrey Brown: Can you talk to me a little about Representative Schweikert's
8 relationship with Oliver to the extent that you witnessed that?
9 Former District Staffer: David depended a lot on Oliver. He leaned on Oliver for a lot of
10 things, put a lot of trust in Oliver. Oliver was the staffer that he
11 was probably closest to, which is not surprising considering his
12 role as Campaign Manager and Chief of Staff.
13 Jeffrey Brown: Do you know how Oliver and Representative Schweikert first
14 connected?
15 Former District Staffer: Yes. David's general consultant, a gentleman by the name of Chris
16 Baker, was also a consultant for a group called Club for Growth, and he knew
17 Oliver when Oliver was a junior staffer at Club for
18 Growth. What I have been told by Oliver was that Oliver was kind
19 of looking to do something different. He'd been at the Club for
20 Growth for a while. Club for Growth had supported David, so he
21 kind of was aware of David from 2008. This is Schweikert, he
22 doesn't like to be called Congressman, so if I say David, I'm
23 referring to the Congressman.
24 So David was supported by the Club in 2008, and so Chris needed
25 a campaign manager, he knew that Oliver was looking to do
26 different things and brought Oliver out to Arizona I believe -- this
27 was, again, I don't have direct knowledge, this is what I've been
28 told second, third hand -- in the beginning of 2010. And Oliver, I
29 think actually for a period of time when he first came out here,
30 lived in David's house and then lived in one of his rental properties
31 while he was managing the campaign.
32 Jeffrey Brown: Subsequently, Oliver becomes Chief of Staff ...  
33 Former District Staffer: Mm-hmm (affirmative)
Jeffrey Brown: ... when the, I guess, when Representative Schweiker's sworn in in 2011.

Former District Staffer: Yes.

Jeffrey Brown: Rachel Semmel. Do you, who's Rachel Semmel?

Former District Staffer: Rachel Semmel was Communications Director at the time when I first was hired.

Jeffrey Brown: In the official office?

Former District Staffer: Yes.

Jeffrey Brown: Did she have any role in the campaign?

Former District Staffer: Not directly. When we would communicate though, because we'd often get campaign inquiries into the official office and she would forward them over to me and Chris Baker, who was a general consultant. But she was not officially part of the campaign, but just the nature of how it was playing out, there would be campaign inquiries that would go to her. I don't remember if she ever took an official leave of absence or anything to work on the campaign. She might have. Again, I don't recall specifically. She might have been part of a group of staffers that, end of August, 2012 where she took a leave of absence, which is fairly common, and came and helped out the campaign, but never in an official capacity.

Jeffrey Brown: Do you know when and why she left the Representative's office?

Former District Staffer: She left voluntarily. She left to go work for Matt Bevin, and I think that she was just looking to do other things. She left around the same time I did, along with other group of staffers within this same month. I think that we all kind of reached a point where David, we kind of had thought that David was going to go in a certain direction. I'm not talking ideologically, I'm talking more in terms of where his career was going to go, and he wasn't going to go that way. And so I think we all made a decision it was time to move on to bigger and better things.

Jeffrey Brown: What do you mean the direction that his career was going to go?

Former District Staffer: Like run for another office?

Jeffrey Brown: Yes, yeah.
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Jeffrey Brown: Senate?

Former District Staffer: That was kind of the assumption, that he would run for Senate in 2016.

Jeffrey Brown: Let me ask you to follow up on that. Can you talk to me a little bit about why you left the office, but a little bit more about why you left the office?

Former District Staffer: I left the office. I resigned, just, the last few months I was there. I was kind of not happy. I was promoted to Deputy Chief of Staff. I think that some other staffers resented that, so I had some tension with some other staff. I was not particularly happy with kind of the direction of where the office was going at the time. So after talking to Oliver and Ernestina, who was our Constituent Service Director out there, who I worked closely with and I originally reported to, made the decision to resign.

Jeffrey Brown: Why were you unhappy? What was going on?

Former District Staffer: It wasn’t... it just was kind of the... It really kind of goes back to what I said earlier, is that we kind of thought that David was going to be going in a direction that he didn’t ultimately want to go in, and that was setting himself up for a Senate run. The first two years, with his first term it was pedal-to-the-metal, constant media focus – and when I say media focus, getting in front of the camera, a lot of events, big focus on constituent services – and then building out a reputation as a solid conservative policy thinker, which he is and still is, and that was to potentially run for Senate.

If it became clear that by 2013, that David was very happy in the House, and that he wanted to kind of stay there and turn the volume when I say turn the volume down, and slow down a bit. In retrospect, I think that he was a little worn out. He’d run in two tough races, three -- 2008, 2010, and a very difficult race in 2012, very brutal -- and I think that he wanted to slow down, take a breath, and he had a very highly talented office. We had a lot of people that were very talented, and that’s a lot of Type-A, high caliber people to have in a small office, and he didn’t really need all of us. And so I think a lot of us kind of looked around, and there were some opportunities, and we made a decision to leave. And I think in retrospect it was the right one for all of us, and I have tremendous respect and admiration for David for what he allowed me to do and what he did for me at that time.
Jeffrey Brown: Who else, you keep saying 'we', who else is a part of this group?

Former District Staffer: Garrett Archer, who works now for the Arizona Secretary of State,
and he went to work for the Arizona Attorney General. He was
another staffer that took a leave of absence with me to go to the
campaign. He was kind of like my deputy. Rachel, and then Matt
Tully who left, who was the Chief of Staff when Oliver left in, I
forget the exact month, in 2012 to run the super PAC. And Tully
remained Chief of Staff for about a year after that, and he became a
lobbyist.

Jeffrey Brown: Rachel. What sort of relationship did she have with Oliver?

Former District Staffer: They had a very good one the first couple years. Towards the end
of Rachel's time there, I think it kind of fell apart. But I was mostly
in the Arizona office and I didn't directly witness a lot of that.

Jeffrey Brown: Why do you say it fell apart?

Former District Staffer: I think that Rachel, from what was told, that she felt that Oliver
wasn't being truthful with her and was not managing the office
well, in her mind. And she... I think the primary motivation,
though, for her was that she had an offer to do some campaign and
she wanted to build up her resume there, and that's I think the
primary reason why she left.

Jeffrey Brown: You said something about Oliver not being truthful. What were the
specifics on that?

Former District Staffer: I'll just be very candid. I think that Oliver... When Oliver came
back from running the super PAC, I think a lot of us kind of
noticed he was a different person. And I think that Rachel
especially having dealt with him just didn't feel like he was being
honest and trustworthy and straightforward.

Jeffrey Brown: What do you mean 'different person'?

Former District Staffer: Again, we really couldn't trust what he was telling us in a lot of
cases. I think a lot of us felt... I think that he was a lot more
interested in building his own kind of... I won't say network is the
right term, but kind of focusing a lot more on himself as opposed
to David and serving David. And it was frustrating I think for some
of the staffers, especially in D.C., to kind of see that dynamic, and
to see David so placing an inordinate amount of trust in Oliver.
And we felt that he was not being truthful about a lot of things, things happening in the office, and things like that.

Anything specific come to mind that he wasn’t being truthful on?

This has been five, six years in many cases. I will tell you that one consistent problem is that Oliver would go and meet with another office, usually with leadership, and they’d discuss something, and then he’d come back and he’d tell the leadership team in the office that this is what was discussed, and we’d find out after the fact it was like, no, that didn’t happen. That was happening with some constituent service stuff internally, and it just became an ongoing issue. He also wasn’t present a lot in the office in the last few months I was there. I’d hear from Rachel. I’d hear from Beau Brunson, who was legislative director at the time, that they didn’t know where Oliver was. He’d disappear for four or five hours. And just very odd behavior that wasn’t present those first two years.

To sum it all up, it became a different office in the middle of 2013, and it’s hard to put my finger, say exactly what happened. And part of it was driven by David wanting to focus kind of ... I think that he needed to devote more time to himself personally to improve his relationship. He had bought a new house and he wanted to focus more on that because he had been running hard for, by that point, close to six years, and he needed to take a break.

But I think that was only one part of it. And again, I was mostly 2,000, 3,000 miles away in Arizona, and I didn’t see the day-to-day interactions. I came out a few times, or I’d see David and Oliver back in Arizona, and I’d hear a lot about this second-hand. So I just want to emphasize that, that a lot of this stuff was secondhand in that case, but in my interactions with David and with Oliver in the middle of 2013, you could start to see a change.

Let me ask you a little bit more about that. So you were based out of the Arizona office?

Yes.

And who were you reporting to when you started and eventually-

When I eventually, when I left ... Or excuse me, when started, I reported to Ernestina Borquez-Smith, who was the Constituent Service Director, and I believe she’s still there. And then I also
Jeffrey Brown: As time goes on, who's reporting to you?

Former District Staffer: This is kind of one of the issues. There wasn't a clear org chart or chain of command. You had that in the first two years, but it became kind of muddled. Kevin Knight never really reported to me. I'll just be honest, my title of Deputy Chief of Staff in retrospect seems more honorific than anything. I think they needed that so that when I was representing the Congressman or they felt having that title carried weight, and I think that's mainly why they gave it.

Jeffrey Brown: How frequently was Oliver in the District office when you were there?

Former District Staffer: It all depended. He could be there as frequently as once or twice a month. When I first started, it was usually once every other month. And then, towards the end of our tenure, it became about once a month.

Jeffrey Brown: I guess I'm trying to get a sense for how closely you were working with Oliver, either over the phone, through email, or in the District office?

Former District Staffer: Very closely towards, especially my last eight, nine months. I was frequently in touch with him usually once a day at least.

Jeffrey Brown: Let me ask you about other folks in the office. Is there anybody else either on Representative Schweikert's current staff or former staff that you keep in touch with?

Former District Staffer: It's really only Rachel Semmel, actually there was an intern for David who was way past my time. She wound up working for CVA and stays with them in Koch Network, but I didn't work with her. And David actually found out after the fact she worked with David, and she was hired by somebody else.

Jeffrey Brown: Who was that?

Former District Staffer: Her name is Kara Blaxter. She was, again, an intern I think 2015, and I never knew her working or her capacity for David. I'm trying to think… I touch in with Ernestina once in a while.
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1 Jeffrey Brown: How about Beau Brunson?

2 Former District Staffer: I have not talked to Beau since I ran into him on the Hill three or
3 four years ... it's been years since I've talked to him. Ryan White I
touch in with every once in a while, but it's been probably six,
5 seven months since I've talked to him.

6 Jeffrey Brown: Do you remember the last time you talked to him?

7 Former District Staffer: Again, it was awhile. It's not any time recently.

8 Jeffrey Brown: Prior ... was it prior to probably November, 2017?

9 Former District Staffer: Yes, yeah.

10 Jeffrey Brown: How about, you said Kat. Do you keep up with Kat at all?

11 Former District Staffer: I will email with her every once in a while, but I haven't verbally
12 spoken to her since the middle of 2017. I don't recall speaking to
13 her verbally.

14 Jeffrey Brown: Has anybody reached out to you about the OCE's investigation?

15 Former District Staffer: No, no.

16 Jeffrey Brown: Have you spoken to anybody about coming in here for an
17 interview?

18 Former District Staffer: No. Well, let me back up. I did speak to my counsel at CVA about
19 coming in here.

20 Jeffrey Brown: Okay.

21 Former District Staffer: So I want to be clear, though, I haven't spoken to anybody in
22 Schweikert's operation about coming in here as of right now.

23 Jeffrey Brown: So nobody who's affiliated with the office or the campaign?

24 Former District Staffer: Nobody affiliated with David's office or campaign, to my
25 knowledge at this time. I don't think my counsel and my, just to
26 clarify, my immediate supervis- One of my people who manages
27 me as part of the Koch Network is working for David. I don't have
28 any knowledge of that.
Jeffrey Brown: At some point in time, did you ever read an article published by the
Examiner that was titled-

Former District Staffer: Yes.

Jeffrey Brown: - A Lot of Cash is Flowing to David Schweikert’s Chief of Staff,
Oliver Schwab? So you have seen that?

Former District Staffer: I have read that, yes.

Jeffrey Brown: And this article, it’s November 2nd, 2017. Has anybody reached
out to you about this article?

Former District Staffer: I’ve had people, a lot of people ask me questions about the article
in Arizona, in my office, as saying "what’s the deal here? This is
crazy. Candidly, what is David thinking? What is Oliver
thinking?" There was a lot of shock to that. And when I saw that,
and when I started hearing about and seeing some of the things that
was happening with the MRA and with the campaign account,
candidly, a lot of people that I’d worked with in the campaign
capacity -- and when I say work with, like volunteers and reporters
and staff -- were kind of shocked because I have to tell you from
2011 to 2012, this stuff was not going on. It was a much more
frugal, spendthrift -- I think’s the right term -- operation. Our goal
was to return a significant amount of money back to the treasury so
we could say in a tough race that we’re giving money back.

When we were on the campaign, I mean we were incredibly cheap.
I worked out of an office with black mold. We used open source
operating systems so we didn’t have to pay for licenses. We refilled
printer cartridges. Every done was stretched to the limit, and to see
this and to see some of that was very shocking. And so I naturally
had a lot of people that I knew from Arizona or worked with or
worked around on the Hill that were like "what the heck is going
on here." And internally, too, within AFP and CVA since we
worked with David.

Jeffrey Brown: Have you talked to … have you spoken with anybody who was
either a current or former Representative Schweikert staffer about
this article?

Former District Staffer: I talked to Rachel about it.

Jeffrey Brown: Tell me about that conversation.
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Former District Staffer: We were both, we were both kind of surprised that it had gotten this bad, that that behavior which ... we'd seen some of the stuff on the FEC report, we'd seen some of the stuff on the MRA, and that it had gotten that bad and that somebody had kind to totaled it up and done that.

Jeffrey Brown: What you do mean when you say you saw stuff on the FEC website or the MRA?

Former District Staffer: Well I mean, as part of my job, I check in to see how much people are raising, what they're spending on. I don't want to say it's like a hobby of mine, but just in the world I work in, it's something you want to keep track of. So I check in to see how David's fundraising, and it was surprising to me that David started ... or the campaign, whoever was in charge of the account. The thing that when I was working on the campaign and I was working in the office, Joyce Schweikert, his wife, for most of the time, controlled all the campaign books. And she was very tight with the money.

There were a couple mistakes made in 2012, and they made a decision to move to Huckaby Davis Lisker. And from there, Joyce lost control over that account. And if I recall, I think it was first quarter, second quarter of 2013 where Huckaby Davis Lisker took it over.

Jeffrey Brown: And what are the mistakes that led to Huckaby Davis Lisker getting involved?

Former District Staffer: It's hard to remember specifics. I think it was how she coded some, she coded some disbursements as receipts. And just some honestly what I, this is just my opinion, felt were kind of minor things at the time.

Jeffrey Brown: So back to this article. You and Rachel discussed it. You said that you were both sort of surprised by this-.

Former District Staffer: I mean, when we say surprised that how had it'd gotten, candidly we were not surprised that this was going on.

Jeffrey Brown: Okay. Why wouldn't you be surprised this is-

Former District Staffer: Again, like I'd said, we'd seen some of this stuff on the FEC website and whatnot, and just that there was nobody in the room anymore with David that would be restraining this type of behavior
by Oliver. Previously, you had Matt Tully, you had Susan Marshall who was Deputy Chief of Staff for a while, and her role as Deputy Chief of Staff was much different than mine. I would consider her more like a COO of the office. And Joyce, Schweikert’s wife, was very, very careful with the campaign dollars; didn’t allow a lot of unnecessary spending and things like that. And she would have been questioning a lot of those expenditures.

So without people, without Matt, without candidly too, Rachel, who was very press-focused and saying, “Okay, this is all public info. This is going to blow up on you, Oliver, if you’re doing this, not to mention it’s just flat-out wrong,” it wasn’t … Without anybody kind of really overseeing Oliver, and David had trusted Oliver so much that it didn’t completely surprise us that it was happening. We were surprised how bad it got.

Jeffrey Brown: Had you … so this article, again we’re talking about this Examiner article from November 2nd, 2017, it talks about Oliver using MRA funds out to a trip to Arizona …

Former District Staffer: Mm-hmm (affirmative)

Jeffrey Brown: … Super Bowl weekend, 2015. Had you and/or Rachel seen instances in which Oliver was using MRA funds inappropriately?

Former District Staffer: While I was in the District, when I was working for Congressman Schweikert, I do not recall a specific time where I saw him directly using MRA funds in a way that was inappropriate, illegal, or anything like that.

Jeffrey Brown: There’s some discussion in here about office supplies, problematic office supply purchases. Did you see anything?

Former District Staffer: Candidly, I thought that was the strangest part, because when I worked in the office we had a Staples account, and then it was the … I forget the name, the House Office Supply. I didn’t understand why those expenditures were being made.

Jeffrey Brown: Did you or Rachel ever talk to any current staffers about this article?

Former District Staffer: I don’t recall speaking to anybody about this article.

Jeffrey Brown: Have you ever talked to Philip Wegmann?
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Former District Staffer: Now, I'm going to be clear here, as part of my job I speak to reporters. You can see that I've spoken a lot to the Examiner, but I'm not going to go into any specific conversations I have with reporters. It's protected. So I have spoken to... again, you can Google me. I speak to a lot of reporters, and I have spoken to reporters at the Washington Examiner, but beyond that, I'm not going to go any further on that.

Jeffrey Brown: Have you spoken to reporters at the Examiner about Representative Schweikert ever?

Former District Staffer: I have spoken about him in regards to his support of V.A. and other matters. But again, I'm not comfortable going into those because of the First Amendment, and my job in dealing with the press, that's kind of a sensitive area.

Jeffrey Brown: Well let me ask you... this article quotes a couple of sources. Do you know who any of those sources are?

Former District Staffer: I can guess, but I'm not going to speculate here. I want to be clear, this is actually an area going in this realm here, where I'm not comfortable discussing, because of First Amendment, because of the nature of the free press, that's an area where, that's a line I'm not going to cross.

Jeffrey Brown: Okay.

Former District Staffer: This is all... As you guys are all aware, I respect what you're doing. This is all public info and this has been sitting out there for a while.

Jeffrey Brown: Well let me ask... You said you hadn't talked to... I just want to make sure I've got this right. You hadn't talked to anybody, any current staffers about this article?

Former District Staffer: No.

Jeffrey Brown: Besides Rachel, anybody else? Any former staffers or anybody associated with the campaign?

Former District Staffer: I think that I mentioned it to Kara Blasier.

Jeffrey Brown: And that is the former-

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1 Former District Staffer: Intern.

2 Jeffrey Brown: Intern.

3 Former District Staffer: And I did, I think, just basically ask ... I don’t know what his current involvement, if any, with the campaign is. Chris Baker, former general consultant, he took a big step back in 2013. I don’t recall specifically what we said. I think it was more of a ‘what the hell’s going on, Chris’ type conversation. But we did, I think, speculate about why it came out now. But beyond that, I haven’t spoken to Oliver, I haven’t spoken to David about it. I haven’t spoken to Kat. Nobody that I’m aware of who’s a current staffer, I’ve spoken to about this, that I can recall right now.

12 Jeffrey Brown: Let me change directions a little bit. You and Oliver both leave the official Congressional office at some point ...

14 Former District Staffer: Yes.

15 Jeffrey Brown: ... in two thousand and-

16 Former District Staffer: 12.

17 Jeffrey Brown: 2012. You joined the campaign, he joins a Super PAC.

18 Former District Staffer: National Horizon, yeah.

19 Jeffrey Brown: Why do you ... I’ll ask you first. Why do you leave to join the campaign?

21 Former District Staffer: Oliver had left previous to me. There were some people that were put in charge of the campaign that were engaging in some behaviors that were hurting the campaign. You can go online and see it. They were booing Mitt Romney’s son at a Republican event. They sent a spy over to Congressman Quayle’s campaign, just really childish stuff. And David and Chris Baker needed somebody who was an adult, I guess, to supervise the campaign, and they asked me and Garrett to go over, to take a leave of absence from the office.

30 Jeffrey Brown: Both of you.

31 Former District Staffer: And we went over for approximately three months to do that and run the, manage the day-to-day operations of the campaign through
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1 to August. And when I say manage the campaign, my role was
2 very much keeping the trains running on time, making sure the
3 office is open, it's well stocked, volunteers were coming in, people
4 were making phone calls. I didn't have any real role in mail
5 development, television buys. I had no visibility on the campaign
6 bank accounts. I didn't have signing authority on the campaign at
7 that time. All I had was a campaign credit card, and Joyce
8 monitored that. Anytime I'd buy something, she'd get an alert on
9 her phone and usually would call me right away and ask me about
10 it. So my role as Campaign Manager was much different than, say,
11 my counterpart or opponent, however you want to call it, on the
12 Quayle campaign.

13 Jeffrey Brown: You mentioned National Horizon. Why does Oliver leave for
14 National Horizon as opposed to joining on the campaign?

15 Former District Staffer: I can't speak directly to why that decision was made. I can
16 speculate, again emphasis on speculation, that it was primarily
17 because that he could effectively manage that organization, and
18 that it was going to be an important organization in several key
19 races in Arizona. Beyond that, I was never told directly by David
20 or by Chris or Joyce this is specifically why we put Oliver over
21 there. And it wasn't, they didn't even have decision rights over who
22 went over there. It was, I want to be clear that why they were okay,
23 is a better way to say it. I want to be very clear on that because it
24 wasn't their organization. And Oliver went over there, and there
25 was a firewall between us and him on what he was doing over
26 there during that time.

27 Jeffrey Brown: Did you have any communications with Oliver during that time?

28 Former District Staffer: There were several times where he received a campaign inquiry
29 from a donor or somebody that he previously had contact with that
30 he would refer over to me. He did call couple times about a
31 lingering matter that he had not tied up as Chief of Staff, but he did
32 not discuss anything that National Horizon was doing in regards to
33 our race with me.

34 Jeffrey Brown: Did he discuss anything that National Horizon was doing with
35 anyone else on the campaign?

36 Former District Staffer: I can't, not to my knowledge. Again, if he was, I was not aware of
37 it.
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1 Jeffrey Brown: You said something about a firewall. What was the, tell me how'd the firewall get set up?

2 Former District Staffer: As you know, Super PACs, outside organizations can't coordinate with campaigns that they may or may not be supporting, and that's basically the FEC rule.

3 Jeffrey Brown: I'm curious, just more specifically with respect to Oliver and National Horizon and the Schweikert campaign, how did that get set up in the 2012 campaign?

4 Former District Staffer: All I was told was you can't talk or coordinate with Oliver.

5 Jeffrey Brown: Who told you that?

6 Former District Staffer: I believe both Chris Baker and David Schweikert told me that directly, and they were very clear about that.

7 Jeffrey Brown: Can I back up a step and ask you just how does National Horizon get formed?

8 Former District Staffer: I can't speak to any of that. I know that there was another consultant running it, a person who I had met at the time. I have no idea who-

9 Jeffrey Brown: Was that David Satterfield?

10 Former District Staffer: That was actually ... I've worked with David on other things. He was the campaign accountant. I have no idea who-

11 Jeffrey Brown: You don't know who else was working at National Horizon?

12 Former District Staffer: Believe that there was a gentleman who was a media consultant, Nelson Warfield. But beyond that, I don't know who else was working with them on that.

13 Jeffrey Brown: Do you know how Oliver got connected with anybody at National Horizon?

14 Former District Staffer: I can't speak to that. All those decisions were made before I was moved over to the campaign side. We were told on the official side when he did make that move to mitigate it about this is Oliver's new role, he's not with the official office anymore. He's not working on the campaign anymore and we need to go from there.

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Jeffrey Brown: I asked you this before but I want to make sure I have the timing down. So pre-May of 2012, you’re not really involved in the campaign in any... certainly not an official capacity, but...

Former District Staffer: Other than attending events, I do recall that prior to me taking over the campaign, my grandparents actually did host a fundraiser for David. But that was, again, my grandparents hosting it. I was not...

Jeffrey Brown: I would even hesitate to call myself a volunteer. I would attend these events in my own personal capacity after work hours, just kind of be there to observe, and that’s it.

Jeffrey Brown: And then as of late May, 2012, you officially joined the campaign?

Former District Staffer: Yes.

Jeffrey Brown: You were paid by the campaign?

Former District Staffer: Yes.

Jeffrey Brown: And who were you reporting to?

Former District Staffer: Well, David and then I worked with Chris Baker, the general consultant.

Jeffrey Brown: Who was reporting to you? You mentioned Garrett Archer.

Former District Staffer: Garrett Archer, and then some volunteers.

Jeffrey Brown: The individuals that you said had caused these problems, I think you mentioned a spy in the Quayle campaign and the booting to Mitt Romney, who was responsible for that? Who on the campaign?

Former District Staffer: Who...

Jeffrey Brown: I guess what I’m trying to get at is when you came onboard, the individuals who were responsible for those acts, were they still on the campaign at that time?

Former District Staffer: They were all terminated by that point if I recall. I think one or two of them who weren’t kind of directly involved, they hung around another week. But then within a week, they were all gone.

Jeffrey Brown: Who are those people?
Former District Staffer: I've been struggling to come up with their names. If you Google them, you'd find their names. It's hard to even recall specifically who they are. They were involved a lot in Ron Paul's operation.

That's all that I specifically remember.

Jeffrey Brown: You mentioned that for the campaign you were working out of a small office and I think you said it had mold problems. Where is that office located?

Former District Staffer: It's off SR, State Route 51 in Arizona. I think it was Cactus or Bell; forget the exact crossroads, but it's right off of 51. It was in a strip mall, a very run down strip mall.

Jeffrey Brown: You started talking about your duties on the campaign. Can you talk to me a little bit more about what you were in charge of?

Former District Staffer: I was in charge of running the phone banks, running the door-to-door operation, ensuring that thank you cards went out, ensuring that campaign meet-and-greets were properly set up, ensuring that David got to campaign events on time, that he was prepared and knowledgeable. The big thing was just the grassroots operations and the working with Garrett on that: phone banking, door-to-door, personalized mailers and things like that. Volunteers getting fed. Some of our contractors outside of the paid media and fundraising realm were paid on time as well.

Jeffrey Brown: So campaign finances. What's your involvement in campaign finances?

Former District Staffer: I had no signing rights. I had no visibility on how much money was in the bank account. Again, all I had was a credit card. Occasionally, somebody would come and drop off a donor check. I'd make sure it'd get to Joyce, and that was the extent of it.

Jeffrey Brown: So you didn't have access to campaign bank accounts?

Former District Staffer: No.

Jeffrey Brown: Do you know where the campaign had bank accounts?

Former District Staffer: I can't. Maybe one of the banks might have been Metro-something, but again, I can't recall specifically.

Jeffrey Brown: Metro Phoenix Bank?
Former District Staffer: That might have been one of the banks.

Jeffrey Brown: Do you know if Chase was the other one?

Former District Staffer: Maybe. Again, this was some seven years ago. I don’t recall.

Jeffrey Brown: It’s Joyce who’s managing the incoming donations and the outgoing expenditures?

Former District Staffer: So when I say ‘manages’, she wasn’t raising money specifically.

We would, if somebody came and dropped off a check, I would make sure it got to Joyce. Same thing with others who were helping to raise money.

Jeffrey Brown: But she’s also, she’s a signer on the bank account.

Former District Staffer: She was, yes. David and her I think were the only signers.

Jeffrey Brown: You don’t know if there was anybody else?

Former District Staffer: Again, not to my knowledge. There might have been … That was an area where it was very opaque to me.

Jeffrey Brown: Why was it opaque?

Former District Staffer: Well, I think that Joyce and David had put a lot of their personal money in there, and I think, not wrongly, they didn’t want money going out, they didn’t want people that … They didn’t want money going out that shouldn’t have been going out. They didn’t want people that could potentially misuse funds having access to it. And I think, too, on David’s part he didn’t want a situation where he has a staffer or somebody at this time that hadn’t worked a lot with him having access to that.

Jeffrey Brown: You mentioned that David had put in a lot of personal money. I’m wondering what you’re referring to.

Former District Staffer: The loans he made to the campaign.

Jeffrey Brown: So you volunteered in 2010, and were more formally about 2012. So prior to the 2012 campaign, Representative Schweikert had, I think, loaned the campaign over $300,000.

Former District Staffer: I think that’s right, yeah.
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1 Jeffrey Brown: What discussions did you have with either Representative Schweikert or Joyce about those funds?
2
3 Former District Staffer: I didn't have any real discussions. They made them without telling me. I found out, I believe, after the fact, saying I think it was ...
4 Again, I'm not 100 percent clear on this. It was either Chris, it might have been David telling me this, but I found out after the fact. They didn't tell me that they were going to make any loans.
5 There was I recall one loan made in the last weeks of the campaign, and David didn't tell me that he was going to do that beforehand.
6
7 Jeffrey Brown: So you're referring to loans that were made in 2011, 2012, with respect to the 2012 cycle.
8
9 Former District Staffer: That one loan I'm referring to, if I recall, was August, 2012 towards the last weeks of the campaigns, and I wasn't consulted beforehand.
10
11 Jeffrey Brown: You weren't consulted beforehand. How did you become aware of it?
12
13 Former District Staffer: Again, I'm not 100 percent on this. It was either David or Chris Baker told me that they'd made the loan and there's probably going to be a news story on it because we were in the cycle where within 48 hours, you had to make notifications. I forget the specific but it was going to come out very quickly because of reporting, and I was just given a heads up about it.
14
15 Jeffrey Brown: Was anybody else given a heads up?
16
17 Former District Staffer: I don't recall who else was.
18
19 Jeffrey Brown: What was the response to any of the media coverage?
20
21 Former District Staffer: It was very intense at that point. I don't recall anything specific. I think that somebody did, I think that some reporters tried to frame it as act of desperation; that David felt he was going to lose and that's why he did that.
22
23 Jeffrey Brown: Do you know what prompted the ... And so, I'm happy to show you this. I can also just tell you that there was $130,000 loan that was made on, it's August of ... August 22nd, 2012 there's $130,000 personal loan. Is that what you've been referring to?
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1 Former District Staffer: Yes.

2 Jeffrey Brown: Okay. What's the money spent on?

3 Former District Staffer: That, every dime of that went to TV and mail. It was a very intense part of the race. The opposing campaign during that time had its super PAC had gone up with a very large buy and we were getting outspent; we were really getting pounded. We did start to see some slippage in our polling, and David and I, again knowing this after the fact, I think David and Chris Baker and probably Joyce felt that they needed to spend that money to match the Quayle campaign and their super PAC supporting them more dollar for dollar. I think that was the impetus for that. But again, I wasn't involved in the initial discussion. I only found out that after the fact, and I'm honestly more speculating about the exact reason for that.

14 Jeffrey Brown: Do you know specifically where that $130,000 came from?

15 Former District Staffer: No idea.

16 Jeffrey Brown: Was it your understanding it was from Representative Schweikert's personal funds?

18 Former District Staffer: It's classified as personal loan. I have to assume it's from some personal account of his. What specific account, I'm not aware of.

20 Jeffrey Brown: So you don't know if it's ... Was there ever any discussion about liquidation of a retirement account or just pulling this from savings, or-

23 Former District Staffer: I might have heard an offhand remark about the retirement account, but again, I have no direct, specific knowledge of where it came from.

26 Jeffrey Brown: How about in your time on the campaign, did anyone ever talk about Representative Schweikert receiving a bank loan for campaign funds?

29 Former District Staffer: No, I don't recall hearing anything about a bank loan or a line of credit. But again, it could have been discussed but I don't recall hearing anything about that.

32 Jeffrey Brown: Do you have any insight into ... Well, let me back up and I'll ask you this. So David is a, Representative Schweikert, excuse me, is a
He's working for the state of Arizona. I believe that's up until 2007, at which time he resigns. And between 2007 and 2010, he's not employed by the state of Arizona anymore, was not an elected official. Do you know what he's doing during that period of time?

So when he resigned, he actually wasn't working for the state. He was working for Maricopa County; he was the county treasurer. And I believe after the 2008 campaign he restarted his real estate business, and he was buying up a lot of homes turning them to rental properties.

I guess what I'm trying to get at is what insight you had into the fact... Let me say this first. Before that August 22nd loan, do you recall there being a loan made to the campaign, a personal loan made to the campaign in December of 2011? I know you weren't on the campaign at that time.

The only knowledge I have on that is seeing it in an FEC report. Nobody mentioned to me at any point why it was made, where the funds came from. The only time I saw that specific one was on a FEC report.

Because we've got $230,000 worth of personal loans that's occurring in less than nine months, and I'm trying to get some insight.

That's actually, to be honest with you, for wealthy individuals running for Congress, it's not that at all uncommon.

Well let me ask you about that. You say Representative Schweikert's a "wealthy"... are you implying he's a wealthy individual?

I mean based on his publicly available financial, he's worth I think up to six, $10 million. I don't recall, but I think you could argue over what defines wealthy, but I think it's fair to call him a wealthier individual.

Did Oliver Schwab, did he ever loan Representative Schweikert or his campaign any amount of money?

I don't have any direct knowledge of him doing that.
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1  Jeffrey Brown: Aside from your direct knowledge, have you ever heard anybody personally or his campaign any amount of money?
2  
3  Former District Staffer: I think Oliver complained one time about having to buy something, it wasn't a big amount of money, for David and not getting reimbursed. But it was a... I don't remember the specifics but it was a very minor thing. And that's, again, all I can recall right now. That was kind of more, I think, venting out of frustration over something, but I didn't hear anything about it after that. I think it just was... I don't even have specifics on that.
4  
5  Jeffrey Brown: Do you remember what the thing was?
6  
7  Former District Staffer: I think it might have been like an airline ticket or something, something campaign related. I don't recall specifically, but it was a very minor thing in the scheme of things. That's not... I don't recall any conversations right now.
8  
9  Jeffrey Brown: Do you remember roughly what timeframe that conversation occurred?
10  
12  
13  Jeffrey Brown: Let me see if I can jog your memory a little bit. So we talked to some other individuals and they indicated, I'll just quote them, it says 'Oliver expressed on several occasions that he did things for the campaign and David owed him thousands of dollars that he had personally put out for different things.' Another staffer said, 'At one point I was told that he donated or loaned the campaign a relatively significant amount.' Another individual said, 'Oliver did occasionally complain that David owed him money. I do remember a couple of times where he brought up something in excess of $50,000.' Any of that help jog your memory?
14  
15  Former District Staffer: So I will say that Joyce and David, at times, it was difficult to get reimbursed, and you have to kind of track down Joyce and you have to track down David and repeatedly ask them. And that, I think, just goes back to their frugality and the spendthrift attitude they had during that time. And they were... they wanted to... Sometimes there's an issue where somebody hands you an invoice in the campaign and it's not what you agreed on or you're suspicious of it, and Joyce and David wanted more context on it. I think that during that time, and I experienced this a few times
myself on the campaign, things were not reimbursed in a timely
manner and Oliver might have been expressing that.

But I'd also say this, is that Oliver was prone to hyperbole, and that
$30,000 or whatever number was being thrown out there could
have just been as low as $300 or something like that. It could have
been a dinner that Oliver had to pick up that he wasn't reimbursed
for quickly. I found when dealing with Oliver, especially towards
the end of my time there, that there's usually some hyperbole
involved in that.

Jeffrey Brown: Have you talked to Representative Schweikert ever about concerns
that you had with Oliver's management style?

Former District Staffer: No.

Jeffrey Brown: Has he ever raised any issues with you?

Former District Staffer: No.

Jeffrey Brown: Individuals on the campaign, where are individuals on the
campaign performing their responsibilities? Everybody's in that
office that you-

Former District Staffer: Primarily. There were some volunteers working out of a north, far
north Scottsdale in Fountain Hills. They'd come into somebody's
living room and do some stuff, and occasionally David and Joyce
would drop in and have them do … There was one big project
called the Wife Letter. Large parts of that were produced outside of
the campaign office by these groups of volunteers in north
Scottsdale and then Fountain Hills.

Jeffrey Brown: What's the Wife Letter?

Former District Staffer: The Wife Letter was the bane of my existence the last month I was
on the campaign. It's this elaborate letter that is from Joyce to other
female voters about David. It's custom printed, it's cut in a nice
high-quality envelope. It's probably the only thing on the campaign
that David and Joyce weren't frugal about, and it was stamped.
Normally on a bulk mail piece, with postage and everything I think
you're spending 35, 33 cents, I forget the exact number. I get it
mixed up because I have a non-profit stamp now through my
group, but this was usually about $2.50 and it was a big project.

And large parts of that were done, managed primarily by Joyce
outside of the campaign office. But then parts would be brought in
and we'd help out with it.

Jeffrey Brown: How often would you have been around Oliver when he was
performing political activities or he was doing campaign related
activities?

Former District Staffer: During my last part of the time I was there, last seven, eight
months... Just let's say that post-August, when I went back to the
office, pretty frequently after hours. I started... attended more
fundraisers with him, campaign lunches, things on the weekends.
I'd travel with him and David to fundraisers. So pretty frequently
after that timeframe.

Jeffrey Brown: We've spoken to a couple of other staffers who have indicated that
Oliver would perform campaign or fundraising activities in
Representative Schweiker's congressional offices, so in the
District or official. I'm curious what sort of campaign or
fundraising activities you saw him perform, either at the Scottsdale
official congressional office, or the D.C. office?

Former District Staffer: Let me tell you, in the Scottsdale office with Ernestina there, for
the most part, as far as I can recall, she would not allow that. We
actually opened up an office outside the district office but nearby
so that we had a place where Oliver could go and do that, and so it
wasn't in the District office.

Jeffrey Brown: Was that office opened because of any issues with Oliver
performing work in the District office?

Former District Staffer: I think it was a desire to avoid political work, the temptation to do
political work in the District office.

Jeffrey Brown: Have you ever seen Oliver do any sort of political work in that
office? In the Scottsdale office?

Former District Staffer: If he was doing political calls, he'd go outside. And again, it might
have happened. What I normally remember him doing is stepping
outside and taking those calls.

Jeffrey Brown: How about writing or sending fundraising emails? Did you ever
see him do that in the office? The Scottsdale congressional office?
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Former District Staffer: I wasn't standing over his shoulder while he did it, but I can't, I don't have... There might have been a specific instance where he did it, but I don't recall seeing him specifically doing that stuff.

Jeffrey Brown: Did you learn of him doing it after the fact?

Former District Staffer: With a lot of these things, I've heard second and third-hand things that Oliver was doing this or that in the D.C. office. But again, I want to differentiate between me specifically seeing this and then staffers mentioning it, 'oh, Oliver's doing this or that' during that...

Omar Ashmawy: Which staffers have you heard from?

Former District Staffer: I heard some of it from Beau Brunson, from Rachel Matt Tully complained once or twice about Oliver kind of getting close to the line on that. But I know that there was an effort to ensure that, look, the NRCC which is just over here, has call booths and stuff. If you need to do that stuff, go and do it there.

Omar Ashmawy: Do you specifically recall the concerns that Matt raised to you?

Former District Staffer: There was just some general concerns from a lot of the D.C. staff about Oliver pushing the envelope and trying to push the line, and having to keep him in check on that. And that kind of goes back to the dynamic that I talked about earlier, is that it was a different...

Omar Ashmawy: You said that you specifically remember Matt Tully raising concerns to you. I'm just wondering if you remember the concerns that he raised.

Former District Staffer: Specifically about Oliver pushing the envelope in terms of wanting to do certain things in the office that could have been considered political, whether it's a specific situation with a specific outcome, I can't recall that. But I do remember Matt kind of just saying Oliver's trying to push the envelope, which is kind of part of his personality there.
Jeffrey Brown: How about Rachel? What's Rachel ... You said there were a couple of staffers who are second, secondhand telling you that they have concerns about Oliver. What's Rachel saying?

Former District Staffer: Rachel raised similar concerns about Oliver, again going back to what I said earlier about him being out of the office a lot, what was he doing. And then again, generally kind of pushing the envelope on things.

Jeffrey Brown: And the pushing the envelope relates to pushing the envelope on political activity in the congressional office?

Former District Staffer: That's right. That's just, wanting to do certain things. Not even ... using the term politically more on the political front in David's political career, wanting to do things there that aren't necessarily an ethics issue, so to say, but more of a 'this is where David's going' type thing. And Oliver generally is the type of individual who kind of bucked up against structure and rules and stuff. Like hey, this is how we handle this process.

Jeffrey Brown: One thing that I know that was frustrating was that Oliver would have a conversation with somebody about helping him with something, and David would be there and it'd either get back to Rachel or Matt, and sometimes they'd have concerns about can we really be doing this. And it just was frustrating to them because they felt it was, again, another example of Oliver pushing the envelope.

Jeffrey Brown: What do you remember ... You mentioned Beau, Rachel, and Matt raising concerns. Do you remember any specific concerns? Any of them ever say anything like I think Oliver's violated this rule or that rule?

Former District Staffer: I mean, it wasn't like they were reading from a rule book, saying you violated section so-and-so of House Ethics. It was just general, the general theme was that we're seeing Oliver less and less, he is not abiding by some of the processes that we had in place periodically, previously, and we were constantly having to reel him back in. And he was just prone to hyperbole, and a lot of the information that we're getting back from him just doesn't seem to be accurate.

Jeffrey Brown: When you said seeing him less and less, where is he?
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Former District Staffer: That was the key question. Nobody really knew. We assumed that
maybe he was at the NRCC in one of the call booths or something, but nobody really knew.

Omar Ashnawy: So I realize they weren't quoting from the rule book, but did they ever say to you, yeah Oliver really... I think what Oliver just did was wrong?

Former District Staffer: In the sense of I don't think he should have done this, yes. That was said, but it wasn't like a firm determination of this is an exact rule that he broke. Again, up until the end of 2012 we had Susan Marshall. Matt kept things under control as Chief of Staff. We had Rachel in the office saying we're going to get caught doing something dumb by the press if you go ahead and do this.

Omar Ashnawy: Did any of those... you use the term for pushing the envelope? Are you aware of any times, not personally aware, but did you learn from other people of any times where Oliver Schwab may have crossed the line, so to speak?

Former District Staffer: I hadn't learned anything specific from anybody recently. But looking at that MRA and looking at the FEC, I think it's very clear that he did go ahead and cross the line. And I don't understand why he made a lot of those disbursements or anything through the MRA. That, to my knowledge, was not occurring when I was there. And I actually went back and looked prior to coming to this meeting and I didn't see a lot of these expenses that you see now on the MRA.

Omar Ashnawy: Related. You mentioned that during one of these conversations, I think perhaps with Rachel, that she raised a concern that Oliver wanted to help somebody to do something for somebody, and the conversation was out in front of the member. Could you put that in a little bit more context?

Former District Staffer: So a lot of members, you get people coming up, and 'hey can you help me with this.' Like a big thing... We had a really great constituent service operation, so somebody from Idaho would run into Dave and it's like 'can you help me with this veterans issue.' And he's like, 'yeah, yeah, yeah, just talk to Oliver.' And then Oliver would come back to us with it and, again, we're not in that state or district, we really can't help. And it just kind of put us in awkward situations, and Oliver instead of doing what he probably should have done and said hey, let me refer you to Raul Labrador.
I forget the other person, Simpson or Smith or whoever is the other
Congressman from there. It's kind of like 'oh, we'll do this.' And I
don't think in most cases that was done out of malice or out of bad
intentions. It just was like, okay, we'll take a look at this type thing,
which is kind of a reflex for a lot of members and staff.

Omar Ashnawy: Did Oliver ever make those exceptions for campaign donors?

Former District Staffer: I mean I think that... Most of the campaign donors that I dealt with
didn't need the constituent services I worked on. I mean I think that
if a campaign donor, like a lobbyist or a PAC donor, obviously if
they had specific questions about legislation or things like that, it's
like every other office, they'd answer them. But specifically... I
don't have direct knowledge or I didn't see that.

Omar Ashnawy: Recognizing you don't have direct knowledge, have you heard, did
anyone complain to you or describe a time in which Oliver Schwab
linked constituent services to a campaign donation?

Former District Staffer: No. But that said, though, there was a problem of over promising
on constituent services, like saying we can wave a magic wand and
fix everything. And it kind of goes back to that hyperbole issue we
ran into. There was kind of a misconception about what our office
is actually capable of and what we could do.

So again, you'd get a veteran for example. I dealt primarily with
veterans issues. Say oh, you know, I'm having this issue with the
V.A., my claim, whatever. And they'd run to David or Oliver and
they'd say, 'oh, we got this great constituent service director,
Fernstina, and a guy, Dan, that can help you out with it, and they'll
fix it overnight,' and we couldn't do that. From what I've heard and
seen on the Hill, that's actually a fairly common problem.

Omar Ashnawy: While we're on this topic, have you heard of a company called
Firetrace?

Former District Staffer: Vaguely. I think I might have met a representative from them at
one point. I don't even remember... Are they a gun company? Is
that the gun company?

Omar Ashnawy: Just asking.
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1 Former District Staffer: No. It sounds familiar. I might have met with, as part of my job, met with them, but I don't recall anything specific about their, interactions with them.

4 Jeffrey Brown: Did you ever see or did you ever hear Oliver Schwab direct anybody, any Congressional employee to do campaign work or fundraising work?

7 Former District Staffer: I can't recall a specific instance. I mean, there would be times where we were after hours at an event and he'd ask for help, but it was never in his official capacity as Chief of Staff saying 'you shall do this'.

11 Jeffrey Brown: Did you ever see any official Congressional staffers asked to prepare any policy-related research or talking points for what would ultimately be a fundraising event? So did Oliver ever ask anybody in the Congressional office, 'I need talking points on this, I need talking points on that', and it was a fundraiser later that-

16 Former District Staffer: I don't recall. Again, that might have been something more with the D.C. crowd. It's in the realm of possibility that he might have asked Beau to do that or somebody. I never saw it, but let me just say this about David. David's not a talking points guy. I've never given him a set of talking points or read anything... he just absorbs it and spits it back out. He doesn't like to read off Teleprompters. He doesn't like to read off prepared notes. I don't recall actually ever being at a fundraising event... in my world... The fundraising environment here is different where that occurred.

25 Jeffrey Brown: Okay. You said you hadn't seen Oliver do that. Had you ever heard that Oliver was asking Congressional staffers to do campaign work?

28 Former District Staffer: I can't recall a time where he asked a staffer over here to do something like you've just described.

30 Omar Ashmawy: Have you heard anyone, has anyone told you that it's happened? Have you heard of that?

32 Former District Staffer: No, not that I can recall. Most of the general complaints, again, were about Oliver's absence, the hyperbole, the truthfulness; we couldn't kind of trust where he was coming from. Oliver did complain to me about the lack of reimbursement and just kind of the general management of the office which I touched on earlier...
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1 on, with kind of the lack of clear structure, chain of command
2 towards the end of my time there.
3 Jeffrey Brown: Can you talk a little bit more about Oliver's absences, and from
4 what you're hearing. How frequently is he gone?
5 Former District Staffer: So about every day towards the end, I was hearing from Rachel
6 and from Beau he was out four or five hours. And I never got a
7 firm answer where exactly he was. And I left the office after that,
8 when that really started to occur.
9 Jeffrey Brown: It sounds like Oliver's sort of the impetus for a fair bit of concern
10 among staff-
11 Former District Staffer: I think that is ... Towards the end of my time there, it definitely
12 was. I can't emphasize enough, and you're probably tired of me
13 saying this, it was a different office from 2011 to the beginning of
14 2013. Night and day to what I think exists, that allowed some of
15 these things that we're discussing here to happen.
16 Jeffrey Brown: Is there anything that we haven't talked about today that you
17 thought we probably would have touched on?
18 Former District Staffer: I would say that David liked to stay above the day-to-day
19 operations of his office. He didn't want to get down in the weeds
20 on a lot of things, a lot of how things were produced and things
21 like that. As long as it didn't blow back and touch him directly, he
22 was really a hands-off member in terms of day-to-day operations.
23 And he really empowered and leaned on people like Oliver, and
24 Tully when he was Chief of Staff, to do a lot of stuff.
25 Jeffrey Brown: If you were in our shoes, is there anything that we should have
26 asked you about that we haven't so far?
27 Former District Staffer: I would look at the leadership PAC.
28 Jeffrey Brown: What do you mean by that?
29 Former District Staffer: Why that was created.
30 Jeffrey Brown: And what leadership PAC are you talking about?
31 Former District Staffer: Team Dave PAC.
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1 Jeffrey Brown: And why that was created? Why do you say we should look at that?

3 Former District Staffer: It was created by Oliver. It was not run by Joyce. It was the first campaign entity that really wasn't run by Joyce. And it was expressed to me that part of the reason it was created by Oliver was because he could raise money into that and, in effect, have a campaign account entity outside the control of Joyce. It was a way to circumvent Joyce and David.

9 Jeffrey Brown: And who'd you hear this from?

10 Former District Staffer: I heard that, in effect, straight from Oliver.

11 Jeffrey Brown: Do you have any ... You had indicated earlier that you'll sort of monitor FEC filings. Is there anything specific that you've looked at with respect to the Team Dave PAC that raises concerns?

14 Former District Staffer: Kind of following the pattern of beginning of 2013, prior to the first cycle it actually existed, it actually operated like a leadership PAC should. But just like with the campaign account, the victory committee that was set up, and then the main campaign account, when it moved over to Huckabee Davis Lisker that's when you started to see the disbursements to Oliver, or shortly after that and within the first four or five months from when everything was moved over to them. I believe that's the name of the firm. It's a big one. The other thing, too, is what did ... At any point, did they get rid of the accountant we used to have? I had heard that they had stopped using an accountant in the official office.

25 Jeffrey Brown: When you say "accountant in the official office," you're referring to a financial administrator?

27 Former District Staffer: Yeah, we had a shared employee between a number of different offices.

29 Jeffrey Brown: Do you remember the name?

30 Former District Staffer: It was ... I just recall it was a female, and she worked for a number of offices.

32 Jeffrey Brown: And that was when you were still in the Congressional office? Or are you talking about an employee that was in the office subsequent to your time?

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Former District Staffer: I believe that she was either hired after Susan Marshall left or before. I don't recall, but there used to be a shared employee between a number of offices that managed the day-to-day books.

Jeffrey Brown: Does Mary O'Connor ring a bell?

Former District Staffer: Mary O'Connor?

Jeffrey Brown: Yeah.

Former District Staffer: I don't recall if that was her.

Jeffrey Brown: So your concerns with the Team Dave PAC really revolved around disbursements from Team Dave PAC to Oliver Schwab?

Former District Staffer: And others. I just... that was, in retrospect that was kind of the first attempt to kind of circumvent some of these controls that had been put in place. Ironically, the move to Hackabay Davis Lisker was done because of some accounting errors that were made by Joyce that I felt were minor and that happen with every campaign. And when I say accounting errors, I'm referring to the FEC report, things like that.

Jeffrey Brown: You said disbursements to Oliver and 'others' who were concerns. What are the 'others' that you're referring to? Who are the 'others' that you're referring to?

Former District Staffer: I would just take a look at who... why some of these disbursements were being made. The goal of the leadership PAC is to support other candidates that are aligned. Was it actually being used for that process; were disbursements being made to friends of Oliver, to people like that?

Jeffrey Brown: Do you know who else besides Oliver was involved in either setting up or running or controlling Team Dave PAC?

Former District Staffer: Other than Oliver, I can't recall anybody else.

Jeffrey Brown: Omar, do you have anything else?

Omar Ashmawy: Other than the leadership PAC, anything else? That if you were us, knowing everything you know, if you were us is there anything that we haven't asked you that you think we would want to know?
Former District Staffer: This is more a personal thing, but I just ... I don't understand why this was ... why a lot of these disbursements and these consulting fees are all of a sudden just being made. Oliver comes from a wealthier family. That might have been, again, not entirely truthful to me. But why this started to occur, why in the first term these consulting fees and whatnot ... Obviously there were tighter controls, but why all of a sudden these disbursements just started being made. And I just can't understand completely what led to that starting to happen. And what I mean by that is why Oliver started to take these disbursements.

Omar Ashmawy: What do you know about Oliver's personal financial situation?

Former District Staffer: I don't have specifics. Again, I haven't seen a financial disclosure. I was told that, by him, that he came from a wealthier family, had a trust fund. He seemed to be financially comfortable when I first started working with him, and obviously he has Chief of Staff and senior advisor for that brief period when Tully was Chief of Staff, he was making above six figures. And I know that in some parts of this town and whatnot, having moved out here myself with a family, that that is not exactly a income where he can live lavishly on, but still to me it just seemed, it seemed like it should be enough. But I don't ... I knew he was from a wealthier family, went to private schools, things like that. But I don't know if that's 100 percent true now.

Jeffrey Brown: Again, if you were us, who else would you speak to? What other individuals would you reach out to?

Former District Staffer: I think that it needs to be the employees that have been there in the past three, four years. That's who would see stuff directly. I don't have a relationship with a lot of those. Kelly Roberson is one person, just off the top of my head, that I would talk to. She was very close to Oliver. She would spend a lot of time with Oliver and I think did a lot of office administrative things, and probably had more visibility on a lot of the things we're discussing who could provide more clarity than I could.

Jeffrey Brown: Have you heard -- and again, I appreciate this would be secondhand -- but have you heard that Oliver has been discussing the OCE's investigation with any current or former staffers in Representative Schweikert's office?
Subject to the Nondisclosure Provisions of H. Res. 895 of the 110th Congress as Amended

1. Former District Staffer: Not to my knowledge. I just want to be clear, from my end I haven't spoken to anybody currently working for Congressman Schweiker's Congressional staff about this, about this interview here. I've mentioned the Washington Examiner articles and about what the heck's going on here to somebody who may be working for the campaign, but I haven't mentioned I've been interviewed here today, I haven't been ... talked about the specific contents of the investigation of Oliver, David, or any staffer with that. I've actually been afraid to bring it up, to be candid with you, because I think that in situations like this, Oliver can get very paranoid. So I haven't had a desire to even bring it up or discuss it with them.

2. Jeffery Brown: I just want to make sure I understand this. The question I asked you was sort of focused on the OCE and whether you've talked to anybody about the OCE's investigation, or if you've heard if Oliver's talked to anybody about it. But with respect to-

3. Former District Staffer: I haven't heard of Oliver speaking to anybody, former or current staffers, about this.

4. Omar Ashmawy: About the OCE's investigation?

5. Former District Staffer: Yeah. I don't recall anybody.

6. Omar Ashmawy: How about the article? Have you heard either firsthand or secondhand if Oliver's had any reactions to the article or the allegations in the article?

7. Former District Staffer: Let me back up. I heard secondhand from ... Yes, I did hear secondhand from somebody that Oliver is not in a great place right now because of all this going on. But in terms of, has he been reaching out to people and things like that, I haven't heard that.

8. Omar Ashmawy: Tell me more about who you talked to and what you heard secondhand about him not being in a good place.

9. Former District Staffer: I heard that from Chris Baker that he wasn't in a good place.

10. Omar Ashmawy: Did Chris Baker share any details about his conversations with Oliver?

11. Former District Staffer: He just, he felt that Oliver had candidly had kind of become unglued, was the term he used, as the result of this investigation.
CONFIDENTIAL

Subject to the Nondisclosure Provisions of H. Res. 895 of the 110th Congress as Amended

1 Jeffrey Brown: Aside from Kelly, is there anybody else you think we ... You said
2 Kelly, you said staffers that have been there the last couple of
3 years. Is there anybody else specifically you would talk to?
4 Former District Staffer: I don't understand why Ryan or Beau Brunson left. If you haven't
5 spoken to them, which is sounds like maybe you have. I know you
6 can't say, but they were working day-to-day in that office more up
7 close with Oliver than I was. I think those three could provide a lot
8 of insight into what was going on specifically from the time I left
9 to very recently. I know they left about a year, Beau and Ryan left
10 about a year, a year and a half ago, so they might have some more
11 recent knowledge than I do.
12 Jeffrey Brown: Do you have anything else, Omar? Ali -- did you have a question?
13 Ali Bazzi: Nope.
14 Jeffrey Brown: Anything else before we finish up here?
15 Former District Staffer: No.
16 Jeffrey Brown: Well with that, I'll thank you for coming in to sit down with us,
17 and I'll end the recording.
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This errata sheet is submitted subject to 18 U.S.C. § 1001 (commonly known as the False Statements Act).

Witness Name:

Witness Signature: [Redacted]

Date: 12/1/2018
# Payroll Certification - FINMART

**Date:** 11/30/16

**Accounting Period:** 11/21/16 To: 11/30/16

**Accounting Organization:** ADP460

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## Payroll Certification-FINMART

**Date:** 11/16/10  
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**Process Level:** AS504 HCM, DAVID SCHWEIKERT  
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I CERTIFY THAT THE LISTED EMPLOYEES HAVE PERFORMED THEIR ASSIGNED OFFICIAL DUTIES FOR THE OFFICE OF THE EMPLOYING AUTHORITY, AND THAT THEY HAVE CERTIFIED THAT THEY DO NOT BE RELATIVELY TO A CONFLICTING INTEREST OR OTHERWISE INCONCERN.

[Signature]

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COE SCHWEIKERT 06-02-10
## Payroll Certification-FINMART

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**Accounting Organization:** ADN65CD

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- JENNIFER S. GOSINE
- MOLLY W. GATES
- KEVIN B. KNIGHT
- JAYSON T. KLOTZ
- TOMAS C. LACONCE
- CUMILE T. LEWIS
- MARK MARKET O'CONNOR
- RICHARD ALVIN SMITH
- ANDREW N. STOPFORD
- ELIZABETH L. SYMPHOR
- RAY M. WHITE

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I CERTIFY THAT THE LISTED EMPLOYEES HAVE PERFORMED THEIR ASSIGNED OFFICIAL DUTIES FOR THE OFFICES OF THE DESCRIBED AUTHORITY, AND THAT THEY HAVE CERTIFIED THAT THEY HAVE NO RELATIONSHIP TO A CURRENT MEMBER OF CONGRESS, UNLESS OTHERWISE NOTED.

[Signature]

**Date:** 3/31/17  
**Time:** 12:31:21

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**US HOUSE OF REPRESENTATIVES Payroll Certification**

**Page:** 196
EXHIBIT 8
 Transcript of Interview of “Former Firetrace Executive”
June 19, 2018
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1  Jeffrey Brown: Okay. This is Jeff Brown with the Office of Congressional Ethics.
2  With me is my colleague Helen Eisner. It is 1:26 on June 19th. Before
3  us we have "Former Firetrace Executive". We are at the JW Marriott
4  in Scottsdale. We've provided "Former Firetrace Executive" with a
5  copy of the False Statements Act and he signed the acknowledgement
6  form recognizing that he got that. And with that we will begin.
7
8  "Former Firetrace Executive", are you currently employed anywhere?
9  Former Firetrace Exec.: No.
10  Jeffrey Brown: Okay. What's Big Elk Funding?
11  Former Firetrace Exec.: I loaned money a number of years ago to a charity, and on the
12  lawyer's advice they created an entity to make the loan, more or less,
13  just isolate me personally from ... The charity is a charity that helps
14  abused children. So, in this litigious world of today, if something
15  should ever happen, this just keeps me isolated. All I did was provide
16  a loan.
17  Jeffrey Brown: Okay. Outside of Big Elk Funding, at some point you worked at
18  Firetrace, correct?
19  Former Firetrace Exec.: I did.
20  Jeffrey Brown: Okay. Can you walk me through your role at Firetrace over the years?
21  Former Firetrace Exec.: In, sometime in 1999, I was approached by two Canadian gentlemen
22  who had a company called Firetrace and it had no sales whatsoever. I
23  was retired. Third party had told them, "If you want to figure out why
24  you're not getting any business you need to talk to an industry expert
25  and that might be, for example, how about "Former Firetrace
26  Executive". You ought to reach out to "Former Firetrace Executive"."  
27  They contacted me. I helped them get Firetrace a little more
28  organized.
29  Ultimately took over as President of the company. Moved the
30  company to Scottsdale, Arizona, and the company was basically
31  reorganized in late 2000, beginning of 2001. We had some venture
32  capital put into the business. The company was finally funded to the
33  extent it needed to be and the business took off.
34  Jeffrey Brown: You became President around what year?
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Former Firetrace Exec.: 2000 from, let's just say 2000. Sometime in late '99 I kind of took over, but 2000's probably as good a year as any.

3 Jeffrey Brown: And so you're President and CEO from 2000 up until when?

4 Former Firetrace Exec.: 2013 as I recall.

5 Jeffrey Brown: Okay.

6 Former Firetrace Exec.: I had a major stroke in 2013 and because of the stroke I had to kind of step back and step down.

7 Helen Eisner: You mentioned they approached you because of your expertise. What was your background before joining Firetrace?

8 Former Firetrace Exec.: I've run fire protection companies for ... when I started Firetrace probably 30-35 years.

10 Helen Eisner: Okay.

13 Former Firetrace Exec.: And had retired on a number of occasions and each time I retired somebody asked me to help them and I came out of retirement to help them. So basically I was retired. The two Canadian gentlemen reached out to me, and I developed a strategic business plan for them and then they asked me if I would come out of retirement and run the company.

19 Jeffrey Brown: Can you talk to me a little bit about, you said fire suppression is a focus of Firetrace. Can you just talk to me a little bit about the lines of business, what they are, what the focus is, how that's evolved over the years?

23 Former Firetrace Exec.: We basically did a very narrow, niche of fire protection products. If you think of fire protection you likely think of smoke detection, fire alarm, sprinklers. We did none of that. We did the stuff nobody wanted to do, or probably for good reason. We did niche type things.

27 When the Ford police interceptor fuel tank started catching fire in crashes, we developed a technology to prevent that. If you had a computer controlled machine in your factory, you had sprinklers up high, but if the machine caught fire, the machine just burned. We came up with a system that would actually go in the machine and protect it.

33 We did very, very specialized type of special hazards protection.
Jeffrey Brown: And who were your clients primarily?

Former Firetrace Exec.: Our clients ... Wow, the whole waterfront. It was an international company. They were telecommunication companies, machine companies, companies that did machining of any kind, laboratories, the military, transportation.

Jeffrey Brown: And are you designing specific systems for each company that approaches you on each specific project, or is there sort of a baseline fire suppression system that you’re then modifying for each client?

Former Firetrace Exec.: We basically produced a baseline of products.

Jeffrey Brown: Mn-hmn (affirmative).

Former Firetrace Exec.: We sold our products via authorized distributors. So within the industrial commercial side of our company, we would sell to the distributors, the distributors would be the one working with a manufacturing company that wanted to protect a machine or university that wanted to protect the fume hood in a laboratory or something like that.

We then had our vehicular fire protection system, which primarily protected police cars. Then we had our aerospace division which protected military vehicles of different shapes and sizes.

Jeffrey Brown: You mentioned authorized distributors. Did you have any subsidiaries or affiliates? Did Firetrace, that is?

Former Firetrace Exec.: We were Firetrace USA LLC. And we had ... It’s a boring story, but when I took over Firetrace, Firetrace was basically originated in the UK with the Minton family in Ipswich, England.

Jeffrey Brown: Okay.

Former Firetrace Exec.: They had authorized the Canadian gentlemen to have rights to Canada, Central America ... Canada, the United States, Central, and South America.

Jeffrey Brown: Mn-hmn (affirmative).

Former Firetrace Exec.: When I took over the company, I negotiated with the British to let them keep the United Kingdom and we took over the rest of the world. You had from a corporate structure, you had Firetrace USA.

We had our industrial, commercial division. We had our vehicular...
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1 division. We had our aerospace division, International. I think
2 International was a separate division. And, then there was Firetrace
3 UK for lack of a better word.

4 Firetrace Limited. That was owned by the Melton family. We had
5 nothing to do with that, other than we were friends.

6 Jeffrey Brown: Did you have any further questions about background on Firetrace?
7 Helen Eisner: No. Not at this point.

8 Jeffrey Brown: Okay. In 2013, you decide to step aside. What's the transition? Who's
9 taking over for you?

10 Former Firetrace Exec.: July 21, 2013, a day I'll never forget. I suffered a severe stroke. I went
11 into Mayo Stroke Center here in Phoenix. After treatment at Mayo
12 Stroke Center, I was told that I had to avoid stress, I had to avoid
13 becoming real tired, I had to take better care of myself in other words.
14 So, within a month or so after that ... And I was supposed to do that
15 immediately upon exit from the hospital.

16 Much to my wife's chagrin, I went right back to work.

17 Jeffrey Brown: Okay.

18 Former Firetrace Exec.: I kept working and ultimately, I think it was 30 days, my 30 day
19 follow up, the doctor told me that if you don't give up the stressful
20 work environment you're in, she would guarantee me that the next
21 stroke would kill me.

22 I went back to the board of directors and explained to the board of
23 directors that for my own good, I needed to resign as president and
24 CEO and that for the prior roughly two years I had hired a gentleman
25 two years earlier who I had been grooming to one day take over my
26 role. I explained to the board that it was time for that transition to
27 happen.

28 Jeffrey Brown: And who's that individual?

29 Former Firetrace Exec.: That's Mark Cavanaugh.

30 Jeffrey Brown: Okay. At the time you left, what's the size of Firetrace employee-
31 wise? Roughly.

32 Former Firetrace Exec.: Jeff, I'm sorry. I have no idea.
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1 Jeffrey Brown: Okay.

2 Former Firetrace Exec.: I have no idea.

3 Jeffrey Brown: Are we talking 50 employees or are we talking a couple hundred employees?

4 Former Firetrace Exec.: Maybe 50 in the United States. Maybe. I don't think we were 50 employees.

5 Jeffrey Brown: Okay.

6 Former Firetrace Exec.: And then we had operations globally and there weren't that many within the global operations. We weren't a large company.

7 Jeffrey Brown: And the people who are operating internationally, are they working on the production side of things or more the sales and connecting with authorized retailers?

8 Former Firetrace Exec.: We had an assembly operation in the UK.

9 Jeffrey Brown: Mmm-hmm (affirmative).

10 Former Firetrace Exec.: Near Gatwick Airport.

11 Jeffrey Brown: Separate from the Firetrace UK individuals?

12 Former Firetrace Exec.: Yes.

13 Jeffrey Brown: Okay.

14 Former Firetrace Exec.: Good point. Firetrace UK was in Ipswich and they had the rights to sell within the United Kingdom. We did not have those rights, but it was an easy airplane trip and they spoke English, so when we wanted to have an assembly facility to service Europe, the Middle East, Africa, we put an assembly facility near Gatwick Airport and they serviced those markets. Europe, Middle East, Africa. The rest of the international operations, and I apologize, I really need to think about this, it's been so long. I don't believe any of the other international operations were more than sales offices.

15 Jeffrey Brown: Mmm-hmm (affirmative).

16 Former Firetrace Exec.: So it was a salesman based out of perhaps a rental office space, or maybe even working out of his home.
Jeffrey Brown: And so, internationally, we're certainly talking less than 50 individuals.

Former Firetrace Exec.: Oh goodness. Probably less than 10.

Jeffrey Brown: Okay. Switching gears a little bit. Politics. Are you involved in local politics here in the area?

Former Firetrace Exec.: Not really. Other than we might go to an occasional fundraiser.

Jeffrey Brown: Okay.

Former Firetrace Exec.: That was it.

Jeffrey Brown: Has your involvement changed or evolved over the years?

Former Firetrace Exec.: No. I go to an occasional fundraiser if it makes sense, but as I've grown older and no longer am in the mainstream of American lifestyle, I have less money to spend and less desire to participate.

Jeffrey Brown: Okay. Let me ask you this. Firetrace, does it have lobbying efforts that it engaged in at any point when you were involved with Firetrace?

Former Firetrace Exec.: We used ... I need to think. I believe there were two firms that we worked with.

Jeffrey Brown: Okay.

Former Firetrace Exec.: I had fundamentally nothing to do with that side, or that aspect of the business, but I think one focused on local issues and I think the other one was ... I think the other one might've been in Washington DC.

Jeffrey Brown: Okay. And when you say that side of the business, can you give me a little bit more about who or what you're referring to?

Former Firetrace Exec.: I was very much a ... related to the sales and engineering side of the company.

Jeffrey Brown: Mm-hmm (affirmative).

Former Firetrace Exec.: That's my history, that's my skill set. I was actively involved with sales strategy around the world. I was actively involved with engineering, with our products to address specific requirements. And
I also worked closely with our assembly people, our production manager.

Jeffrey Brown: Mm-hmm (affirmative).

Former Firetrace Exec.: From an admin standpoint or what's going on politically, I had nothing to do with that other than I was president. If somebody was paraded through the front door, I would go shake hands. I might participate in a photo shoot if there even was one. But as far as, did I go to Washington DC to meet with somebody or any of that stuff, no.

Jeffrey Brown: So who's heading up the local and/or national... I don't know if calling them lobbying efforts is appropriate, but sounds like maybe Firetrace had some legislative priorities it was pursuing.

Former Firetrace Exec.: There was a gentleman on our staff who was our liaison with those people.

Jeffrey Brown: Okay. Who's that?

Former Firetrace Exec.: Mark Cavanaugh.

Jeffrey Brown: Okay. Were any other individuals involved? Did Scott Starr, would he have been involved in this at all?

Former Firetrace Exec.: He wouldn't have had any direct involvement. As marketing manager, there may have been some awareness of it, but he would not have had any role or leadership or strategy with any of that.

Jeffrey Brown: Okay. And how did Mark come to take on these responsibilities, or this role?

Former Firetrace Exec.: I think... I don't remember precisely how, but I do recall the... I think the two lobbyists that we worked with were personal friends of his.

Jeffrey Brown: Okay. Before... I think you said you hired Mark about two years before you left the company? Am I remembering that right?

Former Firetrace Exec.: I think that's about right. Might've been a wee bit longer, I just don't remember.

Jeffrey Brown: Before Mark joined this company, is there anybody who's handling that same sort of local and national legislative portfolio?
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Former Firetrace Exec: No. We had no involvement. We didn't have lobbying people. We didn't have anything.

Jeffrey Brown: How did Mark come to play point person on those roles? Is that sort of a value-add that he brought to the company or did you guys have a conversation at some point where you said that we need to pursue XYZ avenues?

Former Firetrace Exec: I think they just happened to be friends of Marks.

Jeffrey Brown: Mmm-hmm (affirmative).

Former Firetrace Exec: I honestly don't know. I would be speculating. But I think they were just merely friends who ultimately indicated they could offer some assistance or something.

Helen Eisner: Why did Firetrace decide at that point in time that they wanted to get involved or have individuals work on their behalf at the local level and then at the federal level?

Former Firetrace Exec: We had products that were being sold both to state governments and to the military. I think the only thing I can guess or remember is that there was probably a belief that somehow that would help us.

Jeffrey Brown: In terms of legislative priorities, you're looking at sort of the military side of your business, are you looking at any other sides of the business?

Former Firetrace Exec: I don't recall anything else.

Jeffrey Brown: Okay. Do you remember specific individuals that Mark, or whoever Mark was working with, do you remember specific Members that they were trying to push their legislative priorities to?

Former Firetrace Exec: I don't remember specific people.

Jeffrey Brown: You don't remember any specific Members that Mark or others would've met with to-

Helen Eisner: And I think Jeff might mean Members of Congress or politicians.

Former Firetrace Exec: No. I don't have any specific recollection of any strategy to talk to specific people or whatever.
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1 Helen Eisner: You had said that, just kind of generally talking about why they
2 might've gotten involved in these efforts, and there was a belief that it
3 might help you. Was that Mark's belief, or whose belief was it?
4 Former Firetrace Exec.: I don't recall who specifically would've been the originator of the
5 concept. I don't think we had anybody until we started doing the Ford
6 Crown Vic work. And then I think it was just does this... how do we
7 communicate with, what is the procedure to... Who do we talk to at
8 the State of Arizona to get Arizona Department of Public Safety to
9 listen to us about this? It was looking for contacts or connections.
10 Again, that's purely speculation. I wasn't involved in that.
11 Helen Eisner: I don't know if we've covered whether or not Firetrace USA has a
12 board. I think you had mentioned earlier on that you were Director.
13 Former Firetrace Exec.: We had a Board of Directors.
14 Helen Eisner: And did they... How often did they meet?
15 Former Firetrace Exec.: Quarterly.
16 Helen Eisner: And would the board sort of get involved in sort of day to day
17 company operations or strategy?
18 Former Firetrace Exec.: No. It was purely strategic in nature.
19 Helen Eisner: Okay. So, would the board, if a decision was made to get more
20 involved in some type of lobbying after the Ford Crown Vic, was that
21 a decision that the board would've made or is that a decision that the
22 staff would've made?
23 Former Firetrace Exec.: The board wouldn't have been involved with anything operational like
24 that.
25 Helen Eisner: Okay.
26 Jeffrey Brown: What year, do you remember roughly what year the Ford Crown Vic
27 work was occurring?
28 Former Firetrace Exec.: I have no idea.
29 Jeffrey Brown: Roughly?
30 Former Firetrace Exec.: It would be a pure guess. 2010. And that's purely a guess.
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1 Jeffrey Brown: It would've been after Mark Cavanaugh came on at Firetrace?

2 Former Firetrace Exec.: Yeah, I think it was.

3 Jeffrey Brown: I asked you before if you remembered Firetrace trying to lobby any specific Members of Congress. I'll jog your memory a little bit. Representative Schweikert. Did Firetrace ever interact, or Mark ever interact with, Representative Schweikert?

4 Former Firetrace Exec.: I don't know. I'm sure. I want to say I think he toured our plant once.

5 Jeffrey Brown: How about Representative Quayle when he was in office?

6 Former Firetrace Exec.: Dan or Ben?

7 Jeffrey Brown: Ben.

8 Former Firetrace Exec.: I don't know if Ben had anything or if there was any communication with him.

9 Jeffrey Brown: It might be helpful if-

10 Helen Eisner: Let me just actually ask a question if that's okay. Besides Representative Schweikert potentially touring the plant at some point, what was your relationship with Representative Schweikert?

11 Former Firetrace Exec.: I didn't have one.

12 Helen Eisner: Okay.

13 Former Firetrace Exec.: If he toured the plant, I'm sure I was there as President to welcome him in the lobby or something like that, but I wouldn't have been the one to probably walk him through it. And if he had a fundraiser, it's possible, I don't have any recollection of actually doing it, but it's possible I might've met him at a fundraiser, but if you lined up three people over there and said, "Pick out Congressman Schweikert," I couldn't tell you who he is.

14 Jeffrey Brown: So then I take it you don't have any sort of relationship with him today?

15 Former Firetrace Exec.: He sends me a Christmas card, I think. I think I get a Christmas card from him.

16 Jeffrey Brown: Okay.
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1 Helen Eister: What about anyone else at Firetrace? Anyone else that you might've known who had a relationship with the congressmen?

2 Former Firetrace Exec.: There wouldn't have been anybody else at Firetrace who would've had a relationship with him. No. I mean, he would ... If he toured Firetrace and he got his picture taken in the accounting department, that might be the only relationship that would've existed. Nobody would've ever seen him or talked to him other than that.

3 Helen Eister: Okay.

4 Jeffrey Brown: Mark wouldn't have had any sort of communications with him?

5 Former Firetrace Exec.: Mark probably did because Mark was our liaison with the two lobby people, and at that particular point, I never went to Washington with him. I never saw what was going on, but is it likely, just common sense would probably say that ... Schweikert I think was our congressman where we were located. That's why I think he toured.

6 Jeffrey Brown: Okay.

7 Former Firetrace Exec.: So it's likely that Mark would've interfaced with him.

8 Jeffrey Brown: You mentioned a couple times, and I meant to follow up on this before, who are Mark's two friends or acquaintances that assisted with lobbying efforts?

9 Former Firetrace Exec.: Oh wow. I think one's name was Teddy, and that's obviously a nickname I assume.

10 Jeffrey Brown: Okay.

11 Former Firetrace Exec.: I don't remember ... I don't remember the last name.

12 Jeffrey Brown: Teddy Eynon or Ion?

13 Former Firetrace Exec.: That sounds right.

14 Jeffrey Brown: Okay.

15 Former Firetrace Exec.: But I don't know for sure.

16 Jeffrey Brown: Mm-hmm (affirmative).
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Former Firetrace Exec.: And then the other one... I'm sorry, I just don't remember the other one.

Jeffrey Brown: If it comes to you, let me know.

I want to hand you a couple documents. I think some of these might help jog your memory a bit.

For the record, I am handing you what is bates labeled at the bottom FT_0809 and this looks like an email that's from Mark Cavanaugh to you and to others. The subject is "Congressman Schuwerk. It's dated Thursday, February 10th, 2011, 8:54 PM. I'll give you a chance to read it, but the question I want to ask you is, in the email Mark says that "Congressman Schuwerk is aware of our military business and has made indications that he would like to help champion our wind efforts." I'm hoping you can walk me through what he's referring to when he's talking about "wind efforts."

Former Firetrace Exec.: We developed a system to protect the insides of the equipment cabinets in wind turbines.

Jeffrey Brown: Okay.

Former Firetrace Exec.: And, I presume Mark was talking to him about how, or if there's anything he might be able to do to help us understand how to get more business in the wind industry.

Jeffrey Brown: Okay. This email also makes reference to a visit to the facility, and I'm wondering if this is likely the visit that you were referring to earlier?

Former Firetrace Exec.: It must be.

Jeffrey Brown: Okay.

Former Firetrace Exec.: I mentioned earlier I think he had toured. Here's a confirmation that I guess he did.

Jeffrey Brown: I'm going to hand you another document it is bates labeled FT_0787 and it's actually a couple pages here. Its 787 through 789. I'll give you a chance to look at it real quick before I ask you any questions.

The original email in this string is from an Oliver Schwab to a Teddy Eynon. I'm probably pronouncing that incorrectly, but do you know who Oliver Schwab is?

Former Firetrace Exec.: No idea.
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1 Jeffrey Brown: Okay. You've never interacted with him?

2 Former Firetrace Exec.: Not to the best of my recollection.

3 Jeffrey Brown: Okay. And Teddy here is the Teddy that I think we were referring to earlier, Mark's friend or acquaintance that assisted Firetrace with lobbying at first.

4

5 Former Firetrace Exec.: I presume so, yeah.

6 Jeffrey Brown: Okay. And it looks like here, Teddy forwards an email from Oliver to Mark and then Mark's forwarding one to you and in it he says, "I will be in India, David Schweikert asked that we attend. Congressman Schweikert is the Congressman in Firetrace's district and will be supporting our wind legislation so I thought this would be good for us to attend at his request."

7 You've told us what your wind technology was, but what's the wind legislation?

8

9 Former Firetrace Exec.: I don't know.

10 Jeffrey Brown: Okay. When I look at that it suggests to me that perhaps there's some legislative... wind legislation that would assist Firetrace. Does that seem to be a fair reading of that?

11 Former Firetrace Exec.: It implies that, and there may have been something being discussed, tossed around, or whatever, but to the best of my recollection, there was never any wind legislation.

12 Jeffrey Brown: Okay. You don't remember having any discussions about that?

13

14 Former Firetrace Exec.: No.

15 Helen Eisner: Besides legislation, were there areas that you were trying to... road blocks or something that Firetrace was trying to change to make it easier to get the product out?

16 Former Firetrace Exec.: I don't think there were road blocks, I think the biggest problem, I often told people is that we had a very, if you remember when we started, I mentioned we were in a very small, niche of the fire protection market. The problem Firetrace had from day one until the day I sold the company is that not enough people know that there this is this technology which can solve the problem.
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When we talked about Scott Starr, he directed our advertising. We were trying to make people be aware that we had this product that could solve it. When you talk about wind, I don't know how much you know about a wind turbine, but all the electronics is way up a 100 meters plus up in the air.

And the assumption was there's nothing you could put to protect that, there's just no technology available to man that would do that. But we had the solution, but people didn't know it. Our largest corporate impetus, if you want to call it that, was just trying to make people understand that there were solutions besides fire alarm and sprinklers and all the traditional stuff that you might think of when it comes to fire protection.

So my ... it's purely speculation here is that somebody was trying to make the congressman aware that we had a solution for that problem and the government was and continues to push wind energy as a renewable energy source.

Jeffrey Brown: Mm-hmm (affirmative)

Jeffrey Brown: For the record, I never attended anybody's luncheon.

Jeffrey Brown: Okay. And you're referring to FT_0787, this email where Mark asks you to possibly attend a luncheon because he's going to be in India?

Jeffrey Brown: Yeah. I mean, I didn't attend any luncheon. Certainly wouldn't have spent $1,000 for lunch.

Jeffrey Brown: Okay. I want to mention one other piece of legislation. Does the NDAA or the National Defense Authorization Act, is that something that you're familiar with?

Jeffrey Brown: Not specifically.

Jeffrey Brown: Okay. Do you remember Firetrace or anybody at Firetrace ever trying to promote Firetrace's interests relative to NDAA?

Jeffrey Brown: I don't know how it would relate to NDAA.

Jeffrey Brown: Mm-hmm (affirmative).

Jeffrey Brown: We had a solution for problems, that's fire problems and explosion problems that existed within the military. We were trying to promote within the military an awareness of the technology we had, which our
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1 belief then, or would be now, is that if people are aware you have a
2 problem and we have a solution, there would be an opportunity to
3 gain business.
4
5 Jeffrey Brown: This is the same sort of thing you were just talking about with respect
to wind?
6
7 Former Firetrace Exec.: Yeah.
8
7 Jeffrey Brown: Biggest hindrance was people don’t know that the solution’s out there.
8
8 Former Firetrace Exec.: Right.
9
9 Jeffrey Brown: Okay.
10
10 Helen Eisner: Was there ever a time, during the period of time you were at
11 Firetrace, when legislation passed, not this specific legislation that
12 we’ve been talking about, but any piece of legislation that
13 significantly impacted your business in ...
14
14 Former Firetrace Exec.: I don’t think there was anything that was specifically focused on our
15 business. I don’t recall anything that said, “This was passed and now
16 we got whatever.” When budgets passed, people might spend money
17 on our products.
18
18 Helen Eisner: Okay.
19
19 Former Firetrace Exec.: But I don’t recall anything that specifically said, this passes and
20 Firetrace gets whatever.
21
21 Helen Eisner: So besides specifically, and not a piece of legislation that specifically
22 refers to Firetrace, but generally, legislation. You talked about
23 budget. Was there any other legislation that because it passed, it
24 helped Firetrace’s business?
25
25 Former Firetrace Exec.: I don’t recall any.
26
26 Helen Eisner: Okay.
27
27 Jeffrey Brown: I’m going to hard you FT_0010 and feel free to look at the entire
28 email. I’m actually going to just draw your attention to the top one on
29 FT_0010. I realize you are not on this thread, and so it is an email from
30 Scott Starr to Mark Cavanaugh.
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1 Scott refers to Mark as a “legislative guru.” I'm hoping you can
2 elaborate on how he got this moniker.

3 Former Firetrace Exec.: Scott Starr just has a weird sense of humor.

4 Jeffrey Brown: Okay. Is it fair to say that this relates to what we were discussing
5 earlier—that Mark was sort of a point person on any lobbying efforts
6 that Firetrace may have taken either on the national or the local level?

7 Former Firetrace Exec.: That's correct.

8 Jeffrey Brown: Had you ever referred to him as a “legislative guru”?

9 Former Firetrace Exec.: I don't recall him being called that. He was called a lot of things, but I
don't remember that name.

10 Jeffrey Brown: All right.

11 Helen Eisner: What about, I'm sorry, just referring to that same document on the
12 second page, which is FT_0011, there's mention of the importance of
13 an extension of production tax credit on the future of the wind
14 industry. Does the production tax credit in any way jog your
15 memory?

16 Former Firetrace Exec.: What I remember about that, and it's vague, is that I think, I think
17 wind turbines or wind energy was getting a tax credit or something
18 like that. And that was set to expire

19 Let me think about that now. I think it was something like that. It was
20 set to expire and the concern was, is whether that credit expired,
21 would the incentive for putting wind energy disappear with whatever
22 the credit was.

23 Mr. Starr as marketing manager would no doubt have been trying to
24 at least know whether that's going to affect our business going
25 forward. And Mark would've been the person who would be making
26 us aware of what's going on with it. And again, I'm speculating here,
27 but I'm guessing Mark was being briefed by whomever our lobbyists
28 were as to what's going on in Washington as it relates to this

30 Helen Eisner: Okay.

31 Jeffrey Brown: You started touching on something I want to talk about. You
32 remember two lobbyists. One of them is Teddy, and we can't
33 remember the name of the other one. What sort of interactions is
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Firetrace having with them? What sort of issues are they helping
Firetrace with?

What is Mark updating you on? I presume you're spending money on these efforts. Walk me through-

Former Firetrace Exec.: As president, all I recall is that they were trying to help make people in Washington aware that we have a solution to certain problems.

Jeffrey Brown: Did you interact with ... Did you ever interact with Teddy?

Former Firetrace Exec.: I'm sure I've met Teddy, and I'm sure ... the fact that I remembered his name, I no doubt have interacted with him.

Did I have business meetings with him to go over whatever? Not that I recall.

Jeffrey Brown: Do you remember it being money well spent, working with either of these lobbyists, or money that was not well spent?

Former Firetrace Exec.: I don't even remember how much money it was. I can't say. I don't know if it was a lot. It couldn't have been a lot, or then I would've been aware of it. I think it was just something that somebody made a decision that it makes sense for these people to be making people aware of what we have, and what we can do, and what problems we can solve.

Jeffrey Brown: Do you know if Teddy or this other lobbyist has relationships with certain Members of Congress?

Former Firetrace Exec.: I have no idea what his relationships were with them.

Jeffrey Brown: Okay. You mentioned on a couple of occasions that you had never traveled to Washington, or if you'd met Representative Schweikert, it would only have been at the plant. Was Mark ... would he travel to Washington to meet with either Representative Schweikert or others?

Former Firetrace Exec.: He ... I don't remember specifics, but he probably did.

Jeffrey Brown: Okay. Would he meet with Representative Schweikert or any of his staff members in the district?

Former Firetrace Exec.: He might've. Again, as I said, he, along with the lobbyists, had this strategy or whatever. The plan was to grow business and how they accomplished it, I'm not exactly sure.
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1 Jeffrey Brown: I asked you if you were familiar with an individual named Oliver Schwab. You said you weren't. How about the name Beau Brunson? Did you ever meet a Beau Brunson that would've worked for Congressman Schweikert?

2 Former Firetrace Exec.: Not that I recall.

3 Jeffrey Brown: Okay. Or a Ryan White?

4 Former Firetrace Exec.: Not that I recall. Did they tour with him?

5 Jeffrey Brown: They may have. I don't know the answer to that.

6 Former Firetrace Exec.: Okay.

7 Jeffrey Brown: But they were staffers for Congressman Schweikert, and I'm just wondering if you've ever come into contact with them.

8 Former Firetrace Exec.: I don't have any recollection of ever meeting them.

9 Jeffrey Brown: Okay. Do you know if anyone besides Congressman Schweikert came to the facility that one time?

10 Former Firetrace Exec.: I think vice-president Dan Quayle might've come once. I can't recall anyone else.

11 Jeffrey Brown: Okay.

12 Former Firetrace Exec.: CNN.

13 Jeffrey Brown: CNN. Affiliated with ... When did CNN come and why did CNN come?

14 Former Firetrace Exec.: CNN came and did a little discussion of the technology that we have that was saving soldier's lives in I believe it was the first Iraqi war, or maybe the Kuwaiti situation.

15 Jeffrey Brown: I'm going to hand you another document here. There you go. For the record, this is an email string. It begins at FT_0376 and looks like it goes through FT_0380. I'll give you a chance to look it over and then I'll ask you a couple questions.

16 Did you have any sort of relationship with Ben Quayle or the Quayle family?
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1 Former Firetrace Exec.: I knew the Quayle family.

2 Jeffrey Brown: Uh huh (affirmative). Were you involved with Ben’s...I guess, either of Ben’s campaigns?

3 Former Firetrace Exec.: I’m a friend of Dan, a golfing buddy. And, when Ben was running, would’ve have probably been in favor or Ben running or helped as far as, said nice things or whatever because Dan would’ve appreciated it.

4 Jeffrey Brown: And, would you have contributed to his campaign?

5 Former Firetrace Exec.: It’s possible. I don’t remember.

6 Jeffrey Brown: This email, it’s on FT_0377, it’s the bottom of the second page. There’s an email from you to Mark Cavanaugh, it’s Monday February 2012. In the email you say, “I don’t see us rallying behind one or the other until we know where we’re going to align in the long run.” It looks like you’re referring to Ben Quayle and David Schweikert.

7 You conclude that by asking Mark “your thoughts?” Can you walk me through what you’re getting at when you ask that question of Mark?

8 Former Firetrace Exec.: From looking at the whole document, it looks like somebody was asking us to go to a dinner.

9 Jeffrey Brown: Mm-hmm (affirmative).

10 Former Firetrace Exec.: And, I was seeking guidance, input as to, is that something we want to do, and if they’re both doing...I don’t remember, but if they’re...

11 Were they both running against each other?

12 Helen Eisner: Yes.

13 Former Firetrace Exec.: They were.

14 Helen Eisner: Yes.

15 Jeffrey Brown: Yeah.

16 Former Firetrace Exec.: I’m guessing if we were going to choose one side versus the other, if we were going to make a donation or anything, or even do anything with. That’s pure speculation, just from whatever. And for the record, I don’t remember going to any dinner.
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1 Jeffrey Brown: And you're referring to the last page of this document, it's an NRCC Southwest Spring Dinner.

2 Former Firetrace Exec.: Yes. I do not recall going to any dinner. I don't know if that means if we did donate, didn't donate, did anything.

3 Jeffrey Brown: Was that a conversation that you, and Mark, and the lobbyists would have? "We've got individuals who are running against each other, where do we throw our political support? Where do we put our money?"

4 Former Firetrace Exec.: Well, we didn't have any political support. I mean, we had nothing to throw behind somebody, but if it meant contributing money to a campaign to go to an event such as this or something like that, quite frankly, I didn't have a desire to spend a lot of my personal money for any of that. So if I was going to attend a dinner, I want to attend a dinner for somebody we believe in.

5 Jeffrey Brown: Okay. Was there any sort of policy or expectation at Firetrace that individuals would be contributing in order to get support for Firetrace?

6 Former Firetrace Exec.: I don't think there was... Certainly there was no policy.

7 Jeffrey Brown: Mm-hmm (affirmative).

8 Former Firetrace Exec.: If we decided to... If Ben were having a fundraiser, and attending the fundraiser would be supportive of Ben, and if we cared to be supportive of Ben, then I or Mark, or somebody would make a decision if we wanted to. But I never told Mark to attend an event I never ordered him to attend an event and he never sat back and said, "Former Firetrace Executive", the world end if you don't attend.

9 Jeffrey Brown: Okay.

10 Former Firetrace Exec.: Everything was voluntary.

11 Jeffrey Brown: Besides you and Mark, were there others, individuals at Firetrace, who were politically involved or politically active, who may have been supporting one candidate over the other?

12 Former Firetrace Exec.: No, I think no one else in the entire company really cared.

13 Jeffrey Brown: Mm-hmm (affirmative).
Jeffrey Brown: So if any executives are making contributions, to your awareness, it's either you or Mark?

Former Firetrace Exec.: To the best of my recollection.

Jeffrey Brown: Okay.

Helen Eisser: In this email, the first page for FT_0376, in the exchange between you and Mark where Mark writes that third paragraph down "as of Quayle v Schweikert, I think both you and I have mixed out to Quayle the primary, so we are good with him."

Did you and Mark share information about what contributions you had made?

Former Firetrace Exec.: As far as how much we've done?

Helen Eisser: Yes.

Former Firetrace Exec.: It likely would've been discussed.

Helen Eisser: Okay.

Former Firetrace Exec.: I mean Mark would've probably been giving me advice so I didn't exceed some limit or do something silly like that. But I mean, it is highly, highly, highly unlikely that I would've attended anybody's fundraiser if somebody didn't suggest to me that it's something we ought to do.

So if Dan Quayle contacted me and says, "Hey golfing buddy, my son's having a cocktail party, would you do it?" Yeah, I might do it to support my friend Dan. If Mark indicated to me that we should do something, I'd probably trust Mark and support it.

Helen Eisser: In the next sentence there he says, "I have let the Schweikert group know we like all they have done and continue to support them."

In that vein, what was it that you liked that they had done?
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Former Firetrace Exec.: That was from Mark. And, he's telling me, I guess, that they've done
something that we like. I don't know what it was.

Helen Eisner: Okay.

Former Firetrace Exec.: Can't think of what it could've been even.

Jeffrey Brown: And then the next section there, he says, "And will continue to
support them." I read that along with the first sentence that says, "I
think you and I are both mixed out to Quayle for the primary" as
suggesting that you and Mark have contributed to Quayle, maybe you
haven't to Schweikert, but there's some indication that we will
continue to support them.

Do you know what that means? Is that financial?

Former Firetrace Exec.: No, I don't remember what context that was done in. As I've said
before, Dan's a friend. When Ben was running, if Ben had an event,
we probably or at least I would have, whether Mark would've or not, I
don't know. But, I don't know.

Jeffrey Brown: At the top of this email it says, "Great Questions Have a call in to
Teddy on this particular event, because I get the same email."

What's Mark suggesting there?

Former Firetrace Exec.: He's... I'm presuming the reference is to the invite to the dinner. I
don't know.

Jeffrey Brown: Okay. If you look at the email above there, you respond to Mark and
you say, "I see both Schweikert and Quayle are sponsors of the
Dinner. I'd be happy to buy a table. As for spending the money to co-
chair, that moves it up to a higher level of visibility and cost. Need
Teddy's advice on this."

Is it fair to say that you and Mark are both trying to solicit advice
from Teddy on how best to handle this invite?

Former Firetrace Exec.: Yeah. I mean, quite frankly, when a co-chair is $25,000, I'm not
spending that kind of money. I mean, it was... We received an
invitation. There's multiple levels that you can participate and we
were looking for guidance.

Jeffrey Brown: Mm-hmm (affirmative)
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Former Firetrace Exec.: What could we, should we do, and at what level.

Jeffrey Brown: And is an ordinary conversation that you and/or Mark is having with Teddy? Is that the sort of thing you're paying him to opine on?

Former Firetrace Exec.: I think that I would lean on Mark to let me know what he thinks we should do and my guess, pure guess is that Mark would probably lean on Teddy for a data point. Teddy didn't decide what Mark did or the company would do, but Teddy probably would say, "Okay. Look at- This is an important one, you need to perhaps have more visibility with what you buy in," or he might say, "This is a non-event, don't even waste your time going," or something.

Jeffrey Brown: And why might he suspect this is an event that you have to buy into?

Former Firetrace Exec.: Oh, I think it's just to, for the visibility that Firetrace is there.

Jeffrey Brown: Okay.

Helen Eisner: Do you need me to get them to try ... I just need to make sure that that's not distracting anyone.

Jeffrey Brown: That's not distracting me. Is that distracting you?

Helen Eisner: Are you okay with that? I know it's distracting. It's some background music here.

Former Firetrace Exec.: It's fine by me.

Helen Eisner: Okay.

Jeffrey Brown: I was enjoying it actually. I'm going to hand you one more document. This is FT_0463 through 66. Again, it's an email string and I'll let you read it before we ask you some questions about it.

Former Firetrace Exec.: Thank you for the email. I see a name that rings a bell now.

Jeffrey Brown: Okay.

Former Firetrace Exec.: Larry Pike. I think Larry was the gentleman who was our kind of a state level or local lobbyist.

Jeffrey Brown: Okay. He's the other lobbyist, aside from Teddy, that you were trying to remember his name.
Jeffrey Brown: Okay. Let me direct you to the second page of this email string. It's FT_0464. It looks like you are writing an email. I believe it's to Mark Cavanaugh. You say, "Do you have any interest in this?" And you're referring to a Schweikert golf tournament, and you say, "Has David supported us? Let me know if you'd like me to make a contribution/register for the tourney."

What do you mean when you say, "Has David supported us?"

Former Firetrace Exec.: Has ... If there was any way that David could've helped us. Has he helped us.

Jeffrey Brown: Same question, was there anything that he helped with or supported you with?

Former Firetrace Exec.: Nothing that I recall or am aware of. It's ... He's our local congressman and if there was something that he could be helping us with, is he doing it? Or doesn't he care whether we live or die?

Jeffrey Brown: Okay. Can you give me an example of something that he may have been able to help Firetrace with?

Former Firetrace Exec.: I have no example, no idea.

Jeffrey Brown: You're talking about ways that he could support Firetrace. I guess I'm just trying to get a sense for what ways does your local congressman aid Firetrace's business?

Former Firetrace Exec.: We had systems that went to protect military vehicles and I'm not saying it relates to this example. But in your figurative question, if the defense budget was up for consideration and is he supporting the defense budget or is he against the defense budget?

Jeffrey Brown: And you don't remember anything specific that he either did or did not support Firetrace on?

Former Firetrace Exec.: No. I don't remember anything specific.

Jeffrey Brown: Let me draw your attention to the first page, so that's FT_0463. Mark is responding to you. He says, "Former Firetrace Executive". David is a big supporter, however I told him we are not available for this tourney and he's fine with that. We will be contributors later."
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When David says ... or excuse me, when he says, "David is a big supporter," what do you take that to mean?

I took it that he likes Firetrace, he's aware of who we are and our products, and if there was ever anything that he could do to help us, he would try to help us.

Okay. And again, you don't have any recollection of any-

No. I can't give you an example of any time where he ever did help us.

At the end, Mark says, "We'll be contributors later." Do you remember ever ... you or Mark making contributions to Representative Schweikert?

I don't recall. I don't specifically recall. But again, as I've said before, it wouldn't surprise me if we made contributions.

Let me ... I'll hand you this. Maybe this will jog your memory a little bit. This is just and FEC ... It's a publicly available FEC document.

And that's a Federal Election Commission.

Thank you Helen. Just at the top here it says, “"Former Firetrace Executive," I presume that may be a former address of yours?

It is.

Okay. And it looks like you made a $1,000 donation on 6/29/2011. Does that jog your memory at all?

I'm assuming this to be correct, so then it would've been done. But do I remember doing it? No.

You don't remember anyone approaching you or soliciting that contribution from you?

No.

You don't remember having any conversations with Representative Schweikert?

Oh, definitely not.
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1 Jeffrey Brown: Anybody on his campaign or his campaign staff?

2 Former Firetrace Exec.: No.

3 Jeffrey Brown: All right. I'm going to hand you one more document. This is another email string, and it is FT_0159 through 162. Again, I will give you a chance to look it over before I ask you any questions.

4 The email from Mark to you that starts on FT_0159 and ends on 160, Mark's sending you an email. It looks like it's dated April 1st of 2013. At the bottom there, Mark says, "Big money." Actually, he says, "Big," and then three dollar signs. Then he goes on to say, "and I was not sure a connection for us. I have a Schweikert event the next night and thought," again, three dollar signs there, "better there at this point."

5 When he says "not sure if connection for us," what's he suggesting there?

6 Former Firetrace Exec.: I have no idea. Reading further there was some heavy hitters that I guess were coming into town. I don't know who John Cornyns ... 

7 Jeffrey Brown: Right.

8 Former Firetrace Exec.: I don't know who that is. I know who Mitch McConnell is, but apparently there was something going on and apparently it was big dollars. Mark's recommendation was that, don't spend the money.

9 Jeffrey Brown: Okay. And then he says, "I have a Schweikert event the next night and thought money better spent there at this point."

10 When he suggests "money better spent there at this point", and this being April of 2013, why is he saying money's better spent there in April of 2013?

11 Former Firetrace Exec.: I have no idea what his reference was to.

12 Jeffrey Brown: Okay. Do you remember any specific priorities or focuses that Firetrace was looking at around that time?

13 Former Firetrace Exec.: No. I don't remember anything. I mean, defense budget was always a concern of ours. I don't know if he means that. I just don't know.
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1 Jeffrey Brown: Defense budget is always a concern of yours in the sense that, you're
2 hoping monies are appropriated for fire suppression related systems
3 or there's money put aside that could aid your business in some way?

4 Former Firetrace Exec.: We had... after the Ford Crown Victoria issue, we were asked by the
5 Army to determine if we could modify that system to protect fuel
6 tanks on military vehicles from IEDs.

7 Jeffrey Brown: Okay.

8 Former Firetrace Exec.: So we went about and invested time and money to develop that
telechnology.

9 Jeffrey Brown: Mm-hmm (affirmative).

10 Former Firetrace Exec.: In talking with people within the Army, they indicated that this is
11 fabulous. We would love to add this to this whole group of vehicles,
12 we just don't have the money. It would be, maybe they would put it in
13 their budget, and if the budget passed maybe they would then be able
to get the benefit with the system.

16 If the budget was reduced by someone, Congress, whomever, maybe
17 it wouldn't be there to protect those vehicles. So we would pay
18 attention to things like that. But we didn't... The Army technical
19 people could make the recommendation, but we had no touch with
20 anybody who was going to say, "Put the money here or put the money
21 there."

22 Jeffrey Brown: Was there ever anything written into the budget such that it proved to
23 be a benefit to Firetrace? In other words, was money appropriated in
24 such a way that this was helpful to the business?

25 Former Firetrace Exec.: Nothing that would be ever earmarked. For example, it says,
26 "Firetrace will..." When we were in one of the wars, the Army
27 decided to replace the Humvee with an MATV.

28 Jeffrey Brown: Mm-hmm (affirmative).

29 Former Firetrace Exec.: It's a military vehicle.

30 Jeffrey Brown: Right.

31 Former Firetrace Exec.: And, when the government decided to fund thousands of those, okay,
32 we protected those. So we benefitted, but, there was never anything
Jeffrey Brown: Well, so, how about not specifically Firetrace, but we're going to fund X amount of vehicles and we want fire suppression systems in those vehicles? Does anything like that ever get passed?

Former Firetrace Exec.: I think we were so far down the food chain, it was more of a, if the defense bill gets passed, and then as they start breaking it down, and even then, it might be that the Department of Defense might say, we're going to fund this new vehicle called the MATV.

Jeffrey Brown: Mm-hmm (affirmative).

Former Firetrace Exec.: And, it still, we didn't make the MATV. Is General Dynamics going to get it? Is Oshkosh going to get it? Is whoever going to get it? And then, if those people got it, then, might they come to us? Well we had competitors as well. So I don't know of anything that was ever passed that you could say, "Wow. That passed and now Firetrace is going to get this."

Jeffrey Brown: How did it come to pass that Firetrace ended up protecting the MATVs? Sorry, that Firetrace systems were inserted into MATVs?

Former Firetrace Exec.: When the government .. This is my recollection, and let me say, I wasn't directly involved with this, but this is as it was explained to me, is the government put together specifications for a new vehicle.

Jeffrey Brown: Mm-hmm (affirmative).

Former Firetrace Exec.: They identified in that vehicle that a vulnerability that needed to be protected was the fuel tank, the engine, and the tires, the wheel wells themselves.

Jeffrey Brown: Okay.

Former Firetrace Exec.: So the Army or somebody within the government would've identified that the vehicle needs to have these characteristics and one of those characteristics is something to protect the fuel tank, something to protect this, something to protect this.

Former Firetrace Exec.: Now when the vendors bid on the contract, they have to prove that they're in compliance with those specifications and in the case of the MATV, Oshkosh came to us and said, "Can you provide this?" And we told them yes we could. We designed it specifically to fit on their
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1 design. We quoted them. If the Department of Defense funded it and
2 if they decided to work with Oshkosh, then there was a very good
3 chance that we would get the business.
4 Jeffrey Brown: So Oshkosh is the prime submitting a bid, you guys are the
5 subcontractor that they have agreed to work with.
6 Former Firetrace Exec.: We were a subcontractor to-
7 Jeffrey Brown: Okay. And ultimately that does occur? Oshkosh gets the bid and-
8 Former Firetrace Exec.: Oshkosh got the bid on the MATV and we ultimately supplied... I
9 think there was about 10,000 vehicles that they ultimately purchased
10 and... maybe not that many. But it was a sizable number.
11 Jeffrey Brown: And so, as a subcontractor, you’ve got a contract with Oshkosh to
12 provide X amount of Firetrace units or however this works.
13 Former Firetrace Exec.: Yeah, Oshkosh got the contract, they gave us a contract to provide the
14 fire suppression systems per the government’s specification. And, we
15 got a contract.
16 Jeffrey Brown: Do you remember what year this is? Roughly.
17 Former Firetrace Exec.: Purely guessing.
18 Jeffrey Brown: Mm-hmm (affirmative).
19 Former Firetrace Exec.: ’12.
20 Jeffrey Brown: 2012?
21 Former Firetrace Exec.: ’12, ’13. Something like that.
22 Jeffrey Brown: Let me draw your attention back to this email, it’s FT_0159. This is
23 an email from you to Mark Cavanaugh. It’s Monday, April 1st, 2013.
24 This is still a string related to this, as you said, this event with some
25 heavy hitters. At the beginning there you say, “Unless there is
26 something in here that will directly benefit Firetrace, I’m hesitant to
27 reach into my personal pocketbook to fund/attend such an event.”
28 What would’ve directly benefited Firetrace?
29 Former Firetrace Exec.: The exposure. If somebody sees that Firetrace is there, would it
30 be nice to meet them? Would it be whatever. It would take, I think

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what I was expressing there, is that unless there's some unbelievable
reason to be here, I'm not reaching into my pocket for this event. And
at that time it was a year where we were not going to go ... if
appeared we are not getting bonuses, and if we're not getting bonuses,
I'm not going to have the money personally, and I'm not going to put
my money in this unless there was some reason, whatever it may be.

Jeffrey Brown: So when you say at the end, "Unless I have good reason to believe
such a donation will directly and immediately help Firetrace," you're
not donating unless there's an immediate assistance of some kind?

Former Firetrace Exec: Yeah. What I'm saying is that, I am not reaching into my pocket as a
matter of principle and going to spend more money unless somehow
somebody could show me that there's some kind of a benefit here and
there's no ... it would be landmark. It would be a miracle or
something like that, if somebody could come in and say, "Boy, I think
Mitch McConnell," I'm just picking on his name, only because it's the
only one I remember.

Jeffrey Brown: Right.

Former Firetrace Exec: That if Mitch McConnell, if you supported Mitch McConnell and he
saw that Firetrace was a supporter, he's going to like Firetrace. What
does that mean? Mitch McConnell can't do a thing for me. So, unless
you can prove that somebody has got some method which they can
help us, which I'm saying that because there isn't some method they
can help specifically help us, I'm not spending my money.

Jeffrey Brown: So when you say, "I'm not going to contribute unless there's a direct
and immediate help to Firetrace," can you provide an example of such
a method?

Former Firetrace Exec: No, I think what I'm saying is unless you can show me this is going to
happen, I'm not doing it. And I know they can't show me anything
that's going to meet my criteria, so I'm not going to spend the money.

Jeffrey Brown: Had anyone ever provided you or Firetrace with some sort of direct
and immediate benefits that would've helped the company?

Former Firetrace Exec: No. No. I think by the time we get out here, this is in '13 it looks like,
at least my personal desire to spend my own money to support
politicians who can't do anything for me, never have done anything
for me. I'm through with it. I think that was my level of frustration at
that point.
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1 No one’s ever helped us. So why am I going to continue to go to
2 rubber chicken dinners, much less an expensive one just because I
3 think he was head of the Senate. I think.

4 Jeffrey Brown: Mn-hmm (affirmative).

5 Former Firetrace Exec.: At that time I’m fed up with it.

6 Jeffrey Brown: Did you have something you were going to ask?

7 Helen Eisner: No, go ahead.

8 Jeffrey Brown: Is there anything that you thought we might talk about today that we
9 haven’t touched on yet?

10 Former Firetrace Exec.: I didn’t know what-

11 Jeffrey Brown: When I first called you.

12 Former Firetrace Exec.: When you first called me I had ... You made it somewhat clear that
13 you couldn’t tell me anything, so I had nothing to speculate about.

14 Jeffrey Brown: Mn-hmm (affirmative).

15 Former Firetrace Exec.: I continue to believe I know as much as the average person about
16 politics having lived through all of this stuff.

17 Jeffrey Brown: Mn-hmm (affirmative).

18 Former Firetrace Exec.: Had no idea where this was headed or what it was about, and told you
19 I know very little, had very little involvement. And, I think, you didn’t
20 lie to me and I didn’t lie to you.

21 Jeffrey Brown: Okay. Let me ask you in a different way then. In light of the emails
22 that we’ve shown you and the questions that we’ve asked today, is
23 there anything else that you’d like to discuss, or that you feel like we
24 should’ve touched on?

25 And the answer can be no, that’s totally fine.

26 Former Firetrace Exec.: I can’t think of anything that comes to mind, but I think, what this
27 refreshes is that as a small business, we wanted to be savvy to what
28 was happening, and we reached out to professionals whose advice we
29 probably at least wanted to hear.
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Jeffrey Brown: Mm-hmm (affirmative).

Former Firetrace Exec.: And, Firetrace, myself, Mr. Cavanaugh, we attended rubber chicken dinners or a cocktail party. Did we ever get anything for it? No. If there's a method in the federal system to get refunds for attending rubber chicken dinners or something, I wouldn't even apply for it because it was worthy of... to be at an event like that and just kind of chat with people.

I went to an event a year or two ago and had a chance to sit down with Condoleezza Rice and spend a half-hour one on one with Condoleezza Rice. That was remarkable. What an amazing, amazing woman. And it's probably been long enough that I remember telling her that, "If you would run for president you'd have my vote because you've got a level of common sense absent in Washington."

I have enjoyed over the years attending the occasional event just to be able to understand what makes people's minds tick in Washington.

But as I expressed in this last note, I never got anything from them. I didn't expect to get anything from them. And unless somebody can sure as hell prove to me why I should spend more money, unless you're a really interesting individual, I have no desire to participate in that.

Jeffrey Brown: Let me just ask you a couple quick questions, then we're going to wrap up. You said on a couple occasions, and you were saying that in reference to this last email we looked at FF_0159, you're not willing to reach into your personal... your wallet. Did Firetrace as a company, did they ever make any contributions?

Former Firetrace Exec.: No, it was my understanding that the companies can't do that.

Helen Eisner: Or have any type of political action committee themselves where they would have been able to-

Former Firetrace Exec.: No, Firetrace never did any of that. Anytime, if Dan Quayle said, "Hey, you going to be at Ben's event?" Or something like that, I reached in my own pocket. When it was... Whether it was Condoleezza Rice or I remember attending an event when Steve...

Oh, come on "Former Firetrace Executive"...

Steve Forbes, I think it was, was presenting a flat tax. And I don't know if he was running for anything. I don't even know other than I was curious to hear why his logic behind the flat tax and wanted to
make my own judgment whether it's valid or not. I mean, I would spend whatever it would've been, $1,000 to go to something like that.

But there was never an expectation of, "Gee, if I go to listen to Steve Forbes, my taxes are going to be cut," or anything like that. Even if a congressman told me, even if Steve Forbes said, "If you attend my event, I'll cut your taxes," I know he can't do it.

So if it was a personal favor for someone, "Hey Dan, yeah it's your son. I'll do something to help you." Or if it was, "Wow, I would like to meet Condoleezza Rice and just have a chance to chat with her."

Or Steve Forbes or something. Those were my motivations for reaching into my own personal pocket and writing a check.

Jeffrey Brown: Okay. You've mentioned a couple times that Mark Cavanaugh was sort of the point person on a lot of the legislative priorities here. Do you and Mark still keep in touch?

Former Firetrace Exec.: Very, very rare. When we sold the company in '15, I left. Mark stayed on and ran the company.

Jeffrey Brown: And you sold the company to who in 2015? Halma?

Former Firetrace Exec.: Halma PLC. A publicly traded British company.

Jeffrey Brown: Okay. And, you had earlier made it seem you left in 2013, but did you stay on in sort of an advisory role?

Former Firetrace Exec.: Well, I was originally chair... continued to serve as Chairman of the Board, and then I became Vice Chairman of the Board. Then I ultimately left the board when the company was starting to be sold. If you've never been part of a sale of a company, it is a stressful environment.

Jeffrey Brown: Mm-hmm (affirmative).

Former Firetrace Exec.: And at the advice of my doctor and more specifically my wife, it was time for me to retire from those types of activities. When the company was sold, I let the new owners know that I had a little to do with the formation of this company 14 or 15 years early. If I can help you in any way, I'm happy to do it. You want me to sit on the Board of Directors. I'm happy to do it. And they respectfully declined for any participation by me any further.

Jeffrey Brown: Okay.
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Former Firetrace Exec.: So I don't worry about that anymore. I play golf. I spend time with my children, grown children, and more specifically my grandchildren.

Jeffrey Brown: Okay.

Former Firetrace Exec.: I make miscellaneous investments and pretend I'm a big time hitter with my Big Elk Funding, which is nothing. And, today I come and-

Jeffrey Brown: Sit with the OCE.

Former Firetrace Exec.: Do my civic duty to come and talk to the two of you.

Jeffrey Brown: Which we-

Helen Eisner: Which appreciate.

Jeffrey Brown: We appreciate that. Absolutely. Just back to my original question though. You and Mark, do you keep up at all these days?

Former Firetrace Exec.: Like I said, very little. We... Our seats at the Phoenix Suns basketball games were about 20 or 30 people apart, so I would see Mark at a basketball game.

Jeffrey Brown: Mm-hmm (affirmative). Well, let me ask you-

Former Firetrace Exec.: Maybe since selling the company I do a great deal for charities in the valley and I will see Mark occasionally at a charity event.

Jeffrey Brown: Okay.

Former Firetrace Exec.: But, we don't get together every Friday for cocktails and my -

Jeffrey Brown: Okay.

Former Firetrace Exec.: I think one of the last times I even heard from him was to donate money to his son's football team.

Jeffrey Brown: Okay.

Helen Eisner: Mm-hmm (affirmative)

Jeffrey Brown: Well, you had mentioned to me earlier that sort of, Mark was the point person on a lot of this stuff and we've tried to get in touch with him and I'm just curious if I can confirm with you what I understand
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1. His contact information to be. Is he still at [REDACTED]

Former Firetrace Exec.: I think so, but I don't know for sure. Even in all the years we were in business together, I've been to his house once.


Form Firetrace Exec.: I thought it was [REDACTED] & [REDACTED]. Is he using something other than Firetrace?

8. Jeffrey Brown: I was told it was [REDACTED]. You haven't communicated with him on that email address?

10. Former Firetrace Exec.: I don't think so. I think I was using ... I think I was using his Firetrace. I'd have to go back and look at emails to see.

12. Jeffrey Brown: Okay. And do have a phone number for him?

13. Former Firetrace Exec.: It was very similar to mine. It was [REDACTED] and I don't remember the last four.

15. Jeffrey Brown: Do you have it?

16. Former Firetrace Exec.: [REDACTED]

17. Jeffrey Brown: [REDACTED]

18. Former Firetrace Exec.: And mine is [REDACTED]. That's quite frankly the only reason I could remember the first, what is that, six digits, is because it's identical to mine and I remember that from the good old days.

21. Jeffrey Brown: Yeah, we don't have to remember these anymore.

22. Former Firetrace Exec.: I know, and I don't know if it's accurate, did you say it was [REDACTED]?


25. Former Firetrace Exec.: That's what I have in here, but I have no idea whether that's current or not.

27. Jeffrey Brown: Okay. Final question I have for you is just, aside from myself and your wife, have you chatted with anybody else about our interview today?
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Former Firetrace Exec.: I keep an office at a company called ... Oh no I didn't even talk to them about this. When you called the first time I asked ... I called Mark and asked Mark what he knew about it.

Jeffrey Brown: Okay.

Former Firetrace Exec.: You know, what's going on? And Mark indicated that he had ... I guess you had tried to reach him or you spoke to him or something like that, and Mark didn't know any more than I knew. And, hence, this has evolved since then.

Jeffrey Brown: Okay.

Former Firetrace Exec.: But, my wife's aware of it.

Jeffrey Brown: What did you and Mark talk about when you called?

Former Firetrace Exec.: Well, that was right after you reached out to me and it was, "Mark, do you have any clue of what's going on?"

Jeffrey Brown: Mmm-hmm (affirmative). And did he-

Former Firetrace Exec.: And Mark had no clue of what was going on.

Jeffrey Brown: He had ... Did he indicate that he had received some correspondence from us?

Former Firetrace Exec.: I think he said he received a ... No, I think he said he got an email from you, and then did he talk to you on the phone?

Jeffrey Brown: We sent a letter and an email, and we haven't heard back from him.

Former Firetrace Exec.: Well, I think, let me think of how this went. I think I got an email from you first.

Jeffrey Brown: Mmm-hmm (affirmative). And you got a FedEx the next day.

Former Firetrace Exec.: Okay, if it was the next day, I lose track of time.

Jeffrey Brown: Part of my residual damage from my stroke is damage to the thalamus in my brain, and I can still do some complex things, but, if you want to wager $100 on what day of the week it is, without checking my phone, I probably can't tell you.

Former Firetrace Exec.: Okay.
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1 Former Firetrace Exec.: So I apologize, I don't remember the sequence, but I remember getting something from... I remember getting an email from somebody and thinking, "If you click on this phone number, you're going to be malware, phished, whatever," and I thought frankly, "Why would these people even be reaching out to me? This is some kind of scam. Look to see if they spelled something wrong or whatever."

8 I think I told you that on the telephone.

9 Jeffrey Brown: You did.

10 Former Firetrace Exec.: It wasn't until I think, I don't know if it was the same day we got the letter, or you called me or whatever-

12 Jeffrey Brown: I believe you got a FedEx the next day and then you called me right after you got the FedEx.

14 Former Firetrace Exec.: Okay. I think the FedEx to me indicated that maybe this is real. That's why I called you.

16 Jeffrey Brown: That's what you indicated to me on the phone. Had you talked to Mark before that or after that?

18 Former Firetrace Exec.: I think it was after that. I don't... I apologize, I don't remember for sure.

20 Jeffrey Brown: Mm-hmm (affirmative).

21 Former Firetrace Exec.: Like I say, it was right around there and it was like, "Mark have you got any clue of what's going on?" And Mark said, "They're trying to reach me too, I have no idea," and I think... I got the impression that maybe his attitude was, "I've got a million things going on in my life right now."

26 Jeffrey Brown: Mm-hmm (affirmative).

27 Former Firetrace Exec.: And I think, no disrespect, but he put you guys at the bottom of a million things going on. He, I believe, to be a very busy guy.

29 Jeffrey Brown: Okay.

30 Former Firetrace Exec.: As a minimum, I know that his daughter is an excellent volleyball player and she travels all over the United States playing volleyball.
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Jeffrey Brown: Okay.

Former Firetrace Exec.: Specifically sand volleyball in the summer. And, I mean, I'll be honest with something else too. Not that I was being dishonest. We talked about his address. I don't know if he's there in the summer. I think he goes and lives someplace in California.

Jeffrey Brown: Okay.

Helen Eiser: When you talked on the phone, did you talk at all about Representative Schweikert?

Former Firetrace Exec.: No.

Helen Eiser: Okay.

Former Firetrace Exec.: I had no idea whatsoever what this was about, and because Mark is more in tune with Washington in general, I thought he'd fill me in. Jeff couldn't fill me in, so I thought Mark knows everything about that stuff and he'll fill me in and he knew nothing either.

And, away we go.

Jeffrey Brown: Did you talk about any other members of congress or anything-

Former Firetrace Exec.: We didn't talk about Schweikert, or Flake, or, I'm trying to think of other names. McCain. We didn't talk about anybody. It was, you didn't tell me who it was in regards to, and so my question to Mark is, did you get this? Do you have any clue what this is all about?

He had no clue. I drew the impression from him that this was the lowest thing on his list of many priorities. And I indicated to him that, I'm retired, I'm a nobody anymore. And, if I have the time and it can work out, exactly as I shared to you, if I have the time, I have absolutely nothing to hide. There's nothing that we ever did that was illegal, inappropriate, or anything else. I would go do it.

Jeffrey Brown: Has anybody reached out to you about this interview?

Former Firetrace Exec.: No.

Jeffrey Brown: Nobody from Congressman Schweikert's office or... no lawyers associated with Firetrace?

Former Firetrace Exec.: No sir.
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1  Jeffrey Brown:  Okay.
2  Helen Eisner:   I think that's all we have.
3  Jeffrey Brown:  Thank you. We really appreciate you taking the time to sit with us today, and with that, I think I'll end the recording.
4  Helen Eisner:   Great.
5  Former Firetrace Exec.:  Thank you.
### ERRATA SHEET

<table>
<thead>
<tr>
<th>Page</th>
<th>Line</th>
<th>Correction</th>
<th>Reason</th>
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<td>3</td>
<td>23</td>
<td>Last word should be &quot;in&quot;</td>
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<td>35</td>
<td>15</td>
<td>Should note that Jeff suggested I look at my contacts in my phone to locate Mark's information. I did this at Jeff's suggestion. Had he not suggested to do so, I would not have had or known Mark's contact info.</td>
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This errata sheet is submitted subject to 18 U.S.C. § 1001 (commonly known as the False Statements Act).

**Witness Name:** [Redacted]

**Witness Signature:** [Redacted]

**Date:** 7/8/18
EXHIBIT 9
Transcript of Interview of
“Former Financial Administrator”
January 23, 2018
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Subject to the Nondisclosure Provisions of H. Res. 895 of the 110th Congress as Amended

Jeff Brown: Good morning, this is Jeff Brown with the Office of Congressional Ethics. With me is Paul Solis. Before us is “Former Financial Administrator”. Today is January the 23rd. It’s a little after 8:30 a.m. We are in the Cannon House Office building. “Former Financial Administrator’s” been given the copy of the False Statements Act. With that, we’ll get started.

You were previously employed with Representative Schweikert. In what role were you employed with him?

Former Fin. Admin.: I was the financial administrator.

Jeff Brown: Okay. What years were you the financial administrator?


Jeff Brown: You work for others on the Hill?

Former Fin. Admin.: Yes.

Jeff Brown: Who else do you currently work for?

Former Fin. Admin.: Currently, I work for Congresswoman Ann Wagner, Congressman Gus Bilirakis, Congressman Evan Jenkins, Congressman Lloyd Smucker, Congressman Clay Higgins, Congressman Mo Brooks, Congresswoman Claudia Tenney and Congressman Ryan Costello.

Jeff Brown: And your role and your title with those individuals is what?

Former Fin. Admin.: Financial administrator, financial director for all of them except Congressman Costello. For Congressman Costello I handle his academy liaisons. And I also do that for Congressman Smucker along with the financial side.

Jeff Brown: What’s an academy liaison?

Former Fin. Admin.: Basically I handle all the service academy nominations for two congressional districts.

Jeff Brown: Okay. Are there other individuals that you used to work for that you no longer work for?


Jeff Brown: Okay. You said it was approximately January 2017 that you stopped working for Representative Schweikert?

Former Fin. Admin.: Yes.

Jeff Brown: Okay. What were the circumstances under which you left that office?
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Former Fin. Admin.: I had a conversation on the 30th of December of 2016 over the phone. When Oliver Schwal said that I had scanned things incorrectly and behaved unprofessionally for 24 hours. So my time in the office would be ending January 31st, February 1st.

Jeff Brown: Okay. Do you know what he was referring to when he talked about an unprofessional 24 hours?

Former Fin. Admin.: I was a little blindsided. The scanner that I normally use was not working for about a week. So I took photos and sent the photos as scans. I'm not exactly sure. He was in meetings off the Hill and out of D.C. at the time. And said that because he received these texts, it interrupted him and was unprofessional.

Jeff Brown: What were the documents that you were testing?

Former Fin. Admin.: The documents, I don't think there were any vouchers. There were some paid interns that wanted to be on January 2nd. I had made the mistake, I thought that we could turn things in that Friday the 30th and still do the two day E-Verify onboarding. But, because of the holiday they wouldn't be able to get on until the 3rd. So, I had found this out a couple days prior and I tried to scan things with correct dates.

Jeff Brown: And you said that you and Mr. Schwal had a conversation which he expressed displeasure. Do you remember anything else about exactly what was discussed in that conversation?

Former Fin. Admin.: Yes, I do.

Jeff Brown: Can you elaborate?

Former Fin. Admin.: He mentioned that there were ... I actually wrote a replying memo to him. I don't know if you have that information?

Jeff Brown: We'd certainly take it, if you have a copy.

Paul Solis: Yeah, if you have a document.

Former Fin. Admin.: So we discussed the payroll authorization forms. I said I took responsibility for not submitting the payroll authorization forms to those interns last week. And explained the situation, but said I take responsibility. He brought up amounts of water, modular furniture and technology that the office had purchased. And said that there was $40,000 combined in these items in the cage. To my knowledge, I've only been in the cage maybe once.

Paul Solis: What's the cage?
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Former Fin. Admin.: The cage is essentially a storage unit. Sort of like, across from here there's storage units. And I pulled up my files. Water, that's spent approximately $1200 to $1450 a year. The modular furniture, here about $7,000 and I did not know that any of that was in the cage. Part of my job, I don't have an office per se. I do hang out in one office where I do most of the hard copy work. But then I visit each office. Then I, with the technology ... I said to you before I came, there was about $13,000. About $10,000 in 2015. But that actually wasn't spent 'til 2016. So, I don't have any of this technology. And that's technology that has to be signed off by the member or representative.

Jeff Brown: What conversation prompted you to respond about water, modular furniture and technology?

Former Fin. Admin.: Because he brought it up and said we had this waste. I went to the cage and there's $40,000 worth of items in there.

Paul Solis: Is this all in the same telephone conversation?

Former Fin. Admin.: This is all in the same telephone conversation. That's 7:26 p.m.

Paul Solis: On December 30th.

Former Fin. Admin.: He also said that Representative Schweikert did have some budget concerns. And that Representative Schweikert, it's a house budget. I would say it was okay, here's some information. And he being Oliver, expressed to me that every time I left the office he would have to have an hour or two conversation with the Congressman to calm him down. Which I was not privy to prior to this conversation.

Paul Solis: You had budget responsibilities in the office then? Can you describe them?

Former Fin. Admin.: I had budgeting responsibilities to advise the member / Chief of Staff to say, here's what's happening with your budget, here's where you're headed to go over, here's where you want to ... Here's what it is month to month. Obviously, that budget would change throughout the year. Predicated on the needs of the office and how the office use things. My job was to make sure that they didn't go over budget. So that the Congressman did not have to write a personal check.

Paul Solis: Did you have authority to make purchases or expenditures?

Former Fin. Admin.: The only thing would be probably once or twice I did get some office supplies that I used for my job. Which would be for the office. A lot of shared staffers for example, my phone is paid for by one office, my laptop is paid for by another office. So there's the shared cost. During that I think,
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I'd say probably no more than 6 vouchers, but I don't even know if they were that many vouchers that I put office supplies on.

Jeff Brown: To your knowledge, was Representative Schweikert aware of – Let me rephrase that. What was Representative Schweikert's involvement in your termination?

Former Fin. Admin.: I do not know.

Jeff Brown: Have you had any conversations with Representative Schweikert since December 30th, 2016?

Former Fin. Admin.: I've seen him in the hall once or twice and we've exchanged pleasantries, but no real conversations.

Jeff Brown: I want to follow up on something Paul asked just a second ago. You were explaining some of your budgetary responsibilities, but your role as financial administrator, can you just walk us through exactly what that meant in Representative Schweikert’s office?

Former Fin. Admin.: Sure. So in that office, my job was to do the vouchers, do the payroll authorization forms and have them signed off by authorized folks. If ... I also offered the services of helping with parking, would be working with the parking office, ID services, and different things like that. And I did, if there were ethics questions, I talked with people in ethics. Here is some information because there were questions about some whiteboard paint in the office. I did read an article about a month and a half ago.

Jeff Brown: Okay.

Former Fin. Admin.: And I knew there were conversations about Arizona travel during the Super Bowl, and there were some things in the article to which I was not privy that I was surprised to learn in the article, as well as training.

Jeff Brown: Before we get to the article, I would like to ask you just a couple more, sort of more background questions about the office, and then I would like to add some more detailed questions about that. How much time did you physically spend in Representative Schweikert’s office?

Former Fin. Admin.: My normal schedule is to come in on Tuesdays and Thursdays. When I do my rounds, I'll go to each office and it could be five minutes, it could be 15... I would say at the outside, 30. If someone's not there to sign, I would come back. But let's say 30 minutes or so a week.

Jeff Brown: And I should have asked this follow-up question earlier, but what sort of... Percentage-wise, it sounds like vouchers and budgetary issues were
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1 sort of the primary responsibilities in Representative Schweikert's office.
2 Percentage-wise, were those the largest issues you worked on?
3
4 Former Fin. Admin.: Those were the largest issues. Yes.
5
6 Former Fin. Admin.: And approximately how much time were you spending on those sorts of
7 issues?
8
9 Former Fin. Admin.: For that particular office?
10
11 Jeff Brown: Mm-hmm (affirmative).
12
13 Former Fin. Admin.: Probably 80, 85 percent.
14
15 Paul Solis: And just going back to the budget, you had a sort of consulting
16 responsibility, and so you would apprise Representative Schweikert and
17 Mr. Schwab about the status of things, right?
18
19 Former Fin. Admin.: Right. I would say for the Congressman, he would say, 'Hey, how are we
20 doing? Are we spending too much? Is Oliver spending too much on office
21 supplies?' Or, it would be more conversational than . . . I don't know if I
22 ever really sat down with the Congressman to go over the budget. There
23 was one time that he asked that I provide a sort of table of how does his
24 office stack up with my other offices on certain things, which I did,
25 naming the other offices as A, B, C, D, et cetera, and just sort of saying
26 here's where you are in reference to personnel, in reference to travel.
27
28 Jeff Brown: When was the conversation, roughly?
29
30 Former Fin. Admin.: I think this has the date on it. Okay, I would say beginning of 2016
31 because I have 2015 totals and projected totals for 2016. So January,
32 February 2016; I can check my work document.
33
34 Jeff Brown: No, that's fine. You've mentioned Representative Schweikert and Mr.
35 Schwab as individuals that you've interacted with regarding your
36 responsibilities. Was there anybody else in Representative Schweikert's
37 office that you worked closely with?
38
39 Former Fin. Admin.: Beau Brunson, who was the Deputy Chief of Staff.
40
41 Jeff Brown: And can you talk a little bit about what Beau's role was, or what sort of
42 working relationship you had with Beau?
43
44 Former Fin. Admin.: I had a good relationship with him until he was terminated in the fall of
45 2016, or end of two thousand . . . Oliver changed plans on when he would
46 terminate folks, so I know he had conversations with me about changing
47 Beau's job description, changing his salary in the fall. And I think one plan
48 was to have him work through 2017 partially for the office and take the
Jeff Brown: What did you know about Beau's departure from the office or termination from the office?

Former Fin. Admin.: I know that Oliver practiced what he wanted to say to Beau on me. He came into the Pitts' office and said... We had a conversation in person, in the Pitts' office and we had a... I know we had at least one conversation over the phone because I travel for my other, the academy side of the job, so I know we had a phone conversation. I remember sitting in a parking lot, listening to "Here's what I want to say to Beau." Until my termination, I thought I had a good relationship with the office and all the staff in the office. I don't think I've answered your question.

Jeff Brown: That's okay.

Former Fin. Admin.: Because... Oliver, on several occasions, asked me to fill out termination paperwork for himself for in a month, or six months, or a year, and then, or... "No, do it now," and then, "No, I'm not going to do it." And he did the same thing with Beau starting that fall. I think it was three different termination dates that he had me prepare within two or three months. Oliver spoke with me and sort of went over 'here's what I want to say'.

And I know he had one meeting with Beau, and then I believe a... I don't know if he had a second meeting, but then from what I understand, he basically told Beau to not show up to the office for several weeks.

Jeff Brown: Do you know what prompted that?

Former Fin. Admin.: I can tell you what Oliver told me, but I'm having concerns because looking back, he had these conversations with me about Beau and then he used similar language about my performance. So I don't know if what Oliver said was correct. Do you understand what I'm saying? Oliver told me that Beau was unprofessional, that he sat at this desk and didn't do anything and that after he left, that there was a breath of fresh air in the office and people were doing much better. Because I was not in the office all day, every day, but only 15 minutes, half an hour, couple times a week, I don't know if that's true, and I know that during my time in the office there were a couple occasions where I prepared termination paperwork for several months from the date that I was asked to prepare it. So, I don't know if this was like the M.O. of... What Oliver said to me was that for several times before, I guess he had a falling out with Beau. "Beau or Estina, myself, Oliver. We're the ones that are going to stay, and who leaves? Beau's like a brother to me." So I was a little surprised when he then started saying that Beau was unprofessional, and wasn't doing his job.
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1 Jeff Brown: That isn't something you heard before that point in time, the fall of 2016?

2 Former Fin. Admin.: That's correct.

3 Jeff Brown: We've sort of touched on this, but I want to make sure that I get answers to these questions. In Representative Schweikert's office, did you have involvement with travel reimbursements?

4 Former Fin. Admin.: Yes, that's vouchers.

5 Jeff Brown: Okay.

6 Former Fin. Admin.: And doing the paperwork, not approving.

7 Jeff Brown: Okay. Were there any office policies and procedures that you were aware of with respect to travel?

8 Former Fin. Admin.: I'm not sure. Can you expand on that question?

9 Jeff Brown: Sure, were you aware of any either formal or informal guidelines that staffers needed to abide by when they were planning travel or seeking reimbursement for travel?

10 Former Fin. Admin.: I know normally they seem to prefer people who use rental cars versus mileage, there wasn't that much mileage in the office. I don't think there was anything written, to my knowledge.

11 Paul Solis: Limits on spending, per diem rates, anything like that?

12 Former Fin. Admin.: What I say to all my offices is each office is its own little fiefdom. You really should have an employee manual. Not all of the offices have that. From my understanding, the office did not have an employee manual. I know I had several conversations to say this would be a good thing to do. I'm trying to think if during the end, like LAs had to have travel approved by Beu or Oliver, but that approval was never given to me as part of the packet of here's the travel reimbursement that we want you to do the voucher for.

13 Paul Solis: Do you know if anybody approved of Oliver's travel?

14 Former Fin. Admin.: I know we had several conversations of how much travel are you doing so that I can help budget how much you're going to be spending for planes. do you know how many times are you going to go out to Arizona? How much overall do you think you plan to spend on each trip and things like that, but I, as Chief of Staff, I think either he or David would have final say, but I don't know if he went to the congressman or not to seek approval.
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Jeff Brown: Did Representative Schweikert have any involvements in travel approvals generally that you're aware of?

Former Fin. Admin.: I don't believe so.

Jeff Brown: And what makes you say that?

Former Fin. Admin.: He was, as I said, each office is its own fiefdom. I have some members where I sit down with them quarterly, personally, and go over the budget with them and their Chief of Staff, and here's where you're spending. I never had any of those conversations really one-on-one, let me sit down and talk with you. It was all just sort of how are we doing and there would be other staffers in the office as well. So there really wasn't private one-on-one conversations. I honestly don't know.

Jeff Brown: In Representative Schweikert's office, did you ever deal with mixed purpose trips?

Former Fin. Admin.: A couple times with the travel card. Oliver said hey, I accidentally put this on the travel card, I should have put it on personal. I need to write a check to Citibank. That happened on a couple of different occasions.

Paul Solis: So although that could also potentially by mixed purpose what we...

Former Fin. Admin.: Right, you mean political versus.

Paul Solis: Right, right.

Former Fin. Admin.: I did not know, until I read that article, that Oliver had his own consulting shop. That was news to me when I read the article. I knew, like many Chiefs of Staff, he did both official and political things for the member, as many do, but I was, when I read that in the article, I did not know about that. So, things were shown to, things were presented to me as I'm going out for official business for the congressman, for the office.

Jeff Brown: Did you ever discuss, relative to Mr. Schwab's travel, that he may be doing campaign work out in the district as well?

Former Fin. Admin.: I don't think so, but if I did, I probably said, as I say to my other Chiefs, if you aren't sure if it's political or official, charge it to the campaign.

Jeff Brown: Did staffers in Representative Schweikert's office, ordinarily rent cars when they went out to the district?

Former Fin. Admin.: Yes, yeah.

Jeff Brown: Did you have involvement in Representative Schweikert's office with office supply reimbursements?
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1 Former Fin. Admin.: Yes.
2 Jeff Brown: Okay, and just generally, what was your role?
3 Former Fin. Admin.: Generally, I would get the information from the staffer, I would check to
4 make sure that it was office supplies versus food and beverage or
5 something personal, and there were a couple times when I was like, okay,
6 this is something you can get from downstairs or this is something you can
7 get from like a shelf or cabinets or whatever you get from office
8 furnishings. I would suggest getting it there cause you can get things for
9 free.
10 Jeff Brown: Do you know if Representative Schweikert's office had any policies and
11 procedures regarding the purchase of office supplies? Either formal or
12 informal.
13 Former Fin. Admin.: I mean I know when I was asked, I would say, if it's under $500 you don't
14 have to get the TSR approval on things, but it was more here's what's been
15 bought. Have it be reimbursed.
16 Paul Solis: What was TSR?
17 Former Fin. Admin.: TSR, Technology Services Representative. If you buy a TV, a 60-inch TV
18 4G that's $1,000 or you're getting laptop computers or things like that.
19 They have to sign off on certain items before they can be purchased. A lot
20 of times you can do a purchase order through CDWG or something like
21 that versus going out to Best Buy.
22 Jeff Brown: Was there an individual in Representative Schweikert's office that would
23 have been primarily responsible for purchasing office supplies for the
24 office?
25 Former Fin. Admin.: I would say that Oliver took it upon himself to make a lot of non-office
26 supply store purchases.
27 Jeff Brown: Did Representative Schweikert have any involvement in office supply
28 purchases?
29 Former Fin. Admin.: I don't think so.
30 Paul Solis: When you say non-office supply purchases, are you referring to the House
31 office supply store?
33 Jeff Brown: Did Representative Schweikert have any involvement in office supply
34 spending?
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Former Fin. Admin.: He would joke that Oliver was spending a lot, but I don't think he ever said . . . The only thing, maybe the whiteboard paint. I don't know whose idea that was to have the whiteboard paint. That I'm not sure of.

Jeff Brown: You just mentioned that Representative Schweikert would joke about the amount of money that Oliver was spending on office supplies. Can you elaborate on that?

Former Fin. Admin.: He would basically say, "Hey, is Oliver spending a lot?" Joking around, but he did not ask specifics.

Jeff Brown: Would these conversations happen with any degree of frequency?

Former Fin. Admin.: I didn't see the Congressman that much. I'm trying to think. I probably saw him once or twice a month, so probably had six or seven interactions over the time that I was there but nothing . . .

Jeff Brown: Regarding office supplies, six or seven interactions? I'm trying to figure out how this became a joke.

Former Fin. Admin.: I think it was a joke before I got there. I know I said, "Hey, do you have Amazon on speed dial?" Pens, buy them in the office supply store. These pens are so much nicer, and they're cheaper. These are the ones that the office really likes. These are conversations that I would more have with Oliver. I would be like, "Oliver, come on, you can get pens down at the office supply store. Why are you getting them from Amazon, or different lamps, or what not?" These ones are nicer, and these ones make it look . . . I did on several occasions have email conversations with all my chiefs after the whole Aaron Scock Downton Abbey look. If you can buy a flatbowl and have Goldie that's going to live a week, that's office furnishings but don't go and buy a tank that's a $1,000. My advice was always if this is on the statement of disbursements and a reporter looks at it, what is it going to look like in the paper and how is it going to reflect on a member? I had a number of email conversations with all my chiefs. Hey, this is okay. That's not okay. If you have questions, let me know because I can check with finance, or I can check with ethics.

Jeff Brown: Did you have a role in Representative Schweikert's office in education reimbursements?

Former Fin. Admin.: After the fact.

Jeff Brown: What do you mean by that?

Former Fin. Admin.: I wouldn't say education. I would say training because I would talk about ethics training and starting in November saying, "Look, everyone has to do their ethics training before the end of December. Here's where to go."
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You can do it in person if you haven't done that. If you were a new hire
you have to do it once a year, once a second hour for senior staff. I
received an email in late October of 2016 from Oliver saying he wanted to
do double check. In 2015 I had another office that had done training that was
a quarter of the cost. Normally, training for the office would be... On a
staff retreat they would have someone come in, and that would be the
training expense. It would be one expense a year, or it would be $50 to
have a course at the Library of Congress. When I received that email it
said it may be allowed in the future if it primarily benefits the office rather
than the individual. I told him that because I had another office the year
prior want to do a training for a staffer that was a couple thousand dollars.
I had checked with finance, and they said, "It can't be training that benefits
the staffer. It has to benefit the office."

Jeff Brown: How much did this one cost, if you could estimate based on your ...?
Former Fin. Admin.: I know here it was a lot. After we had this email conversation we had a
conversation in person. He said, she said. He says that we discussed this in
the summer. I do not recall that conversation because I think it was $7,000
or $8,000. That big of a number I would have said let's make sure. Let's
get the sign off from finance or CHA or ethics first.

Jeff Brown: Do you handle training? Are you involved in training reimbursement for
other offices?
Former Fin. Admin.: Yes, but I will say I've had the one in another office that was a couple
thousand dollars that we had all the paperwork back up before. The money
was reimbursed to the program, not to the staffer. The program was paid.
The staffer was not paid except for reimbursements for the hotel then.
Other than that I've had a couple that, like I said, were Library Congress
training. Leadership Constitute would come in or Mark Strand and there's
another. I'm trying to think of the other guy that would come in to train the
whole office on staff retreats.

Paul Solis: What about universities? Harvard University? Other universities? In your
experience, any reimbursement to staffers for trainings at universities? Is
this the only one?
Former Fin. Admin.: This-
Paul Solis: Is this the only one, in your experience?
Former Fin. Admin.: In my experience, yes.
Paul Solis: Okay.
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Jeff Brown: You mentioned something either about traveler accommodation ... Did the reimbursements related to this course at Harvard include travel, food, accommodation, anything like that?

Former Fin. Admin.: I know I tried to get ... From the end of October till end of December, I think, when it ... December or January of 2017 when it was finally submitted, I tried to get information and had him fill out the information for it. I don't know off the top of my head what all ...

Jeff Brown: What was your-

Former Fin. Admin.: Because the other training was, this is the cost of the course and that was paid to the folks that ran the course. And then the way that course was run, it was run over a year. I think it was like seven or eight different times during the year that folks from that state would go and they would stay overnight, and so it would be a reimbursement for the night for that particular staffer and the mileage for that particular staffer. But the course itself-

Jeff Brown: Were you involved in the ultimate processing of this Harvard Kennedy School reimbursement?

Former Fin. Admin.: I know I turned information in. I think there were questions by Finance, so I don't know if the ultimate one was when I was there or after I left. I-

Paul Solis: You don't know ... Did Oliver Schwab receive money from the House of Representatives reimbursed for that expense?

Former Fin. Admin.: I don't know because by the time I was able to get the information from him it was end of December. Whether or not he actually got reimbursed, I don't know because the beginning of ... end of December, beginning of January, I was no longer point of contact for the office with Finance so I don't know.

Paul Solis: Okay. This is October 29th, 2016, 5:10 PM. He's explaining to you how this was based on benefiting the office as opposed to the individual. A minute later at 5:11 PM on the 29th of October 2016, you responded "Yes on all counts." Are you approving the reimbursement there?

Former Fin. Admin.: I was saying, from what he told me, it looked like it fit, that this would-

Paul Solis: Then what happened next? Did you turn in paperwork to the Office of Finance?

Former Fin. Admin.: I turned in paperwork to the Office of Finance but I don't think it was immediately after that because it took some time for him to-
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1  Paul Solis: Did the Finance Office ask you any questions about the reimbursement request?

2  Former Fin. Admin.: I think they did. I think I probably put this with the-

4  Paul Solis: You might have those emails?

5  Former Fin. Admin.: I might. I will say I don't know if they were emails or if they were phone conversations. I worked for one office for 20 years and was told that I didn't have to backup the files for several weeks. After he left, because I was a shared staffer, January 3rd about noon, 2017, 20 years of files disappeared. It took about three weeks for them to get everything back. I know, because of the storage limit on my computer, I delete a lot of stuff. However, I'm sure it's somewhere in the Cloud. IT people can get it. I can check and see-

13 Paul Solis: Okay. Well, maybe we'll talk about that at the end. When you responded to him, "Yes on all counts," did you talk to Representative Schweikert about this reimbursement request by Oliver?

16 Former Fin. Admin.: No, because I looked at what he wrote. That, to me ... I said "It has to benefit the office." He says "Yes, it benefits the office. Here's how," okay. So I don't think I talked with Representative Schweikert about this-

19 Paul Solis: Any other-

20 Former Fin. Admin.: ... at all.

21 Paul Solis: Any other educational or training reimbursement requests by Mr. Schwab during your time in the office?

23 Former Fin. Admin.: I don't think so.

24 Jeff Brown: How about by other staffers?

25 Former Fin. Admin.: I know that there was like a conference up in New York for ... I'm trying to think who it was for. I mean, there were a couple small conferences but-

27 Jeff Brown: Did you ever-

28 Former Fin. Admin.: ... nothing-

29 Jeff Brown: Did you ever remember any reimbursement requests for a Stanford-related educational course?

31 Former Fin. Admin.: I do not.

32 Jeff Brown: Okay. How about Johns Hopkins?
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Former Fin. Admin.: Maybe. I don't think it was ... If it was, it wasn't brought to me as a
training course, it was brought to me as "I attended a conference." so
not ... This isn't educational, this is a training course but this is a
STAFFDEL. But part of my job, I will visit the service academies. There
are other Congressional staffers there but nor-

Jeff Brown: Why does Johns Hopkins ring a bell?

Former Fin. Admin.: Well, Johns Hopkins rings a bell because I live in Baltimore, because
there's a service academy student who is not nominated who there's a tie-
in with the Hopkins-

Jeff Brown: But you don't remember Johns Hopkins relative to any staffers in
Representative Schweikert's office?

Former Fin. Admin.: Off the top of my head, no. There could have been but-

Jeff Brown: How about the Naval War College, do you remember anybody seeking
any reimbursements for Naval War College courses?

Former Fin. Admin.: I know that Oliver ... I think he was part of the Merchant Marine, so he
mentioned taking courses there but I don't think he asked for
reimbursements for those courses. If he did, it wasn't presented that way to
me.

Jeff Brown: Okay. Do you recall if there was any sort of office policy and procedure
regarding education or conference reimbursements in Representative
Schweikert's office?

Former Fin. Admin.: I think as long as it was approved by Deputy Chief, Chief of Staff, it was
okay.

Jeff Brown: I'd like to show you a couple documents, and then I'm going to ask you
just a few questions about that. And I should say you may or may not have
been involved in the processing of some of these documents, but I'm going
to ask some more general questions about it. So take your time if you want
to look at it, but I just have a couple very specific questions. First
document I'm handing you is CAO_0003 through 10. Can you just
generally tell me what this document is?

Former Fin. Admin.: It's a travel card Cribbank statement for the month of January 2015, mostly
plane flights.

Jeff Brown: Okay, and the front page?

Former Fin. Admin.: The front page is the voucher cover sheet.

Jeff Brown: Okay. Do you recognize that signature?

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1 Former Fin. Admin.: It's an authorized signature.
2 Jeff Brown: Do you know whose signature that is?
3 Former Fin. Admin.: I know it's David Schweikert's signature. I can tell you David Schweikert... I don't think he actually signed any voucher forms while I was in the office.
4 Jeff Brown: Okay. Tell me more about that. Why do you think that he didn't sign any voucher forms?
5 Former Fin. Admin.: Because, most members don't. It's an authorized signature. So normally it's someone who's authorized... chief of staff, deputy chief of staff, some offices have a stamp.
6 Paul Solis: Mm-hmm (affirmative)- Do you know if that's a stamp?
7 Former Fin. Admin.: I don't believe that's a stamp.
8 Paul Solis: That's somebody signing his name?
9 Former Fin. Admin.: Yes.
10 Paul Solis: In your experience, who signed Representative Schweikert's name?
11 Former Fin. Admin.: Normally either Oliver or Beau.
12 Paul Solis: Any occasion where there would be somebody besides those two signing his name?
13 Former Fin. Admin.: Yes. If they weren't accessible, I would ask if somebody else could sign and say, "You know, here's what it is."
14 Paul Solis: So Beau and Oliver had authorization from Representative Schweikert?
15 Former Fin. Admin.: As far as I know, yes.
16 Jeff Brown: Do you know what the process was by which they received that authorization?
17 Former Fin. Admin.: No.
18 Jeff Brown: How does that work in other members' offices? Is it similar? Is it different?
19 Former Fin. Admin.: Pretty similar. I mean, you know.
20 Jeff Brown: I'm going to hand you one of the documents, CAO_0011 through 26.
21 Again just generally, what is this document?
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Former Fin. Admin.: This is a reimbursement for Oliver Schweb for travel January 2015 to, I think, end of February. As well as the ... yeah January, February.

Paul Solis: Just generally, what role would you have in creating this voucher cover sheet? If any?

Former Fin. Admin.: I would normally do the voucher cover sheet. For example, here he had put meals when it wasn't meals, it was meeting with constituents. So I crossed that off and made the change.

Paul Solis: But the approval for these expenditures, would that have occurred prior to you creating that cover sheet? Would Beau or Oliver approve the expenses or the reimbursement requests and then give the paperwork to you to process? Is that how it would work?

Former Fin. Admin.: I would create the cover sheets. And then they would be signed. But I believe that the items to which I would make the cover sheet were approved.

Jeff Brown: You would prepare the forms as it goes to the staffer who is seeking reimbursement?

Former Fin. Admin.: I would prepare the top forms.

Jeff Brown: Okay.

Former Fin. Admin.: Yeah, most finance folks do this. They would prepare the travel reimbursement form.

Paul Solis: With the accompanying receipts and documents?

Former Fin. Admin.: With the accompanying receipts. There were some times ... like this one, I can tell you, Oliver would prepare because sometimes I would prepare for folks if they weren't sure exactly how to do it. They would give me the receipts, I would fill this out, they would sign it. But I can tell you because this doesn't have the code for the office, I did not prepare this.

Paul Solis: That is CAO_00316?

Former Fin. Admin.: Yes. Because of the office code, I would have put that on. A lot of the folks wouldn't know what the office code is, so. Or they may not know their staff employee number.

Jeff Brown: So let me hand you one more document. This begins CAO_0062 through 76. And I just want to draw your attention to the fact that the signature line at the bottom says, "Member, chairman, officer, other approver signature." Which is different than "Authorized signature."
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Former Fin. Admin.: That's because in October 1, 2016, the voucher cover sheet changed. That was something that the CAO made the change for that. And they also changed the expense reimbursement form. If you look at this expense reimbursement form, and that one, they're different. Because that started October 1, 2016.

Jeff Brown: Did that change in form come with any change in guidance about who needed to sign these documents?

Former Fin. Admin.: The voucher preparer needed to sign, and then still the member chairman authorized signature. But the voucher preparer, we were certify six that the voucher was prepared. You can see the difference in certifications. This signature certifies six.

Paul Solis: What is six?

Former Fin. Admin.: Six is, this voucher was prepared according to the voucher documentation. And that change happened October 1. There were a number of changes to ... it used to be that if you bought something online, you had to have someone else sign to say, "Yes, that is in the office, you didn't buy it for personal use." That was anything that was purchased online had to be signed by a third party.

Jeff Brown: What sort of procedures were in place in Representative Schweiker's office to ensure that staffers were only reimbursed for legitimate expenses?

Former Fin. Admin.: I think believing in integrity of the staffers.

Jeff Brown: I guess I should ask, then walk me through the process from expense happens to reimbursement occurs.

Former Fin. Admin.: Expense happens, staffer submits the expense report to me with appropriate receipts. If there weren't appropriate receipts they would say, "Here's what..." if it wasn't an itemized receipt, "Here's why it wasn't an itemized receipt." Prior to October 1, the Office of Finance was a lot more lenient. They now, if you do not have the missing receipt, you have to put in, "Here's what it was. I bought a ham sandwich, a soda, etc." If I would see alcohol, I would cross off the alcohol and change the amount that was being reimbursed. It would go to me. I would do the cover sheet. I would take it for a signature so that there would be somebody else looking at it and approving it.

Jeff Brown: So there would generally be two individuals, aside from the staffer who was seeking the reimbursement, that would review any reimbursement request?
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Former Fin. Admin.: Yes. Although sometimes Oliver signed for himself so in that case...

Jeff Brown: In that case, it would be Oliver and yourself?

Former Fin. Admin.: I would look at it and say, "Hey..." if there was something, I would say, "Okay, show me the pencils." Or "Show me the lamp." Or show me whatever it is, so that I knew that it was in the office.

Jeff Brown: In your opinion, was there appropriate oversight on the spending practices in Representative Schweiker's office?

Former Fin. Admin.: Each office is its own fiefdom. How they want to run their office is up to them. I can advise, I can say, "If this shows up, how would the newspaper handle it?" If your office, if the member is okay with that... But I can't force them to not seek reimbursement for something unless it's something like alcohol or...

Jeff Brown: Recognizing all that, did you feel like they had the appropriate controls in place?

Former Fin. Admin.: I don't know. Each office is different.

Paul Solis: How was this office different in regards to spending habits than other offices you worked in?

Former Fin. Admin.: I have some offices that they use their personal cars. They have maybe one or two rental cars a year. This office, there were a lot more rental cars. I have some chiefs of staff that don't travel to the district that much, so there's very little travel or flights apart from the member.

Paul Solis: Mr. Schwab traveled more to the district than other chiefs you worked with, or less, or the same?

Former Fin. Admin.: I would say more for someone who is based here in D.C. I had one chief that was based in the district that came here every week that they were in session. It wasn't more than that.

Paul Solis: What about purchases for office supplies, Mr. Schwab's habits of expenditure, more, less, the same as other chiefs?

Former Fin. Admin.: I would say more.

Jeff Brown: Did you ever raise any concerns with respect to the way MRA disbursements were being doled out in Representative Schweiker's office?

Former Fin. Admin.: Yes.

Jeff Brown: What were those concerns?
Person 1: That things that were being purchased on Amazon could be purchased downstairs or could be gotten from office furnishings.

Person 2: Did you raise those concerns with anyone?

Person 1: Yes.

Person 2: Who?

Person 1: I raised them with Oliver, with Beau as key, if somebody looks at this, it could be questioned.

Person 2: The concerns revolved around what staffers, the purchases of what staffers?

Person 1: For the most part, Oliver. I say for the most part. Basically, Oliver.

Person 2: Did you ever talk to Representative Schweikert or raise these concerns with Representative Schweikert?

Person 1: He asked for that one table, which I did prepare, which does show that the office spent significantly more than other offices on supplies and materials. I gave him the information. We didn't really have a follow up conversation because I also wanted to keep the other office's information private.

Person 2: We talked about this, but I want to confirm. You were involved in reimbursements for Oliver Schwab with respect to travel, office supplies and education. Correct?

Person 1: Yes.

Person 2: That would have been from when to when? Your whole time working in Representative Schweikert's office?

Person 1: Yes.

Person 2: Was there any request that Oliver had made that you would not have been involved in? I should say any disbursement request that you wouldn't have reviewed before they went to finance?

Person 1: Can you give me an example?

Person 2: Sure. I'm wondering if Oliver Schwab is looking to be reimbursed for travel related expenses or education or office supplies, would those reimbursement requests always flow through you?

Person 1: I believe so.
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1 Jeff Brown: You don't have any reason to believe that he was able to get
2 reimbursements without going through the financial administrator in the
3 office, that being yourself?
4 Former Fin. Admin.: I don't think so. Is there a specific example?
5 Jeff Brown: You've talked about us raising concerns with Oliver and Beau regarding
6 Oliver's purchase of office supplies. Did you have any concerns with
7 respect to Oliver's spending habits on travel?
8 Former Fin. Admin.: I asked him on several occasions how many times are you planning to go
9 out to Arizona, so we can plan appropriately, for how many days and what
10 you're doing. My job, while I work for the office, it's outside the office.
11 Each office's internal workings are those office's.
12 Jeff Brown: Was there anything that ever came across your desk travel-related that
13 raised red flags?
14 Former Fin. Admin.: Are you asking about the Super Bowl?
15 Jeff Brown: We can talk about the Super Bowl?
16 Paul Solis: How about apart from the Super Bowl? Any other trips?
17 Former Fin. Admin.: He took a number of overseas trips, but I think that they were personal.
18 They were conferences, but he also said that they were official
19 representational duties.
20 Paul Solis: Conferences overseas?
21 Former Fin. Admin.: I don't know because he wouldn't say.
22 Paul Solis: Did you ever receive review paperwork related to travel overseas where he
23 was seeking a reimbursement or used the official travel card?
24 Former Fin. Admin.: I don't think so. There may have been a case, but I probably would have
25 asked, what Staff Del - Was it a flight to the airport? Was it taxi to the
26 airport? Something like that. Normally, basically, that's covered by the
27 trip. Then it's only taxis or a meal at the airport that you would get
28 reimbursed for because you would have to have the paperwork for the
29 staff trip. It would be privately funded travel, which means it would have
30 to go through ethics first to get that approved. Anything that was approved
31 should have the paperwork for that.
32 Jeff Brown: Aside from these overseas conferences that you just mentioned, was
33 there ...
34 Former Fin. Admin.: Is there a specific ...
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Paul Solis: No. I just want to be clear. Forget the whole – She mentioned you took overseas trips. She also mentioned conferences. I asked if there were conferences overseas. She responded, "No."

Former Fin. Admin.: I don't know. I know he got married during that time.

Paul Solis: Can I just...

Former Fin. Admin.: Sorry.

Paul Solis: ... recap. The difference is I was asking about trips overseas. She mentioned she thought they were personal. Conferences were domestic to your knowledge.

Former Fin. Admin.: He didn't share much with me, so I don't know.

Paul Solis: That's fine. There was a distinction between the two, that's all.

Jeff Brown: Aside from everything we just discussed and aside from the Super Bowl trip, which we can get to in a second, were there any other domestic trips that Oliver Schwab took that raised any red flags for you?

Former Fin. Admin.: I don't know. I probably asked him about different trips. I know he said he went to this conference, I want to say, in Chicago where he then went to the National Archives. He showed me I gave the archival my father's name or my grandfather's name, and they pulled all of the service records.

Jeff Brown: You should do this.

Former Fin. Admin.: The one from the Washington Examiner that you have in your hand.

Jeff Brown: This is a Washington Examiner article from November 2, 2017 at 6:01 pm. What was your reaction to this article?

Former Fin. Admin.: That there were things that I did not know.

Jeff Brown: What were the things that you did not know?

Former Fin. Admin.: Number one, that he had this consulting firm. He expressed on several occasions that he did things for the campaign and that David owed him thousands of dollars that he had personally put out for different things and that David owed him a lot of money, which was one of the reasons that he was going to quit on such and such a day and then that termination paperwork would be ripped up. He wasn't going to quit on that day. It was Oliver is having a hissy fit. He needs to have David tell him how great he is. Then he'll calm down. From what Oliver expressed to me this was
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1 personal reimbursement to him, that he did not say that he had this
2 whatever the consulting firm, whatever the shop name was.
3 Paul Solis: Chartwell.
4 Former Fin. Admin.: Chartwell. I had not heard that.
5 Jeff Brown: Just so I can clarify, Oliver was indicating to you that he was making
6 personal outlays on behalf of Representative Schweikert's campaign, that
7 he was hoping to have reimbursed?
8 Former Fin. Admin.: No, that was for Representative Schweikert personally, like he had all of
9 these mileage points, so when the Congressman and his wife wanted to go
10 overseas, Oliver used his points so that the Congressman didn't have to
11 pay. I stay out of the political side. I worked on Joe Pitts' campaign before
12 he came into office. I basically stayed out of the political side since.
13 Jeff Brown: Were you saying that Representative Schweikert was using Oliver
14 Schwab's travel points?
15 Former Fin. Admin.: That's what was indicated to me by Oliver. I don't know if that's true or
16 not. He said, "He owes me so much. He owes me thousands of dollars that
17 I have personally put out." He did not say that he had put out as a
18 consultant.
19 Jeff Brown: Have you ever spoken to anyone at the Washington Examiner?
20 Former Fin. Admin.: I have not.
21 Jeff Brown: Have you ever spoken to Philip Wegman?
22 Former Fin. Admin.: I have not.
23 Jeff Brown: Did you and Oliver ever discuss, regarding what I think we can refer to as
24 this trip to Arizona during Super Bowl weekend 2015, did you ever
25 discuss whether he would be handling any campaign related activity while
26 he was out in the district?
27 Former Fin. Admin.: Let me pull up. He sent an email to Beau and to me saying, "Just so you
28 guys don't have a heart attack I wanted to give you a heads up about my
29 trip next week. It will end up being about $4,000 for the hotel and about
30 $1,000 for rental car being Phoenix Open and Super Bowl weekend. I
31 apologize for this. It's priority for David that I'm on the ground to help as
32 host events with the House majority leader, other visiting members. I
33 got..." Now it says, "two personal," but if you look at it I think he meant
34 to say personnel issues. "We need to get out of the way." I took that as
35 official.
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1 Paul Solis: This is an email of January 24, 2015 at 5:40 from Oliver to you and Beau?

2 Former Fin. Admin.: Right.

3 Paul Solis: Personnel is spelled P-E-R-S-O-N-E-L, and you believe that's personnel?

4 Former Fin. Admin.: Yes, because we need to get out of the way. I would take that as the

5 office versus ...

6 Paul Solis: What is he referring to there?

7 Former Fin. Admin.: I would say staff issues in Arizona. That's how I took it.

8 Paul Solis: Do you have knowledge that there were personnel issues in Arizona that

9 he had to deal with?

10 Former Fin. Admin.: I know there were as to the exact dates because there were a number of

11 different times when he talked about letting people go or bringing people

12 on.

13 Paul Solis: He says, "I'm on the ground to help as we host events with the House

14 Majority Leader. When he says, "events," what does that mean?

15 Former Fin. Admin.: I thought that they were for the office, that they were official events.

16 Paul Solis: Why do you think that?

17 Former Fin. Admin.: I've had other offices that they have events with other members for

18 official ...

19 Paul Solis: After the fact, did a campaign event take place with the House Majority

20 Leader?

21 Former Fin. Admin.: I did not know that until reading this article. I did not know that his wife,

22 or brother, or brother-in-law was out there as well. It was presented to me

23 as I'm going out for official business for the office.

24 Jeff Brown: Did you ever learn, outside of the article, that he attended - Oliver and/or

25 Representative Schweikert attended the Super Bowl?

26 Former Fin. Admin.: I did not know that he had attended the Super Bowl. No, I did not know he

27 attended the Super Bowl

28 Jeff Brown: Did you gain any knowledge, outside of this article, about whether or not

29 Representative Schweikert or Oliver Schwab attended the Phoenix Open?

30 Former Fin. Admin.: I don't believe so, apart from this article.

31 Jeff Brown: Let me walk you through one of these expense reports, which you should

32 have in front of you. If you can grab the document that starts with
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CAO_0011 and if you can flip to page 0023. For the record, this looks like  
itr's a receipt of some kind from the Hilton Garden Inn in Scottsdale  
North/Perimeter Center. Do you know if this is the hotel that Oliver  
Schwab stayed in while out in Arizona during Super Bowl weekend 2015?

Former Fin. Admin.: It was presented to me that he was staying in this hotel during these dates.  
Jeff Brown: Do you know if that is the hotel that he ordinarily stays in when he goes  
out to the district?

Former Fin. Admin.: I know there's a couple different hotels. I think it's one of them. I can't be  
100% sure because I haven't looked at these for a year plus.  
Jeff Brown: If you can flip to page 0022. This appears to be a receipt for Richard  
Oliver Schwab at the Hyatt Regency Scottsdale Resort & Spa at Gainey  
Ranch. It appears to be a $185 receipt. You mentioned earlier on page ...

Former Fin. Admin.: Meeting with constituents for food and beverage versus meals.  
Jeff Brown: Correct, on page 16 that you had to change that. Do you recall a  
conversation about that receipt or this line item on page 0016?

Former Fin. Admin.: No. I probably would have looked at it and said I'm guessing that this  
because it's four as opposed to one and because of the amount that it  
would be for probably Richard, the member, and staff members who were  
there, staff members.

Jeff Brown: Did you have a conversation about who attended that lunch?

Former Fin. Admin.: I do not believe so. I take it was not.

Jeff Brown: That's my question to you.

Former Fin. Admin.: I did not.

Jeff Brown: I'm going to hand you one other document that begins 0027 and ends  
CAO_0027 and ends as 0061. If you can just flip to page 58. For the  
record I'll note, this is an e-mail that begins, it's from Oliver Schwab to  
you dated February 5, 2015 3:58 p.m. Mr. Schwab talks about attaching an  
itemized receipt for the Hilton bill. I would like to draw your attention to  
sort of the third paragraph down. He says, “I'm pre-booking the same hotel  
for the Phoenix open week next year so that we get a normal rate and not  
the rate once they're in room block central.” Reading that, does that jog  
your memory about whether or not this was the hotel that Mr. Schwab  
would ordinarily stay in when he went out to the district?

Former Fin. Admin.: The Hilton Garden Inn or?

Jeff Brown: The Hilton that he's referring to in this e-mail.
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Former Fin. Admin.: Looking at this?

Jeff Brown: Mm-hmm (affirmative).

Former Fin. Admin.: I presume it was The Hilton Garden Inn.

Jeff Brown: I'll direct your attention to a couple of pages preceding this, 0053-56, which appear to be the receipt that he's referencing.

Former Fin. Admin.: I mean, it looks like it's the same hotel.

Jeff Brown: My question is, do you know if that's the hotel that he would ordinarily stay in when he went out to the district office?

Former Fin. Admin.: There was that. I want to say there's a Ritz Carlton out there, but the Ritz Carlton wasn't that expensive. I mean, ordinarily the cost was like $100-$150.

Jeff Brown: I just want to ask about the location. Did he ordinarily stay in one hotel when he was out in the district or did he tend to stay in a variety of different hotels?

Former Fin. Admin.: I would say one or two.

Jeff Brown: You don't know if this is one of them that he ordinarily stayed in.

Former Fin. Admin.: I think it was, to be perfectly honest. I would look at Hilton. I wouldn't look at the street address. What I would be looking for would be, for example, valet laundry and making sure that came off or if there was movie rental or something like that that would not necessarily be reimbursable.

Jeff Brown: I should back up here and just verify for the record. You were involved in reviewing Mr. Schwab's receipts and reimbursements for this trip out to Arizona during Super Bowl weekend 2015, right?

Former Fin. Admin.: Yes.

Jeff Brown: Okay. Are you aware of whether or not, do you have any reason to believe that he tried to expense anything related to his wife's travel to the district?

Former Fin. Admin.: I did not know his wife had gone to the district until I read this article.

Jeff Brown: Okay. Did you have any reason to believe that Mr. Schwab was trying to expense anything related to his mother and brother being out in the district?

Former Fin. Admin.: No I did not.

Jeff Brown: Okay.
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1 Former Fin. Admin.: From what I understood, this was an official trip that happened to be
taking place, that he had to go out there for office personnel issues, for
office business. It happened to be during the Superbowl. The Superbowl
was being held in Arizona. That he was going out there for official
business. That's what was presented to me.

2 Paul Solis: What are you basing that understanding off of? Just the e-mail you just
showed us?

3 Former Fin. Admin.: The e-mail and him talking and saying, "I'm going to be going out there. I
know it's more expensive than usual." But he did not say to me other
people were going out to this. There was no mention to me that other
folks.

4 Paul Solis: Did he mention that any campaign events would be happening out there?

5 Former Fin. Admin.: No.

6 Jeff Brown: Having read the article and having reviewed his reimbursement requests,
is there anything in hindsight that was a concern for you?

7 Former Fin. Admin.: As I said, I did not know that he had this Chartwell. I do know that when I
sent the reminder in November 2015, "Hey everyone, you need to take
your ethics training" that his e-mail reply was "I've never taking ethics
training." I was like, "What do you mean? How long have you?" This is
my little reminder to everyone that says, "Happy Thanksgiving." Take
your annual ethics. I may have actually done that. I said, "Are you talking
about your first-time training ever or just not last year?"

8 Jeff Brown: Okay.

9 Former Fin. Admin.: I then said, "How long have you been with the House?"

10 Paul Solis: Okay.

11 Former Fin. Admin.: "You may have to do remedial training. Talk with ethics."

12 Paul Solis: Okay, so, we've got the article discusses sort of four categories of things.
We've got office supplies, educational expenses, the Superbowl weekend
we talked about, and campaigning coming from representative
Schweiker's campaign committee and his PAC, his leadership PAC. You
said to us you don't know anything about Chartwell or income he received,
Oliver received, from the campaign committees, correct?

13 Former Fin. Admin.: That is correct.

14 Paul Solis: So the information in the article is news to you?

15 Former Fin. Admin.: That is news to me.
Paul Solis: Super Bowl weekend, Jeff kind of ran through that weekend with you. You did know a little bit about that? About the messaging Oliver had provided to you about the reasons for going out there, right? The educational expenses, we talked about. You provided an e-mail concerning one of those requests for reimbursement which is the Harvard Kennedy School reimbursement, right?

Former Fin. Admin.: Right.

Paul Solis: We asked you about anything else, about possibly Johns Hopkins, about Naval War College, Stanford.

Former Fin. Admin.: He may have, whether it was presented to me as educational versus a staff conference.

Paul Solis: Right.

Former Fin. Admin.: Because that would be handled differently.

Paul Solis: Okay. The last category is office supplies. You do have some experience in that about reviewing some reimbursement requests for office supplies. You mentioned you did raise concerns -

Former Fin. Admin.: Yes.

Paul Solis: With Oliver himself -

Former Fin. Admin.: Yes.

Paul Solis: About the expenditures.

Former Fin. Admin.: I raised them with Oliver and Beau and it was like, "Well, you know, Oliver's chief of staff?" So, what he says.

Paul Solis: I just want to get clarification on the concern you raised because in my mind there's a certain nature of the expenditure. You briefly touched on this. One is that the expenditures or expenditure could be replaced by, for example, furniture purchase or another type of supply purchase that the House has to give to the offices as opposed to even making a purchase. You would raise that concern, as well?

Former Fin. Admin.: Yes, and I did. There was a heater that was. I don't know if it was a couple hundred dollars or a thousand dollars, and I took it to finance because it was a heater, apparently an outdoor heater for the district office. I asked about it with finance. I said, "Is this reimbursable?" They said yes. For the district office, it is. I can bring things up, I can say you can buy these but ultimately if the chief of staff determines that it is appropriate I will...
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Paul Solis: Okay, so items that the, I mean I asked that question items the house has like furniture. I don't want to talk about things the house doesn't have because that's a separate issue. Items the house has like ... 

Former Fin. Admin.: Pens. 

Paul Solis: Well, I want to ask my question first. Pens are something that you'd purchase from the house. They're not just items that the house gives you like for example chairs, like modular furniture. I want to ask about items like that, furniture items, desks, chairs, the house has those items to give to offices. Would Mr. Schwab make purchases on those types of items that the house would have that in your opinion may not need to be purchased? 

Former Fin. Admin.: To the modular furniture, the office does not pay for modular furniture when it's set up in that office for the particular staffers that are there but they then would have to pay for modular furniture through the house if they changed the configuration after. That is what I believe the modular furniture was for. Things that you would also purchase through the house but you would, it would go to MRA would be like standing desks, which would sort of fall under that modular furniture. I have other offices, the ergonomic chairs. 

Paul Solis: I'm just asking ... 

Former Fin. Admin.: I'm sorry. 

Paul Solis: I'm just asking did you ever raise a concern with Oliver? Hey, Oliver the house has this you don't need to buy it. Did you ever raise that type of concern? 

Former Fin. Admin.: Yes. 

Paul Solis: Okay, moving on from that what about just the general nature of amount of expenditures so this looks like an awful, for example, this looks like an awful lot to spend on pens. This looks like an awful lot to spend on folders or binders or anything else. Would you raise those types of concerns? 

Former Fin. Admin.: Yes, I did. Yes. 

Paul Solis: Then as you discussed you would also raise the type of concern about particular items for example a heater, where it was a larger dollar item and it just sort of triggered to you do we need this. You would also raise those types of concerns. 

Former Fin. Admin.: Yes. 

Paul Solis: Those three sort of categories of expenditures for office type equipment you raised concerns in all three of those categories?
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1 Former Fin. Admin.: Yes, I did.

2 Paul Solis: Okay, I realize my question might've been a little confusing, I just wanted
to sort of make sure I understand all those different things.

3 Former Fin. Admin.: Yes.

4 Jeff Brown: I have a couple quick questions before we wrap up. What can you tell me
about Oliver Schwab’s wife being hired as a temporary employee in
Representative Schweikert’s office in 2014?

5 Former Fin. Admin.: Not much, I knew her because we were both schedulers for Pennsylvania
dlegation. Basically, what I know is when she got engaged to Oliver she
office decided that she should not be the temporary for us in doing the
office finances. She suggested me as someone that she knew as another
scheduler who was a shared staffer. At the time I did scheduling along
with financial administration for one office. I pretty much knew maybe for
a couple of days that she had done it and got her thumb drive of the
information.

6 Jeff Brown: She did scheduling and finance for Representative Schweikert?

7 Former Fin. Admin.: No, she handled scheduling for a Pennsylvania member, which I at the
time handled scheduling for a Pennsylvania member. I had worked with
her for pro-life Pennsylvania. There’s a lot of folks that come down for pro-
life so we do provide refreshments and benefits as a state. That’s how I
knew her. I don’t think she did the scheduling for Schweikert.

8 Jeff Brown: Do you know what she did in Representative Schweikert’s office?

9 Former Fin. Admin.: As far as I knew, she only handled finances, that’s all that I know.

10 Jeff Brown: Did you have any concerns about her working in Representative
Schweikert’s office?

11 Former Fin. Admin.: No, because I believe as soon as they got engaged that’s when they hired
me or shortly thereafter. I did not know that she worked for Representative
Schweikert until she sent me an email saying hey, I just got engaged. I’ve
been working for this office, are you interested. Are you looking for
another office?

12 Paul Solis: Was there any overlap between the time you started with Representative
Schweikert’s office and her time there? For example, you walk in the
office and she’s there.

13 Former Fin. Admin.: I don’t believe so. If so, maybe a day or so. I think I came in maybe on the
14th or 15th and she probably left that same time. I don’t remember if I put
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in the appointment and termination paperwork or she put that information in.

Jeff Brown: This article references - this article I'm referring to the Philip Wegmann article in the Examiner - references former staffers. Do you know who the former staffers are that are referenced in this article?

Former Fin. Admin.: I do not.

Jeff Brown: Do you have an educated guess about who they might be?

Former Fin. Admin.: Maybe but I don't know who is still with the office and who's not with the office at this time.

Jeff Brown: Recognizing that you do not know who these sources are, do you have any thoughts about who may or may not have talked to the Examiner about these sorts of issues?

Former Fin. Admin.: No one has presented themselves to me to say hey, did you know anything about this. There's no staffer. Since I left, the only communication I've had is if there's been a bill that's come in that may have come to me because it's a newspaper bill that comes in once a month that I've been, sent to the office. I haven't contacted ...

Jeff Brown: Has anybody from Representative Schweiker's office contacted you about this article?

Former Fin. Admin.: No.

Jeff Brown: Have you spoken to anybody about the article?

Former Fin. Admin.: I've spoken to a couple of my chiefs simply to say hey, this is a former chief. You might want to use this as guidance ...

Jeff Brown: Why did you say former chief?

Former Fin. Admin.: He was my former chief. I've talked with some of my current chiefs to say hey, this information is here. I maybe asked questions about this because I was here. I read it.

Jeff Brown: Have you talked to anybody else about the fact that you're meeting the OCE?

Former Fin. Admin.: My husband was in the room when you called.

Jeff Brown: You made a statement that you ...

Former Fin. Admin.: I did contact a friend of mine who's a lawyer and just said, I didn't say what it was. I didn't say who I was meeting with but just that I was being
called as a third party witness. Do you have any suggestions cause I've
never had to do this before.

Jeff Brown: Understood. I noticed and as we've discussed, you brought a file of a
couple of documents, some of which we discussed here today. Are there
any other issues that you feel like we should discuss in light of what we
discussed or are there any other documents that you wanted to walk
through with us?

Former Fin. Admin.: You have mentioned that you haven't expressed who is being investigated.
I can make an educated guess. I don't know. I think of good people. I
know on more than one occasion I said as long as you guys are okay with
this being in the paper cause this could, you know as ultimately it
represents the congressman, which is what I, if you ask my other chiefs if
they will and I'll tell them the same things. If they have questions I'll say
talk to ethics. If there's something that you aren't sure of, if there's a news
story on it

Paul Solis: Did you or Oliver ever reach out to the committee on ethics based on any
of the things we talked about today, any of the expenditures? I should it
put it this way, did you ever reach out to the committee for guidance based
on the expenditures you saw from Mr. Schwab?

Former Fin. Admin.: I know I reached out for input in the office. I know I reached out in
reference to ethics training and financial disclosure and told him to reach
out to ethics about that because ultimately it's on him. I know I reached
out either to finance or to ethics about Harvard and honestly I don't
remember if it was to finance because I had reached out prior or another
one or if it was to ethics that I reached out.

Paul Solis: Was this over the phone or over email?

Former Fin. Admin.: Could be both. I know I have advised with ethics to make sure you get
things in writing from ethics replies that they reply in writing so that you
can ...

Paul Solis: You should check your emails to see if regarding the Harvard expenditure
from Mr. Schwab the reimbursement request to see if you emailed the
committee on ethics or they emailed you back with some sort of response.

Former Fin. Admin.: Okay.

Paul Solis: Jeff will be following up with you on that. Going back to this folder you
have of documents, some of which you shared with us, how did you go
about deciding what would go in that folder?

Former Fin. Admin.: I read the article and said, you said that it was about office finances so...
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1 Paul Solis: You went through your ...
2 Former Fin. Admin.: I looked at ...
3 Paul Solis: You went to your official emails and pulled what you thought to be
4 relevant documents related to your communications with Mr. Schwa or
5 Representative Schweikert, put in that folder and brought them here
6 today?
7 Former Fin. Admin.: Yes, I did.
8 Paul Solis: You have backed up actual emails in your Outlook of all these emails?
9 Former Fin. Admin.: Like I said ...
10 Paul Solis: How did you get these emails? Did you print them from ...
11 Former Fin. Admin.: Yes, I printed them.
12 Paul Solis: So they exist right now sort of in your archives?
13 Former Fin. Admin.: Yes.
14 Paul Solis: Okay, I mean ...
15 Former Fin. Admin.: I'm sure you guys can get them. You're a lot more IT savvy than I am.
16 Paul Solis: We just like to request them now. You've got them there. We'd like to
17 request them now and take that with us if that's all right with you. They'll
18 remain during the investigation they'll remain confidential. We'll do our
19 best to go through them, review them.
20 Former Fin. Admin.: Ethics, travel budget, leadership.
21 Paul Solis: I mean have you pulled them and felt that they were relevant to our
22 questioning, we'd like them all.
23 Former Fin. Admin.: Not all of these are for ...
24 Paul Solis: Are those unrelated to our review today?
25 Former Fin. Admin.: Well that's the article. This is about they requested my records so I gave
26 them all the records.
27 Paul Solis: You mean when you were terminated?
28 Former Fin. Admin.: Yeah. I don't know if you want those because they picked up the wrong
29 records originally. This was I stopped by to pick up vouchers.
30 Paul Solis: Yeah, probably nothing related to ...
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Former Fin. Admin.: This was well, Oliver wanted to do some sort of wall mount system and I
said, well he said do you think, I said I don't believe they offer, they do do
wall mounts.

Paul Solis: Related to expenditures.

Former Fin. Admin.: This was how I knew to ask if it was personal or going for the office
because this was for a different office, had asked about a registration fee
and so I went to finance and said this would be reimbursable, yes. The
person was out and I said I did do a follow up call, I spoke with Keith. He
said it was okay as long as there's no credit, personal gain for the staffer
and we were okay with it being in the statement of disbursements, correct.
That wasn't for this office.

Paul Solis: Okay but it ...

Former Fin. Admin.: This was from 2015 and so then when ...

Jeff Brown: This, in your decision making process, I think that would be helpful, yeah.

Former Fin. Admin.: I don't want to get the other office in ...

Jeff Brown: No, I understand.

Former Fin. Admin.: That's why when he presented it to me that's why I said okay.

Jeff Brown: Okay, got you.

Former Fin. Admin.: There may be other emails if you guys want to send IT people.

Paul Solis: Okay, well we appreciate this and I think this and also, you know the
information that you, some of the information you provided us with is
based off you, so it's good to have them to be able to make sure it
corroborates the things you said to us and so we appreciate that. That's
definitely helps us going forward.

Former Fin. Admin.: That's why, I know he took a lot of trips but from what was presented to
me, it was presented to me as official for the office.

Jeff Brown: Do you have anything else?

Paul Solis: I don't have anything else.

Jeff Brown: Okay, well thank you “Former Financial Administrator”, with that we'll
end the recording and thank you for your time.
### ERRATA SHEET

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This errata sheet is submitted subject to 18 U.S.C. § 1001 (commonly known as the False Statements Act).

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**Witness Signature:**

**Date:** 2/10/18
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**Schedule 1: Earned Income (Including Honoraria)**

This page may be copied if more space is required.
**SCHEDULE II—ASSETS AND "UNEARNED" INCOME**

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*For additional assets and unearned income, see next page.*
## SCHEDULE II — ASSETS AND "UNEARNED" INCOME

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  - Type: R
  - Amount: N/A

- **Advantis Inc.**
  - Value: X
  - Type: R
  - Amount: N/A

- **Washington Mutual**
  - Checking / Savings: X
  - Interest: X

- **David Lynch**
  - Value: X
  - Type: R
  - Amount: N/A

- **Bill Allen**
  - Value: X
  - Type: R
  - Amount: N/A

- **Jim B.**
  - Value: X
  - Type: R
  - Amount: N/A

- **Mark S.**
  - Value: X
  - Type: R
  - Amount: N/A

- **David B.**
  - Value: X
  - Type: R
  - Amount: N/A

- **Laura B.**
  - Value: X
  - Type: R
  - Amount: N/A

- **David B.**
  - Value: X
  - Type: R
  - Amount: N/A

- **Laura B.**
  - Value: X
  - Type: R
  - Amount: N/A
## Schedule II — Assets and "Unearned" Income

<table>
<thead>
<tr>
<th>Account Title</th>
<th>Type of Income</th>
<th>Amount of Income</th>
<th>Current Year</th>
<th>Previous Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>United States Constitution</td>
<td>Bank</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Checking / Savings</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bank of America</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Checking / Savings</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rents, Licenses</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Untitled</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Untitled</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### SCHEDULE III — LIABILITIES

Report liabilities of over $10,000 owed to any one creditor at any time during the reporting period by you, your spouse, or dependent child. Mark the highest amount owed during the reporting period. Exclude: Any mortgage on your personal residence (unless there is rental income), loans secured by automobiles, household furniture, or appliances; liabilities of a business in which you own an interest; and liabilities owed to a spouse, or the child, parent, or sibling of you or your spouse. Report revolving charge accounts (i.e., credit cards) only if the balance at the close of the previous calendar year exceeded $10,000.

<table>
<thead>
<tr>
<th>Creditor</th>
<th>Type of Liability</th>
<th>Amount of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sallie Mae</td>
<td>Student Loan/MBA Loan</td>
<td>X</td>
</tr>
<tr>
<td>Chase</td>
<td>Note on 1/01/11 4.9%</td>
<td>X</td>
</tr>
</tbody>
</table>

### SCHEDULE IV — POSITIONS

Report all positions, compensated or uncompensated, held on or before the date of filing during the current calendar year and in the two prior years as an officer, director, trustee of an organization, partner, proprietor, representative, employee, or consultant of any corporation, firm, partnership, or other business enterprise, any nonprofit organization, any labor organization, or any educational or other institution other than the United States. Exclude: Positions listed on Schedule I; positions held in any religious, social, fraternal, or political entity; and positions solely of an honorary nature.

<table>
<thead>
<tr>
<th>Position</th>
<th>Name of Organization</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brother</td>
<td>Sheridan Equities Inc</td>
</tr>
<tr>
<td>Managing Member</td>
<td>Sheridan Equities Holdings Inc</td>
</tr>
<tr>
<td>Administrator</td>
<td>Scottish Eye Surgery - Zager, Schweikert</td>
</tr>
</tbody>
</table>
### SCHEDULE V — AGREEMENTS

<table>
<thead>
<tr>
<th>Date</th>
<th>Parties To</th>
<th>Terms of Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:** Identify the date, parties to, and general terms of any agreement or arrangement with respect to future employment, a lease of absence during the period of government service, continuation or deposit of payments by a former or current employer other than the U.S. Government, or continuing participation in an employee welfare or benefit plan maintained by a former employer.

### SCHEDULE VI — COMPENSATION IN EXCESS OF $5,000 PAID BY ONE SOURCE

<table>
<thead>
<tr>
<th>Source (Name and Address)</th>
<th>Brief Description of Duties</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheridan Equities Holdings, LLC acts as/is the general partner or service provider to a number of real estate partnerships</td>
<td>NRS Funds, AZ LP</td>
</tr>
<tr>
<td></td>
<td>MAS Funds, AZ LLC</td>
</tr>
<tr>
<td></td>
<td>H&amp;F Mortgage, LTD</td>
</tr>
<tr>
<td></td>
<td>H&amp;F Mortgage, LTD</td>
</tr>
<tr>
<td></td>
<td>STOF Mortgage, LTD</td>
</tr>
<tr>
<td></td>
<td>STOF Mortgage, LTD</td>
</tr>
<tr>
<td></td>
<td>Swartz &amp; Brough, Inc</td>
</tr>
</tbody>
</table>
# UNITED STATES HOUSE OF REPRESENTATIVES
## CALENDAR YEAR 2010 FINANCIAL DISCLOSURE STATEMENT

**Name:** David Schweikert  
**Daytime Telephone:** 202-225-2190

<table>
<thead>
<tr>
<th>Report Type</th>
<th>Annual (May 16, 2011)</th>
<th>Amendment</th>
<th>Termination Date</th>
</tr>
</thead>
</table>

### PRELIMINARY INFORMATION — ANSWER EACH OF THESE QUESTIONS

1. Did you or your spouse have “earned” income (e.g., salaries or fees, of $500 or more from any source in the reporting period)?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

2. Did any individual or organization make a donation to charity in lieu of paying you for a speech, appearance, or article in the reporting period?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

3. Did you, your spouse, or a dependent child receive any reportable (as defined on Schedule IV) income in excess of $500 from any one source during the reporting period (including any income from a trust, partnership, or corporation)?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

4. Did you, your spouse, or a dependent child receive any reportable (as defined on Schedule IV) income in excess of $1,000 from any one source during the reporting period?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

5. Did you, your spouse, or a dependent child purchase, sell, or exchange any reportable asset in a transaction exceeding $1,000 during the reporting period?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

6. Did you, your spouse, or a dependent child have any reportable transactions (more than $10,000) during the reporting period?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

7. Did you, your spouse, or a dependent child have any reportable financial interest in any undivided interest in real property?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

8. Did you receive any reportable positions on or before the date of filing this report?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

9. Did you have any reportable agreements or arrangements with an outside entity?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

Each question in this part must be answered and the appropriate schedule attached for each "Yes" response.

### EXCLUSION OF SPOUSE, DEPENDENT, OR TRUST INFORMATION — ANSWER EACH OF THESE QUESTIONS

**TRUSTS**—Details regarding "Qualified Blind Trusts" approved by the Ethics Committee and certain other "qualified trusts" need not be disclosed. Have you excluded from this report any assets, "undisclosed income, transactions, or liabilities of a spouse or dependent child because they met all three tests for exemption? Do not answer "yes" unless you have first consulted the Committee on Ethics.

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

**EXEMPTION**—You have excluded from this report any other assets, "undisclosed income, transactions, or liabilities of a spouse or dependent child because they met all three tests for exemption? Do not answer "yes" unless you have first consulted the Committee on Ethics.

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>
### SCHEDULE I — EARNED INCOME

List the source, type, and amount of earned income from any source other than the filer’s current employment by the U.S. government totaling $200 or more during the preceding calendar year. For a spouse, list the source and amount of any honoraria; list only the source for other spouse earned income exceeding $1,000. See examples below.

Excluded: Military pay (such as National Guard or Reserve pay), federal retirement programs, and benefits received under the Social Security Act.

<table>
<thead>
<tr>
<th>Source</th>
<th>Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Keno State</td>
<td>Approved Teaching Fee</td>
<td>$6,000</td>
</tr>
<tr>
<td>State of Maryland</td>
<td>Legislative Pension</td>
<td>$5,000</td>
</tr>
<tr>
<td>Civil War Roundtable (Oct 24th)</td>
<td>Spouse Salary</td>
<td>$2,000</td>
</tr>
<tr>
<td>Ontario County Board of Education</td>
<td>Spouse Salary</td>
<td>NA</td>
</tr>
<tr>
<td>Sheridan Equities LLC</td>
<td>Business</td>
<td>$4,000</td>
</tr>
<tr>
<td>Sheridan Equities Holdings LLC</td>
<td>Business</td>
<td>$330,000</td>
</tr>
<tr>
<td>Scottsdale Eye Surgery</td>
<td>Spouse Salary</td>
<td>NA</td>
</tr>
</tbody>
</table>

For payments to charity in lieu of honoraria, see Schedule II.
### Schedule III—Assets and "Unearned" Income

<table>
<thead>
<tr>
<th>Block A</th>
<th>Block B</th>
<th>Block C</th>
<th>Block D</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Asset and/or Income Source</strong></td>
<td><strong>Value of Asset</strong></td>
<td><strong>Type of Income</strong></td>
<td><strong>Amount of Income</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A B C D</td>
<td>E F G H</td>
<td>I J K L</td>
<td>M N O P</td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Notes:**
- Include all assets held for investment or production of income with a fair market value exceeding $5,000 at the end of the reporting period, and (iv) any other non-deductible interest or dividends received by shareholders or associates. Include the names of stocks and mutual funds (use ticker symbols).
- For all dividend and other investment income (such as REITs), verify that the fair market value is not overstated, unless such value was determined by the reportee to be held at the end of the period.
- For all dividends and other investment income (such as REITs), verify that the fair market value is not overstated, unless such value was determined by the reportee to be held at the end of the period.
- For all dividends and other investment income (such as REITs), verify that the fair market value is not overstated, unless such value was determined by the reportee to be held at the end of the period.

**For additional assets and unearned income, use next page.**
### SCHEDULE V— LIABILITIES

Report liabilities of over $10,000 owed to any one creditor at any time during the reporting period by you, your spouse, or dependent child. Mark the highest amount owed during the year. Exclude: Any mortgage on your personal residence (unless it is rented out), loans secured by automobiles, household furniture, or appliances; liabilities of a business in which you own an interest (unless you are personally liable); and liabilities owed to a spouse, or the child, parent, or sibling of you or your spouse. Report revolving charge accounts (i.e., credit cards) only if the balance at the close of the preceding calendar year exceeded $10,000.

<table>
<thead>
<tr>
<th>Creditor</th>
<th>Date Liability Incurred</th>
<th>Type of Liability</th>
<th>Amount of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Example</td>
<td>First Bank of Wilmington, DE</td>
<td>May 1988</td>
<td>Mortgage on 123 Main St., Dover, DE</td>
</tr>
<tr>
<td>S.P. Cho</td>
<td>2009</td>
<td>None</td>
<td>Mortgage 1100 W. 92 St.</td>
</tr>
<tr>
<td>Sally Mac</td>
<td>2008</td>
<td>Student Loan</td>
<td>Note</td>
</tr>
<tr>
<td>Metro Phoenix Bank</td>
<td>2010</td>
<td>Note: Student Loan</td>
<td>Spouse</td>
</tr>
</tbody>
</table>

### SCHEDULE VI— GIFTS

Report the source, a brief description, and the value of all gifts totaling more than $350 received by you, your spouse, or a dependent child from any source during the year.

Exclude: Gifts from relatives, gifts of personal hospitality of an individual, local media, and gifts to a spouse or dependent child that are totally independent of his or her relationship to you. Gifts to a child with a value of $124 or less need not be added to those $350 disclosure thresholds.

Note: The gift rule (House Rule 26, clause 5) prohibits acceptance of gifts except as specifically provided in the rule.

<table>
<thead>
<tr>
<th>Source</th>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Example: 1</td>
<td>Mr. Joseph A. Smith, Attorney, Associates</td>
<td>Silver Plate #32721100 or Associate Fellowship received from Committee on Standards</td>
</tr>
</tbody>
</table>

Use additional sheets if more space is required.
### SCHEDULE VIII—POSITIONS

Report all positions, compensated or uncompensated, held during the current calendar year as an officer, director, trustee of an organization, partner, proprietor, representative, employee, or consultant of any corporation, firm, partnership, or other business enterprise, any nonprofit organization, any labor organization, or any educational or other institution other than the United States.

Exclude: Positions listed on Schedule I; positions held in any religious, social, fraternal, or political entities (such as political parties and campaign organizations); and positions solely of an honorary nature.

<table>
<thead>
<tr>
<th>Position</th>
<th>Name of Organization</th>
</tr>
</thead>
<tbody>
<tr>
<td>Broker (margin account)</td>
<td>Sheridan Equities LLC -</td>
</tr>
<tr>
<td>Managing Member</td>
<td>Sheridan Equities Holdings LLC</td>
</tr>
<tr>
<td>Administrator</td>
<td>Scott &amp; Bough Inc.</td>
</tr>
</tbody>
</table>

### SCHEDULE IX—AGREEMENTS

Identify the date, parties to, and general terms of any agreement or arrangement with respect to future employment; a leave of absence during the period of government service; continuation or deferral of payments by a former or current employer other than the U.S. Government; or continuing participation in an employee welfare or benefit plan maintained by a former employer.

<table>
<thead>
<tr>
<th>Date</th>
<th>Parties To</th>
<th>Terms of Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Payoff of Remaining Equity on the Partnership.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Transfer of Partnership in to Sheridan Equities Holdings.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>New Control by Scott &amp; Bough Inc. With The Liquidation of Real Estate Holdings.</td>
</tr>
</tbody>
</table>
## SCHEDULE IV— TRANSACTIONS

Report any purchase, sale, or exchange transactions by you, your spouse, or dependent child during the reporting period of any security or real property held in your gross income. Include transactions between you, your spouse, or dependent child, or the avoidance or sale of your personal residence, unless it generated rental income. If only a portion of an asset is sold, please see Schedule II.

### Example

**Capital Gains** — If a sale transaction resulted in a capital gain in excess of $500, check the "capital gains" box and disclose the income on Schedule IV.

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount of Transaction</th>
</tr>
</thead>
<tbody>
<tr>
<td>12-12-10</td>
<td>X</td>
</tr>
</tbody>
</table>

### Notes

- This page may be copied if more space is required.
### SCHEDULE VII — TRAVEL PAYMENTS AND REIMBURSEMENTS

Identify the source and list travel itineraries, dates, and nature of expenses provided for travel and travel-related expenses totaling more than $305 received by you, your spouse, or a dependent child during the reporting period. Indicate whether a family member accompanied the traveler at the sponsor’s expense, and the amount of time, if any, that was not at the sponsor’s expense. Disclosures are required regardless of whether the expenses were paid directly by the sponsor or were paid by you and reimbursed by the sponsor.

Excludes: Travel-related expenses provided by federal, state, and local governments, or by a foreign government required to be separately reported under the Foreign Gifts and Decorations Act (5 U.S.C. §7342); political travel that is required to be reported under the Federal Election Campaign Act; travel provided to a spouse or dependent child that is totally independent of his or her relationship to you.

<table>
<thead>
<tr>
<th>Source</th>
<th>Date(s)</th>
<th>City of Departure—Destination—City of Return</th>
<th>Lodging (Y/N)</th>
<th>Food (Y/N)</th>
<th>Was a Family Member Included? (Y/N)</th>
<th>Number of Days Not at Sponsor’s Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chicago Chamber of Commerce Mar. 2</td>
<td>DC—Chicago—DC</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>None</td>
<td>2 Days</td>
</tr>
<tr>
<td>Rapoport Corporation Aug. 8-11</td>
<td>DC—Los Angeles—Cleveland</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This page may be copied if more space is required.
## SCHEDULE II — PAYMENTS MADE TO CHARITY IN LIEU OF HONORARIA

List the source, activity (i.e., speech, appearance, or article), date, and amount of any payment made by the sponsor of an event to a charitable organization in lieu of an honorarium. A separate confidential list of charities receiving such payments must be filed directly with the Committee on Ethics. A green envelope for transmitting the list is included in each Member's filing package.

<table>
<thead>
<tr>
<th>Source</th>
<th>Activity</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Association of America, Associations,</td>
<td>Speech</td>
<td>Oct. 2, 2020</td>
<td>$2,000</td>
</tr>
<tr>
<td>Washington, DC</td>
<td>Article</td>
<td>Aug. 13, 2010</td>
<td>$500</td>
</tr>
<tr>
<td>XYZ Magazine</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

\[N/A\]

This page may be copied if more space is required.
<table>
<thead>
<tr>
<th><strong>Preliminary Information</strong> — Answer Each of These Questions</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Did you or your spouse have “normal” income, e.g., salaries or fees of $200 or more from any source in the reporting period?</td>
<td>Yes [ ] No [ ]</td>
</tr>
<tr>
<td>2. Did any individual or organization make a donation to charity in lieu of paying you for a speech, appearance, or article in the reporting period?</td>
<td>Yes [ ] No [ ]</td>
</tr>
<tr>
<td>3. Did you, your spouse, or a dependent child receive “unearned” income of more than $200 in the reporting period or held any financial interest in the end of the period?</td>
<td>Yes [ ] No [ ]</td>
</tr>
<tr>
<td>4. Did you, your spouse, or a dependent child purchase, sell, or exchange any real estate, or asset having a value in excess of $5,000 during the reporting period?</td>
<td>Yes [ ] No [ ]</td>
</tr>
<tr>
<td>5. Did you or your spouse, or a dependent child have any reportable liability (more than $10,000) during the reporting period?</td>
<td>Yes [ ] No [ ]</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Exclusion of Spouse, Dependent, or Trust Information</strong> — Answer Each of These Questions</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Trusts—Details reporting “Qualified Blind Trust” approved by the Committee on Ethics and certain other “exempted trusts” need not be disclosed. Have you excluded from this report details of such a trust benefiting you, your spouse, or dependent child?</td>
<td>Yes [ ] No [ ]</td>
</tr>
<tr>
<td>Exemption—Have you excluded from this report any other assets, “unearned” income, transactions, or liabilities of a spouse or dependent child because they meet all three tests for exemption? Do not answer “yes” unless you have first consulted with the Committee on Ethics.</td>
<td>Yes [ ] No [ ]</td>
</tr>
</tbody>
</table>
**SCHEDULE I — EARNED INCOME**

List the source, type, and amount of earned income from any source (other than the filer's current employment by the U.S. Government) totaling $500 or more during the preceding calendar year. For a spouse, list the source and amount of any income; list only the source for other spouse earned income exceeding $1,000. See examples below.

Exclude: Military pay (such as National Guard or Reserve pay), federal retirement programs, and benefits received under the Social Security Act.

<table>
<thead>
<tr>
<th>Source</th>
<th>Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Savannah State</td>
<td>Approved Teaching Fee</td>
<td>$6,000</td>
</tr>
<tr>
<td>State of Maryland</td>
<td>Legislative Pension</td>
<td>$9,000</td>
</tr>
<tr>
<td>Civil War Roundtable (Retired)</td>
<td>Spouse Salary</td>
<td>$1,000</td>
</tr>
<tr>
<td>Ontario County Board of Education</td>
<td>Spouse Salary</td>
<td>NA</td>
</tr>
<tr>
<td>Sheridan Equities LLC</td>
<td>Business</td>
<td>44,000</td>
</tr>
<tr>
<td>Sheridan Equities Holdings LLC</td>
<td>Business</td>
<td>330,000</td>
</tr>
<tr>
<td>Scottsdale Eye Surgery</td>
<td>Spouse Salary</td>
<td>NA</td>
</tr>
</tbody>
</table>

For payments to charity in lieu of honoraria, use Schedule II.
### SCHEDULE III—ASSETS AND "UNEARNED" INCOME

#### BLOCK A: Asset and/Or Income Source
- Identify each asset held for investment or production of income with a fair market value exceeding $10,000 at the end of the reporting period, and all other real property asset, or income of income which exceeded more than $50,000 "uneared" income during the tax year.

#### BLOCK B: Value of Asset
- Indicate value of asset at close of reporting year.

#### BLOCK C: Type of Income
- Check all categories that apply. For retirement accounts that do not allow you to choose specific investments that generate tax-deferred income (either Keogh or IRA), you may check the "none" category. For all other assets, indicate the category of income by checking either dividends, interest, or capital gains, even if reinvested, must be included only because it is generated income, the value should be "none."

#### BLOCK D: Amount of Income
- For retirement accounts that do not allow you to choose specific investments that generate tax-deferred income (other than Keogh or IRA), you may check the "none" column. For all other assets, indicate the category of income by checking either dividends, interest, or capital gains, even if reinvested, must be included only because it is generated income. Check "none" if no income was earned or generated.

#### BLOCK E: Transaction
- Indicate if the asset was sold (S), purchased (P), or exchanged (E). If only a portion of an asset is sold, please indicate as follows: (1/2) (portion) that below for example.

<table>
<thead>
<tr>
<th>Asset Description</th>
<th>Type of Income</th>
<th>Amount of Income</th>
<th>Transaction</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheridan Equities</td>
<td>Dividend</td>
<td>$12,345</td>
<td>S</td>
</tr>
<tr>
<td>Sheridan Equities</td>
<td>Interest</td>
<td>$3,456</td>
<td>S</td>
</tr>
<tr>
<td>Defense Corp</td>
<td>Dividend</td>
<td>$4,567</td>
<td>S</td>
</tr>
<tr>
<td>Byers Real Estate</td>
<td>Interest</td>
<td>$5,678</td>
<td>S</td>
</tr>
<tr>
<td>American Century</td>
<td>Dividend</td>
<td>$7,890</td>
<td>S</td>
</tr>
</tbody>
</table>

For additional assets and unearned income, use next page.
**SCHEDULE V— LIABILITIES**

Report liabilities of over $10,000 owed to any one creditor at any time during the reporting period by you, your spouse, or dependent child. Mark the highest amount owed during the year. Excludes: Any mortgage on your personal residence (unless it is rented sub) loans secured by automobiles, household furniture, or appliances; liabilities of a business in which you own an interest (unless you are personally liable); and liabilities owed to a spouse, or the child, parent, or sibling of you or your spouse. Report revolving charge accounts (i.e., credit cards) only if the balance at the close of the preceding calendar year exceeded $10,000.

<table>
<thead>
<tr>
<th>Sr. DC, J,</th>
<th>Creditor</th>
<th>Date Liability Incurred</th>
<th>Type of Liability</th>
<th>Amount of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>May 1999</td>
<td>Mortgage on 123 Main St., Dover, DE</td>
<td></td>
</tr>
<tr>
<td>5P</td>
<td>Chase</td>
<td>2005</td>
<td>Note - 10% 9/27</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Saline Med</td>
<td>2003</td>
<td>Student Loan</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Attie Phoenix Bank</td>
<td>2010</td>
<td>Auto - Shadow Deposit</td>
<td>X</td>
</tr>
</tbody>
</table>

**SCHEDULE VI— GIFTS**

Report the source, a brief description, and the value of all gifts totaling more than $335 received by you, your spouse, or a dependent child from any source during the year.

Excludes: Gifts from relatives, gifts of personal hospitality of an individual, local meals, and gifts to a spouse or dependent child that are totally independent of his or her relationship to you. Gifts with a value of $154 or less need not be added towards the $335 disclosure threshold.

Note: The gift rule (House Rule 25, clause 5) prohibits acceptance of gifts except as specifically provided in the rule.

<table>
<thead>
<tr>
<th>Source</th>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Example</td>
<td>J. K. Joseph &amp; Smith, Attorney, Attorney</td>
<td>$345</td>
</tr>
</tbody>
</table>

Use additional sheets if more space is required.
### SCHEDULE VIII—POSITIONS

Report all positions, compensated or uncompensated, held during the current calendar year as an officer, director, trustee of an organization, partner, proprietor, representative, employee, or consultant of any corporation, firm, partnership, or other business enterprise, any nonprofit organization, any labor organization, or any educational or other institution other than the United States.

Excludes: Positions listed on Schedule I; positions held in any religious, social, fraternal, or political entities (such as political parties and campaign organizations); and positions solely of an honorary nature.

<table>
<thead>
<tr>
<th>Position</th>
<th>Name of Organization</th>
</tr>
</thead>
<tbody>
<tr>
<td>Broker (Managing)</td>
<td>Sheridan Equities LLC</td>
</tr>
<tr>
<td>Managing Member</td>
<td>Sheridan Equities Holdings LLC</td>
</tr>
<tr>
<td>Administrator</td>
<td>Scottsdale Eye Surgery - Spouse</td>
</tr>
</tbody>
</table>

### SCHEDULE IX—AGREEMENTS

Identify the date, parties to, and general terms of any agreement or arrangement with respect to future employment, a leave of absence during the period of government service, continuation or deferral of payments by a former or current employer other than the U.S. Government, or continuing participation in an employee welfare or benefit plan maintained by a former employer.

<table>
<thead>
<tr>
<th>Date</th>
<th>Parties To</th>
<th>Terms of Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/2019</td>
<td>Sheridan Equities Holdings LLC</td>
<td>Agreement with Smart + Brassington, Inc.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Payment of Personal Equity to The Authorised</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Finally, Assume/Participation in Re Sheridan Equities, LLC</td>
</tr>
<tr>
<td></td>
<td>Swartz &amp; Brough, Inc.</td>
<td>New, Contingency by Swartz &amp; Brough, Inc. with The Authorised</td>
</tr>
<tr>
<td></td>
<td></td>
<td>of Real Estate Holdings,</td>
</tr>
</tbody>
</table>
## SCHEDULE IV—TRANSACTIONS

Report any purchase, sale, or exchange transaction by you, your spouse, or dependent child during the reporting period of any security or other property listed on the Statements of Financial Interests. For securities, report each transaction on a block basis in Column A. Enter any transaction on a property basis in Column B. Enter any transaction on a property basis in Column C. Enter any transaction on a property basis in Column D. Enter any transaction on a property basis in Column E. Enter any transaction on a property basis in Column F. Enter any transaction on a property basis in Column G. Enter any transaction on a property basis in Column H. Enter any transaction on a property basis in Column I. Enter any transaction on a property basis in Column J.

### Example

- **Purchase:** A security purchased on October 1, 2023, for $1,000.
- **Sale:** A security sold on November 1, 2023, for $1,200.

### Capital Gains

- **Capital Gains—Net:** If a sales transaction results in a capital gain in excess of $200, check the "capital gain" box and disclose the income on Schedule IV.

<table>
<thead>
<tr>
<th>Type of Transaction</th>
<th>Date</th>
<th>Amount of Transaction</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sale</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exchange</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Details

<table>
<thead>
<tr>
<th>Asset</th>
<th>Description</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This page may be copied if more space is required.
## Schedule VII — Travel Payments and Reimbursements

Identify the source and list travel itinerary, dates, and nature of expenses provided for travel and travel-related expenses totaling more than $305 received by you, your spouse, or a dependent child during the reporting period. Indicate whether a family member accompanied the traveler at the sponsor's expense, and the amount of time, if any, that was not at the sponsor's expense. Disclosure is required regardless of whether the expenses were paid directly by the sponsor or were paid by you and reimbursed by the sponsor.

Excluded: Travel-related expenses provided by federal, state, and local governments, or by a foreign government required to be separately reported under the Foreign Gifts and Decorations Act (5 U.S.C. § 7342); political travel that is required to be reported under the Federal Election Campaign Act; travel provided to a spouse or dependent child that is totally independent of his or her relationship to you.

<table>
<thead>
<tr>
<th>Source</th>
<th>Date(s)</th>
<th>City of Departure—Destination—City of Return</th>
<th>Lodging (Y/N)</th>
<th>Food? (Y/N)</th>
<th>Was a Family Member Included? (Y/N)</th>
<th>Number of Days Out at Sponsor's Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chicago Chamber of Commerce</td>
<td>Mar. 2</td>
<td>DC—Chicago—DC</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>None</td>
</tr>
<tr>
<td>Reptco Corporation</td>
<td>Aug. 6–11</td>
<td>DC—Los Angeles—Cleveland</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>2 Days</td>
</tr>
</tbody>
</table>

This page may be copied if more space is required.
### SCHEDULE II — PAYMENTS MADE TO CHARITY IN LIEU OF HONORARIA

List the source, activity (i.e., speech, appearance, or article), date, and amount of any payment made by the sponsor of an event to a charitable organization in lieu of an honorarium. A separate confidential list of charities receiving such payments must be filed directly with the Committees on Ethics. A green envelope for transmitting the list is included in each Member's filing package.

<table>
<thead>
<tr>
<th>Source</th>
<th>Activity</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>XYZ Magazine</td>
<td>Speech</td>
<td>Feb 3, 2016</td>
<td>$2,000</td>
</tr>
<tr>
<td>N/A</td>
<td>Article</td>
<td>Aug 13, 2016</td>
<td>$500</td>
</tr>
</tbody>
</table>

This page may be copied if more space is required.
**UNITED STATES HOUSE OF REPRESENTATIVES**
**CALENDAR YEAR 2011 FINANCIAL DISCLOSURE STATEMENT**

<table>
<thead>
<tr>
<th>Name: David Schweikert</th>
<th>Daytime Telephone: 202-225-2196</th>
</tr>
</thead>
</table>

**Filler Status**
- Member of the U.S. House of Representatives
- Office or Employee

**Report Type**
- Annual (May 16, 2012)

**Preliminary Information — Answer Each of These Questions**

1. Did you or your spouse have “earned” income (e.g., salaries or fees) of $200 or more from any source in the reporting period? **Yes**/No

2. Did any individual or organization make a contribution to you in excess of $200? **Yes**/No

3. Did you, your spouse, or a dependent child receive any “unearned” income of more than $500 in the reporting period? **Yes**/No

4. Did you hold any reportable positions or be involved in any other transactions requiring disclosure? **Yes**/No

5. Did you engage in any reportable financial activity (more than $15,000) during the reporting period? **Yes**/No

**Exclusion of Spouse, Dependent, or Trust Information — Answer Each of These Questions**

**Trusts**
- Have you or your spouse, or any other person acting for you or your spouse, any interest, direct or indirect, as trustor, beneficiary, protector, or in any other fiduciary capacity in a trust? **Yes**/No

**Exemptions**
- Have you excluded from this report any other assets, “earned” income, transactions, or liabilities of a spouse or dependent child because they meet all three tests for exemption? **Yes**/No
### SCHEDULE I — EARNED INCOME

List the source, type, and amount of earned income from any source (other than the filer's current employment by the U.S. Government) totaling $200 or more during the preceding calendar year. For a spouse, list the source and amount of any honoraria; list only the source for other spouse earned income exceeding $1,000. See examples below.

Excludes: Military pay (such as National Guard or Reserve pay), federal retirement programs, and benefits received under the Social Security Act.

<table>
<thead>
<tr>
<th>Source</th>
<th>Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheridan Equities LLC</td>
<td>Business</td>
<td>$44,000</td>
</tr>
<tr>
<td>Sheridan Equities Holdings LLC</td>
<td>Business</td>
<td>$330,000</td>
</tr>
<tr>
<td>Scottsdale Eye Surgery</td>
<td>Spouse Salary</td>
<td>NA</td>
</tr>
</tbody>
</table>

For payments to charity in lieu of honoraria, use Schedule II.

Signature: [Schweiker, David]

Date: [09-27-2020]
<table>
<thead>
<tr>
<th>Amount of Income</th>
<th>Description of Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0 - $1,000</td>
<td>Example 1</td>
</tr>
<tr>
<td>$1,001 - $5,000</td>
<td>Example 2</td>
</tr>
<tr>
<td>$5,001 - $10,000</td>
<td>Example 3</td>
</tr>
<tr>
<td>$10,001 - $50,000</td>
<td>Example 4</td>
</tr>
</tbody>
</table>

This table may be repeated if more space is required.
### SCHEDULE VIII—POSITIONS

Report all positions, compensated or uncompensated, held during the current calendar year as an officer, director, trustee of an organization, partner, proprietor, representative, employee, or consultant of any corporation, firm, partnership, or other business enterprise, any nonprofit organization, any labor organization, or any educational or other institution other than the United States.

Exclude: Positions listed on Schedule I; positions held in any religious, social, fraternal, or political entities (such as political parties and campaign organizations); and positions solely of an honorary nature.

<table>
<thead>
<tr>
<th>Position</th>
<th>Name of Organization</th>
</tr>
</thead>
<tbody>
<tr>
<td>Managing Member</td>
<td>Sheridan Equities, LLC -</td>
</tr>
<tr>
<td>Manager</td>
<td>Sheridan Equities Holdings, LLC</td>
</tr>
<tr>
<td>Administrator</td>
<td>Scottsdale Eye Surgery - Spouse -</td>
</tr>
</tbody>
</table>

### SCHEDULE IX—AGREEMENTS

Identify the date, parties to, and general terms of any agreement or arrangement with respect to future employment, a leave of absence during the period of government service, contribution or deferral of payments by a former or current employer other than the U.S. Government, or continuing participation in an employee welfare or benefit plan maintained by a former employer.

<table>
<thead>
<tr>
<th>Date</th>
<th>Parties To</th>
<th>Terms of Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/2018</td>
<td>Sheridan Equities Holdings, LLC</td>
<td>Agreement with Sheridan Equities Holdings, LLC, to sell to S. B. &amp; J. R. Equity Holdings, LLC, now controlled by Scott Brouse, Inc., upon the liquidation of Real Estate Holdings, Inc.</td>
</tr>
<tr>
<td>Type of Transaction</td>
<td>Date</td>
<td>Amount of Transaction</td>
</tr>
<tr>
<td>---------------------</td>
<td>------</td>
<td>-----------------------</td>
</tr>
<tr>
<td>PURCHASE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>EXCHANGE</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Working Capital**

- If your transactions resulted in a capital gain of over $500, please note the gain amount.
**SCHEDULE VII — TRAVEL PAYMENTS AND REIMBURSEMENTS**

Identify the source and list thetrip itinerary, dates, and nature of expenses provided for travel and travel-related expenses totaling more than $500 received by you, your spouse, or a dependent child during the reporting period. Indicate whether a family member accompanied the traveler at the sponsor’s expense, and if the amount of time, if any, that was not at the sponsor’s expense. Disclosure is required regardless of whether the expenses were paid directly by the sponsor or were paid by you and reimbursed by the sponsor.

**Excludes:** Travel-related expenses provided by federal, state, and local governments, or by a foreign government required to be separately reported under the Foreign Gifts and Decorations Act (5 U.S.C. § 7342); political travel that is required to be reported under the Federal Election Campaign Act; travel provided to a spouse or dependent child that is totally independent of his or her relationship to you.

<table>
<thead>
<tr>
<th>Source</th>
<th>Date (MM/DD)</th>
<th>City of Departure—Destination—City of Return</th>
<th>Lodging (Y/N)</th>
<th>Food (Y/N)</th>
<th>Was a Family Member Included? (Y/N)</th>
<th>Number of Days Paid at Sponsor's Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chicago Chamber of Commerce</td>
<td>Mar. 2</td>
<td>DC—Chicago—DC</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>None</td>
</tr>
<tr>
<td>Reynolds Corporation</td>
<td>Aug. 6-11</td>
<td>DC—Los Angeles—Cleveland</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>2 Days</td>
</tr>
<tr>
<td>Heritage Foundation RSC</td>
<td>July 27-29</td>
<td>NY - LA - PHX</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>0</td>
</tr>
<tr>
<td>Club for Growth</td>
<td>Aug 3-5</td>
<td>DC - DB - PHX</td>
<td>Y</td>
<td>Y</td>
<td>N</td>
<td>0</td>
</tr>
<tr>
<td>American Israel Ed Foundation</td>
<td>Aug 11-21</td>
<td>Flights at Personal Expense</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>7</td>
</tr>
</tbody>
</table>

This page may be copied if more space is required.
## SCHEDULE II—PAYMENTS MADE TO CHARITY IN LIEU OF HONORARIA

List the source, activity (i.e., speech, appearance, or article), date, and amount of any payment made by the sponsor of an event to a charitable organization in lieu of an honorarium. A separate confidential list of charities receiving such payments must be filed directly with the Committee on Ethics. A green envelope for transmitting the list is included in each Member’s filing package.

<table>
<thead>
<tr>
<th>Source</th>
<th>Activity</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>XYZ Magazine Association of American Authors, Washington, DC</td>
<td>Speech</td>
<td>Feb. 2, 2010</td>
<td>$2,000</td>
</tr>
<tr>
<td>N/A</td>
<td>Article</td>
<td>Aug. 13, 2013</td>
<td>$500</td>
</tr>
</tbody>
</table>

This page may be copied if more space is required.
# UNITED STATES HOUSE OF REPRESENTATIVES
# CALENDAR YEAR 2012 FINANCIAL DISCLOSURE STATEMENT

**Name:** Schweikert, David  
**Daytime Telephone:**

<table>
<thead>
<tr>
<th>Filings</th>
<th>Status</th>
<th>Member of the U.S. House of Representatives (check one)</th>
<th>District</th>
<th>E</th>
<th>Officer or Employee</th>
<th>Employing Office</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Report Type</th>
<th>Amendment</th>
<th>Termination Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑ Annual (May 16, 2013)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**PRELIMINARY INFORMATION — ANSWER EACH OF THESE QUESTIONS**

I. Did you or your spouse have "earned" income (e.g., salaries or tips) of $200 or more from any source in the reporting period?  
Yes ☑ No ☐

II. Did any individual or organization make a donation to charity in lieu of paying you for speech, appearance, or article in the reporting period?  
Yes ☑ No ☐

III. Did you, your spouse, or a dependent child receive "unearned" income of more than $200 in the reporting period or hold any reportable asset worth more than $1,000 at the end of the period?  
Yes ☑ No ☐

IV. Did you, your spouse, or a dependent child purchase, sell, or exchange any reportable asset in a transaction exceeding $1,000 during the reporting period?  
Yes ☑ No ☐

V. Did you, your spouse, or a dependent child have any reportable liability (more than $10,000) during the reporting period?  
Yes ☑ No ☐

VI. Did you, your spouse, or a dependent child receive any reportable gift in the reporting period (i.e., aggregating more than $300 and not otherwise disclosed)?  
Yes ☑ No ☐

VII. Did you, your spouse, or a dependent child receive any reportable travel or entertainment for travel in the reporting period worth more than $300 from one source?  
Yes ☑ No ☐

VIII. Did you hold any reportable positions on or before the date of filing in the current calendar year?  
Yes ☑ No ☐

IX. Did you have any reportable agreement or arrangement with an outside entity?  
Yes ☑ No ☐

Each question in this part must be answered and the appropriate schedule attached for each "yes" response.

**EXCLUSION OF SPOUSE, DEPENDENT, OR TRUST INFORMATION — ANSWER EACH OF THESE QUESTIONS**

IPO—Did you purchase any shares that were allocated as a part of an Initial Public Offering?  
Yes ☑ No ☐

TRUSTS—Details regarding "Qualified Blind Trust" approved by the Committee on Ethics and certain other "exempted trusts" listed not to disclose. Have you excluded from this report details of such a trust?  
Yes ☑ No ☐

EXEMPTIONS—Did you exclude from this report any other salary, "unearned" income, transactions, or liabilities of a spouse or dependent child because they meet all three tests for exemption?  
Yes ☑ No ☐
**SCHEDULE I—EARNED INCOME**

List the source, type, and amount of earned income from any source (other than the Holder's current employment by the U.S. Government) totaling $200 or more during the preceding calendar year. For a spouse, list the source and amount of any honoraria; list only the source for other spouse earned income exceeding $1,000. See examples below.

Exclude: Military pay (such as National Guard or Reserve pay), federal retirement programs, and benefits received under the Social Security Act.

<table>
<thead>
<tr>
<th>Source</th>
<th>Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kansas State</td>
<td>Approved Teaching Fee</td>
<td>$5,000</td>
</tr>
<tr>
<td>State of Maryland</td>
<td>Legislative Pension</td>
<td>$9,000</td>
</tr>
<tr>
<td>Civil War Roundtable (Oct 2019)</td>
<td>Spouse Speech</td>
<td>$7,000</td>
</tr>
<tr>
<td>Ontario County Board of Education</td>
<td>Spouse Salary</td>
<td>NA</td>
</tr>
<tr>
<td>Sheridan Equities LLC</td>
<td>Business</td>
<td>8,000</td>
</tr>
<tr>
<td>Sheridan Equities Holdings LLC</td>
<td>Business</td>
<td>94,000</td>
</tr>
<tr>
<td>Scottsdale Eye Surgery</td>
<td>Spouse Salary</td>
<td>NA</td>
</tr>
</tbody>
</table>

For payments to charity in lieu of honoraria, use Schedule II.
**SCHEDULE III—ASSETS AND "UNEARNED" INCOME**

<table>
<thead>
<tr>
<th>Block A</th>
<th>Block B</th>
<th>Block C</th>
<th>Block D</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Asset and/or Income Source</strong></td>
<td><strong>Value of Asset</strong></td>
<td><strong>Type of Income</strong></td>
<td><strong>Amount of Income</strong></td>
</tr>
<tr>
<td>Identify (a) each asset held for investment or production of income with a fair market value exceeding $10,000 at the end of the reporting period, and (b) all other assets held for investment or production of income which generate income (e.g., income-producing real property, investment property, stocks and bonds, etc.). An asset held for future sale is not an investment or production of income asset.</td>
<td>Indicate value of asset at close of reporting period. If you use a valuation method other than the fair market value, please specify the method used.</td>
<td>Check all captions that apply for income or gains that do not generate income. In this case, you may check &quot;In-Dependent Dividends, Interest, and Capital Gains, Even If Not Invested,&quot; but &quot;Income-Earner&quot; and &quot;None&quot; if income was earned or generated.</td>
<td>For assetspecification, check &quot;Financial Statement&quot; in Block C; you may check &quot;None&quot; column. For all other assets, indicate the category of income by checking the appropriate box below. Dividends, Interest, and Capital Gains, Even If Not Invested, must be disclosed as income. Check &quot;None&quot; if the asset generated no income during the reporting period.</td>
</tr>
</tbody>
</table>

For dividends, interest, and capital gains, even if not invested, must be disclosed as income. Check "None" if the asset generated no income during the reporting period. For additional assets and unearned income, see next page.

<table>
<thead>
<tr>
<th>Asset</th>
<th>Value</th>
<th>Type of Income</th>
<th>Amount of Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheridan Equities</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sheridan Equities Holdings</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DeFeo's farm</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brown &amp; Brown</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>American Travel Escape</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For a detailed discussion of Schedule III requirements, please refer to the instruction booklet.
<table>
<thead>
<tr>
<th>Asset and/or Income Source</th>
<th>BLOCK B: Year-End Value of Asset</th>
<th>BLOCK C: Type of Income</th>
<th>BLOCK D: Amount of Income</th>
<th>BLOCK E: Transaction</th>
</tr>
</thead>
<tbody>
<tr>
<td>AZ State Retirement</td>
<td></td>
<td></td>
<td></td>
<td>Ret.</td>
</tr>
<tr>
<td>Mortgage CD Tax Lien</td>
<td>Y</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Potem Voyager</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Portem GrowthPlan</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minnesota Life</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W行使 Target Growth</td>
<td>Y</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Advance $600</td>
<td>Y</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Advance $1001</td>
<td>Y</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Advance $650</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Metric Lynch</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BLKRM INT 1.2</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BLKRM SG 6.2</td>
<td>Y</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BLKRM LG CP 6.2</td>
<td>Y</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BLKRM GPT 6.1</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BLKRM GPT 6.2</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This page may be copied if more space is required.
## SCHEDULE III—ASSETS AND "UNEARED" INCOME

**Continuation Sheet (if needed)**

<table>
<thead>
<tr>
<th>BLOCK A</th>
<th>BLOCK B</th>
<th>BLOCK C</th>
<th>BLOCK D</th>
<th>BLOCK E</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asset and/or Income Source</td>
<td>Year-End Value of Asset</td>
<td>Type of Income</td>
<td>Amount of Income</td>
<td>Transaction</td>
</tr>
<tr>
<td>Rentes Property</td>
<td>11011 N 32** St, Scottsdale, AZ</td>
<td>X</td>
<td>X</td>
<td>Y</td>
</tr>
</tbody>
</table>

---

This page may be copied if more space is required.
**SCHEDULE V—LIABILITIES**

Report liabilities of over $10,000 owed to any one creditor at any time during the reporting period by you, your spouse, or dependent child. Mark the highest amount owed during the year. Members are required to report all liabilities secured by real property including mortgages on their personal residence. Exclusions: Any mortgage on your personal residence (unless it is rented out or you are a Member); loans secured by automobiles, household furniture, or appliances; liabilities of a business in which you have an interest (unless you are personally liable); and liabilities owed to a spouse, or the child, parent, or sibling of you or your spouse. Report revolving charge accounts (i.e., credit cards) only if the balance at the close of the preceding calendar year exceeded $10,000. This column is for liabilities held solely by your spouse or dependent child.

<table>
<thead>
<tr>
<th>SP, DCJT</th>
<th>Creditor</th>
<th>Date Liability Incurred</th>
<th>Type of Liability</th>
<th>Amount of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>May 1998</td>
<td>Mortgage on 123 Main St, Dover, DE</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Chase</td>
<td>2005</td>
<td>Note, 1101 N 98</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SallieMae</td>
<td>2003</td>
<td>Student Loan</td>
<td>Y</td>
</tr>
<tr>
<td></td>
<td>Metro Ph Bank</td>
<td>2010</td>
<td>Note, Sheridan Eq</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ING/Chase</td>
<td>2007</td>
<td>Note, Residents</td>
<td>X</td>
</tr>
</tbody>
</table>

**SCHEDULE VI—GIFTS**

Report the source, a brief description, and the value of all gifts totaling more than $300 received by you, your spouse, or a dependent child from any source during the year. Exclusions: Gifts from relatives; gifts of personal hospitality; gifts of personal property, such as cash, loans, and credits; gifts to a spouse or dependent child that are totally independent of his or her relationship to you; gifts with a value of $140 or less need not be added towards the $300 disclosing threshold.

<table>
<thead>
<tr>
<th>Source</th>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Example</td>
<td>Mr. Joseph X Smith, Attorney, Attorney</td>
<td>Silver Ring (determination of personal relationship received from Committee on Ethics)</td>
</tr>
</tbody>
</table>

| NIB |

Use additional sheets if more space is required.
## SCHEDULE VII — TRAVEL PAYMENTS AND REIMBURSEMENTS

Identify the source and list travel itinerary, dates, and nature of expenses provided for travel and travel-related expenses totaling more than $300 received by you, your spouse, or a dependent child during the reporting period. Indicate whether a family member accompanied the traveler at the sponsor's expense, and the amount of time, if any, that was not at the sponsor's expense. Disclosure is required regardless of whether the expenses were paid directly by the sponsor or were paid by you and reimbursed by the sponsor.

Excludes: Travel-related expenses provided by federal, state, and local governments, or by a foreign government required to be separately reported under the Foreign Gifts and Decorations Act (5 U.S.C. §7342); political travel that is required to be reported under the Federal Election Campaign Act; travel provided to a spouse or dependent child that is totally independent of his or her relationship to you.

<table>
<thead>
<tr>
<th>Source</th>
<th>Date(s)</th>
<th>City of Departure—Destination—City of Return</th>
<th>Lodging? (Y/N)</th>
<th>Food? (Y/N)</th>
<th>Was a Family Member Included? (Y/N)</th>
<th>Number of days not at sponsor's expense</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chicago Chamber of Commerce</td>
<td>Mar 2</td>
<td>DC—Chicago—DC</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>None</td>
</tr>
<tr>
<td>Reprofit Corporation</td>
<td>Aug 8-11</td>
<td>DC—Los Angeles—Cleveland</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>2 Days</td>
</tr>
<tr>
<td>Club for Growth</td>
<td>Mar 8-10</td>
<td>DC—PBI—DC</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>0</td>
</tr>
<tr>
<td>Heritage Foundation—RSC</td>
<td>Jan 23-27</td>
<td>DC—PHL—DC</td>
<td>Y</td>
<td>Y</td>
<td>N</td>
<td>0</td>
</tr>
</tbody>
</table>

This page may be copied if more space is required.
**SCHEDULE VIII—POSITIONS**

Report all positions, compensated or uncompensated, held during the current calendar year as an officer, director, trustee of an organization, partner, proprietor, representative, employee, or consultant of any corporation, firm, partnership, or other business enterprise, any nonprofit organization, any labor organization, or any educational or other institution other than the United States.

Excludes: Positions listed on Schedule I; positions held in any religious, social, fraternal, or political entities (such as political parties and campaign organizations); and positions solely of an honorary nature.

<table>
<thead>
<tr>
<th>Position</th>
<th>Name of Organization</th>
</tr>
</thead>
<tbody>
<tr>
<td>Managing Member</td>
<td>Sheridan Equities LLC</td>
</tr>
<tr>
<td>Managing Member</td>
<td>Sheridan Equities Holdings LLC</td>
</tr>
<tr>
<td>Administrator</td>
<td>ScHoddes Eye Surgery - spouse</td>
</tr>
</tbody>
</table>

**SCHEDULE IX—AGREEMENTS**

Identify the date, parties to, and general terms of any agreement or arrangement with respect to future employment, a leave of absence during the period of government service; continuation or deferral of payments by a former or current employer other than the U.S. Government; or continuing participation in an employee welfare or benefit plan maintained by a former employer.

<table>
<thead>
<tr>
<th>Date</th>
<th>Parties To</th>
<th>Terms of Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/2018</td>
<td>Sheridan Equities Holdings LLC</td>
<td>Agreement with ScHoddes + Brookhans, Inc. to continue participation in an employee welfare plan maintained by a former employer.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Agreement with ScHoddes + Brookhans, Inc. to continue participation in an employee welfare plan maintained by a former employer.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>New contract by ScHoddes &amp; Brookhans, Inc. with the Oregon Health Authority of Real Estate Holdings.</td>
</tr>
</tbody>
</table>
# UNITED STATES HOUSE OF REPRESENTATIVES
## 2013 FINANCIAL DISCLOSURE STATEMENT

**For Use by Members, Officers, and Employees**

**Name:** Schaefer, David  
**Daytime Telephone:** 222-225-2190  
**(Office Use Only)**

### Preliminary Information – Answer Each of These Questions

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Did you, your spouse, or your dependent child have any reportable debt of more than $1,000 at the end of the reporting period?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Did you, your spouse, or your dependent child purchase, sell, or exchange any security or limited partnership interest in a transaction exceeding $1,000 during the reporting period?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Did you or your spouse have any income from real estate rentals or from partnerships, or holding of $10,000 or more during the reporting period?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Did you, your spouse, or your dependent child have any reportable liability exceeding $10,000 at any point during the reporting period?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. Did you hold any reportable positions during the reporting period or in the previous calendar year, up through the date of filing?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**ATTACH THE CORRESPONDING SCHEDULE IF YOU ANSWER “YES”**

### IPO, Exclusion of spouse, dependent, or Trust Information – Answer Each of These Questions

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>IPO – Did you purchase any shares that were offered as a part of an initial public offering during the reporting period?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TRUSTS – Details regarding “Qualified Blind Trust” as defined by the Committee on Ethics and any other “exempted trusts” must not be included. Have you included from this report details of such a trust that benefits you, your spouse, or dependent child?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>EXEMPTION – Have you excluded from the report any other stocks, uninsured securities, or obligations of a corporate or independent child because they meet all three tests for exemption? Do not answer “yes” unless you have first consulted with the Committee on Ethics.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>#</td>
<td>Name</td>
<td>Value of Asset</td>
</tr>
<tr>
<td>---</td>
<td>-------</td>
<td>----------------</td>
</tr>
<tr>
<td>1</td>
<td>Schweikert, David</td>
<td></td>
</tr>
</tbody>
</table>

**SHEDULE A - ASSETS & UNERNAED INCOME**

<table>
<thead>
<tr>
<th>Name</th>
<th>Value of Asset</th>
<th>Type of Income</th>
<th>Amount of Income</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Use additional sheets if more space is required.
### SCHEDULE B—ASSETS AND "UNEARNED" INCOME

** BLOCK A **

- **Asset and/or Income Source**
  - Include any asset held for investment or productive use.
  - For income, report any $1,000 or more.
  - If the asset or income is a partnership or corporation, provide details.

** BLOCK B **

- **Value of Asset**
  - Include value of asset at close of reporting period. If the value exceeds $10,000, provide details.
  - If the asset was sold during the reporting period and the value is included, provide details.

** BLOCK C **

- **Type of Income**
  - Check all that apply for each source.
  - For sources that generate non-deferred income (such as 401(k) plans), include the amount separately.

** BLOCK D **

- **Amount of Income**
  - Include annual income for each source. This includes income earned or generated during the reporting period.

For additional assets and unearned income, use next page.
<table>
<thead>
<tr>
<th>Net Worth Year-End Value of Asset (Line 24)</th>
<th>Amount of Income (Line 5)</th>
<th>Type of Income (Line 3)</th>
<th>Year-End Income (Line 25)</th>
<th>Account Balance (Line 26)</th>
</tr>
</thead>
<tbody>
<tr>
<td>000,000.00 - 100,000.00</td>
<td>A</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>100,000.00 - 200,000.00</td>
<td>B</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>200,000.00 - 500,000.00</td>
<td>C</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>500,000.00 - 1,000,000.00</td>
<td>D</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>1,000,000.00 - 2,000,000.00</td>
<td>E</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>2,000,000.00 - 5,000,000.00</td>
<td>F</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>5,000,000.00 - 10,000,000.00</td>
<td>G</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>10,000,000.00 - 50,000,000.00</td>
<td>H</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>50,000,000.00 - 100,000,000.00</td>
<td>I</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>100,000,000.00 - 250,000,000.00</td>
<td>J</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>ASSET NAME</td>
<td>BLOCK A</td>
<td>BLOCK B</td>
<td>BLOCK C</td>
<td>BLOCK D</td>
</tr>
<tr>
<td>------------</td>
<td>---------</td>
<td>---------</td>
<td>---------</td>
<td>---------</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residence</td>
<td>X</td>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td></td>
<td>12,500</td>
<td>6000</td>
<td>11,000</td>
<td>15,000</td>
</tr>
</tbody>
</table>

Use additional sheets if more space is required.
<table>
<thead>
<tr>
<th>Source (include date of receipt for honoraria)</th>
<th>Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scottsdale Eye Surgery - Spouse</td>
<td>Spouse</td>
<td>N/A</td>
</tr>
<tr>
<td>Sheridan Equities LLC</td>
<td>Business</td>
<td>3,000</td>
</tr>
<tr>
<td>Sheridan Equities Holdings L.L.C.</td>
<td>Business</td>
<td>6,400</td>
</tr>
</tbody>
</table>

Use additional sheets if more space is required.
### SCHEDULE D - LIABILITIES

Name: Schweikert David

Report liabilities of over $10,000 owed to any one creditor at any time during the reporting period to you, your spouse, or your dependent child. Mark the highest amount owed during the reporting period. Owe? Report only if owed at any time during the reporting period. Include any mortgage or other property interest held by you or your spouse or any dependent child. Include any interest held in any business entity that you control or manage. Include any interest in any business entity owned or controlled by you or your spouse or any dependent child. If balance at the end of the reporting period is not $10,000, report.

<table>
<thead>
<tr>
<th>Creditor</th>
<th>Date Liability Incurred</th>
<th>MOYR</th>
<th>Type of Liability</th>
<th>Amount of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>SP Chase</td>
<td>2005</td>
<td></td>
<td>Note</td>
<td>$100,000</td>
</tr>
<tr>
<td>Sallie Mae</td>
<td>2003</td>
<td></td>
<td>Student Loan</td>
<td>$10,000</td>
</tr>
<tr>
<td>Metro Pac Bank</td>
<td>2010</td>
<td></td>
<td>Note - Sherman Ep</td>
<td>$15,000</td>
</tr>
<tr>
<td>Capital One</td>
<td>2007</td>
<td></td>
<td>Note - Residents</td>
<td>$5,000</td>
</tr>
<tr>
<td>Wells Fargo</td>
<td>2011</td>
<td></td>
<td>Note - Residents</td>
<td>$10,000</td>
</tr>
</tbody>
</table>

### SCHEDULE E - POSITIONS

Report all positions, compensated or uncompensated, held during the current or prior calendar year as an officer, director, trustee of an organization, parent, partner, representative, employee, or consultant of any organization, firm, partnership, or other business enterprise, nonprofit organization, labor organization, or educational or other institution other than the United States. Include. Positions held in Schedule C positions held in any religious, social, fraternal, or political activity such as political parties and campaign organizations, and positions held in any foreign country.

<table>
<thead>
<tr>
<th>Position</th>
<th>Name of Organization</th>
</tr>
</thead>
<tbody>
<tr>
<td>Managing Member</td>
<td>Sheridan Equities LLC</td>
</tr>
<tr>
<td>Managing Member</td>
<td>Sheridan Equities Holdings LLC</td>
</tr>
<tr>
<td>Administrator</td>
<td>Scottsdale Eye Surgery - Spouse</td>
</tr>
</tbody>
</table>

(Add additional sheets if more space is required.)
Congress of the United States
House of Representatives
Washington, DC 20515–0306

July 11, 2014

The Honorable K. Michael Conaway
Chairman, House Committee on Ethics
1015 Longworth House Office Building
Washington, DC 20515

Mr. Chairman,

In response to your letter of Jun 12, 2014, I would like to provide the additional information requested.

As it pertains to the June 5, 2013 – June 6, 2013 trip to Salt Lake City to visit with FreedomWorks, I had submitted this line item in error. This trip was paid for using non-official funds. Please strike from my disclosure for the purposes of an amended record.

Additionally, as it pertains to the two line items in Schedule A, may I provide the city and state of Sheridan Equities LLC and Sheridan Equities Holdings LLC respectively: 15819 E Sycamore Dr., Fountain Hills, AZ 85268. Both assets are equity holders in residential rental partnerships/LLCs.

As it pertains to Schedule B, may I amend the current item to read "Sheridan Equities Holdings LLC." The asset which was sold was a single residential property. This change resolves the inconsistency in language to Schedule A.

Finally, for Schedule C, please strike Sheridan Equities LLC and Sheridan Equities Holdings LLC as they are already listed on Schedule A, unearned income.

Sincerely,

David Schweikert
Member of Congress
# UNITED STATES HOUSE OF REPRESENTATIVES
## 2014 FINANCIAL DISCLOSURE STATEMENT

**Form A**
For Use by Members, Officers, and Employees

---

### Name: Schewel, David
Daytime Telephone: 202-225-2194

---

<table>
<thead>
<tr>
<th>FILER STATUS</th>
<th>Member of or Candidate for U.S. House of Representatives</th>
<th>State: A</th>
<th>District: 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TYPE</td>
<td>2014 Annual (Due: May 15, 2015)</td>
<td>Amendment</td>
<td>Termination</td>
</tr>
</tbody>
</table>

---

### PRELIMINARY INFORMATION – ANSWER EACH OF THESE QUESTIONS

- **A.** Did you, your spouse, or your dependent child have any reportable asset that was worth more than $1,000 at the end of the reporting period?  
  - Yes [ ] No [ ]

- **F.** Did you have any reportable agreement or arrangement with an outside entity during the reporting period or in the current calendar year up through the date of filing?  
  - Yes [ ] No [ ]

---

### IPO AND EXCLUSION OF SPouse, DEPENDENT, OR TRUST INFORMATION - ANSWER EACH OF THESE QUESTIONS

- **B.** Did you, your spouse, or your dependent child purchase, sell, or exchange any securities or reportable real estate at a transaction exceeding $1,000 during the reporting period?  
  - Yes [ ] No [ ]

- **G.** Did you, your spouse, or your dependent child receive any reportable gift totaling more than $375 in value from a single source during the reporting period?  
  - Yes [ ] No [ ]

- **C.** Did you or your spouse have "warranted" income (e.g., salaries, honoraria, or pension/RSA distributions) of $200 or more during the reporting period?  
  - Yes [ ] No [ ]

- **H.** Did you, your spouse, or your dependent child receive any reportable income from real estate investments that totaled more than $375 in value from a single source during the reporting period?  
  - Yes [ ] No [ ]

- **D.** Did you, your spouse, or your dependent child have any reportable liability (over $10,000) at any time during the reporting period?  
  - Yes [ ] No [ ]

- **I.** Did you, your spouse, or your dependent child receive any reportable income from a source other than wages or salary during the reporting period?  
  - Yes [ ] No [ ]

- **E.** Did you hold any reportable positions during the reporting period or in the current calendar year up through the date of filing?  
  - Yes [ ] No [ ]

---

**ATTACH THE CORRESPONDING SCHEDULE IF YOU ANSWER "YES"**
<table>
<thead>
<tr>
<th>Asset/Income Source</th>
<th>Book #1</th>
<th>Book #2</th>
<th>Book #3</th>
<th>Book #4</th>
<th>Book #5</th>
<th>Book #6</th>
<th>Book #7</th>
<th>Book #8</th>
<th>Book #9</th>
<th>Book #10</th>
<th>Amount of Income</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Value of Asset</td>
<td>Type of Income</td>
<td>Book #1</td>
<td>Book #2</td>
<td>Book #3</td>
<td>Book #4</td>
<td>Book #5</td>
<td>Book #6</td>
<td>Book #7</td>
<td>Book #8</td>
<td>Book #9</td>
</tr>
<tr>
<td></td>
<td>$2,500</td>
<td>Interest</td>
<td>10,000</td>
<td>15,000</td>
<td>20,000</td>
<td>25,000</td>
<td>30,000</td>
<td>35,000</td>
<td>40,000</td>
<td>45,000</td>
<td>50,000</td>
</tr>
<tr>
<td></td>
<td>$2,500</td>
<td>Dividend</td>
<td>10,000</td>
<td>15,000</td>
<td>20,000</td>
<td>25,000</td>
<td>30,000</td>
<td>35,000</td>
<td>40,000</td>
<td>45,000</td>
<td>50,000</td>
</tr>
<tr>
<td></td>
<td>$2,500</td>
<td>Rental</td>
<td>10,000</td>
<td>15,000</td>
<td>20,000</td>
<td>25,000</td>
<td>30,000</td>
<td>35,000</td>
<td>40,000</td>
<td>45,000</td>
<td>50,000</td>
</tr>
<tr>
<td></td>
<td>$2,500</td>
<td>Royalty</td>
<td>10,000</td>
<td>15,000</td>
<td>20,000</td>
<td>25,000</td>
<td>30,000</td>
<td>35,000</td>
<td>40,000</td>
<td>45,000</td>
<td>50,000</td>
</tr>
</tbody>
</table>

Name: Schweikert, David
## SCHEDULE C - EARNED INCOME

List the source, type, and amount of earned income from any source (other than the filer's current employment by the U.S. government) totaling $200 or more during the reporting period. For a spouse, list the source and amount of any income; list only the source for other spouse earned income exceeding $1,000. See examples below.

**EXCLUDE: Military pay (such as National Guard or Reserve pay), Federal retirement programs, and benefits received under the Social Security Act.**

**INCOME LIMITS AND PROHIBITED INCOME:** The 2014 limit on outside earned income for Members and employees compensated at or above the “senior staff” rate was $200,000. In addition, certain types of income (notably, honoraria, director’s fees, and payments for professional services involving a fiduciary relationship) were totally prohibited.

<table>
<thead>
<tr>
<th>Source (include date of receipt for honoraria)</th>
<th>Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scottsdale Eye Surgery - spouse</td>
<td>Spouse</td>
<td>N/A</td>
</tr>
<tr>
<td>Sheridan Equities Holdings</td>
<td>Business</td>
<td>$93,000</td>
</tr>
</tbody>
</table>

Use additional sheets if more space is required.
**Schedule D - Liabilities**

Report liabilities of over $15,000 owed to any one creditor at any time during the reporting period by you, your spouse, or your dependent child. Mark the highest amount owed during the reporting period. Members: Members are required to report all liabilities secured by real property (including mortgages on their personal residence). Excludes: Any mortgage on your personal residence unless you rent it out or own a Member's trust account by another name. Household furniture or appliances; liabilities of a business in which you own an interest (unless you are personally liable); and liabilities owed to you by a spouse or the child, parent, or sibling of you or your spouse. Report all revolving charge accounts (e.g., credit cards) only if the balance at the close of the reporting period exceeded $15,000. Column F is for liabilities held solely by your spouse or dependent child.

<table>
<thead>
<tr>
<th>Creditor</th>
<th>Date Liability Incurred MO/yr</th>
<th>Type of Liability</th>
<th>Amount of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alaska, Inc.</td>
<td>2021</td>
<td>Student Loan</td>
<td>$50,000</td>
</tr>
<tr>
<td>Metro Bank</td>
<td>2010</td>
<td>Note (Personal)</td>
<td>$30,000</td>
</tr>
<tr>
<td>Weiss, Inc.</td>
<td>2015</td>
<td>Note (Personal)</td>
<td>$10,000</td>
</tr>
</tbody>
</table>

**Schedule E - Positions**

Report all positions, compensated or uncompensated, held during the current or prior calendar year as an officer, director, trustee of an organization, partner, proprietor, representative, employee, or consultant of any corporation, firm, partnership, or other business enterprises; nonprofit organizations; labor organizations; or educational or other institution other than the United States. Exclude: Positions held in any religious, social, fraternal, or political parties (such as political parties and campaign organizations); and positions solely of an honorary nature.

<table>
<thead>
<tr>
<th>Position</th>
<th>Name of Organization</th>
</tr>
</thead>
<tbody>
<tr>
<td>Managing Member</td>
<td>Sheriden Equities, LLC, Sheriden Equities Holdings, LLC</td>
</tr>
<tr>
<td>Administrator (Spouse)</td>
<td>Scottsdale by surgery</td>
</tr>
</tbody>
</table>
### SCHEDULE F – AGREEMENTS

<table>
<thead>
<tr>
<th>Date</th>
<th>Parties to Agreement</th>
<th>Terms of Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/2010</td>
<td>Sheridan Equity Holdings, LLC</td>
<td>Sheridan Equity Holdings, LLC has an agreement with Swartz &amp; Brugh for a portion of residual equity in the partnership formerly managed/participated in by Sheridan Eqi - now controlled by Swartz &amp; Brugh over the acquisition/lesen.</td>
</tr>
</tbody>
</table>

### SCHEDULE G – GIFTS

Report the source (by name), a brief description, and the value of all gifts (less $100) received by you, your spouse, or your dependent child from any source during the year. Include gifts from relatives, gifts of personal hospitality from an individual, meal invites, and gifts to a spouse or dependent child that are totally independent of job or her relationship to you. Gifts with a value of $100 or less need not be added towards the $375 disclosure threshold. Note: the gift rule (House Rule 25, clause 5) prohibits acceptance of gifts except as specifically provided in the rule.

<table>
<thead>
<tr>
<th>Source</th>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Example: Mr. Joseph Smith, Arlington, VA.</td>
<td>Silver Plate (presentation of personal item or received from the Ethics Committee)</td>
<td>$100</td>
</tr>
</tbody>
</table>

Use additional sheets if more space is required.
<table>
<thead>
<tr>
<th>Source</th>
<th>Details</th>
<th>City of Expenditure - Department - City of Residence</th>
<th>Leading</th>
<th>Percent</th>
<th>Family Member Included?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Governor's Office (MED)</td>
<td>Aug 2017</td>
<td>DC Daggy, Dir. 50</td>
<td>T</td>
<td>T</td>
<td>T-</td>
</tr>
<tr>
<td>Source</td>
<td>Activity</td>
<td>Date</td>
<td>Amount</td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------</td>
<td>----------</td>
<td>------</td>
<td>--------</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SCHEDULE I—PAYMENTS MADE TO CHARITY IN LIEU OF HONORARIA

[Signature]

COE.SCHWEIKERT.005178
June 9, 2015

Chairman Charles W. Dent
U.S. House of Representatives
Committee on Ethics
1015 Longworth House Office Building
Washington, DC 20515

Mr. Chairman:

I would like to submit the following additional information to my 2014 financial disclosure in response to your letter dated June 8, 2015. Additionally, I have revised pages two through five out of the 10 pages comprising my disclosure.

Sheridan Equities and Sheridan Equities Holdings are both located at my primary residence, 15819 E. Sycamores Drive, Fountain Hills, Arizona. The remaining assets of Sheridan Equities Holdings for the 2014 year were a single family residential rental and the agreement with Schwartz & Brough.

For Schedule B transactions, two of the three residential rentals were sold during 2014: the Lamer and Willetta properties. Sheridan Equities Holdings retained the 64th Street residential rental, which will show as sold in my 2015 financial disclosure. The 92nd Street residential rental was also sold in 2014 (shown on Schedule B).

There was a rebalancing of the family’s 401(k) shown on Schedule B.

The Wells Fargo note and deed of trust are attached to our primary residence.

The State of Arizona retirement income is part of a defined benefit pension system extended to former elected officials with qualifying service.

Thank you,

[Signature]
## SCHEDULE A – ASSETS & "UNEARNED INCOME"

<table>
<thead>
<tr>
<th>Asset and/or Income Source</th>
<th>Value of Asset</th>
<th>Type of Income</th>
<th>Amount of Income</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Name:** Schweiker, David

### Table Entry:

**Sheridan Equation**

**Sheridan Holdings**
## SCHEDULE C – EARNED INCOME

List the source, type, and amount of earned income from any source other than the filer’s current employment by the U.S. government totaling $500 or more during the reporting period. For a spouse, list the source and amount of any income, but only the source for other spouses’ earned income exceeding $1,000. See examples below.

**INCOME LIMITS and PROHIBITED INCOME:** The 2015 limit on outside earned income for Members and employees compensated at or above the “senior staff” rate was $77,325. In addition, certain types of income (i.e., honoraria, director’s fees, and payments for professional services involving a fiduciary relationship) were totally prohibited.

### Examples of Earnings

<table>
<thead>
<tr>
<th>Source (include date of receipt for honoraria)</th>
<th>Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scottsdale Eye Surgery - Spouse</td>
<td>Spouse</td>
<td>N/A</td>
</tr>
<tr>
<td>Sheridan Equities - Holdings</td>
<td>Business</td>
<td>5,000</td>
</tr>
<tr>
<td>State of Arizona Retirement - EORP</td>
<td>Retirement</td>
<td>42,000</td>
</tr>
</tbody>
</table>

Use additional sheets if more space is required.
**SCHEDULE F – AGREEMENTS**

<table>
<thead>
<tr>
<th>Date</th>
<th>Parties to Agreement</th>
<th>Terms of Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/2010</td>
<td>Sheriden Equities Holdings LLC</td>
<td>Sheriden Equities Holdings LLC has an agreement with Swartz + Bough for a portion of Retail Equity in the Partnership formerly managed/participated in by Sheriden Eq. now controlled by Swartz + Bough with the cooperation of [sic].</td>
</tr>
</tbody>
</table>

**SCHEDULE G – GIFTS**

Report the source (by name), a brief description, and the value of all gifts totaling more than $375 received by you, your spouse, or your dependent child from any source during the year. Exclude gifts from relatives, gifts of personal immediately on an individual, local media, and gifts to a spouse or dependent child that are totally independent of his or her relationship to you. Gifts with a value of $150 or less need not be listed towards the $375 disclosure threshold. Note: The gift rule (House Rule 25), clause 5 prohibits acceptance of gifts except as specifically provided in the rule.

<table>
<thead>
<tr>
<th>Source</th>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Correlate, Inc., Arlington, VA</td>
<td>Sale of personal securities purchased from the Ethics Committee</td>
<td>$500</td>
</tr>
</tbody>
</table>

**Notes:**
- Use additional sheets if more space is required.
<table>
<thead>
<tr>
<th>Source</th>
<th>Activity</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Association of American Associations, DC</td>
<td>Speech</td>
<td>Feb. 2, 2011</td>
<td>$2,000</td>
</tr>
<tr>
<td></td>
<td>Article</td>
<td>Aug. 13, 2014</td>
<td>6500</td>
</tr>
</tbody>
</table>

Use additional sheets if more space is required.
Chairman Charles W. Dent  
U.S. House of Representatives  
Committee on Ethics  
1015 Longworth House Office Building  
Washington, DC 20515

November 9, 2016

Mr. Chairman:

I would like to submit the following additional information to my 2015 financial disclosure in response to the additional information requested by the House Ethics Committee.

Sheridan Equities and Sheridan Equities Holdings are both located at my primary residence, 13819 E. Sycamore Drive, Fountain Hills, Arizona, 85268. Their only remaining asset(s) are subject to ongoing litigation, resulting from a compensation agreement for real estate services with Schwartz & Brough.

Schedule C should read "spouse salary" instead of just "spouse."

Schedule D should read "October 2003" instead of just "2003."

Please accept my appreciation for all the work that you and your team do to ensure that the House of Representatives operates at the highest ethical standards of protocol.

Thank you,

David Schweikert
<table>
<thead>
<tr>
<th>Name:</th>
<th>Schuette, Paul</th>
</tr>
</thead>
<tbody>
<tr>
<td>State:</td>
<td>Michigan</td>
</tr>
<tr>
<td>District:</td>
<td>11</td>
</tr>
<tr>
<td>Office:</td>
<td>2145 R Main</td>
</tr>
<tr>
<td>Phone:</td>
<td>(202) 225-5376</td>
</tr>
<tr>
<td>Fax:</td>
<td>(202) 225-0981</td>
</tr>
</tbody>
</table>

### Financial Disclosure Statement

#### Preliminary Information - Answer Each of the Questions Below

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
<th>Not Applicable</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Are you or your spouse, during the past 5 years, a director, officer, or 10% stockholder of any corporation, partnership, limited liability company, or other entity?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Are you or your spouse, during the past 5 years, employed by the United States Government, another Federal agency or entity, or any foreign or international governmental entity?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Are you or your spouse, during the past 5 years, employed by any other State government, any political subdivision of a State, or a public or private entity that receives Federal financial assistance under a specific program?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Are you or your spouse, during the past 5 years, employed by a foreign or international governmental entity or any entity in which the United States has a direct or indirect financial or proprietary interest as a result of international agreements or arrangements?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Are you or your spouse, during the past 5 years, employed by any entity in which the United States has a direct or indirect financial or proprietary interest as a result of international agreements or arrangements?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Are you or your spouse, during the past 5 years, employed by any entity in which the United States has a direct or indirect financial or proprietary interest as a result of international agreements or arrangements?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Are you or your spouse, during the past 5 years, employed by any entity in which the United States has a direct or indirect financial or proprietary interest as a result of international agreements or arrangements?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Are you or your spouse, during the past 5 years, employed by any entity in which the United States has a direct or indirect financial or proprietary interest as a result of international agreements or arrangements?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Disclosure of Income and Positions

<table>
<thead>
<tr>
<th>Source of Income</th>
<th>Direct Compensation</th>
<th>Indirect Compensation</th>
<th>Indirect Proprietary Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Financial Interest in Any Organization

<table>
<thead>
<tr>
<th>Organization</th>
<th>Percentage</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Family Members

<table>
<thead>
<tr>
<th>Relationship</th>
<th>Name</th>
<th>Employment</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Conclusion

Attach the completed Form E and any supporting documents to this page.
| Schedule A - Assets & "Unearned Income" | Name: Schweikert, David |

<table>
<thead>
<tr>
<th>Block</th>
<th>Value of Asset</th>
<th>Type of Asset</th>
<th>Amount of Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
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<td></td>
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<td>6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Translations</th>
</tr>
</thead>
<tbody>
<tr>
<td>In Chinese</td>
</tr>
</tbody>
</table>

Additional space if more space is required.
<table>
<thead>
<tr>
<th>Source (include date of receipt for honoraria)</th>
<th>Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scottsdale Eye Surgery - Spouse</td>
<td>Spouse</td>
<td>N/A</td>
</tr>
<tr>
<td>Sheridan Equities - Holdings</td>
<td>Business</td>
<td>5,000</td>
</tr>
<tr>
<td>State of Arizona Retirement - SEBP</td>
<td>Retirement</td>
<td>53,000</td>
</tr>
</tbody>
</table>

Use additional sheets if more space is required.
### SCHEDULE D – LIABILITIES

Report liabilities of over $10,000 owed to any one creditor at any time during the reporting period by you, your spouse, or your employer (ind). List the highest amount owed during the reporting period. liabilities incurred in the ordinary course of business are not included. Include any mortgage on your personal residence unless you rent it out or use it as a principal place of business. Include any mortgage on your personal residence or any mortgage on a business in which you own an interest (unless you are an active participant) and liabilities owed to you by a spouse or child, parent, or sibling of you or your spouse. Report a revolving charge account (i.e., credit card) only if the balance at the close of the reporting period exceeded $10,000.

**Example:**

<table>
<thead>
<tr>
<th>Creditor</th>
<th>Date Liability Incurred</th>
<th>Type of Liability</th>
<th>Amount of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sallie Mae</td>
<td>2003</td>
<td>Student Loan</td>
<td>✓</td>
</tr>
</tbody>
</table>

### SCHEDULE E – POSITIONS

Report all positions, compensated or uncompensated, held during the current or prior calendar year as an officer, director, trustee of an organization, partner, proprietor, or an employee, for any corporation, firm, partnership, association, or any similar organization. Organize your entries in columns and use additional sheets if space is required.

**Example:**

<table>
<thead>
<tr>
<th>Position</th>
<th>Name of Organization</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manager Member</td>
<td>Sheridan Equities LLC &amp; Sheridan Equities Holdings LLC</td>
</tr>
<tr>
<td>Administrator - Sport</td>
<td>Scottsde Eye Surgery</td>
</tr>
</tbody>
</table>
### SCHEDULE F – AGREEMENTS

<table>
<thead>
<tr>
<th>Date</th>
<th>Parties to Agreement</th>
<th>Terms of Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1/2018</td>
<td>Sheriden Equities Holdings LLC</td>
<td>Sheriden Equities Holdings LLC has an agreement with Swartz &amp; Brown as a partner of Sheriden Equity on the Partnership formerly managed and participated in by Sheriden Equity, now controlled by Swartz &amp; Brown.</td>
</tr>
</tbody>
</table>

### SCHEDULE G – GIFTS

Report the source, description, and value of all gifts totaling more than $100 received by you, your spouse, or your dependent child from any source during the year. Excludes gifts from immediate family, gifts of personal property from an individual with whom you or your spouse work, and gifts of a business or professional type that are outside the expectations of how you are compensated. Gift with a value of $100 or less need not be noted toward the $2019 disclosure threshold. Note: The gift rule (House Rule 25, clause 1) prohibits acceptance of gifts except as specifically provided in the rule.

<table>
<thead>
<tr>
<th>Source</th>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Source</td>
<td>Activity</td>
<td>Date</td>
</tr>
<tr>
<td>--------</td>
<td>----------</td>
<td>------------</td>
</tr>
</tbody>
</table>
| Examples 1
  - Association of American Associations, Washington, DC
  - 2012 Magazine |
  | Speech   | Jan 1, 2014 | $2,800 |
  | ASAE     | Aug 15, 2013 | $500  |

N/A

Use additional sheets if more space is required.
**Hand Delivered**

**Name:** Schiavo, Dave  
**Daytime Telephone:** 202-225-2190

---

**PRELIMINARY INFORMATION - ANSWER EACH OF THESE QUESTIONS**

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>
| A. Did you, your spouse, or your dependent child:  
  a. Own any real property that was worth more than $1,000 at the end of the reporting period? | | |
| b. Receive more than $200 in income (other than from an employment relationship) from any real property? | | |
| B. Did you, your spouse, or your dependent child:  
  a. Purchase, sell, or exchange any securities or real estate in a transaction exceeding $1,000 during the reporting period? | | |
| C. Did you, your spouse, or your dependent child receive any "fringe" benefits (e.g., insurance, annuity, or pension) or participate in a deferred compensation or profit-sharing plan? | | |
| D. Did you, your spouse, or your dependent child:  
  a. Have any reportable position during the reporting period or in the current calendar year up through the date of filing? | | |

---

**IPO AND EXCLUSION OF SPOUSE, DEPENDENT, OR TRUST INFORMATION - ANSWER EACH OF THESE QUESTIONS**

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>IPO - Did you purchase any shares that were allocated as a part of an Initial Public Offering during the reporting period?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TRUSTS - Details regarding &quot;qualified&quot; trusts approved by the Committee on Ethics and certain other &quot;exempt&quot; trusts must not be disclosed. Have you excluded from this report details of such a trust that benefits you, your spouse, or dependent child?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACCOUNTS RECEIVABLE - Did you receive from a spouse or dependent child any accounts receivable for services, income, or other benefits?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

**USA HOUSE OF REPRESENTATIVES**

**2016 FINANCIAL DISCLOSURE STATEMENT**

**Form A**

For Use by Members, Officers, and Employees

**Date:** 4/10/2016

**Filed by:** Schiavo, Dave

**Telephone:** 202-225-2190

---

**Hand Delivered**
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Asset 1</td>
</tr>
<tr>
<td>2</td>
<td>Asset 2</td>
</tr>
<tr>
<td>3</td>
<td>Asset 3</td>
</tr>
<tr>
<td>4</td>
<td>Asset 4</td>
</tr>
<tr>
<td>5</td>
<td>Asset 5</td>
</tr>
</tbody>
</table>

- **Note:** Additional fields and details are included for each asset as required.
### SCHEDULE A – ASSETS & "UNEARNED INCOME"

<table>
<thead>
<tr>
<th>Assets/Income Sources</th>
<th>Value of Asset</th>
<th>Type of Income</th>
<th>Amount of Income</th>
<th>Transaction</th>
</tr>
</thead>
<tbody>
<tr>
<td>HSR Ply</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Devex Camp</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DPC Camp</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BMW UK</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>American Century</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dalrymple LK</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VCR Tape Group</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adobe Sw 185</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>MBI U S</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BEAK Ext</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ABRA S C</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AZ State Rest</td>
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<tr>
<td>FODP</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

*Use additional sheets if more space is required.*
<table>
<thead>
<tr>
<th>Name</th>
<th>Schweiker</th>
<th>Date</th>
<th>Amount of Transaction</th>
</tr>
</thead>
</table>

SCHEDULE B - TRANSACTIONS

Report transactions in which the reported person either (a) acquired (or disposed of) a direct or indirect financial interest of $5,000 or more in any single transaction; (b) acquired (or disposed of) a direct or indirect financial interest of $10,000 or more in a partnership or other entity; or (c) acquired (or disposed of) a direct or indirect financial interest of $50,000 or more in any entity in which the reported person held, directly or indirectly, a financial interest of $5,000 or more. If the financial interest acquired (or disposed of) is held by any person, state the nature and extent of the reported person's interest and the nature and extent of any interest held by the person on whose behalf the reported person held the financial interest. The amount of the financial interest shall be the value of the financial interest as of the date of the transaction for transactions in a natural person's individual capacity, unless a greater value is derived from the text of the report. In the opinion of the Commission, the financial interest is held in a non-discretionary capacity if the reported person did not have the ability to control the financial interest, the principal purpose of the financial interest is not to provide the ability to control the financial interest, and the reported person is not the principal owner of the financial interest. If the financial interest is held in a capacity other than a non-discretionary capacity, state the nature and extent of any control that the reported person held over the financial interest. The amount of the financial interest shall be the value of the financial interest as of the date of the transaction, unless a greater value is derived from the text of the report. If the financial interest is held in a capacity other than a non-discretionary capacity, state the nature and extent of any control that the reported person held over the financial interest.
## SCHEDULE C – EARNED INCOME

**Name:** Schweikert, David

<table>
<thead>
<tr>
<th>Source (Include date or year for honoraria)</th>
<th>Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scottsdale Eye Surgery – spouse</td>
<td>spousal</td>
<td>N/A</td>
</tr>
<tr>
<td>Sheridan Equities – holdings</td>
<td>business</td>
<td>$5,000</td>
</tr>
<tr>
<td>State of Arizona Retirement – EPRP</td>
<td>retirement</td>
<td>$5,300</td>
</tr>
</tbody>
</table>

*Use additional sheets if more space is required.*
**SCHEDULE D - LIABILITIES**

<table>
<thead>
<tr>
<th>Creditor</th>
<th>Date Liability Incurred</th>
<th>Type of Liability</th>
<th>Amount of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sally Max</td>
<td>2009</td>
<td>Student Loan</td>
<td>✓</td>
</tr>
</tbody>
</table>

**SCHEDULE E - POSITIONS**

<table>
<thead>
<tr>
<th>Position</th>
<th>Name of Organization</th>
</tr>
</thead>
<tbody>
<tr>
<td>Managing Member</td>
<td>Sheridan Equities Llc + Sheridan Equities Holdings Llc</td>
</tr>
<tr>
<td>Administrator - Store</td>
<td>Scottsdale Eye Surgery</td>
</tr>
</tbody>
</table>

Use additional sheets if space is required.
## SCHEDULE F – AGREEMENTS

<table>
<thead>
<tr>
<th>Date</th>
<th>Parties to Agreement</th>
<th>Terms of Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/10/18</td>
<td>Sheridan Equities Holding LLC</td>
<td>Sheridan Equities Holding LLC has an agreement with Swartz &amp; Bough for a portion of Reserve Equity on the Partnership formed. Managed/Participated in by Sheridan Eq., now controlled by Swartz &amp; Bough under the previous terms.</td>
</tr>
</tbody>
</table>

## SCHEDULE G – GIFTS

Report the source (by name), a brief description, and the value of all gifts totaling more than $175 received by you, your spouse, or your dependent child from any source during the year. Exclude: Gifts from relatives, gifts of personal hospitality from an individual, loved ones, and gifts to a spouse or dependent child that are totally independent of his or her relationship to you. Gifts with a value of $150 or less need not be added beyond the $175 disclosure threshold. Note: The gift rule in House Rule XX, clause 22 prohibits acceptance of gifts unless they are specifically provided in the rule.

<table>
<thead>
<tr>
<th>Source</th>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Use additional sheets if space is required.
### SCHEDULE F – AGREEMENTS

<table>
<thead>
<tr>
<th>Date</th>
<th>Parties to Agreement</th>
<th>Terms of Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Maspalco Country - Deferred Compensation - Nationwide</td>
<td>County Sponsored 401K Plan</td>
</tr>
</tbody>
</table>

### SCHEDULE G – GIFTS

Report the source (city name), a brief description, and the value of all gifts totaling more than $200 received by you, your spouse, or your dependent child from any sources during the year. Exclude gifts from relatives, gifts of personal hospitality from an individual, food, meals, and gifts to a spouse or dependent child that are totally independent of life or of the relationship to you. Gifts with a value of $10 or less need not be included towards the $200 disclosure threshold. Note: The gift rule (House Rule 25, clause 5) prohibits acceptance of gifts except as specifically provided in the rule.

<table>
<thead>
<tr>
<th>Source</th>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Use additional sheets if more space is required.
<table>
<thead>
<tr>
<th>Date</th>
<th>City of Departure/Description/City of Return</th>
<th>Lodging?</th>
<th>Travel?</th>
<th>Family Member Reimbursed?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aug 9-11</td>
<td>DC-Madison, WI (DC)</td>
<td>Y</td>
<td>Y</td>
<td>R</td>
</tr>
<tr>
<td>Mar 1-6</td>
<td>DC-Madison, WI (DC)</td>
<td>Y</td>
<td>Y</td>
<td>T</td>
</tr>
</tbody>
</table>

N/A

Use additional sheets if more space is required.
## SCHEDULE I – PAYMENTS MADE TO CHARITY IN LIEU OF HONORARIA

<table>
<thead>
<tr>
<th>Source</th>
<th>Activity</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Example: Association of American Associations, Washington, DC</td>
<td>Speech</td>
<td>Feb 2, 2011</td>
<td>$2,000</td>
</tr>
<tr>
<td></td>
<td>Article</td>
<td>Aug 13, 2014</td>
<td>$600</td>
</tr>
</tbody>
</table>

*Note: List the income, activity (i.e., speech, appearance, or article), date, and amount of any payment made by the sponsor of an event to a charitable organization in lieu of paying an honorarium to you. A separate confidential list of charities receiving such payments must be filed directly with the Committee on Ethics.*
**Schedule A: Assets and "Unearned" Income**

<table>
<thead>
<tr>
<th>Asset</th>
<th>Owner</th>
<th>Value of Asset</th>
<th>Income Type(s)</th>
<th>Income Tax Exempt?</th>
</tr>
</thead>
<tbody>
<tr>
<td>401K PLAN = BARON GROUP (M/F)</td>
<td></td>
<td>$50,000 - $100,000</td>
<td>Tax-Deferred</td>
<td></td>
</tr>
<tr>
<td>401K PLAN = LOCERIS &amp; N (M/F)</td>
<td></td>
<td>$50,000 - $100,000</td>
<td>Tax-Deferred</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>(previously listed as 401K PLAN DEFERRED COMP MARGUERITA COUNTY)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>401K</td>
<td>AZ PORTFOLIO 2009 (FIDELITY IN BOX) (M/F)</td>
<td></td>
<td>$50,000 - $100,000</td>
<td>Tax-Deferred</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(previously listed as AZ 2009 FIDELITY)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>BUSINESS HOLDINGS = SHERIDAN EQUITIES HOLDINGS LLC (1/4)</td>
<td></td>
<td>$100,000 - $500,000</td>
<td>None</td>
</tr>
<tr>
<td></td>
<td></td>
<td>located in FOUNTAIN HILLS, AZ or PENDLETON, OR</td>
<td>REAL ESTATE BUSINESS</td>
<td></td>
</tr>
<tr>
<td></td>
<td>BUSINESS HOLDINGS = SHERIDAN EQUITIES LLC (1/4)</td>
<td></td>
<td>$20,000 - $50,000</td>
<td>None</td>
</tr>
<tr>
<td></td>
<td></td>
<td>located in FOUNTAIN HILLS, AZ</td>
<td>REAL ESTATE BUSINESS</td>
<td></td>
</tr>
<tr>
<td>INSURANCE = APT TPY GROWTH (M/F)</td>
<td></td>
<td>$15,000 - $50,000</td>
<td>None</td>
<td></td>
</tr>
</tbody>
</table>

COE.SCHWEIKERT 005213
<table>
<thead>
<tr>
<th>Asset</th>
<th>Owner</th>
<th>Value of Asset</th>
<th>Income Type(s)</th>
<th>Income</th>
<th>Tx. &gt; $5,000?</th>
</tr>
</thead>
<tbody>
<tr>
<td>INSURANCE</td>
<td>SP</td>
<td>$1,000 - $15,000</td>
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<th>Owner</th>
<th>Value of Asset</th>
<th>Income Type(s)</th>
<th>Income</th>
<th>Tx. &gt; $5,000?</th>
</tr>
</thead>
<tbody>
<tr>
<td>INSURANCE</td>
<td>SP</td>
<td>$1,000 - $15,000</td>
<td>None</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SCHEDULE B: TRANSACTIONS

<table>
<thead>
<tr>
<th>Asset</th>
<th>Owner</th>
<th>Date</th>
<th>Tx. Type</th>
<th>Amount</th>
<th>Cap. Gains &gt; $5,000?</th>
</tr>
</thead>
<tbody>
<tr>
<td>401(k) PLAN</td>
<td>SP</td>
<td>10/08/2017</td>
<td>F</td>
<td>$1,000 - $5,000</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Asset</th>
<th>Owner</th>
<th>Date</th>
<th>Tx. Type</th>
<th>Amount</th>
<th>Cap. Gains &gt; $5,000?</th>
</tr>
</thead>
<tbody>
<tr>
<td>401(k) PLAN</td>
<td>SP</td>
<td>10/12/2017</td>
<td>F</td>
<td>$1,000 - $5,000</td>
<td></td>
</tr>
<tr>
<td>Asset</td>
<td>Owner</td>
<td>Date</td>
<td>Type</td>
<td>Amount</td>
<td></td>
</tr>
<tr>
<td>-------</td>
<td>-------</td>
<td>------</td>
<td>------</td>
<td>----------</td>
<td></td>
</tr>
<tr>
<td>ISIC - 401(k)</td>
<td>SP</td>
<td>12/09/2017</td>
<td>F</td>
<td>$1,000 - $15,000</td>
<td></td>
</tr>
<tr>
<td>ISIC - 401(k)</td>
<td>SP</td>
<td>10/04/2017</td>
<td>F</td>
<td>$1,000 - $15,000</td>
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</tr>
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</table>

Note: Asset class details available at the bottom of this form. For the complete list of asset type abbreviations, please visit [https://obamawhitehouse.archives.gov/first-lady/assets].

**Schedule C: Earned Income**

<table>
<thead>
<tr>
<th>Source</th>
<th>Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>SCOTTISH EYE SURGERY</td>
<td>SPOUSE SALARY</td>
<td>N/A</td>
</tr>
<tr>
<td>PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM</td>
<td>RETIREMENT</td>
<td>$46,423,800</td>
</tr>
</tbody>
</table>

**Schedule D: Liabilities**

<table>
<thead>
<tr>
<th>Owner</th>
<th>Creditor</th>
<th>Date Incurred</th>
<th>Type</th>
<th>Amount of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CANYON STATE CREDIT UNION</td>
<td>JAN 2017</td>
<td>HOME EQUITY LOAN</td>
<td>$25,000 - $100,000</td>
</tr>
<tr>
<td></td>
<td>SALLIE MAE</td>
<td>JAN 2004</td>
<td>STUDENT LOANS</td>
<td>$15,000 - $50,000</td>
</tr>
<tr>
<td></td>
<td>SP ADVANTAGE MASTER CARD</td>
<td>10/30/2017</td>
<td>REVOLVING CHARGE ACCOUNT</td>
<td>$10,000 - $15,000</td>
</tr>
<tr>
<td></td>
<td>CANYON STATE CU MASTER CARD</td>
<td>12/9/2017</td>
<td>REVOLVING CHARGE ACCOUNT</td>
<td>$10,000 - $15,000</td>
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<td></td>
<td>COSTCO CITIBANK VISA</td>
<td>12/3/2017</td>
<td>REVOLVING CHARGE ACCOUNT</td>
<td>$15,000 - $50,000</td>
</tr>
</tbody>
</table>

**Schedule E: Positions**

<table>
<thead>
<tr>
<th>Position</th>
<th>Name of Organization</th>
</tr>
</thead>
<tbody>
<tr>
<td>MANAGING MEMBER</td>
<td>SHERIDAN EQUITIES LLC</td>
</tr>
<tr>
<td>MANAGING MEMBER</td>
<td>SHERIDAN EQUITIES HOLDINGS LLC</td>
</tr>
</tbody>
</table>

**Schedule F: Agreements**

COE.SCHWEIKERT.005215
<table>
<thead>
<tr>
<th>Date</th>
<th>Parties To</th>
<th>Terms of Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 2016</td>
<td>SHERIDAN EQUITIES HOLDINGS</td>
<td>SHERIDAN EQUITIES HOLDINGS LLC HAS AN AGREEMENT WITH SHERIDAN FOR A PORTION OF RESIDENT EQUITY ON THE INVESTMENT FORMALLY MANAGED/PARTICIPATED IN BY SHERIDAN EQUITIES, NOW CONTROLLED BY SHERIDAN. AGREEMENT IPOD UPON THE COMPLETION ISSUE.</td>
</tr>
<tr>
<td>January 2016</td>
<td>MARICOPA COUNTY</td>
<td>COUNTY SPONSORED 337 PLAN.</td>
</tr>
</tbody>
</table>

**Schedule G: Gifts**

None disclosed.

**Schedule H: Travel Payments and Reimbursements**

<table>
<thead>
<tr>
<th>Source</th>
<th>Start Date</th>
<th>End Date</th>
<th>Itinerary</th>
<th>Days at Own Exp</th>
<th>Lodging?</th>
<th>Food?</th>
<th>Family?</th>
</tr>
</thead>
<tbody>
<tr>
<td>THE CLUB FOR GROWTH1</td>
<td>02/12/2017</td>
<td>03/10/2017</td>
<td>WASHINGTON, DC - PALM BEACH, FL - PHOENIX, AZ</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Schedule I: Payments Made to Charity in Lieu of Honoraria**

None disclosed.

**Schedule A and B Asset Class Details**

- 401(k) PLAN
- DPA
- [PROVIDE DETAILS]
- [PROVIDE DETAILS]
- [PROVIDE DETAILS]
- INSURANCE
- [PROVIDE DETAILS]
- [PROVIDE DETAILS]

**Exclusions of Spouse, Dependent, or Trust Information**

IPO: Did you purchase any shares that were allocated as part of an Initial Public Offering? 
- Yes [ ] No [ ]

Trustees: Details regarding "Qualified Beneficial Trusts" approved by the Committee on Ethics and certain other "excepted trusts" need not be disclosed. Have you excluded from this report details of a trust benefiting you, your spouse, or dependent child? 
- Yes [ ] No [ ]

Earnings: Have you excluded from this report any other assets, "unearned" income, transactions, or liabilities of a spouse or
dependent child because they meet all these tests for exemption?

☐ Yes ☐ No

CERTIFICATION AND SIGNATURE

☐ I CERTIFY that the statements I have made on the attached Financial Disclosure Report are true, complete, and correct to the best of my knowledge and belief.

Digitally Signed by: Ron. David Schweikert, 08/13/2018

COE.SCHWEIKERT.005217
EXHIBIT 11
5. Management.

☐ Management of the limited liability company is vested in a manager or managers. The names and addresses of each person who is a manager AND each member who owns a twenty percent or greater interest in the capital or profits of the limited liability company are:

   [Name: David S. Schweikert]
   [ ] member [ ] manager
   [ ] member [ ] manager

☐ Management of the limited liability company is reserved to the members. The names and addresses of each person who is a member are:

   [Name:]
   [ ] member
   [ ] member

   [Name:]
   [ ] member
   [ ] member

The person(s) executing this document need not be a manager or member(s) of the company.

EXECUTED this 24th day of March, 2009.

[Signature]

WILLIAM E. CONNER
ATTORNEY

[Signature]

WILLIAM E. CONNER, ATTORNEY

[Print Name Here]

[Print Name Here]

PHON: [Redacted]

FAX: [Redacted]

COE SCHWEIKERT.005220
**Entity Information**

*Search Date and Time:* 8/29/2018 12:30:33 PM

<table>
<thead>
<tr>
<th>Entity Details</th>
<th>Entity Name:</th>
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</thead>
<tbody>
<tr>
<td>SHERIDAN EQUITIES HOLDINGS, LLC</td>
<td></td>
</tr>
<tr>
<td>L10163836</td>
<td></td>
</tr>
<tr>
<td>Domestic LLC</td>
<td></td>
</tr>
<tr>
<td>Active</td>
<td></td>
</tr>
<tr>
<td>3/31/2009</td>
<td></td>
</tr>
<tr>
<td>In Good Standing</td>
<td></td>
</tr>
<tr>
<td>4/3/2009</td>
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</tr>
<tr>
<td>Perpetual</td>
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<table>
<thead>
<tr>
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<tr>
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<table>
<thead>
<tr>
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<table>
<thead>
<tr>
<th>Formation Date:</th>
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<tbody>
<tr>
<td>3/31/2009</td>
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<table>
<thead>
<tr>
<th>Reason for Status:</th>
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<tbody>
<tr>
<td>In Good Standing</td>
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<table>
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<tr>
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</tbody>
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<table>
<thead>
<tr>
<th>Original Incorporation Date:</th>
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<tbody>
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<td>3/31/2009</td>
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</table>

<table>
<thead>
<tr>
<th>Life Period:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Perpetual</td>
</tr>
</tbody>
</table>

**Business Type:**

**Domicile State:** AZ

https://corp.azcc.gov/BusinessSearch/BusinessList/entityNumber=L10163836

COE.SCHWEIKERT.005221

18-2234_0421
### Arizona Corporations Commission

**Annual Report Due Date:**

**Years Due:**

**Original Publish Date:**

#### 4/17/2009

**Statutory Agent Information**

**Name:**

**Appointed Status:**

**Address:**

**Agent Last Updated:**

**Email:**

**Attention:**

**Mailing Address:**

**County:**

#### 5/20/2009

<table>
<thead>
<tr>
<th>Title</th>
<th>Name</th>
<th>Attention</th>
<th>Address</th>
<th>Date of Taking Office</th>
<th>Last Updated</th>
</tr>
</thead>
</table>

**Entity Known Place of Business**

**Attention:**

**Address:** 15749 E EL LAGO RD, FOUNTAIN HILLS, AZ, 85268, USA

**County:**

**Municipal:**

**Privacy Policy** ([http://www.azcc.gov/Divisions/Administration/Privacy.asp](http://www.azcc.gov/Divisions/Administration/Privacy.asp)) | **Contact Us** ([http://www.azcc.gov/divisions/corporations/contact-us.asp](http://www.azcc.gov/divisions/corporations/contact-us.asp))

**Last Updated:**

**https://corp.azcc.gov/BusinessSearch/businessinfo/entityNumber=1,1010330**

---

**COE: SCHWEIKERT:005222**

---
EXHIBIT 12
ARTICLES OF ORGANIZATION
A.R.S. §29-632

1. Name. The name of the limited liability company is:
   Sheridan Equities LLC

2. Known Place of Business. The address of the company's known place of business in Arizona is:
   15749 E El Lago Dr
   Fountain Hills AZ 85268

3. Statutory Agent. (In Arizona) The name and street address of the statutory agent of the company is:
   Joyce R. Noonan

Acceptance of Appointment By Statutory Agent

Joyce R. Noonan, having been designated to act as Statutory Agent, hereby consent to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statutes.

Signature of Statutory Agent:

[If signing on behalf of a company serving as statutory agent, print company name here]

4. Dissolution. The latest date, if any, on which the limited liability company must dissolve is:
   PERPETUAL

COE SCHWEIKERT.005225
5. Management.

☐ Management of the limited liability company is vested in a manager or managers. The names and addresses of each person who is a manager AND each member who owns a twenty percent or greater interest in the capital or profits of the limited liability company are:

<table>
<thead>
<tr>
<th>Name</th>
<th>[ ] member [ ] manager</th>
<th>[ ] member [ ] manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>David SchweiKert</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City, State, Zip</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

☐ Management of the limited liability company is reserved to the members. The names and addresses of each person who is a member are:

<table>
<thead>
<tr>
<th>Name</th>
<th>[ ] member</th>
<th>[ ] member</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
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</tr>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The person(s) executing this document must not be manager(s) or member(s) of the company.

EXECUTED this 1st day of August, 2021.

[Signature] [Signature]

Your fax and phone number is optional.

Dave SchweiKert  [Print Name Here]

PHONE FAX
See A.B.C. §2-301 et seq. for more info.
Entity Information

Search Date and Time:
8/29/2018 12:29:16 PM

Entity Details

Entity Name:
SHERIDAN EQUITIES LLC

Entity ID:
LL3023541

Entity Type:
Domestic LLC

Entity Status:
Active

Formation Date:
8/2/2006

Reason for Status:
In Good Standing

Approval Date:
8/2/2006

Status Date:
8/2/2006

Original Incorporation Date:
8/2/2006

Life Period:
Perpetual

Business Type:
AZ

Last Annual Report Filed:

Domicile State:

https://corp.azcc.gov/BusinessSearch/BusinessInfo?entityNumber=LL3023541

COE.SCHWEIKERT.005227
889

6/9/2018

Annual Report Due Date:

Years Due:

Original Publish Date:

8/23/2006

Statutory Agent Information

Name:

Joyce R Done

Appointed Status:

Active

Attention:

Address:

Agent Last Updated:

E-mail:

Attention:

Mailing Address:

County:

9/18/2006

Principal Information

Title  Name  Attention  Address  Date of Taking Office  Last Updated
Manager  David Schweikert


Entity Known Place of Business

Attention:

Address: 15749 E El Lago Blvd, Fountain Hills, AZ, 85268, USA

County: Maricopa

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Last Updated: (http://www.azcc.gov/Divisions/corporations/contact-us.aspx)

https://corp.azcc.gov/BusinessSearch/BusinessInfo/entityNumber4L3525541

COE.SCHWEIKERT.005228

18-2334_0420

Page 1 of 1, records 1 to 1 of 1
EXHIBIT 13
## Loan Presentation – Short Form

<table>
<thead>
<tr>
<th>#</th>
<th>Loan Type</th>
<th>Coll. Code</th>
<th>Loan Grade</th>
<th>COMMITMENT Name</th>
<th>TOTAL</th>
<th>CURRENT Loan Balance</th>
<th>Maturity/Terms</th>
<th>Pricing/Ref. Fee</th>
</tr>
</thead>
</table>
| 1  | ROCC      | 10         | 4          | 75,000           | 15,000| 60,000               | 12-month maturity with interest only payments. Principal balance is due at maturity. | 90% - 12% Floor at 7.5%  
| 2  | SORNA     | 72,002     | 0          | 75,000           | 0     | 75,000               | Other Direct Cost: 0 |                |

Total Commitment – Borrower: 75,000  
Related Debt Commitment: 75,000  
Total Relationship Commitment: 75,000

# Credit Purpose:  
<table>
<thead>
<tr>
<th>#</th>
<th>Code</th>
<th>Per</th>
<th>Fed</th>
<th>Pdp</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>12%</td>
<td>13%</td>
<td>20%</td>
</tr>
</tbody>
</table>

Collateral:  
# Description of Collateral:
- 12.0% on three rental properties owned by Mr. & Mrs. Schweikert. See page 2 for details.

# Primary Source of Repayment:  
1. Personal cash flow

# Guarantee(s):  
- NA

# Related Entities:  
- Deposits:  
  - 12 Mon. Avg.
  - 24 Mon. Prg.

# Policy Exceptions:  
- None noted

Appraiser:  
- Name: [Handwritten]
- Date: [Handwritten]

Recommending Officer:  
- Name: [Handwritten]
- Date: [Handwritten]
Borrower: David Schweikert is a local real estate investor and was referred to the bank by Michael Stoverpope. Mr. Schweikert has served the Maricopa Treasurer. Prior to being elected County Treasurer, David represented Scottsdale/Fountain Hills in the Arizona State House of Representatives. David also chaired the State Board of Education where he oversaw billions of dollars in education tax revenue and tax relief from Arizona citizens and businesses. David holds an MBA from the ASU W.P. Carey Executive Program and received his BA from the ASU School of Business with a focus in finance and real estate. David has traveled extensively throughout India, East Asia and Eastern Europe. David and his wife Joyce reside in Fountain Hills where together they run a real estate business.

Loan Purpose: As Mr. Schweikert is planning for congress there is a possibility that he needs additional funds for his marketing campaign. He has requested a $75,000 secured by 3 rental properties that he and his wife own free and clear.

Repayment Sources:
- P&O: Personal cash flow
- SS&O: Liquidation of collateral

Collateral: The bank will have a 1st DOT on 3 separate rental homes owned by Mr. & Mrs. Schweikert. Details of the three homes are as follows:

House 1:
- Address: 3338 E. Willow St., Phoenix, AZ 85008
- Acquisition date: April, 2009
- Size: 1,513 SF
- Purchase price: $27,000
- Improvement Cost: $11,929
- Total Cost: $38,929
- Zillow Value: $139,102

House 2:
- Address: 3221 N. 66th Pl., Phoenix, AZ 85023
- Acquisition date: March, 2009
- Size: 1,673 SF
- Purchase price: $36,000
- Improvement Cost: $7,888
- Total Cost: $43,888
- Zillow Value: $150,000

House 3:
- Address: 6413 W. Laramie Rd., Glendale, AZ 85301
- Acquisition date: March, 2009
- Size: 1,306 SF
- Purchase price: $26,000
- Improvement Cost: $10,021
- Total Cost: $36,021
- Zillow Value: $175,000

Total Cost of the 3 homes: $138,040
Total Zillow value of the 3 homes: $423,000

LTV: 64%
LTV: 27%

The bank appears well secured with the 3 homes.

Supporting Analysis:
Mr. & Mrs. Schweikert have provided the bank with a PFS dated 7/13/10 and it reports total assets of $2,589,060 with $75,630 in liablity. Net worth is $2,513,430. The bank has also obtained personal tax returns for years 2008 and 2009. Mr. & Mrs. Schweikert report personal cash flow of $27,314 and $16,394 for the years 2008 and 2009.

The bank obtained a credit report for David & Joyce Schweikert on 02/10/10. The FICO score reported was 759 and 747 respectively. No current derogating information was noted. Credit scores of 759 and 747.

Recommendation: It is recommended to approve the subject loan request as presented with a risk rating of 4. The borrower reports sufficient personal cash flow to service the subject loan and they also report solid net worth with very manageable debt load. The bank is well secured at a LTV of 64% and LTV of 27%.

COE.SCHWEIKERT.005232
AMRB.0431
16.1234.0432
Credit Covenants

Loan-to-Value:
At all times during the term of the Loan, the unpaid principal balance of the Loan shall not exceed seventy percent (70%) of the value of the Collateral as determined by Lender in Lender’s sole discretion. If for any reason Lender deems an evaluation or appraisal is required to ascertain the value of the Collateral in Lender’s sole discretion, Borrower shall, upon Lender’s request, immediately reduce the unpaid principal balance of the Loan, or deposit sufficient sums with Lender to reduce the loan-to-value ratio to at or below said percentage.

Appraisals:
If deemed necessary by Lender or required by law, Lender shall have the right to order appraisals of the Collateral/Property from time to time from an appraiser selected by Lender, which appraisals shall comply with all federal and state standards for appraisals and otherwise shall be satisfactory to Lender in all material respects. Borrower agrees to pay all cost and expense for all appraisals and reviews thereto ordered by Lender pursuant to this paragraph.

Reporting Covenants

<table>
<thead>
<tr>
<th>Borrower's Financial Statements</th>
<th>Type</th>
<th>FYE</th>
<th>Type</th>
<th>Date</th>
<th>Due Date</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Documentation Requirements

- Standard Loan Pro Documents
- Accounts Receivable / Inventory Analysis
- Other
- Outside Legal Counsel
- Other

8 Conditions Precedent:

8 Modifications / Approval Conditions:

Revised: [Date]
Page 1 of 1

C.O.E. SCHWEIKERT 005233
PROMISSORY NOTE

Principal Amount: $759,000.00

Date of Note: July 30, 2010

Interest Rate: 6%

Term of Note: 3 years

Maturity Date: July 30, 2013

Borrower: Bundex Coles

Lender: New York State Bank

Account: 4950 0224

Address: 6th Floor, 1000 Park Ave.

City: New York

State: NY

Zip: 10028

This is a promissory note executed under the laws of the State of New York, evidencing a loan made by the Lender to the Borrower in the amount of $759,000.00. The Borrower promises to pay to the order of the Lender, or its assigns, the principal sum of $759,000.00, together with interest thereon at the rate of 6% per annum, from the date hereof, payable in monthly installments of $10,600.00, commencing on August 5, 2010, and on the same day of each and every month thereafter until the principal sum is fully paid. The last installment shall be for the remaining principal balance. The Borrower further covenants and agrees to pay to the Lender the principal sum of $759,000.00, together with interest thereon at the rate of 6% per annum, from the date hereof, payable in monthly installments of $10,600.00, commencing on August 5, 2010, and on the same day of each and every month thereafter until the principal sum is fully paid. The last installment shall be for the remaining principal balance.

COE-SCHWEIKERT 005234
PROMISSORY NOTE (Continued)

Lease No.

[Signature]

Lender:

[Signature]

Executed: [Date]

[Signature]

[Address]

COE.SCHWEIKERT.005235
BUSINESS LOAN AGREEMENT

This business loan agreement (the "Loan") is made as of the date hereof by and between [Lender Name], hereinafter referred to as "Lender" and [Borrower Name], hereinafter referred to as "Borrower".

1. **Loan Agreement**
   - The Borrower agrees to borrow [Loan Amount] from the Lender for the purpose of [Purpose].
   - The term of the loan shall commence on [Start Date] and terminate on [End Date].
   - The interest rate on the loan shall be [Interest Rate].

2. **Loan Use**
   - The Borrower agrees to use the proceeds of the loan exclusively for the purpose described in Section 1.

3. **Payment Terms**
   - Payments shall be made [payment frequency] in arrears at the end of each [payment period].
   - The first payment shall be due [first payment due date].

4. **Collateral**
   - The Borrower grants to the Lender a security interest in all personal property and real property owned by the Borrower, as security for the payment of the loan and all interest and costs.

5. **Default**
   - In the event of default, the Lender may, at its option, declare all loans outstanding to be immediately due and payable.

6. **Waiver**
   - No waiver of any provision of this agreement shall be effective unless in writing and signed by the party to be bound thereby.

7. **Governing Law**
   - This agreement shall be governed by and construed in accordance with the laws of [State].

8. **Entire Agreement**
   - This agreement constitutes the entire agreement between the parties and supersedes all prior negotiations and understandings.

9. **Notices**
   - All notices required or permitted hereunder shall be in writing and shall be deemed to be given if mailed by certified or registered mail, postage prepaid, addressed to the parties at the addresses set forth herein, or if delivered personally, or if sent by telecopy, telex or telegraphic service.

[Signatures]

Lender: [Lender Name]
Borrower: [Borrower Name]

Date: [Signature Date]
THOMAS TITLE & ESCROW

RECORDATION REQUESTED BY:
Maria Pavez

Main Office

1686 E. Van Buren Street, Ste #150
Phoenix, AZ 85004

WHEN RECORDING MAIL TO:
Maria Pavez

Main Office

1686 E. Van Buren Street, Suite #150
Phoenix, AZ 85004

FILED 9/5/2010

FOR RECORDING USE ONLY

1 OF 2

DEED OF TRUST

This Deed of Trust is dated July 29, 2010, among Sisianan & Cundill, LLC, whose address is 12710 E. El Lago Blvd, Escondido, CA 92025 (“Trustor”), Maria Pavez Bank, whose address is 1686 E. Van Buren Street, Ste #150, Phoenix, AZ 85004 and Maria Pavez Bank, whose address is 1686 E. Van Buren Blvd., Ste #150 & #150, Phoenix, AZ 85004 (hereinafter referred to as “Trustee”).

CONSIDERATION AND GRANT. For valuable consideration, Trustor remits to Trustee in trust, with power of sale, for the benefit of Trustee as Beneficiary, all of Trustor’s right, title and interest in and to the following described real property, together with all existing or subsequently existing or additional buildings, improvements and fixtures, all easements, rights of way, and appurtenances, all water and water rights therein, through, belonging or in anyway appertaining to the Real Property, and all of Trustor’s water rights that are appurtenant property under Arizona law, including water division rights 15 acres 2 non-agricultural grandmother rights (if applicable), all irrigation rights, all ditch rights, rights to irrigate district water, all contracts for services, all contracts for Central Arizona Project water, and all other water rights and water supplies, and together with all easements, rights of way, and appurtenances, and all other rights, privileges, and easements existing or hereinafter obtained, or otherwise acquired, and all express and implied warranties, if any, of the Real Property, and all easements, rights of way, and appurtenances, and all express and implied warranties, if any, of the Real Property, and all easements, rights of way, and appurtenances, and all express and implied warranties, if any, of the Real Property.

THE REAL PROPERTY described in the following terms:

Lot 440, Section 25, Block 1, Township 6 North, Range 2 East, more particularly described as follows:

The Real Property described in the following terms:

Lot 440, Section 25, Block 1, Township 6 North, Range 2 East, more particularly described as follows:

A tract of land in the City of Phoenix, Arizona, more particularly described as follows:

A tract of land in the City of Phoenix, Arizona, more particularly described as follows:

The Real Property described in the following terms:

Lot 440, Section 25, Block 1, Township 6 North, Range 2 East, more particularly described as follows:

A tract of land in the City of Phoenix, Arizona, more particularly described as follows:

The Real Property described in the following terms:

Lot 440, Section 25, Block 1, Township 6 North, Range 2 East, more particularly described as follows:

A tract of land in the City of Phoenix, Arizona, more particularly described as follows:


COE SCHWEIKERT 005244

16.2234_0446
DEED OF TRUST (Continued)

Trustee to make arrangements satisfactory to Lender to replace such improvements at least equal value.

Lender's Right to Enter. Lender and Guarantor are given and hereby reserved the unconditional right of Lender, at any reasonable times to enter the Real Property in order to maintain the Real Property in a good state of repair, to inspect the Real Property for purposes of verifying Trustor's compliance with any term or condition of this Deed of Trust.

Compliance with Governmental Requirements. Trustor shall promptly comply with all laws, regulations, rules or ordinances to which the Real Property is subject, or any governmental bodies administering the Real Property in connection with any governmental bodies administering the Real Property, including without limitation, the Americans With Disabilities Act. Trustor may convey in good faith any such use, occupancy, or property, and all other conditions or provisions shall remain in full force and effect.

By its acceptance of the property, Trustor agrees to the terms of this Deed of Trust. Trustor shall pay to Lender any and all real estate taxes and assessments, including without limitation any special assessments and any governmental bodies administering the Real Property, or any governmental bodies administering the Real Property or any governmental bodies administering the Real Property, as and when payable.

The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust.

Taxes. Trustor shall pay when due and in full the entire taxes and assessments, including without limitation any special assessments, and all governmental bodies administering the Real Property, or any governmental bodies administering the Real Property, or any governmental bodies administering the Real Property, or any governmental bodies administering the Real Property, as and when payable.

Upon the payment of any taxes and assessments, or any governmental bodies administering the Real Property, or any governmental bodies administering the Real Property, or any governmental bodies administering the Real Property, as and when payable, by the Trustor, Trustor shall execute and deliver to Trustee a Quitclaim Deed of Trust in the form of this Deed of Trust.

Right to Inspection. Trustor shall permit Lender, at any time, and without liability, to inspect the Real Property and all improvements located on or in the Real Property.

Right to Entry. Trustor shall permit Lender, at any time, and without liability, to enter the Real Property and all improvements located on or in the Real Property, so as to inspect the Real Property and all improvements located on or in the Real Property.
DEED OF TRUST

(Concluded)

909

This, Trustee warrants that: (a) Trustee holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Rest Property description or in any other written policy, site survey, or legal opinion issued in favor of, and accepted by, Trustor; and (b) Trustee is duly authorized and capable of delivering to Trustor a deed of trust to the Property.

Defence of Title. Subject to the exception in the paragraph above, Trustor warrants and will forever defend the title to the Property against all lawful claims of all persons. In the event any action or proceeding is commenced that questions Trustor’s title or the interest of Trustor or lender under the Deed of Trust, Trustor or lender, as the case may be, shall be reimbursed for all costs and expenses incurred by lender in defending the Property against such action or proceeding, including all costs and expenses incurred in the Deed of Trust to the lender.

Consequences. Should there be a breach of the warranties set forth above, Trustor will defend and indemnify Trustee and lender against all claims, actions, and proceedings arising out of such breach, and will pay all costs and expenses incurred by Trustee and lender in defending such claims, actions, and proceedings.

Waiver. Trustor hereby waives all rights of setoff, offset, or recoupment with respect to the Property, and hereby agrees that Trustee and lender shall be entitled to foreclose and receive the proceeds of any sale of the Property without the benefit of any setoff, offset, or recoupment.

Reimbursement. Trustor agrees to reimburse Trustee and lender for all costs and expenses incurred in connection with the Deed of Trust, including all costs and expenses incurred in connection with the recording and financing of the Property.

Modifications. This Deed of Trust is subject to the terms and conditions set forth in the Note and the Rest Property description, and is subject to all other terms and conditions agreed to by Trustor and lender. In the event of any conflict between the terms of this Deed of Trust and the terms of the Note or the Rest Property description, the terms of this Deed of Trust shall govern.

Security Agreement. This Deed of Trust is subject to the terms and conditions set forth in the Security Agreement, and is subject to all other terms and conditions agreed to by Trustor and lender. In the event of any conflict between the terms of this Deed of Trust and the terms of the Security Agreement, the terms of this Deed of Trust shall govern.

Notices. All notices required or permitted to be given under this Deed of Trust or the Security Agreement shall be given in writing and shall be deemed to have been given when delivered to the address or telephonic number set forth in the Note or the Security Agreement.

Transmission of Title. Trustee shall deliver to Trustor a deed of trust to the Property, upon the execution and delivery of the Note and theSecurity Agreement.

19.234.048

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DEED OF TRUST
(Continued)

Pursuant to Section 504 of the National Housing Act (Title 12, Section 1709 of the United States Code), herein referred to as the 'Act', the undersigned, known as the 'Borrower', for value received, does hereby convey, transfer, assign, and pledge, unto the Trustee, known as the 'Trustee', all the property described in Exhibit A hereto, for the purpose of securing the payment of the indebtedness evidenced by the Promissory Note referred to in Exhibit B hereto, and all covenants and conditions contained therein. The terms of this Deed of Trust shall be subject to and governed by the provisions of the Act and the Uniform Trust Code as adopted by the State of [State].

1. DESCRIPTION OF PROPERTY:
The property described herein is located at [Address], [City], [State], [Zip Code].

2. TRUSTEE:
The Trustee is [Name], with an address at [Address], [City], [State], [Zip Code].

3. CONDITIONS:
The Borrower agrees to maintain insurance on the property described herein in an amount sufficient to cover any damage or loss, and to comply with all applicable laws and regulations respecting the property. The Trustee shall have the right to enter upon the property and enforce the terms of this Deed of Trust in the event of default by the Borrower.

4. REMEDIES:
In the event of default by the Borrower, the Trustee may, at its option, (a) foreclose the property by sale, (b) pursue any other remedies available under law, or (c) exercise any other remedies provided for herein.

5. COSTS AND EXPENSES:
The Borrower shall pay all costs and expenses incurred in connection with the administration of this Deed of Trust, including attorneys' fees and court costs.

6. INDEMNIFICATION:
The Borrower agrees to indemnify and hold the Trustee harmless from any claims, demands, or liabilities arising out of or in connection with the execution or performance of this Deed of Trust.

7. TERMINATION:
This Deed of Trust shall terminate upon the satisfaction of all obligations secured hereby.

IN WITNESS WHEREOF, the parties have executed this Deed of Trust as of the date first above written.

[Signature]
Borrower's Attorney-in-Fact

[Signature]
Trustee

[Signature]
[Signature]
[Signature]
DEED OF TRUST (Continued)

LEGAL ACCOUNTING, OFFICERS, INTEREST, OR ANY OTHER METHOD, AS THE COLORADO BANKER'S OPTION, IF ANY, CONSIDERED AS BEING IN CONNECTION OR ANY OTHER LENDER, WITH ETC. THE BUSINESS OR TRUSTEE AS TO THE GROUNDS OR STEWARDSHIP OF THE ESTATE. THE REASONABLE ACCOUNTING, ETC. THE BUSINESS OR TRUSTEE AS TO THE GROUNDS OR STEWARDSHIP OF THE ESTATE.

1. If there is any breach or default in the performance or payment of any of the covenants or agreements herein contained, the Trustee shall forthwith give written notice thereof to the Grantor and the Beneficiary, and if the breach or default shall not be remedied within 30 days after such notice, the Trustee may forthwith proceed to sell the Trust Property at public sale to the highest bidder for value paid at such sale, and the Trustee shall have the right, in its discretion, to consent or refuse consent to any modification or extension of any such covenants or agreements, and to make any such sale whether or not the Trustee shall be the highest bidder for the Trust Property at such sale.

2. The Trustee shall have the right to enter upon the Trust Property at any time and from time to time, to make such inspections as it may deem advisable, and to require such information from the Grantor or other persons, as it may deem necessary, with respect to the condition of the Trust Property.

3. The Trustee shall have the right to take possession of the Trust Property and to exercise any of the powers and duties conferred upon it by this instrument, whether or not the Grantor shall be in default under this instrument.

4. The Trustee shall have the right to receive and apply all moneys or other property received by it in trust, in such manner as it may deem advisable, whether or not the Grantor shall be in default under this instrument.

5. The Trustee shall have the right to pay any taxes or other charges against the Trust Property, and to make any necessary repairs to the Trust Property, and to enforce any covenants, agreements, or provisions contained in this instrument, whether or not the Grantor shall be in default under this instrument.

6. The Trustee shall have the right to sell the Trust Property, either at public or private sale, at the option of the Trustee, at such price and upon such terms as the Trustee may deem advisable, whether or not the Grantor shall be in default under this instrument.

7. The Trustee shall have the right to enforce any judgment or decree rendered in any action or proceeding brought by or against the Trustee, whether or not the Grantor shall be in default under this instrument.

8. The Trustee shall have the right to enforce any provisions of this instrument, whether or not the Grantor shall be in default under this instrument.

9. The Trustee shall have the right to exercise any other power or duty conferred upon it by this instrument, whether or not the Grantor shall be in default under this instrument.

10. The Trustee shall have the right to receive and apply all moneys or other property received by it in trust, in such manner as it may deem advisable, whether or not the Grantor shall be in default under this instrument.

11. The Trustee shall have the right to pay any taxes or other charges against the Trust Property, and to make any necessary repairs to the Trust Property, and to enforce any covenants, agreements, or provisions contained in this instrument, whether or not the Grantor shall be in default under this instrument.

12. The Trustee shall have the right to sell the Trust Property, either at public or private sale, at the option of the Trustee, at such price and upon such terms as the Trustee may deem advisable, whether or not the Grantor shall be in default under this instrument.

13. The Trustee shall have the right to enforce any judgment or decree rendered in any action or proceeding brought by or against the Trustee, whether or not the Grantor shall be in default under this instrument.

14. The Trustee shall have the right to enforce any provisions of this instrument, whether or not the Grantor shall be in default under this instrument.

15. The Trustee shall have the right to exercise any other power or duty conferred upon it by this instrument, whether or not the Grantor shall be in default under this instrument.

16. The Trustee shall have the right to receive and apply all moneys or other property received by it in trust, in such manner as it may deem advisable, whether or not the Grantor shall be in default under this instrument.

17. The Trustee shall have the right to pay any taxes or other charges against the Trust Property, and to make any necessary repairs to the Trust Property, and to enforce any covenants, agreements, or provisions contained in this instrument, whether or not the Grantor shall be in default under this instrument.

18. The Trustee shall have the right to sell the Trust Property, either at public or private sale, at the option of the Trustee, at such price and upon such terms as the Trustee may deem advisable, whether or not the Grantor shall be in default under this instrument.

19. The Trustee shall have the right to enforce any judgment or decree rendered in any action or proceeding brought by or against the Trustee, whether or not the Grantor shall be in default under this instrument.

20. The Trustee shall have the right to enforce any provisions of this instrument, whether or not the Grantor shall be in default under this instrument.

21. The Trustee shall have the right to exercise any other power or duty conferred upon it by this instrument, whether or not the Grantor shall be in default under this instrument.

22. The Trustee shall have the right to receive and apply all moneys or other property received by it in trust, in such manner as it may deem advisable, whether or not the Grantor shall be in default under this instrument.

23. The Trustee shall have the right to pay any taxes or other charges against the Trust Property, and to make any necessary repairs to the Trust Property, and to enforce any covenants, agreements, or provisions contained in this instrument, whether or not the Grantor shall be in default under this instrument.

24. The Trustee shall have the right to sell the Trust Property, either at public or private sale, at the option of the Trustee, at such price and upon such terms as the Trustee may deem advisable, whether or not the Grantor shall be in default under this instrument.

25. The Trustee shall have the right to enforce any judgment or decree rendered in any action or proceeding brought by or against the Trustee, whether or not the Grantor shall be in default under this instrument.

26. The Trustee shall have the right to enforce any provisions of this instrument, whether or not the Grantor shall be in default under this instrument.

27. The Trustee shall have the right to exercise any other power or duty conferred upon it by this instrument, whether or not the Grantor shall be in default under this instrument.
Other Provisions. Trustees or Lender shall have any and all other rights and remedies provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender or the Trustee shall give Trustee reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other unenrolled disposition of the Personal Property is to be made. Reasonable notice shall mean not less than 10 days before the time of the sale or disposition. Any sale of the Trust Property may be made in combination with any sale of the Note or other Collateral.

Sale of the Property. To the extent permitted by applicable law, Trustee and Trustee hereby waives any and all rights to have the Property repossessed. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales.

Lender shall be entitled to sell at any public sale on any or all of the Property.

Insurable Polices. Lender shall have the right upon an event of Dishonor, but not the conclusion, to assign all of Trustee’s rights, title and interest in and to all policies of insurance on the Property and any insurance proceeds paid for such insurance to any receiver or any purchaser of the Property at a reference sale, and Trustee hereby appoints Lender as attorney in fact to assign and transfer such policies.

Attorneys Fees. Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sums as the Court may adjudge reasonable attorneys’ fees at the time when any suit is filed, and any expense not prohibited by law, and reasonable expenses Lender incurs that in Lender’s opinion are necessary at any time for the preservation of its interest in the enforcement of its rights shall become a part of the foreclosed debt (except as provided in Section 5 of Article 10, including attorneys fees and court costs). However, such fees and expenses may not exceed the lesser of two percent (2%) of the aggregate principal amount of all the obligations secured by this Deed of Trust or $50,000.

Rights of Trustee. Trustees shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustees are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustees arising as a matter of law, Trustees shall have the power to take the following actions with respect to the Property upon the written request of Lender and Trustee: (a) pay in prepayment and pay a tax or not in the Real Property, including the discharge of any claim or other rights to the public; (b) sell any property or security or take any action in connection with the deed or the property or any interest in the property; (c) prepare any report required or requested under applicable law; (d) enter into any agreement or arrangement with any person or entity, including any sale of the Trust Property; and (e) pay any taxes, assessments or other obligations affecting the Deed of Trust or the Interest of Lender under this Deed of Trust.

Obligations of Trustee. Trustees shall not be liable to notify any other person of a pending sale under any other power or interest held by or assigned to the Trustee, and the Trustees shall be a party, unless the person or entity is a party to the Deed of Trust. Trustees shall not sell or sell the Trust Property or the Trust Property at any sale or other disposition of the Trust Property, subject to the provisions of applicable law.

Successor Trustees. Lender, at its option, may have the right to appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the records of Mecklenburg County, State of North Carolina.

NOTICES. Any notice required to be given under this Deed of Trust, including notice to Lender and any notices of default and other notices, shall be given in writing, and shall be effective when actually received by telegraphic business wire or that is a part of the Trust Property, shall be received in any manner that is reasonable under the circumstances, and shall be effective when actually delivered, unless otherwise required by applicable law, and shall be effective when actually received by telegraphic business wire or any other means that is a part of the Trust Property, shall be received in any manner that is reasonable under the circumstances, and shall be effective when actually delivered, unless otherwise required by applicable law.
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DEED OF TRUST (Continued)

Line No. 914

Page 10

and includes without limitation all assignments and security interest provisions relating to the Real Property and Mortgages.

Defeasance. This word "Defeasance" means the Defeasance set forth in the Deed of Trust in the section titled "Defeasance."


Exit of Defeasance. The words "Exit of Defeasance" mean any of the events of default set forth in the Deed of Trust in the events of defeasance section of the Deed of Trust.

Development. The words "Development" mean in essence a construction, building, structure, mobile home, or improvement of the Real Property, including the improvements thereon and any improvements thereon and the Real Property, and any other improvements or additions to the Real Property.

Identities. The words "Identities" mean all principal, interest, and order accounts, costs and expenses associated with the Deed of Trust Documents, together with all interest of, assignments of, and substitutions for the Real Property or the Receivables Documents and any amounts advanced or advanced by lender to recharge Trustee's obligation or experience insured by Trustee or Lender to enforce Trustee's obligations under the Deed of Trust, together with any other amounts as provided in this Deed of Trust. Specifically, without limitation, identities includes all amounts that may be individually secured by the Receivables Documents and all amounts that may be individually secured by the Real Property Documents.

Lender. The word "Lender" means the person or persons to whom the Trustee is required to make payments or to which Trustee is required to discharge obligations or to which Trustee is required to make payments or to which Trustee is required to discharge obligations.

Note. The word "Note" means the promissory note dated July 30, 2015, in the original principal amount of $75,000,000 from Borrower to Lender, together with all renewals, modifications, amendments, substitutions, assignments of, and substitutions for the promissory note or agreement. NOTICE TO TRUSTEE: THIS NOTE CONTAINS VARIABLE INTEREST RATES.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustee, and now or hereafter acquired by the Trustee, which are not Real Property, together with all accessories, parts, and attachments thereon, all improvements, and any other instruments or documents in which now or hereafter hereinafter evidenced in connection with the Real Property.

Net. The word "Net" means all present and future rents, revenues, returns, issues, royalties, profits and other benefits derived from the Property.

Trustee. The word "Trustee" means Myron Phoens Bank, whose address is 6988 E. Van Buren Rd., Glendale, AZ 85306 and any substitute in successor tenures.

Truster. The word "Truster" means Shannon Gipfels, LLC.
TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND TRUSTOR
AGREES TO ITS TERMS.

TRUSTOR:

[Signature]

By:

[Signature]

[Name]

Manager of Blended Equities, LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF

Co.

On this _______ day of ___________________ 2010, before me, the undersigned
Notary Public, personally appeared [Name], Manager of Blended Equities, LLC, and known to me
as the manager or designated agent of the Limited Liability company that executed the Deed of Trust, and
acknowledged the Deed of Trust to be the free and voluntary act and deed of the Limited Liability company.
By virtue of the powers and authority in said manager or designated agent of the Limited Liability company,
mentioned, and as such agent he or she is authorized to execute this Deed of Trust and in fact executed
the Deed of Trust on behalf of the Limited Liability company.

By:

[Signature]

Notary Public in and for the State of ___________________

[Stamps]

REQUEST FOR FULL RECONVIVANCE

(To be used only when obligations have been paid in full)

To:______________________________

Thru:

This undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums
secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment of
the full indebtedness secured by this Deed of Trust in accordance with the terms hereof, to reconvey to
Grantor, or to the party designated by the terms of this Deed of Trust, the estate now held by you under this
Deed of Trust. Please mail the reconveyance and original Documents to:

Date:

[Stamp]

[Stamp]

LARGO P.R. Lending, Inc.
Co., Preferred Financial Services, Inc. 1981 - 2010. All Rights
Reserved. 4E in CO/LU/US/07/19-256 PR 3

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THOMAS TITLE & ESCROW

ASSIGNMENT OF RENTS

ASSIGNMENT: For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and security to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Maricopa County, State of Arizona:

Lot 600, Section 25 Lot 5, according to the plat of record in the Office of the County Recorder of Maricopa County, Arizona, in Book S of Plat, Page 33.

The Property or the address is commonly known as "3001 N. 86th Dr., Phoenix, AZ 85029.

The Property was identified as an "improvement" in the "ASSESSMENT OF RENTS." This Assignment assumes the indebtedness including, without limitation, a

RECOVERABLE INTEREST in and to the Rents, which obligates Lender to make advances to Borrower as long as Borrower complies with all the terms of the Note.

This Assignment is given as security for the payment of the indebtedness and for the performance of any and all obligations of Borrower and Guarantor under the Note, this Assignment, and the related documents. This Assignment is given and accepted on the following terms:

GUARANTOR'S WAIVERS: Grantor waives all rights or defenses arising by reason of any "used vehicle" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Guarantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, unless or after Guarantor's commencement or prosecution of any bankruptcy action, judgment, or other proceedings in any state or federal court by or against Guarantor, and shall not be entitled to any credit for any payments made to the extent allowed to Lender under Arizona law.

This Assignment covers all of Grantor's rights under Sections 12-1411 through 12-1418 inclusive, A.R.S. 12-142 of the Arizona Revised Statutes, and Rules 1350 of the Arizona Rules of Civil Procedure, as now enacted or hereafter modified, amended or replaced.

RECOVERABLE INTEREST AND INDEMNIFICATION: Lender shall have the right to enforce any lien or encumbrance which Lender has against the Property or any part thereof, and shall be entitled to all sums received from any other person or entity in connection with this Assignment. Borrower waives all defenses that may arise because of any action or omission,
ASSIGNMENT OF RENTS (Continued)

of Lander, including without limitation any failure of Lander to realize upon the Property, or any delay by Lander in exercising upon the Property. Borrower agrees to forever hold with Lander no matter what interest Lander may or may fail to take under the Assignment.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantee shall pay to Lander all amounts due by this Assignment or any Related Documents, shall strictly perform all of Grantee’s obligations under this Assignment. Grantee and until Lander exercises its right to collect the Rents as provided below and as long as there is no default under the Assignment, Grantee may remain in possession of the Property and continue to exercise all rights, powers and remedies of Lender as set forth in the related documents. Borrower hereby grants to the Grantee the right to collect the Rents shall not invalidate Lender’s rights as the use of each collateral in a bankruptcy proceeding.

GRANTOR’S REPRESENTATIONS AND WARRANTIES. Grantee warrants that:

1. Ownership. Grantee is entitled to receive the Rents free and clear of all liens, claims, encumbrances, and other defects as disclosed to, and accepted by, Lender in writing.

2. Right to Assign. Grantee has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

3. No Prior Assignment. Grantee has not previously assigned or conveyed the Rents in any other person or entity.

4. No Further Transfer. Grantee will not sell, assign, encumber, or otherwise dispose of any of Grantee’s rights in the Rents except as provided in this Assignment.

LENDER’S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time and from time to time to pay the Rents into its own account, without being liable to the Grantee for any such action.

ENTER THE PROPERTY. Lender may enter upon and take possession of the Property, demand, collect and receive from the lessees or any persons paying the Rents, all of the Rent or any part thereof, and may use any equipment or tools or other property owned by Grantee and used in connection with the Rents, and may for the purpose of enforcing these provisions, enter upon and take possession of the Property, and may use any equipment or tools or other property owned by Grantee and used in connection with the Rents.

REMEDIES AVAILABLE. Lender may enter upon the Property and retain possession of the Property and keep the same in repair, to the end that Lender may maintain, improve and develop the Property, and to prevent any unauthorized use or occupancy of the Property.

COMPLIANCE WITH LAWS. Lender may do any and all things necessary or helpful in carrying out the terms of this Assignment, including the collection and enforcement of the Rents, in accordance with all applicable laws.

ASSIGNMENT OF RENTS. Lender may assign, transfer, sell or otherwise dispose of all or any part of the Rents, or any part thereof, to any person, firm, partnership, corporation, trust or other entity.

replacement. Lender may assign, transfer, sell or otherwise dispose of all or any part of the Rents, or any part thereof, to any person, firm, partnership, corporation, trust or other entity.

REIMBURSEMENT OF RENTS. If Lender pays or incurs any expense or any loss in connection with the Rents, Lender may deduct such expense or loss in accordance with any applicable law.

LEASES EXPENSES. Lender shall be entitled to all expenses and charges in connection with the Rents, and the fact that Lender shall perform any of the foregoing acts or things shall enable the Lender to construct or modify the same and to have all the power of the Grantee for the purposes stated above.

The Leasing Agreement is effective as of the date of execution hereof.

Annex No. 2

917
ASSIGNMENT OF RENTS (Continued)

Documents, including the instrument of Grantor’s release or discharge of lien when any amount Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender or Grantee’s behalf may (but shall not be obligated to take any action that Lender deems appropriate, or the same permitted by applicable law, including but not limited to discharging or paying liens, fees, expenses incurred, without prejudice to Lender in the event requested or paid by Grantor on the date of repayment by Grantee. All such expenses will reduce the amount of the indebtedness and, in Lender’s opinion, will be payable on demand. (E) to be added to the balance of the Loan and be incorporated into the balance due during either: (1) the term of any applicable insurance policy or (2) any remaining terms of the Loan or (2) be released as a lien, assignment, or offset of any kind which will be sold and payable at the Loan’s maturity. The Assignment also will effect payment of funds amounts. Each Lender shall be in addition to all other rights and remedies to which Lender may be entitled upon default. Except as otherwise provided in this Agreement, Lender may exercise and enforce all of its rights and remedies hereunder during the term of the Loan, and upon request, assign the Loan to any assignee. Except as otherwise provided in this Agreement, Lender may exercise and enforce all of its rights and remedies hereunder during the term of the Loan, and upon request, assign the Loan to any assignee. After the terms of the Loan, Lender may assign the Loan to any assignee. After the terms of the Loan, Lender may assign the Loan to any assignee.
ASSIGNMENT OF RENTS

CONTINUOUS

Grantee: The word "Grantee" means Sheridan Equities LLC.

Guarantor: The word "Guarantor" means the guaranty from guarantors, evidencing, securing, or accommodating party to Vendor, including without limitation a guaranty of all or part of the Notes.

Indebtedness: The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses incurred under the Notes or Related Documents, together with all renewals of, modifications of, consolidations of and substitutions for the Notes or Related Documents and any amounts payable on demand or otherwise under any substitute, extension, or renewal of any of the Notes or Related Documents or any agreements, instruments, or other documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Lender: The word "Lender" means Metro Phoenix Bank, its successors and assigns.

Note: The word "Note" means the promissory note dated July 30, 2010, in the original principal amount of $75,000.00 from Borrower to Lender, together with all renewals of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Property: The word "Property" means all of Grantee's rights, title, and interest in and to all the Property, as described in the "Assignment" section of this Assignment.

Relates Documents: The words "Related Documents" mean all preliminary notices, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Notes: The word "Notes" means all of Grantee's present and future rights, title, and interest, as to, and under any and all present and future leases, including, without limitation, all rents, rentals, tenancies, tenancies from year to year, rents, royalties, licenses, leases, licenses, rentable, cash, or security deposits, advances rents, profits, and proceeds from the Property, and other documents and benefits derived or to be derived from such leases of every kind and nature, whether now in, or hereafter arising, including without limitation Grantee's right to enforce such leases and to receive all rents and other amounts due and payable thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND AGREES TO THE TERMS HEREIN.

By:

Sheridan Equities LLC

By:

David R. Schmeikert, Manager of Sheridan Equities LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF:

COUNTY OF:

On the day of July, 2011, before me, the undersigned

Mayor of Phoenix, personally appeared David R. Schmeikert, Manager of Sheridan Equities LLC, and acknowledged the undersigned to be a member of the limited liability company that executed the ASSIGNMENT OF RENTS and acknowledged the Assignment to the free and voluntary act and deed of the limited liability company, by authority of its officers, in its capacity as operating agreement, for the uses and purposes therein mentioned.

My commission expires 10-4-2011

David R. Schmeikert

Mayor of Phoenix

Notary Public in and for the State of Arizona

Notary Public

CoE: SCHMEIKERT:005260

File: 18-2234_0460
EMPIRE WEST TITLE AGENCY
When recorded refers to:
MTRIO PHOENIX BANK
4605 S. Van Buren St. # 130
Phoenix, AZ 85016

NOTE:

DEED OF RELEASE AND RECONVEYANCE

WHEREAS, the indebtedness secured by the Deed of Trust encumbered by Nationstar Mortgage, LLC, and Metro Phoenix Bank (Beneficiary), whose address is 4605 S. Van Buren, Ste. 130, Phoenix, AZ 85016, dated July 30, 2010 and recorded August 5, 2010 in Document No. 20100075775, of Official Records in the Maricopa County Recorder’s office, Maricopa County, Arizona. The Real Property or its address is commonly known as 3081 N. 84th Drive, Phoenix, AZ 85035.

BENEFICIARY

NOW, THEREFORE, the present Beneficiary under said Deed of Trust does hereby release and reconvey, without restriction or warranty, express or implied, unto the parties legally entitled all right, title and interest which was heretofore acquired by said Beneficiary under said Deed of Trust.

DATED the 27th day of February 2015

BENEFICIARY:
MTRIO PHOENIX BANK:

Michael Moore, EVP & CDO

STATE OF ARIZONA
County of Maricopa

This instrument was acknowledged before me this day 27th day of February 2015 by

Michael Moore, EVP & CDO of Metro Phoenix Bank

My Commission Expires:

COE SCHWEIKERT. 005261
ASSIGNMENT OF RENTS

WHEREAS, the indebtedness accrued by the Assignor of Rents associated by Bennett Express, LLC, at Metro Phoenix Bank (Beneficiary), whose address is 400 E. Van Buren St., Suite 150, Phoenix, AZ 85004, dated July 30, 2010, and recorded August 2, 2010 in Document No. 2010085272, ORIG: Remarked in the Maricopa County Recorder’s Office, Maricopa County, Arizona. The real property described above is commonly known as 201 N. 48th Drive, Phoenix, AZ 85021.

BENEFICIARY

NOW, THEREFORE, the present Beneficiary under said Assignment of Rents does hereby release and surrender, without covenant or warranty, express or implied, unto the assignor legally entitled all rights, title, and interest which was hereinafter expired by said Beneficiary under said Assignment of Rents.

DATED this __ day of __________, 2015

BENEFICIARY:

METRO PHOENIX BANK

Michael Horne, EVP & COO

STATE OF ARIZONA

County of Maricopa

This instrument was acknowledged before me this day __________, 2015, by

Cory Neff

of Metro Phoenix Bank

My Commission Expires: __________

[Notary Public]

COE SCHWEIKERT 005252

10-2204_0442
TRUSTOR'S WAIVERS. Trustor irrevocably waives all rights to defective “legal title” or “marketability” of Real Property, and any other right or remedy which may prevent Trustor from enforcing any interest against Trustee, including a lien for deficiency to the extent Trustee is otherwise entitled to a lien for deficiency, if and after Lender's foreclosure, or completion of any other transaction, with prejudice to or by waiver of any provision of this Deed or this Trust, the Arizona Revised Statutes, or the Arizona Rules of Civil Procedure or any other governmental regulatory body, including, but not limited to, any lien or right of redemption of Trustor or any other right or remedy which may prevent Trustor from enforcing any interest against Trustee.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower shall pay to Lender all indebtedness evidenced by this Deed of Trust as it becomes due, and Borrower and Trustee shall perform all of their respective obligations under the Note, the Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Trustee agree that Borrower's and Trustee's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Trustee may (1) maintain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rent from the Property.

Date of Possession. Trustee shall maintain the Property in reasonably sound and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Trustee represents and warrants to Trustor that (1) during the period of Trustee's ownership of the Property, Trustee has been in compliance with all applicable Environmental Laws; (2) Trustee has no knowledge of, or reason to believe that there has been or is currently any violation of any Environmental Laws or (3) any current or previous violation of any Environmental Laws has been corrected and, if required, shall promptly notify Trustor of any such violation.

REMEDY FOR DEFAULT. The Secured Party(s) may, at its option, exercise any and all rights of the Trustor under the Trust Agreement or any other agreement or instrument in connection with the Trust, and may enforce the Trust Agreement or any other agreement, instrument or any other obligation of the Trustor, in each case in any manner and in any order, which the Secured Party(s) shall deem necessary, proper or advisable.

RECORDATION. addition title to the Property, the Secured Party(s) may cause to be recorded in the records of the county where the Property is located, a notice of assignment recorded in the records of the county where the Property is located, a notice of assignment recorded in the records of the county where the Property is located.

RECORDATION. addition title to the Property, the Secured Party(s) may cause to be recorded in the records of the county where the Property is located, a notice of assignment recorded in the records of the county where the Property is located.

RECORDATION. addition title to the Property, the Secured Party(s) may cause to be recorded in the records of the county where the Property is located, a notice of assignment recorded in the records of the county where the Property is located.

RECORDATION. addition title to the Property, the Secured Party(s) may cause to be recorded in the records of the county where the Property is located, a notice of assignment recorded in the records of the county where the Property is located.
REDACTED
DEED OF TRUST

Insert offset folio 940 Here...
DEED OF TRUST (Continued)

Loan No. 933

Page 10


Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Generally. The word "Guarantor" means the guarantor from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guarantor of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or intensive characteristics, may cause or pose an unusual risk to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their broadest sense and include without limitation any and all hazardous or toxic substances, materials, or wastes as defined by law under the Environmental laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed to the Real Property, facilities, additions, replacements and other enhancements on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all losses of, damages to, substitutions of, modifications of, cancellations of and substitutions for the Note or Related Documents and any amounts interest or advanced by Lender to enforce Trustor's obligations or incurred by Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Land. The word "Land" means Maricopa County Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated July 30, 2010, as the original principal amount of $79,000.00 from Borrower to Lender, together with all renewals of, assignments of, modifications of, amendments to, or consent to the purchase, sale, lease, exchange, or any other transfer of, and substitutions for, any of such property, and together with all proceeds (including without limitation all interest proceeds and 50% of principal proceeds) arising from or connected with the property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interest and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all amendments, addenda, assignments, modifications, agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rights. The word "Rights" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means Maricopa County Bank, whose address is 4800 E. Van Buren Pl., Ste II10 & E110, Phoenix, AZ 85006 and any successor in successor trustee.

Trustor. The word "Trustor" means Sheren Schweikert, LLC.

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND TRUSTEE AGREES TO ITS TERMS.

TRUSTEE:

GURGOAN-EUNES, LLC

By: ________________

Deed of Trust Manager of Sheren Schweikert, LLC

COE.SCHWEIKERT.005272

19-2234_0472
DEED OF TRUST
(Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ____________ 1

COUNTY OF ____________ 1

On this __________ day of July, 2010, before me, the undersigned
Notary Public, personally appeared David E. Schweikert, Manager of
Shortline Equities, LLC, and known to me
to be member or designated agent of the limited liability company that executed the Deed of Trust and
acknowledged the Deed of Trust to be the true and voluntary act and deed of the limited liability company, by
authority of the members or by its governing agreement, for the uses and purposes therein
mentioned, and I certify that the person or persons executing said Deed of Trust are the parties
herein named. The undersigned is the Notary Public in and for the State of ____________

My commission expires: ____________

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: ____________

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums
secured by this Deed of Trust have been fully paid and satisfied. You are hereby advised, upon payment to
us of any sums owing to you under the terms of the Deed of Trust or pursuant to any applicable statute, to
cancel the notes secured by the Deed of Trust which is delivered to you together with this Deed of Trust, and
by return receipt, without warranty to the parties designated by the terms of the Deed of Trust, the estate now
held by you under the Deed of Trust. Please mail the original and certified copies of this

Coe. Schweikert 005273

18-2545_0473
THOMAS TITLE & ESCROW

RECEPIENT REQUESTED BY:
Matrix Phoenix Bank
Main Office
4688 E. Van Buren Street, Ste #100
Phoenix, AZ 85008

WHEN RECORDED MAIL TO:
Matrix Phoenix Bank
Main Office
4688 E. Van Buren Street, Ste #100
Phoenix, AZ 85008

SEND TAX NOTICES TO:
Sheridan Equities, LLC
15160 E. El Paso Blvd
Sunrise Hills, AZ 85029

FOR RECORDER’S USE ONLY

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated July 30, 2010, is made and executed between Sheridan Equities, LLC, whose address is 15160 E. El Paso Blvd, Sunray Hills, AZ 85029, herein referred to as “Grantee,” and Matrix Phoenix Bank, whose address is 4688 E. Van Buren Street, Ste #100, Phoenix, AZ 85008, referred to herein as “Lender.”

ASSIGNMENT. For valuable consideration, Grantee hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantee’s right, title, and interest in and to the rents from the following described Property located in Maricopa County, State of Arizona:

Lot 91, Phase Ten, Three, according to Book T9 of Maps, page 8, records of Maricopa County, Arizona.

The Property is more in substance known as: 9528 E. Ahlstrom Street, Phoenix, AZ 85048. The Property tax identification number is: 121-67-133.

RECEIVING LINDE D PROCEEDS. This Assignment secures the indebtedness, including, without limitation, a running lien of credit, which obligates Lender to make advances to Borrower so long as Borrower complies with all the terms of the Note.

THIS ASSIGNMENT IS GIVEN TO SECURE: (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR AND GRANTEES UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR’S WAIVERS: Grantee waives all rights or defenses arising by reason of any “one action” or “distinct action” law, or any other law which may preserve Lender from bringing any action against Grantee, including, but not limited to, any action to foreclose or prevent foreclosure, or any action to foreclose or prevent the collection of any judgment against Grantee, whether based upon or resulting from any Act of God, or upon any action by or on behalf of the Government of the United States, or any judicial proceeding or action which may be pending or threatened against the Grantee or any of his/her/its property.

JOINDER OF WAIVERS AND RESERVE(S). Lender need not join Borrower in any action or proceeding to protect Lender in connection with this Assignment. Borrower waives any defense that may arise because of any action or omission of Lender, including without limitation any notice of default or right to receive interest on the Property, or any delay by Lender in exercising any rights under the Note. Borrower agrees to remain liable under the Note with Lender no matter what action Lender takes or fails to take under this Assignment.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Document, Grantee shall pay to Lender all amounts owing by this Agreement, as they become due, and shall strictly comply with all ofGrantee’s obligations under this Assignment. Unless and until Lender remediates its rights to collect the Rents as provided herein or as long as there are no defaults under this Agreement, Grantee may remain in possession and control of the Property and collect the Rents, provided that the
ASSIGNMENT OF RENTS

(Continued)

ASSIGNS

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents free and clear of all liens, taxes, assessments, and claims asserted as liens or assessed by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and transfer the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not, assign, convey, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

LENDER'S RIGHT TO MAKE AND COLLECT RENTS. Lender shall have the right at any time, and at any time that any default shall have occurred under the Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authorities:

Notice to Tenant. Lender may send notice to any and all tenants of the Property advising them of the Assignment and directing them to pay all Rents to Lender or Lender's agent.

Rent the Property. Lender may enter upon and take possession of the Property, demand, collect and receive from the tenants or any other person liable therefor, all of the Rents, expenses and sums due or arising in all legal proceedings necessary for the preservation of the Property, including such proceedings as may be necessary to receive possession of the Property, collect the Rents and remove any tenant or lessee or other person from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and take the same in order to have the Property in good condition and maintain the Property in good repair, repair and condition, and also to pay all taxes, assessments and other levies, and the proceeds of any and other insurance obtained by Lenders on the Property.

Compliance with Laws. Lender may do any and all things to execute and carry out the terms of the leases of the Property, and may do any and all other acts, lawful, necessary and requisite of all other governments agencies affecting the Property.

Lease the Property. Lender may rent all or a part of the Property for such rents as seems and on such terms as Lender may deem expedient.

Employ Agents. Lender may employ such agents or agencies as Lender may deem appropriate, either in Lender's name or in Grantor's name, to own and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem expedient and may not contractually and subject to the terms of Grantor and in favor of all the present and potential tenants of the Property as are provided above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed any one or more of the foregoing acts or things shall not create liability to do any other specific act or thing.

APPLICATION OF RENTS. All rents and expenses incurred by Lender in connection with the Property shall be the expense of Grantor, and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it, and any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenses incurred by Lender under this Assignment and not reimbursed from the Rents shall be borne by the Grantor, and shall be payable on demand, with interest at the rate rate from date of reasonable until paid.

FUND PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all of the obligations imposed upon Grantor under this Assignment, the Rents, and the Related Documents, Lender shall execute and deliver to Lender a certificate of satisfaction of this Assignment and acknowledge satisfaction of any and all terms hereof.

LENDER'S EXPENSES. If any action or proceeding is commenced to enforce either this Assignment or any Related Documents, including but not limited to Grantor's failure to make payments or the failure of Grantor to perform any of the obligations imposed upon Grantor, and any and all expenses incurred by Lender in connection therewith shall be payable by Grantor, whether or not Lender is successful in such action or proceeding, and the same shall be payable to Lender immediately upon demand.

LENDER'S REMEDIES. In the event of default by Grantor in the performance of any of the covenants or agreements contained in this Assignment or the Related Documents, the Rents, and the Related Documents, Lender may elect to exercise one or more remedies, including but not limited to the sale or exchange of all or any part of the Property, and in such case, Lender may institute an action or proceeding to foreclose the Property or sell the same or any part thereof, and the same shall be payable to Lender immediately upon demand.

LENDER'S REMEDIES. In the event of default by Grantor in the performance of any of the covenants or agreements contained in this Assignment or the Related Documents, the Rents, and the Related Documents, Lender may elect to exercise one or more remedies, including but not limited to the sale or exchange of all or any part of the Property, and in such case, Lender may institute an action or proceeding to foreclose the Property or sell the same or any part thereof, and the same shall be payable to Lender immediately upon demand.
ASSIGNMENT OF RENTS

(Continued)

Assignor: [Name of Assignor]
Assignee: [Name of Assignee]

Lease No.: [Lease Number]

ASSIGNMENT OF RENTS

(Continued)

Cash Rent: Landlord shall have the right, without notice to Borrower or Guarantor, to take possession of the Premises and collect the Rent, including amounts due and unpaid, and evict the tenant, if any, and terminate the lease or sublease, and to recover all damages and expenses it may suffer by reason of such eviction. In the event that the Rent is not paid or tendered by the tenant, the Landlord shall have the right to collect the Rent, or to enter the Premises and remove the tenant, if any, and to terminate the lease or sublease, and to recover all damages and expenses it may suffer by reason of such eviction.

Assumption of Notes: If the notes are assigned to Landlord, then Guarantor, irrevocably consents to Landlord or its assignee in interest of the assignor to whom the notes are assigned, and Guarantor hereby agrees to the assignment of the notes.

Assumption of Leases: If the leases are assigned to Landlord, then Guarantor, irrevocably consents to Landlord or its assignee in interest of the assignor to whom the leases are assigned, and Guarantor hereby agrees to the assignment of the leases.

Assumption of Other Agreements: If the other agreements are assigned to Landlord, then Guarantor, irrevocably consents to Landlord or its assignee in interest of the assignor to whom the other agreements are assigned, and Guarantor hereby agrees to the assignment of the other agreements.

Restrictions on Assignment: The assignor and/or the assignee, as the case may be, shall not assign this Agreement or any interest therein, or any part thereof, without the written consent of Guarantor, and any attempt to do so shall be void and of no force and effect.

Miscellaneous Provisions: The following miscellaneous provisions are a part of this Assignment:

Amendments: This Assignment, together with any other documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration or amendment to this Assignment shall be effective unless given in writing and signed by the parties or their agents or attorneys.

Confidentiality: The parties to this Assignment shall treat all information as confidential and shall not disclose it to any third party, except as required by law.

Joint and Several Liability: All obligations of Borrower and Guarantor under this Assignment shall be joint and several.

Release: This Agreement shall be considered satisfied upon the payment in full of all amounts due thereunder.

Termination: This Agreement shall terminate upon the occurrence of any of the events set forth in the lease or sublease, and upon the satisfaction of all obligations thereunder.

This Assignment is to be countersigned by the parties and/or their attorneys.

COE.SCHWEIKERT.005277

19:223_0477
ASSIGNMENT OF RENTS
(Continued)

provisions of this Assignment.

On the death of Lessee, Lessee shall not be entitled to have enforced any rights under this Assignment unless such right is given in writing and signed by Lessee. The delay or omission on the part of Landlord in exercising any right that it stands as a waiver of any right or as a waiver of any other provision of this Assignment. By prior written notice by Landlord, all the designated parties may be called to notice of any of Landlord’s rights, at the expense of Landlord, under any future agreements. Whenever the terms of Landlord is the holder of the property hereunder, the assignment of the property shall be subject to the terms and conditions of the payment of the property by the assignor. Nothing herein shall be construed to require compliance with the terms of the property by the assignor of the property. Any notice that is required to be given under this Assignment shall be given in writing, and shall be addressed to the Lessee at such address as may be designated in the address shown. Any notice that is required to be given under this Assignment shall be given in writing, and shall be addressed to the Lessee at such address as may be designated in the address shown.

Powers of Attorney. The various agencies and persons of attorney consented to Lessee under this Assignment are entitled to exercise any power of attorney conferred on such agencies and persons without payment of any compensation or otherwise. Any agency or person of attorney is entitled to exercise any power of attorney conferred on such agency or person without payment of any compensation. Any agency or person of attorney is entitled to exercise any power of attorney conferred on such agency or person without payment of any compensation.

Cash Collateral. Each and every provision of this Assignment is subject to any limitations imposed by the terms of any other agreement. Each and every provision of this Assignment is subject to any limitations imposed by the terms of any other agreement.
ASSIGNMENT OF RENTS

(Continued)

This Assignment:

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ARIZONA

CASE NO.

Plaintiff,

Versus

Defendant.

WHEREAS, the parties hereto have entered into an assignment of rents in the form attached hereto as Exhibit A, which assignment is acknowledged and confirmed by the undersigned.

NOW, THEREFORE, it is hereby agreed and acknowledged by the undersigned that:

1. The undersigned has assigned all of its interest in the subject rents to the Plaintiff.

2. The Plaintiff has assumed all obligations arising under the assignment.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

Plaintiff:

[Signature]

Defendant:

[Signature]

[Address]

[City, State Zip]

[Telephone]

[Email]

[Attorney for Plaintiff]

[Address]

[City, State Zip]

[Telephone]

[Email]

[Attorney for Defendant]
When recorded return to:
METRO PHOENIX BANK
4850 E. Yavapai Rd. #110
Phoenix, AZ 85028

DEED OF RELEASE AND SUBINFEUDANCE

WHEREAS, the instrument signed by the Deed of Trust executed by Raminian Equities, LLC, whose address is 13740 W. El Pago Blvd., Peoria, IL 61520, and Metro Phoenix Bank ( Beneficiary), whose address is 4850 E. Yavapai Rd., #110, Phoenix, AZ 85028, dated July 31, 2014 and recorded August 7, 2014 in Document No. 109098775 of Office Records in the Maricopa County Recorder’s office, Maricopa County, Arizona. The Real Property or its address is thereafter known as 3338 E. Wiltner Street, Phoenix, AZ 85018.

BENEFICIARY

NOW, THEREFORE, the present Beneficiary under and Deed of Trust does hereby release and forever, without covenant or warranty, express or implied, unto the parties legally entitled all right, title and interest which was heretofore assigned by said Beneficiary under and Deed of Trust.

DATED this 5th day of September 2014

BENEFICIARY:
METRO PHOENIX BANK:

C: [Redacted]

STATE OF ARIZONA
County of Maricopa

I, [Redacted], having been lawfully sworn, do hereby certify that the above and preceding instrument was acknowledged before me this day 5th of September 2014 by [Redacted].

My Commission Expires: 3/15/20

Notary Public.

COE SCHWEIKERT 005280
RELEASE OF ASSIGNMENTS OF RENTS

WHEREAS, the following is seized by the Assignor of Rents owned by Phoenix Bank, LLC, whose address is 4198 N 15th Ave, Phoenix, AZ 85013, and the Beneficiary, Bank of America, whose address is 1000 E Van Buren St, Ste 300, Phoenix, AZ 85004, as of July 15, 2019, and hereafter as of August 1, 2019, as Document No. 1615493255, of Official Record in the Maricopa County Recorder’s office, Maricopa County, Arizona. The Real Property is hereinafter known as 3334 E. Wiltshire Street, Phoenix, AZ 85048.

NOW, THEREFORE, the present Beneficiary under said Assignment of Rents does hereby receive and accept, without reservation or warranty, express or implied, and the parties hereby assign, all rent and interest which have been or may be hereafter paid by said Beneficiary under said Assignment of Rents.

DATED this ___ day of September, 2014

BENEFICIARY:
PHOENIX BANK

STATE OF ARIZONA
County of Maricopa

My Certifications: [Signature]

COE.SCHWEIKERT.005281
THOMAS TITLE & ESCROW

RECOMMENDED REQUESTED BY: Mary Phoenix Bank
Main Office
4596 E. Van Buren Street, Ste #150
Phoenix, AZ 85008

WHEN RECORDED MAIL TO: Mary Phoenix Bank
Main Office
4596 E. Van Buren Street, Ste #150
Phoenix, AZ 85008

SEND TAX NOTICES TO: Sherrill Properties, LLC
19340 S. 13th Lane
Laveen, AZ 85339

FOR RECORDER'S USE ONLY

184.885

DEED OF TRUST

THIS DEED OF TRUST is dated July 30, 2010, among Sherrill Properties, LLC, whose address is 19340 S. 13th Lane, Laveen, AZ 85339 (“Trustor”), Mary Phoenix Bank, whose address by Main Office, 4596 E. Van Buren Street, Ste #150, Phoenix, AZ 85008 (referred to below sometimes as “Lender” and sometimes as “Beneficiary”), and Mary Phoenix Bank, whose address is 4596 E. Van Buren Rd., Ste #150 & #150, Phoenix, AZ 85008 (referred to below as “Trustor”).

CONVEYANCE AND GRANT. For valuable consideration, Trustor conveys to Trustor in trust, with present intent to convey to Trustor in trust and to Trustor in trust, with present intent to convey trust, the following described real property, together with all existing or subsequently constructed improvements, fixtures, and appurtenances, all easements, rights-of-way, and any other property rights and interests, belonging or appurtenant to the Real Property, and all Trustor’s interest in the Real Property:

Certified copy of the Certified Real Property Deed and Surveys executed on May 26, 2010, to Sherrill Properties, LLC, located in Maricopa County, State of Arizona.

Lot 42, of Walters Estates Unit One, according to the plan of record in the Office of the County Recorder of Maricopa County, Arizona, recorded in Book 128 of Maps, Page 32.

The Real Property is addresses commonly known as 8613 W. Lewis Road, Glendale, AZ 85301. The Real Property is identified in the following manner:

RESERVATIONS AND WARRANTIES. Trustor warrants that, on the Date of Trust is executed, no liens or encumbrances are placed on the Real Property.

REPRESENTATIONS AND WARRANTIES. Trustor represents that, on the Date of Trust is executed, that Trustor has the full power, right, and authority to enter into and consummate the transaction contemplated by this Deed of Trust.

This Deed of Trust is made and accepted in the State of Arizona, and is one of the instruments evidencing the liabilities of Trustor.

Mary Phoenix Bank has made no representation to Trustor about Trustor’s financial condition, and the Lender has made no representation to Trustor about Trustor’s financial condition. The above information includes the information of the Beneficiary.

COE SCHWEIKERT.005282

19-2234_0402
DEED OF TRUST

TRUSTOR'S NAME: [Redacted]

LENDER'S NAME: [Redacted]

PROPERTY ADDRESS: [Redacted]

THIS DEED OF TRUST is made this __ day of __, 20__, by and between [Redacted], hereinafter referred to as "TRUSTOR," and [Redacted], hereinafter referred to as "LENDER." The TRUSTOR is the owner of certain real property located at [Redacted], which property is referred to herein as the "PROPERTY." The LENDER hereby loans unto the TRUSTOR the sum of $______, which sum is to be used by the TRUSTOR for the purpose of [Redacted]. The TRUSTOR hereby grants unto the LENDER a security interest in and to the PROPERTY as security for the payment of the loan and for the performance by the TRUSTOR of all other covenants, agreements, and conditions contained herein.

The TRUSTOR hereby agrees to pay the principal sum of $______, with interest thereon at the rate of __% per annum, from the date hereof, with such additional sums as may be due under the terms hereof, and to pay all taxes, assessments, and charges levied against the PROPERTY, and to pay all costs and expenses incurred by the LENDER in enforcing this DEED OF TRUST.

The TRUSTOR hereby grants unto the LENDER a right of entry into the PROPERTY for the purpose of inspecting the same and for the purpose of enforcing the terms of this DEED OF TRUST.

The TRUSTOR hereby agrees to maintain the PROPERTY in good repair and in a condition suitable for the use to which it is now or may be put.

The TRUSTOR hereby agrees to comply with all laws, ordinances, and regulations now in force or hereafter enacted and to pay all taxes and assessments levied against the PROPERTY.

The TRUSTOR hereby agrees to indemnify and to save harmless the LENDER from and against any and all claims, losses, damages, and expenses that may be incurred by the LENDER by reason of the breach of any of the covenants, agreements, and conditions contained herein.

The TRUSTOR hereby agrees to execute and deliver such further instruments and do such further acts as may be necessary to effectuate the purposes of this DEED OF TRUST.

IN WITNESS WHEREOF, the TRUSTOR has hereunto set his hand and seal this __ day of __, 20__.

[Redacted]

LENDER'S HANDS:

[Redacted]

IN WITNESS WHEREOF, the LENDER has hereunto set its hand and seal this __ day of __, 20__.

[Redacted]

THIS DEED OF TRUST is subject to and subordinate to any and all liens, mortgages, and judgments that may hereafter be recorded against the PROPERTY.

IN WITNESS WHEREOF, the TRUSTOR and the LENDER have hereunto set their hands and seals this __ day of __, 20__.

[Redacted]

[Redacted]

COE.SCHWEIKERT.005283

10-2234_0482
DEED OF TRUST (Continued)

In consideration of the premises more fully described herein, the said Lender is hereby granted the lien of a general mortgage or security interest in the real property and all appurtenant improvements thereon, together with all interest and appurtenances appertaining thereto, for the payment of the debts hereinafter described.

DEED OF TRUST - CONSIGNMENT BY LENDER

The undersigned Lender hereby assigns to the Trustee, as Consignee, all interest and rights in and to the described real property, for the payment of the debts hereinafter described.

TAXES AND LIENS

The following provisions relating to the taxes and liens on the Property are part of the Deed of Trust:

PENALTIES

If the Trustee shall pay any tax or assessment or claim in connection with any loss, damage or injury to the Property, the Trustee shall be entitled to recover from the Borrower the amount thereof plus interest at the rate of 10% per annum from the date of such payment.

RIGHT TO CANCELLATION

If the Trustee shall fail to pay any tax or assessment or claim in connection with any loss, damage or injury to the Property, the Trustee shall have the right to cancel the Deed of Trust and foreclose the Property.

EMERGENCY OF LIEN

If the Trustee shall fail to pay any tax or assessment or claim in connection with any loss, damage or injury to the Property, the Trustee shall have the right to declare the Property forfeited.

PROPERTY DAMAGE INSURANCE

The following provisions relating to the Property are part of the Deed of Trust:

MAINTENANCE OF INSURANCE

The Trustee shall purchase and maintain policies of insurance against any loss, damage or injury to the Property, and shall be responsible for the payment of all premiums therefor.

COE.SCHWEIKERT.005284
Truster agrees to choose and maintain fidelity insurance, if available, within 60 days after the date or, if not, waiver of all liens and security agreements of the servicer, within 30 days after receipt of notice by Landor that the Property is located in a special flood hazard area, for the full unexpired principal balance of the loan and any other items on the Property securing the loan, up to a maximum policy limit not to exceed the National Flood Insurance Program, or as otherwise requested by Landor, and to maintain such insurance for the term of the loan.

Application of Proceeds: Truster shall promptly notify Landor of any loss or damage to the Property. Landor may deduct or apply, in whole or in part, any insurance payments or the proceeds from any insurance payments, the proceeds from the sale of the Property, or the proceeds from the sale of any part of the Property. In the event that Landor deducts or applies any insurance payments or proceeds from the sale of the Property, Truster shall be responsible for any loss or damage to the Property that is not covered by insurance or that is not recovered from any insurance company. If any insurance proceeds from the sale of the Property are not paid to Landor, Truster shall be responsible for any loss or damage to the Property that is not covered by insurance or that is not recovered from any insurance company. If any insurance proceeds from the sale of the Property are not paid to Landor, Truster shall be responsible for any loss or damage to the Property that is not covered by insurance or that is not recovered from any insurance company.

Insert offset folio 952 here.
<table>
<thead>
<tr>
<th>Loan No.</th>
<th>DEED OF TRUST (Continued)</th>
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</table>

**DEED OF TRUST**

| 947 |

The Lender is hereby notified that the Deed of Trust includes the following provisions:

**Provisions:**

1. The Deed of Trust shall be recorded in the public records of the county in which the Property is located.
2. The Deed of Trust shall contain a description of the Property.
3. The Deed of Trust shall be executed by the Borrower and delivered to the Lender.
4. The Deed of Trust shall be subject to the Lender's right of sale and assignment.
5. The Deed of Trust shall be enforceable against the Borrower.
6. The Deed of Trust shall contain a provision for the payment of interest and principal.
7. The Deed of Trust shall be subject to the jurisdiction of the courts of the county in which the Property is located.

**Security Interest:**

The Borrower grants to the Lender a security interest in the Property.

**Appraisal:**

The Appraisal of the Property shall be made by an independent appraiser selected by the Lender.

**Condition:**

The Property shall be in good condition and free from liens and encumbrances.

**Compliance:**

The Borrower shall comply with all applicable laws and regulations.

**Further Provisions:**

The Borrower shall pay all taxes and assessments related to the Property.

**Further Assurance:**

The Borrower shall provide any additional assurance that the Lender may require.
Between Beneficiary or Trustee and Lender that is not canceled within any time period provided through the Deed of Trust, Trustor and Trustee will provide notice of default that is not cured within any time period provided through the Deed of Trust. Notice of default may be provided by certified mail, return receipt requested, to Beneficiary or Trustee at Beneficiary’s or Trustee’s last known address. Notice of default may also be provided through the posting of a notice on the property in a manner that is consistent with the law of the jurisdiction in which the property is located. The notice of default must contain the following information:

1. The name and address of the Beneficiary or Trustee
2. The date of the notice
3. The amount of the default
4. The date by which the default must be cured
5. The consequences of failure to cure the default

Events Affecting Guarantors: Any of the preceding events occurring with respect to any guarantor, endorser, surety, or indemnification party of any of the indebtedness or any guaranty, endorsing party, surety, or indemnification party may affect the obligations of Beneficiary or Trustee to Beneficiary or Trustee or the obligations of Lender to Beneficiary or Trustee, whether arising now or in the future.

Advance Notice: A material adverse change occurs in Beneficiary’s or Trustee’s financial condition, or Lender believes the proceeds of payment or performance of the indebtedness is impaired.

Insolvency: Lender in good faith believes itself insolvent.

Right to Cure: If any default, other than a default in payment is curable and if Trustor has not been given a notice of a breach of the same provision of the Deed of Trust or the preceding twelve (12) months, it may be cured by Trustor, after Lender sends written notice to Beneficiary demanding cure of such default. (11) times the default within ten (10) days of the date. If the notice received more than ten (10) days, immediately requires steps which Lender deems in Lender’s sole discretion to be sufficient to cure the default and thereafter costs and expenses of Beneficiary and Lender for performance of such steps shall be sufficient to provide performance as well as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT: If an Event of Default occurs under the Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

1. Election of Remedies: Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make examinations or to take action to perfect an obligation of Trustee under this Deed of Trust or the Indenture shall not affect Lender’s right to declare a default and exercise its remedies.

2. Acceleration of Indebtedness: Lender shall have the right, at its option without notice to Beneficiary or Trustee to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Beneficiary would have been required to pay.

3. Foreclosure: With respect to all or any part of the Real Property, the Trustee shall have the right by notice to Beneficiary and Lender to foreclose by judicial foreclosure, in default in accordance with law or to the fullest extent permitted by applicable law. To the extent permitted by law, Trustee shall have the right to demand and receive from Beneficiary and Lender any amounts payable under the Deed of Trust, and Beneficiary and Lender shall have the rights to receive from Beneficiary and Lender any amounts payable under the Indenture, provided by applicable law. To the extent permitted by law, Beneficiary and Lender may exercise their rights under this subparagraph either in person, by agent, or through a representative.

4. Appraisals: Beneficiary shall have the right to have a receiver appointed to sell pursuant of the Deed of Trust, or any part of the property, with the power to provide, and the right to provide, appraisals and other information reasonably necessary to execute the provisions of the Deed of Trust. Beneficiary shall have the right to receive copies of all appraisals and other information reasonably necessary to execute the provisions of the Deed of Trust.

5. Trustee’s Power: Beneficiary shall have the right to receive copies of all appraisals and other information reasonably necessary to execute the provisions of the Deed of Trust.

6. Trustee’s Power: Beneficiary shall have the right to receive copies of all appraisals and other information reasonably necessary to execute the provisions of the Deed of Trust.

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11. Trustee’s Power: Beneficiary shall have the right to receive copies of all appraisals and other information reasonably necessary to execute the provisions of the Deed of Trust.

12. Trustee’s Power: Beneficiary shall have the right to receive copies of all appraisals and other information reasonably necessary to execute the provisions of the Deed of Trust.
DEED OF TRUST (Continued)

and all liens on the Property evidenced by recording its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Insurance Proceeds. Lender shall have the right upon a Covenants Default, but not the obligation, to assign all of Trustee’s rights, title and interest in and to all policies of insurance on the Property and any unearned premiums paid on such insurance to any successor or any assignee of all or a portion of the Property to a beneficial sale, and Trustee hereby waives under no circumstances the deducibility in any tax or other assessment of any portion of the Property.

Arbitration. In the event that any party to this Deed of Trust shall or may be required to institute or maintain any action or proceeding or may become a party to any suit in connection with the execution, the enforcement or the interpretation of this Deed of Trust, the parties agree that all such actions, proceedings or suits shall be heard and decided by a panel of arbitrators as hereinafter provided.

NOTICE. Any notice required to be given under this Deed of Trust, including without limitation any notice of default, shall in writing and shall be effective when delivered, mailed, or transmitted.

Miscellaneous Provisions. The following provisions shall be a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration or amendment of this Deed of Trust shall be binding on any party unless in writing and signed by the party or parties to be charged thereby.

Annual Report. If the Property is used for purposes after the date of this Deed of Trust, Lender shall require an annual report of net operating income from the Borrower during the Trustor’s previous fiscal year in each such form and detail to be determined by Lender.

COE.SCHWEIKERT.005289

19.2234.0480
DEED OF TRUST
(Continued)


Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the event of default section of this Deed of Trust.

Guarantors. The word "Guarantors" means the guarantors, endorsers, parties, or any promisee or guarantors or any event of default set forth in this Deed of Trust in the event of default section of this Deed of Trust.

Jurat. The word "Jurat" means any event of default set forth in this Deed of Trust in the event of default section of this Deed of Trust.

Liens. The word "Liens" means the liens, security interests, or by any means, whether or not security interests or any event of default set forth in this Deed of Trust in the event of default section of this Deed of Trust.

Mortgages. The word "Mortgages" means any event of default set forth in this Deed of Trust in the event of default section of this Deed of Trust.

Personal Property. The word "Personal Property" means, in any event of default set forth in this Deed of Trust in the event of default section of this Deed of Trust.

PVA. The word "PVA" means, in any event of default set forth in this Deed of Trust in the event of default section of this Deed of Trust.

PVA. The word "PVA" means the personal property as described in the event of default section of this Deed of Trust.

Property. The word "Property" means, in any event of default set forth in this Deed of Trust in the event of default section of this Deed of Trust.

Relaxed. The word "Relaxed" means the personal property as described in the event of default section of this Deed of Trust.

Secured. The word "Secured" means the personal property as described in the event of default section of this Deed of Trust.

Trustors. The word "Trustors" means the personal property as described in the event of default section of this Deed of Trust.

Trustor. The word "Trustor" means the personal property as described in the event of default section of this Deed of Trust.

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND THAT TRUSTOR AGREES TO IT.

TRUSTOR:

[Signature]

David Schweikert, Trustee of American Estates, LLC

[Signature]

David Schweikert, Trustee of American Estates, LLC

COE.SCHWEIKERT.005291

15-2234_4491
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF: Illinois

COUNTY OF: Illinois

On this 30th day of April, 2010, before me, the undersigned Notary Public, personally appeared David E. Swendson, Manager of Sheridan Equities, LLC, and known to me to be the member or designee of the limited liability company that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the limited liability company, by authority of Law, the articles of organization or its operating agreement, for the uses and purposes therein set forth.

In consideration of the mutual covenants and agreements contained in said Deed of Trust, the undersigned, by the authority of Law, do hereby acknowledge this instrument to be the free and voluntary act and deed of the limited liability company.

By: ________________________________

[Signature]

Notary Public in and for the State of Illinois

COE SCHWEIKERT 005292
THOMAS TITLE & ESCROW

RECONCILIATION REQUESTED BY:
Metro Phoenix Bank
Main Office
4888 E. Van Buren Street, Box #160
Phoenix, AZ 85008

WHEN RECORDED MAIL TO:
Metro Phoenix Bank
Main Office
4888 E. Van Buren Street, Box #160
Phoenix, AZ 85008

SEND TAX NOTICES TO:
Sheridan Estates, LLC
125166 E. 16th Ave
Scottsdale, AZ 85259

FEE OF 2.0%

ASSIGNMENT OF RENTS

ASSIGNMENT OF RENTS dated July 30, 2010, is made and executed between Sheridan Estates, LLC, whose address is 16740 E. 16th Ave, Phoenix, AZ 85022 (referred to herein as “Grantee”) and Metro Phoenix Bank, whose address is 4888 E. Van Buren Street, Box #160, Phoenix, AZ 85008 (referred to herein as “Lender”).

ASSIGNMENT. For valuable consideration, Grantee hereby assigns, grants a continuing security interest in, and confirms to Lender all of Grantee’s right, title, and interest to and in the Rents from the following described Property located in Maricopa County, State of Arizona:

Lot 53, of Woodside Estates Unit One, according to the plat of record in the Office of the Recorder of Maricopa County, Arizona, recorded in Book 123 of Maps, Page 53.

The Property or its address is currently known as 4014 W. Lancer Road, Glendale, AZ 85304. The Property is identified under the description at 19-04-08-0-00.

MISCL END LINES (CRT). This Assignment secures the Indebtedness including, without limitation, a revolving line of credit, which obligates Lender to make advances to Borrower so long as Borrower complies with all the terms of the Note.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDENTURED AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF BORROWER AND GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR’S WAIVERS. Grantee waives all rights or defenses arising by reason of any “use after sale” or “anti-assignment” law, or any other law which may prevent Lender from bringing any action against Grantee including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency. Borrower or each Borrower’s assignees, the beneficiary of any trust or corporation or any transferee assignee, either subsequently or by reason of a power of sale, is in addition to the waives set forth above, waives any defenses to the extent permitted by Arizona law, all of Borrower’s rights under statutes 12-1531 through 12-3539 inclusive, 44-717 of the Arizona Uniform Statutes and Rule 17(3) of the Arizona Rules of Civil Procedure, as now enacted or hereafter modified, amended or replaced.

BORROWER/GRANTOR’S WAIVERS AND RESPONSIBILITIES. Borrower must not sell Borrower’s interest in the Property or Lender must not sell the Property in connection with this Assignment. Borrower assumes the responsibility for keeping and lowering the note amount on the Property. Borrower waives all defenses that may exist because of any action or failure of Lender, including without limitation any failure of Lender to act upon the Notes or pay Debts by Lender in accordance with the Property. Borrower agrees to pay and hold the note in order for the Property to Borrower also to pay any Debts or other amount owed to Lender.

PAYMENT AND PERFORMANCE. Except as otherwise provided in the Assignment in the Official Recording Documents, Grantee shall pay to Lender all amounts secured by this Assignment as they become due. It will then make any payments of the Property and settle the same to Lender and as such, Lender will hold the Property as principal before and as long as there is no default under the Assignment. Grantee may exercise possession and control of and prudent management and control the Property and seize the Rights granted by the Assignment.
ASSIGNMENT OF RENTS (Continued)

Page 2

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COE:SCHWEIKERT 005294 18-2234_0404

955
ASSIGNMENT OF RENTS
(Continued)

DEFAULT. Each of the following, in Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Default. Borrower or Guarantor fails to comply with or to perform any other term, obligation, covenant, or provision contained in this Assignment or in any of the Related Documents or to cure any default in any manner or to perform any other term, obligation, covenant, or provision contained in any other agreement between Lender and Borrower or Guarantor.

Defaulc on Other Payments. Failure of Guarantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of a notice of default under any lien.

Defaulc in Favor of Third Parties. Borrower or Guarantor defaults under any loan, mortgage, or other agreement or contract by any other person or entity that may adversely affect any of Borrower's or Guarantor's property or ability to perform their respective obligations under the Assignment or any of the Related Documents.

False Statements. Any material misrepresentation or misstatement made or furnished to Lender by Borrower or Guarantor or to Borrower or Guarantor's behalf under this Assignment or the Related Documents is false in any material respect, whether now or at any time after the date of this Agreement.

Defective Covenants. This Assignment or any of the Related Documents seems to be in full force and effect including failure of any collateral document to be a valid and perfected security interest or lien as of any time and for any reason.

Death or Insolvency. The occurrence of Guarantor's (regardless of whether elective in insured) or Borrower's (including by reason of Borrower's or Guarantor's retirement, the termination of any partnership or other business organization of Borrower or Guarantor, or the occurrence of any event that terminates Borrower's or Guarantor's existence as a going business or the death of any member, the insolvency of Borrower or Guarantor, or the appointment of a receiver for any part of Borrower's or Guarantor's property, or any assignment for the benefit of creditors or the filing of any voluntary or involuntary bankruptcy or similar proceedings in any jurisdiction or any similar proceedings in any jurisdiction, or any such proceeding by or against Borrower or Guarantor.)

Creditor or Foreclosure Proceedings. Commencement of foreclosures or foreclosures proceeding, whether by judicial proceedings, sheriff's sale, or sale by any other method, in any jurisdiction or by any governmental agency against the property or any property securing the Indebtedness. This includes a judgment or order of any court of competent jurisdiction (including the final judgment or order of any court of a new trial or further appeal), or the commencement of any proceeding under any bankruptcy or similar law.

Creditor or Foreclosure Proceedings. Commencement of any proceeding under any bankruptcy or similar law by or against Borrower or Guarantor.

Default or Foreclosure Proceeding. Commencement of any proceeding under any bankruptcy or similar law by or against Borrower or Guarantor.

Creditor or Foreclosure Proceedings. Commencement of any proceeding under any bankruptcy or similar law by or against Borrower or Guarantor.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

Excess Affording Guarantee. Any of the foregoing events occurs with respect to any guarantee, endorsement, security, or indemnity, as the case may be, or if any deficiency arises from the proceeds of any guarantee, endorsement, security, or indemnity.

Advance Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Improvement. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment, is curable and if Guarantor has not been given notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, Lender may require Guarantor to cure such default within thirty (30) days after notice of such default; (1) failing to pay any tax deficiency or (2) if the cure results from the application of a tax deficiency, such tax deficiency must be paid within thirty (30) days after notice of such deficiency. If such cure is not made within the time specified, such default shall be deemed an event of default under this Assignment.

NOTES AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any or all of the following rights and remedies, in addition to any other rights or remedies provided by law:

Acceleration. Lender may declare the entire Indebtedness immediately due and payable, including any amount of interest that Borrower is required to pay.
ASSIGNMENT OF RENTS

(Continued)
procedure of this Assignment.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under, this Agreement unless such waiver is in writing and signed by Lender. No waiver by Lender on the part of Lender in any particular instance shall operate as a bar to any other or further exercise of any such right by Lender.

No Assignment. This Agreement shall not be assigned or transferred by Lender without Lender’s prior written consent.

No Precedent. No precluded by Lender, nor any notice as to dealing between Lender and Grantor, shall constitute a waiver of any of Lender’s rights or duties of Lender’s obligations in this Agreement.

Power of Attorney. The parties agree that Lender shall be entitled to execute any and all documents or instruments necessary to effectuate the provisions of this Agreement.

Survival of Rights. All rights and remedies of Lender granted in this Agreement shall survive the termination of this Agreement.

Release of Security. Upon the payment in full of all amounts due and owing under this Agreement, Lender shall, upon request of Grantor, release any security or collateral securing the obligations hereunder.

Release of Liens. Upon the payment in full of all amounts due and owing under this Agreement, Lender shall, upon request of Grantor, release any liens or security interests held by Lender.

Release of Rights. Upon the payment in full of all amounts due and owing under this Agreement, Lender shall, upon request of Grantor, release any rights or interests of Lender in this Agreement.

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Release of Liens. Upon the payment in full of all amounts due and owing under this Agreement, Lender shall, upon request of Grantor, release any liens or security interests held by Lender.

Release of Rights. Upon the payment in full of all amounts due and owing under this Agreement, Lender shall, upon request of Grantor, release any rights or interests of Lender in this Agreement.

Release of Liens. Upon the payment in full of all amounts due and owing under this Agreement, Lender shall, upon request of Grantor, release any liens or security interests held by Lender.

Release of Rights. Upon the payment in full of all amounts due and owing under this Agreement, Lender shall, upon request of Grantor, release any rights or interests of Lender in this Agreement.
ASSIGNMENT OF RENTS

(Continued)

This Assignment.

Lands. The word "Lands" means the number of times Phoenix Park, its successors and assigns.

Note: The word "Note" means the promissory note dated July 30, 2010, in the original principal amount of $750,000.00 from Beneficiar in Lender, upon which with all renewals of, extensions of, modifications of, refinancing of, consolidations, or substitutions for the promissory note or agreement.

Property. The word "Property" means all of Grantee's rights, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

Related Documents. The words "Related Documents" mean all of the agreements, contracts, cash agreements, loan agreements, environmental agreements, Guaranty, security agreements, mortgages, deeds of trust, security deeds, subordinated mortgages, and all other agreements, instruments, and documents, whether now or hereafter existing, executed in connection with the transactions.

Recitals. The word "Recitals" means all of the agreements, contracts, cash agreements, loan agreements, environmental agreements, Guaranty, security agreements, mortgages, deeds of trust, security deeds, subordinated mortgages, and all other agreements, instruments, and documents, whether now or hereafter existing, executed in connection with the transactions.

Recitals. The word "Recitals" means all of the agreements, contracts, cash agreements, loan agreements, environmental agreements, Guaranty, security agreements, mortgages, deeds of trust, security deeds, subordinated mortgages, and all other agreements, instruments, and documents, whether now or hereafter existing, executed in connection with the transactions.

The undersigned acknowledges having read all the provisions of this Assignment, and not personally but as an authorized signor, has caused this Assignment to be signed and delivered on behalf of Grantee on July 30, 2010.

GRANTOR:

SHENZAD EQUITIES, LLC

By:

David S. Schweikert, Manager of ShenZad Equities, LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF

COUNTY OF

On this the day of , 2010, before me, the undersigned Secretary Public, personally appeared David S. Schweikert, Manager of ShenZad Equities, LLC, and acknowledged the Assignment of Rents and acknowledged the Assignment of Rents and acknowledged the Assignment of Rents and acknowledged the Assignment of Rents and acknowledged the Assignment of Rents of the number of times Phoenix Park, its successors and assigns.

My commission expires: 12-31-2013


COE SCHWEIKERT-000008

18-234 499
<table>
<thead>
<tr>
<th>Principal</th>
<th>Loan Date</th>
<th>Monthly</th>
<th>Loan No.</th>
<th>Coll.</th>
<th>Amount</th>
<th>Office</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**LENDER:**
- 1234567890, 1234567890
- 1234567890, 1234567890
- 1234567890, 1234567890

**Borrower:**
- 1234567890, 1234567890
- 1234567890, 1234567890
- 1234567890, 1234567890

**LENDING TYPE:**
- 1234567890, 1234567890
- 1234567890, 1234567890
- 1234567890, 1234567890

**PRIMARY PURPOSE OF USE:**
- 1234567890, 1234567890
- 1234567890, 1234567890
- 1234567890, 1234567890

**PROPERTY:**
- 1234567890, 1234567890
- 1234567890, 1234567890
- 1234567890, 1234567890

**DISBURSEMENT REQUEST AND AUTHORIZATION:**

- 1234567890, 1234567890
- 1234567890, 1234567890
- 1234567890, 1234567890

**SIGNATURES:**
- 1234567890, 1234567890
- 1234567890, 1234567890
- 1234567890, 1234567890

**COE. SCHWEIKERT.005301**
OUTGOING DOMESTIC WIRE TRANSFER REQUEST

Date: ___/___/___ Time: ___

Customer Name: Sheridan Equities, LLC and David & Joana Schweikert

Business Name:

Street Address: ____________________________

City: ____________ State: __________ Zip: __________

Customer Account Type: [ ] DOM [ ] CMS [ ] GCI [ ] Loan [ ] Other: ____________________________

Customer Account Number: ____________

Social Security/ Tax ID: ____________________________

Signature Card: [ ] Drivers License Below: ____________________________ Other Identification: ____________________________

BENEFICIARY INFORMATION

Routing Bank Name: Wells Fargo Bank, N.A. Branch, Downtown Phoenix Routing #: ____________

Customer to Credit: Thomas Titus & Sonnow, LLC

Account Number to Credit: ____________________________

Street Address: 100 W. Washington

City: Phoenix State: Arizona Zip: 85003

Special Instructions: Enclose P/C: ____________________________ Sheridan Equities

CUSTOMER AUTHORIZATION

The bank shall not be liable for any error or delay in transmission by reason of the facts and circumstances. The bank shall not be liable for any error or delay in transmission by reason of the facts and circumstances. The bank shall not be liable for any error or delay in transmission by reason of the facts and circumstances. The bank shall not be liable for any error or delay in transmission by reason of the facts and circumstances. The bank shall not be liable for any error or delay in transmission by reason of the facts and circumstances. The bank shall not be liable for any error or delay in transmission by reason of the facts and circumstances. The bank shall not be liable for any error or delay in transmission by reason of the facts and circumstances.

Customer Signature: ____________________________ Date: ___/___/___

BANK/WIRE USE ONLY

Employee Verifying (Call Back) Wire Request

Personal verifying corded telephone: [ ] Yes [ ] No

Contact Name: ____________________________ 

Time Called: ___/___/___

Amount of Wire: ____________

Cash: [ ] Yes [ ] No

Wire: ____________

Total Due: ____________

Deposit Account: [ ] Yes [ ] No

Account Number: ____________________________

Available Funds: ____________________________

Last Deposit Amount & Date: ____________________________

Approved by: ____________________________ Date: ___/___/___

Wire Input By: ____________________________ Wire Verified By: ____________________________

COE.SCHWEIKERT.005303

10-23-24_0003
OUTGOING DOMESTIC WIRE TRANSFER REQUEST

Date: 8/14/14

Custodian Name: Sherrydine Equities, LLC and David & Joyce Schwarkeft

Customer Account Type: DDA | SAV | GL | CD | Loan

Customer Account Number

Social Security/Tax ID#:

CUSTOMER IDENTIFICATION

Signature Card: [ ]
Drivers License Number:

RECEIVING INSTITUTION

Bank Name: Wells Fargo Bank, N.A., branch, Downtown Phoenix Routing &

Account Number:

Account Name:

Wire Transfer Instructions:

The bank shall be bound to honor this order in good faith and in accordance with the provisions of the Federal Reserve Act and the Federal Reserve Regulations. The bank shall not be liable to the customer or any person claiming through the customer, for any transaction which may be or may result from any action or omission of the bank in the performance of its duties and obligations. In case of any dispute or disagreement, the customer agrees to resolve the same by the submission of any claim or issue to the court of competent jurisdiction.

Customer Signature: [ ]

Customer Date: [ ]

BANKWIRE USE ONLY

Employee Verifying (Call Back) Wire Request:

Check the appropriate box above to confirm that the person calling has consented to the wire transfer.

Amount of Wire: $311,046

Cash: [ ]

Wire Fee: [ ]

Debit Account: Yes [ ]

Wire Transfer Instructions:

Account Number:

Available Funds:

[ ]

Approved by: [ ]

Date: [ ]

Wire Transfer by: [ ]

Wire Verified by: [ ]

[ ]

COE.SCHWEIKERT.005304
WIRE INSTRUCTIONS

Bank: Wells Fargo Bank, W.A.

Bank Branch: One Arizona Center, 100 W. Washington, Phoenix, Arizona 85003

ABA Routing Number:

Account Number:

Account name: Thomas Title & Escrow, LLC

Reference: Escrow number 20200105

Coe.Schweikert.005305
BORROWER'S LOAN ADVANCE REQUEST

Date of Request: 9/20 Purpose:

Borrower: __________________________________________________________________________

Loan Number: ________________________________________________________________________ Principal Loan Amount: ________________________________________________________________________

Amount Requested: $5,000.00 Date Needed: $5,000.00

Remaining Balance: ____________________________________________________________________

Method of Advance: Deposit into Metro Phoenix Bank acct. #
Cashiers Check, payable to: Blue Point, LLC

Pursuant to the terms of the loan agreement, Borrower is requesting an advance of funds from above reference loan number.

Borrower agrees that the amount of any advance that Metro Phoenix Bank (Bank) makes, will be added to the outstanding principal balance of said loan and will earn interest at the rate(s) in effect on loan from time to time. Borrower understands that the Bank may grant the request, refuse the request or grant part of the request or place conditions on making an advance unless such actions are inconsistent with the terms of the loan agreement. If any conditions for receiving this or future advances are specified below, Borrower agrees to satisfy those conditions before the Bank is obligated to make the advance. Borrower also agrees that any collateral securing the loan will also secure any advance made by Metro Phoenix Bank to Borrower pursuant to the loan agreement. Borrower acknowledges receipt of this Advance Request.

For Lender's Use Only

Request is: ___ Approved ___ Approved in Part ___ Not Approved ___ Approved subject to the following conditions:

Date Funds Advanced: ____________________ Amount of Funds Advanced: ____________________

Comments: __________________________________________________________________________

Lender's Signature Date
OUTGOING DOMESTIC WIRE TRANSFER REQUEST

Date: [Blank] Time: [Blank] Department Requesting Wire: [Blank] Branch: [Blank] Loan: [Blank]

Employee Requesting Wire Request: [Blank] P.O. Box: [Blank] Employee Phone Number: [Blank]

ORIGINATOR INFORMATION
Customer Name: Sheridan Equities, LLC and David & Joyce Schweikert
Or Business Name: [Blank]
Street Address: [Blank] City: AZ Zip: [Blank]
Customer Account Type: [Blank] GL: CD: Loan: [Blank]
Customer Account Number: [Blank] Social Security/TIN (EIN): [Blank]

CUSTOMER IDENTIFICATION
Signature Card: [Blank] Drivers License State: [Blank] Other Identification: [Blank]

BENEFICIARY INFORMATION
Receiving Bank Name: [Blank] Routing #: [Blank]
Customer to Credit: [Blank]
Account Number to Credit: [Blank]
Street Address: [Blank] City: [Blank] State: [Blank]
Special Instructions: [Blank]

CUSTOMER AUTHORIZATION
The above instructions are for the customer's benefit. The bank is not liable for any error in handling. Each party assumes full responsibility for errors in transmission. The bank shall not be liable for the Customer's actions arising out of negligence, willful fraud or misappropriation. The Bank is authorized to return the remittance if the Bank believes that the funds are being transferred to organizations, individuals or receivership accounts.

Customer Signature: [Blank] Loan: [Blank] Date: [Blank]

BANK/WIRE USE ONLY
Employee Verifying (Call Suit) Wire Request: [Blank]

Contact Name: [Blank] Time Contacted: [Blank]
Amount Due: [Blank] Amount Transferred: [Blank]
Fed: [Blank] Wire Fee: [Blank]
Total Due: [Blank]

Date Account: [Blank] Account Number: [Blank]
Available Funds: [Blank] Last Deposit Amount: [Blank]

Approved by: [Blank] Date: [Blank]
Wire Input By: [Blank] Wire Verified By: [Blank]

COE.SCHWEIKERT.005309

18-2234_0009
### Anthem Media Inc

**Invoice**

<table>
<thead>
<tr>
<th>Date</th>
<th>10/06/2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payment</td>
<td>10/06/2010</td>
</tr>
</tbody>
</table>

**Items**

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item 1</td>
<td>100</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Item 2</td>
<td>50</td>
<td>$500.00</td>
</tr>
<tr>
<td>Item 3</td>
<td>25</td>
<td>$250.00</td>
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</table>

**Total:** $2,750.00

<table>
<thead>
<tr>
<th>Subtotal</th>
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</thead>
<tbody>
<tr>
<td>Tax</td>
<td>$300.00</td>
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<tr>
<td>City Tax</td>
<td>$50.00</td>
</tr>
<tr>
<td>Total</td>
<td>$3,100.00</td>
</tr>
</tbody>
</table>

**Total Amount:** $24,595.00

---

**COE.SCHWEIKERT.005310**

19-2224_6810
ANTHEM MEDIA WIRE TRANSFER INSTRUCTIONS

Company Information

Anthem Media, Inc
3524 Bee Caves Rd Ste B-5
Austin, TX 78746

Company Contact:
Jeff Norwood
(512) 219-2000

Banking Information

Ironstone Bank
Norcross, GA
Account Number
ABA

Banking Contact:
Israel Gibbs
# Statement for Blue Point LLC

**Date: July 31, 2023**

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Balance</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/31/18</td>
<td>Schweikert B3</td>
<td>$0.00</td>
<td>$7,407</td>
</tr>
</tbody>
</table>

**Total**

| Amount | $7,407 |

**Note:** Make all checks payable to Blue Point LLC.

---

**Coe.Schweikert.005312**

18.234_0012
BORROWER'S LOAN ADVANCE REQUEST

Date of Request: 2-5-10
Purpose: [Blank]
Borrower: [Blank]
Loan Number: [Blank] Principal Loan Amount: [Blank]
Amount Requested: $24,910 Date Needed: 2-10
Remaining Balance: [Blank]
Method of Advance: Deposit into Metro Phoenix Bank acc. # [Blank]
CASHIER CHECK, payable to: [Blank]

Pursuant to the terms of the loan agreement, Borrower is requesting an advance of funds from above reference loan number.

Borrower agrees that the amount of any advance that Metro Phoenix Bank (Bank) makes, will be added to the outstanding principal balance of said loan and will earn interest at the rate(s) in effect on loan from time to time. Borrower understands that the Bank may grant the request; refuse the request or grant part of the request or place conditions on making an advance unless such actions are inconsistent with the terms of the loan agreement. If any conditions for receiving this or future advance(s) are specified below, Borrower agrees to satisfy those conditions before the Bank is obligated to make the advance. Borrower also agrees that any collateral securing the loan will also secure any advance made by Metro Phoenix Bank to Borrower pursuant to the loan agreement. Borrower acknowledges the receipt of this Advance Request.

Borrower's Signature: [Blank] Date: [Blank]

For Lender's Use Only

Approval: X Approved __ Approved in Part __ Not Approved __ Approved subject to the following conditions:

Date Funds Advanced: [Blank] Amount of Funds Advanced: [Blank]
Comments: [Blank]
Lender's Signature: [Blank] Date: [Blank]
BORROWER'S LOAN ADVANCE REQUEST

Date of Request: 8/4/10
Purpose: 
Borrower: 
Loan Number: 
Principal Loan Amount: 
Amount Requested: $94,000
Date Needed: 8/4/10
Remaining Balance: $113,874
Method of Advance: Dated into Metro Phoenix Bank acct #

Cashiers Check, payable to: 

Pursuant to the terms of the loan agreement, Borrower is requesting an advance of funds from above reference loan number.

Borrower agrees that the amount of any advance that Metro Phoenix Bank (Bank) makes, will be added to the outstanding principal balance of said loan and will earn interest at the rate(s) in effect on loan from time to time. Borrower understands that the Bank may grant the request, refuse the request or grant part of the request or place conditions on making an advance unless such actions are inconsistent with the terms of the loan agreement. If any conditions for receiving this or future advance(s) are specified below, Borrower agrees to satisfy those conditions before the Bank is obligated to make the advance. Borrower also agrees that any collateral securing the loan will also secure any advances made by Metro Phoenix Bank to Borrower pursuant to the loan agreement. Borrower acknowledges the receipt of this Advance Request.

Borrower's Signature: 
Date: 

For Lender's Use Only

Request Is: X Approved ___ Approved in Part ___ Not Approved ___ Approved subject to the following conditions:

Amount of Funds Advanced: 
Date Funds Advanced:

Comments: 

Lender's Signature: 
Date: 

Coe.Schweikert.005316
Borrower: David Schweikert is a local real estate investor and was referred to the bank by Michael Stevenson. Mr. Schweikert currently is the U.S. Representative for Arizona’s 6th congressional district. Mr. Schweikert has previously served two terms in the Arizona State House of Representatives (1991–1994), was also chairman of the State Board of Equalization where he oversaw billions of dollars in valuation and tax protests from Arizona citizens and licensees, and was the elected Maricopa County Treasurer (2004–2007).

David grew up in Scottsdale with his adoptive parents and two adoptive siblings. He graduated from Saguarro High School in 1980 then earned a B.A in finance and real estate in 1983 and an MBA from the ASU WP Carey Executive Program in 2005. David has traveled extensively throughout India, East Asia and Eastern Europe. David Schweikert and his wife Joya live in Fountain Hills where they run their real estate business, Shenkian Equities, LLC.

Loan Purpose: This is a $75,000 increase to an existing $150,000 L/C. The proposed funds will be used to finance the layout of an existing property on a residential property. Previously funds were used to support election campaigning.

Repayment Source:

PSOR: Personal cash flow

SSOR: Liquidation of collateral

Collateral: The $75,000 increase in the LOC will be supported by a 1st L/C on the residential property. The proposed funds will be used to finance the layout of an existing property on a residential property. Previously funds were used to support election campaigning. Details on collateral have been included below:

Additional Collateral:
Address: 3355 W. State Ave. Glendale, AZ 85301
Size: 1,153 SF
Price: $73,000
Zillow Value: $110,000
Zillow Date: 2/13/2011

Existing Collateral House 1:
Address: 3355 E. Willette St.. Phoenix, AZ 85008
Acquisition date: April, 2008
Size: 1,153 SF
Purchase price: $27,000
Immovement Cost: $15,000
Total Cost: $42,000
Zillow Value: $77,300
Zillow Date: 2/13/2011

Existing Collateral House 2:
Address: 3353 N. 44th Pl., Phoenix, AZ 85033
Acquisition date: March, 2008
Size: 1,153 SF
Purchase price: $36,000
Improvement Cost: $7,000
Total Cost: $43,000
Zillow Value: $66,000
Zillow Date: 2/13/2011

Existing Collateral House 3:
Address: 3413 W. Lancer Rd., Glendale, AZ 85301
Acquisition date: March, 2008
Size: 1,153 SF
Purchase price: $36,000
Improvement Cost: $10,000
Total Cost: $46,000
Zillow Value: $75,000
Zillow Date: 2/13/2011

Total collateral value of the 3 homes: $238,000

LTV: 84%

Borrower Analysis:
A personal financial statement as of 1/13/2010 has been provided which illustrates liquidity of $16M, and a net worth of $2,050,000. Analysts of this statement has been included below.

Borrower: Shenkian Equities, LLC

Page 3 of 4

COE.SCHWEIKERT.005319

MPK_0434
19-2234_0919
Net Worth Analysis:

<table>
<thead>
<tr>
<th>Asset</th>
<th>Liabilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash (1)</td>
<td>Mortgage-Primary Residence 200,000</td>
</tr>
<tr>
<td>Liquid Assets</td>
<td>Mortgage-Investment Properties 100,000</td>
</tr>
<tr>
<td>Retained Earnings</td>
<td>Insured Lease 77,600</td>
</tr>
<tr>
<td>Reserve Accounts</td>
<td></td>
</tr>
<tr>
<td>CVIUL</td>
<td>Total Liabilities 999,999</td>
</tr>
<tr>
<td>Personal Property</td>
<td></td>
</tr>
<tr>
<td>Business Investment</td>
<td>Net Worth 2,608,836</td>
</tr>
<tr>
<td>Total Assets</td>
<td>Adjusted Net Worth 375,530</td>
</tr>
<tr>
<td></td>
<td>Total Liabilities &amp; Net Worth 2,984,366</td>
</tr>
</tbody>
</table>

(1) Cash accounts are held with Chase Bank.
(2) Investment in real estate includes the 3 identical properties as well as a rental property operated by Joyce in Scottsdale.
(3) Business investments include a $750,000 value for Sherwin Equities Holdings which represents the value of David Schwickert’s real estate business and a value of $450,000 which is allotted to his own funds.
(4) The adjusted net worth excludes the value in the business investments and the personal property.

Cash Flow Analysis:

Metro Phoenix Bank is in receipt of 2008 and 2009 tax returns on Mr. and Mrs. Schwickert. Analysis of these returns has been included below, which shows adequate cash flow to support the current loan facility.

<table>
<thead>
<tr>
<th>Category Name: Schwickert</th>
<th>2008</th>
<th>2009</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary, Wage, etc.</td>
<td>$100,000</td>
<td>$125,000</td>
</tr>
<tr>
<td>Interest &amp; Dividends</td>
<td>$740</td>
<td>$740</td>
</tr>
<tr>
<td>Total Income</td>
<td>$100,740</td>
<td>$125,740</td>
</tr>
<tr>
<td>Total Expenses</td>
<td>$95,000</td>
<td>$95,000</td>
</tr>
<tr>
<td>Cash Available for Debt Service</td>
<td>$5,740</td>
<td>$30,740</td>
</tr>
</tbody>
</table>

(1) Revenue from real estate business, Sherwin Equities, LLC and various rental income on residential rentals.

Credit Bureau Report:

The bank obtained a credit report for David & Joyce Schwickert on 05/01/10. The FICO scores were 799 and 797 respectively. No current derogatory information was noted. Old trade as of 11/06 and 11/08.

Recommendation: It is recommended to approve the subject loan request as presented with a risk rating of 4. The borrowers report sufficient personal cash flow to service the subject loan. Furthermore, the bank is well secured at a LTV of 40%.

Reference: Sherwin Equities, LLC David and Joyce Schwickert
Credit Covenants

Loan-to-Value:
All time during the term of the Loan, the unpaid principal balance of the Loan shall not exceed seventy percent (70%) of the appraised value of the Collateral Property, as determined by Lender in Lender’s sole discretion. If for any reason the loan-to-value ratio exceeds said percentage, then Borrower shall, upon Lender’s demand, immediately reduce the unpaid principal balance of the Loan, or deposit sufficient sums with Lender to reduce the loan-to-value ratio to an acceptable level.

Appraisals:
If deemed necessary by Lender or if required by law, Lender shall have the right (at Borrower’s expense) to appoint a qualified appraiser selected by Lender, which appraiser shall comply with all federal and state standards for appraisals and otherwise shall be satisfactory to Lender in all material respects. Borrower agrees to pay all cost and expense for all appraisals and reviews thereof selected by Lender pursuant to this paragraph.

### Reporting Covenants

<table>
<thead>
<tr>
<th>Type</th>
<th>Frequency</th>
<th>Date</th>
<th>Status Date</th>
<th>Use Date</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>All</td>
<td>A</td>
<td>2016</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Documentation Requirements

- [ ] Standard Loan Pro Documents
- [ ] Accounts Receivable / Inventory Affidavit
- [ ] Other – Outside Legal Counsel

### Conditions Precedent:

### Modifications / Approval Conditions:
### Tax Return Data

<table>
<thead>
<tr>
<th>Item</th>
<th>13/11/2008</th>
<th>03/31/2009</th>
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</thead>
<tbody>
<tr>
<td>Income</td>
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<td>86,0</td>
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<tr>
<td>Deductions</td>
<td>745</td>
<td>0,8</td>
</tr>
<tr>
<td>Cash Flow</td>
<td>15,002</td>
<td>12,1</td>
</tr>
<tr>
<td>Receipts</td>
<td>2,842</td>
<td>2,2</td>
</tr>
<tr>
<td>Payments</td>
<td>7,002</td>
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<tr>
<td>Cash Flow</td>
<td>18,701</td>
<td>12,6</td>
</tr>
<tr>
<td>Gross Cash Flow</td>
<td>120,291</td>
<td>108,0</td>
</tr>
<tr>
<td>Less: Total Taxes</td>
<td>16,096</td>
<td>12,6</td>
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<tr>
<td>Cash Flow Available for Debt Service</td>
<td>177,026</td>
<td>97,0</td>
</tr>
<tr>
<td>Less: Existing Annual Debt Service</td>
<td>45,594</td>
<td>30,7</td>
</tr>
<tr>
<td>Cash Flow Available for New Debt Serv</td>
<td>55,630</td>
<td>27,3</td>
</tr>
<tr>
<td>Less: Proposed Loan Requests</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total Debt Service</td>
<td>45,594</td>
<td>30,7</td>
</tr>
<tr>
<td>Cash Flow Available after New Debt Serv</td>
<td>55,630</td>
<td>27,3</td>
</tr>
<tr>
<td>Less: Ordinary Living Expenses</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Cash Flow</td>
<td>55,630</td>
<td>27,3</td>
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<tr>
<td>Item</td>
<td>12/31/2002</td>
<td>12/31/2003</td>
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<tr>
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<tr>
<td>Net Income</td>
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<td>17</td>
</tr>
<tr>
<td>Accountant</td>
<td>Self Prepared</td>
<td>Self Prepared</td>
</tr>
<tr>
<td>Sted &amp; Tax</td>
<td>$52,595</td>
<td>$52,595</td>
</tr>
<tr>
<td>Less: FICA Payroll</td>
<td>$6,605</td>
<td>$6,605</td>
</tr>
<tr>
<td>Total Salary</td>
<td>88,590</td>
<td>88,590</td>
</tr>
<tr>
<td>Alimony</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total Operating Costs</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total Operating Income</td>
<td>24,802</td>
<td>38,902</td>
</tr>
<tr>
<td>Pension Plan Contributions</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Other Income</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Child Support/Alimony</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total Operating Cash Inflow</td>
<td>24,802</td>
<td>38,902</td>
</tr>
<tr>
<td>C500 Business Expenses</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>IRC Deduction</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Bonaire IRC Deduction</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Social Security Benefits</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total Financing Cost</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total Operating Cash Outflow</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>SCHEDULE A: Cash Outflows:</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Medical &amp; Dental Expenses</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Selling &amp; Admin Expenses</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Unincorporated Employee Expenses</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total ESG: Cash Outflow</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>TOTAL PERSONAL CASH FLOW</td>
<td>156,192</td>
<td>150,603</td>
</tr>
<tr>
<td>Total Federal Income Tax</td>
<td>15,756</td>
<td>27,904</td>
</tr>
<tr>
<td>State &amp; Local Income Tax or Sales Tax</td>
<td>2,656</td>
<td>2,718</td>
</tr>
<tr>
<td>Real Estate Taxes - Primary Residence</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Real Estate Taxes - Other</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>New Motor Vehicle Taxes</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Other Taxes</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total Taxes</td>
<td>18,412</td>
<td>30,622</td>
</tr>
<tr>
<td>Ordinary Living Expenses</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Date</td>
<td>Tax Return Code</td>
<td>Tax Return</td>
</tr>
<tr>
<td>------------</td>
<td>-----------------</td>
<td>------------</td>
</tr>
<tr>
<td>12/31/2019</td>
<td>12</td>
<td>12</td>
</tr>
<tr>
<td>Adjusted</td>
<td>Self Prepared</td>
<td>Self Prepared</td>
</tr>
<tr>
<td>Analyst</td>
<td>Tapes</td>
<td>Tapes</td>
</tr>
<tr>
<td>Type</td>
<td>Frnt</td>
<td>Frnt</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taxable Interest Income</td>
<td>$0.463</td>
</tr>
<tr>
<td>Plus: Series EE US Savings Bonds</td>
<td>-</td>
</tr>
<tr>
<td>Plus: Taxable Interest Income</td>
<td>-</td>
</tr>
<tr>
<td>Taxable Dividend Income</td>
<td>-</td>
</tr>
<tr>
<td>Plus: Nontaxable Distributions</td>
<td>-</td>
</tr>
<tr>
<td>Less: Frnt Interest &amp; Dividend Inc</td>
<td>0.701</td>
</tr>
<tr>
<td><strong>TAXABLE CASH FLOW</strong></td>
<td>345</td>
</tr>
<tr>
<td>Company Name:</td>
<td></td>
</tr>
<tr>
<td>--------------</td>
<td>---</td>
</tr>
<tr>
<td>Gross Income</td>
<td>122,786</td>
</tr>
<tr>
<td>Less: Total Expenses</td>
<td>85,446</td>
</tr>
<tr>
<td>Plus: depreciation</td>
<td>1,852</td>
</tr>
<tr>
<td>Plus: mortgage interest</td>
<td>-</td>
</tr>
<tr>
<td>Plus: Other Interest</td>
<td>-</td>
</tr>
<tr>
<td>Less: Real Estate taxes</td>
<td>-</td>
</tr>
<tr>
<td>Less: real estate taxes</td>
<td>-</td>
</tr>
<tr>
<td>Total Cash inflow/(expenses)</td>
<td>$(17,792)</td>
</tr>
<tr>
<td>Plus: Other Operating Cash inflow</td>
<td>-</td>
</tr>
<tr>
<td>Less: Other Operating Cash outflow</td>
<td>-</td>
</tr>
<tr>
<td>Total Other Cash inflow/(outflow)</td>
<td>-</td>
</tr>
<tr>
<td>TOTAL OPERATING CASH FLOW</td>
<td>13,607</td>
</tr>
<tr>
<td>Item</td>
<td>Amount 1</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>Royalty Income</td>
<td>11,000</td>
</tr>
<tr>
<td>Royalty Received</td>
<td>8,930</td>
</tr>
<tr>
<td>Total Rental Royalty Income</td>
<td>9,930</td>
</tr>
<tr>
<td>Total Income</td>
<td></td>
</tr>
<tr>
<td>Less: Interest Paid</td>
<td>0.00</td>
</tr>
<tr>
<td>Plus: Other Gain/Expenses</td>
<td>-</td>
</tr>
<tr>
<td>Net Income</td>
<td></td>
</tr>
<tr>
<td>Tax Return Realized</td>
<td></td>
</tr>
<tr>
<td>Tax Return Filing</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>2,850</td>
</tr>
</tbody>
</table>

**Note:** The table above represents a financial statement for a tax return, detailing rental income, expenses, and the net income for the period.
<table>
<thead>
<tr>
<th>Debit Item</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Rent/Mortgage Paid</td>
<td>21,790</td>
<td>21,790</td>
</tr>
<tr>
<td>Annual Payment on Installment Debt</td>
<td>12,704</td>
<td>12,704</td>
</tr>
<tr>
<td>Annual Payment on Real Estate Debt</td>
<td>3,708</td>
<td>3,708</td>
</tr>
<tr>
<td>Other Annual Debt Payments</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Annual Debt on Schedule C</td>
<td>9,882</td>
<td>9,882</td>
</tr>
<tr>
<td>Annual Debt on Schedule F</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>TOTAL DEBT</strong></td>
<td>53,030</td>
<td>53,030</td>
</tr>
</tbody>
</table>

**Note:**
- Date: 12/31/20XX
- Address: COE.SCHWEIKERT.05327
- Prepared: 09/10/2011
- Reviewed: 09/11/2011

**Contact Information:**
- Responsible Officer: Davey Young
- Relationship Type: Self Prepared
- Date: 12/31/20XX
- Location: ADFP (5.4.2.0)
**Promissory Note**

| Principal Amount | Date of Note | Curr. Rate | Rpt. Bank | Fed. ID | Ssn. | Lender | Principal Pmt. Mth | Interest Pmt. Mth | Payoff Mth | Postage | Invoice Date | Amount Paid | Maturity Date |
|------------------|-------------|-----------|----------|--------|------|--------|------------------|------------------|-----------|---------|---------|------------|-----------|--------------|
| $164,000.00     | February 14, 2011 | 6%         | First Nat'l Bank of Champaign | 040323 | 989  | Mary Thompson | Interest on 1st of each month | Principal on 1st of each month | Maturity Date: 2/14/2014 | First Nat’l Bank of Champaign | Yes | 2/14/2011 | $164,000.00 | 2/14/2014 |

**Borrower:** Steven Schaefer, LLC

**Lender:** Mary Thompson, LLC

**Note:** This note represents a promissory note for the amount of $164,000.00. The borrower is Steven Schaefer, LLC, and the lender is Mary Thompson, LLC. Payments are due on the 1st of each month, with interest calculated on the 1st of each month and paid on the first of each month. The note matures on February 14, 2014. The borrower is responsible for all payments and charges at the First National Bank of Champaign. This note is secured by a mortgage on the property described in the mortgage attached to the note. The borrower is also responsible for all taxes and insurance on the property. Any default in payments will result in legal action to enforce the note and mortgage. The note is payable in the currency of the United States of America.
**BUSINESS LOAN AGREEMENT**

**Lender:** Metro Pacific Bank

**Address:** Metro Pacific Bank, 191 St. James Place, Suite 300

**Phone:** 212-555-1234

**Loan Agreement Details:**

<table>
<thead>
<tr>
<th>Loan Type</th>
<th>Amount</th>
<th>Term</th>
<th>Interest Rate</th>
<th>Payment Frequency</th>
<th>Repayment Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business</td>
<td>500K</td>
<td>5 YR</td>
<td>7.5%</td>
<td>Monthly</td>
<td>Principal + Interest</td>
</tr>
</tbody>
</table>

**Agreement Terms:**

1. The borrower, [Name], has applied for a business loan of $500,000 with Metro Pacific Bank for a term of 5 years at an interest rate of 7.5% per annum.
2. The loan will be paid in monthly installments.
3. The loan is secured by a mortgage on the borrower's property.
4. The borrower agrees to maintain a minimum cash flow ratio of 1.5 to 1.
5. The borrower agrees to use the loan proceeds for business expansion only.

**Borrower's Representations:**

- The borrower is a legal entity with a good credit history.
- The borrower has a current net worth of $200,000.
- The borrower has a stable income with a projected increase of 10% in the next year.

**Lender's Representations:**

- Metro Pacific Bank is a federally chartered institution with a good standing record.
- The bank has a capital adequacy ratio of 12%.
- The bank is in compliance with all banking regulations.

**Conditions Precedent to the Loan:**

- The borrower must submit a detailed business plan within 30 days of the loan agreement.
- The borrower must obtain all necessary permits and licenses before commencing business operations.
- The borrower must complete all required legal formalities.

**Default:**

In case of default, the lender reserves the right to demand immediate repayment of the entire loan.

**Signatures:**

Borrower: [Name]

Lender: [Name]

**Date:** [Date]

**[Signature] [Signature]**
BUSINESS LOAN AGREEMENT
(Continued)

All of Borrower’s premises have and clear of all security interests, and has not executed any security documents or financing statements securing such premises, or any property, instruments, or chattels. All personal property of Borrower shall be described in Schedule A hereto. Borrower does hereby agree to indemnify and save Lender harmless from any and all claims, losses, costs, expenses, or liabilities arising in connection with the loan transactions, and Lender has agreed to indemnify and save Borrower harmless from any and all claims, losses, costs, expenses, or liabilities arising in connection with the loan transactions.

The term of this loan shall be [insert term] months, commencing on [insert date]. The interest rate on the loan shall be [insert rate] per annum, and shall be payable quarterly in arrears. All payments shall be made to Lender at the address of Lender specified in the Notice of Intent to Lender. The loan shall be prepaid at any time prior to the maturity date without penalty.

This Agreement shall be governed by and construed in accordance with the laws of the State of [insert state]. Any action or proceeding arising out of or relating to this Agreement shall be brought in the courts of the State of [insert state], and Borrower irrevocably consents to the jurisdiction of such courts.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

[Signature]
[Name]
[Title]
Borrower

[Signature]
[Name]
[Title]
Lender

AGREEMENTS AND WARRANTIES

Borrower represents and warrants to Lender as follows:

1. Borrower is a person of the full age of majority, is legally authorized to enter into this Agreement and is authorized to carry on the business as proposed.
2. Borrower’s business is conducted at the address stated herein, and all business is conducted in accordance with all applicable laws.
3. Borrower has not filed any nor has it been filed any, nor does Borrower intend to file any, county, state, federal, or foreign bankruptcy, insolvency, reorganization, readjustment of debts, or other类似于的法律程序.
4. Borrower’s financial condition is good, and Borrower is able to meet all obligations as they come due.
5. Borrower has not been added to any delinquent accounts or has been subject to any legal action.
6. Borrower has not been involved in any pending or threatened litigation, nor is Borrower aware of any such actions.

This Agreement shall be void if Lender determines that any of the warranties or representations herein are false or misleading in any material respect. Lender may, at its option, require Borrower to cure any breach of warranty or representation prior to the closing of the loan.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

[Signature]
[Name]
[Title]
Borrower

[Signature]
[Name]
[Title]
Lender

COE.SCHWEIKERT.005331
16.2253_1831
DEED OF TRUST

This Deed of Trust is dated February 14, 2017, among Shamian Equities, LLC, whose address is 15745 E.

The property described in this document includes all improvements, fixtures, and appurtenances thereto, and all easements, rights of way, and other interests and rights appurtenant thereto.

The Trustor shall indemnify and hold harmless the Trustee and any successor to the Trustee from and against any claims, liabilities, or expenses incurred by the Trustee in the performance of its duties hereunder.

Powers and Duties of Trustee. The Trustee shall have the power to collect, receive, and invest the Trust, and to execute all acts necessary or convenient for the performance of the Trustee's duties under this Deed of Trust.
and control of the Property; (3) use, operate or manage the Property; and (4) collect the Rent from the Property.

Duty to Maintain. Trustor shall maintain the Property in reasonable condition and properly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Trustor represents and warrants to Lender that: (i) during the period of Trustor’s ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, over, from or from the Property; (ii) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, any breach or violation of any Environmental Laws; (iii) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, over, from or from the Property by any prior owner or occupant of the Premises, or (iv) any actual or threatened damage or claim of any kind by any person having any legal or equitable interest in the Property, which damage or claim is the result of any violation of Environmental Laws, which has not been written off, if not written into the Lease or otherwise, and is not a claim of any kind by any person having any legal or equitable interest in the Property, or (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Trustor authorizes Lender and its agents to enter upon the Property to make such inspections and visits at Trustor’s expense, as Lender may deem advisable to determine compliance of the Property with this section of the Deed of Trust. Remedies, at its option, but without obligation to do so, may correct any condition violating any applicable Environmental Law affecting the Property, and in doing so shall be entitled to be reimbursed for all costs of correcting a condition or violation when the proceeds of any Beneficiaries’ Trustor as provided in this Section shall be insufficient. All such costs and expenses shall be paid by Trustor to Lender for Lender’s purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Trustor or in any other respect. The warranties and representations contained herein are based on Trustor’s due diligence in investigating the Property for Hazardous Substances. Trustor hereby (i) releases and waives any right, claim, cause of action or liability in respect of any or all of the foregoing or as a consequence of the event; Trustor thereby transfers, assigns for value to the lessor under any such lease; and (ii) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender maydirect or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a result of, or consequence of, any use, generation, manufacture, storage, treatment, disposal, release or threatened release occurring prior to Trustor’s ownership in interest in the Property, whether or not the same was or should have been known to Trustor; the provisions of this section of the Deed of Trust, including the indemnity, shall be in addition to and not in derogation of any other indemnities or covenants of the same or similar nature with respect to the indemnity of the lessor of the Deed of Trust and shall not be affected by Lender’s acquisition of any interest in the Property, whether by assignment or otherwise.

Release. Waiver. Trustor shall not cause conduct or permit any nuisance nor commit, permit, or suffer any stoppage of or breach of or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Trustor will not, remove, or grant to any other party, any right to remove, any underground or aboveground principal or auxiliary structure, building, tunnel, or any similar structure or building, including all and any good, used, old, worn, or vacant, or any fixtures or other property or Real Estate Property shall not be disturbed or removed without Lender’s prior written consent.

Removal of Improvements. Trustor shall not remove or move any improvements from the Real Property without Lender’s prior written consent. As a condition to the removal of any improvements, Trustor may require Trustor to make reasonable alterations or repairs in Lender to replace such improvements with improvements of at least equal value.

Lender’s Right to Enter. Lender and Lender’s agents and representatives may enter upon the Real Property at (i) reasonable times to attend to Lender’s interests and to inspect the Real Property for compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Trustor shall comply completely with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Trustor may comply with the laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Trustor may comply with the laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Trustor may comply with the laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Trustor may comply with the laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act.

Duty to Prepare. Trustor agrees neither to abandon or leave the Real Property. Trustor shall not sell, lease or dispose of all or any part of the Real Property except as authorized by Lender.

COE.SCHWEIKERT.005337
192234_0107
DEED OF TRUST

(Continued)

and in consideration of the sum of $1.00, the receipt of which is hereby acknowledged, the said Lender hereby grants, assigns, transfers, conveys and hereby does transfer, sell, mortgage, pledge, convey, indenture and deliver to the said Trustor, the real property described in the Record

of this instrument as follows:

The real property described in the Record of this instrument shall be paid to Trustor in the event of Default

under said instrument, at the following rate of interest:

1000

COE.SCHWEIKERT.005339

15-233_6530
DEED OF TRUST

(Continued)

and Trustor shall promptly take such steps as may be necessary to defend the action and obtain the
Trustee by the bonding party in suit proceeding, but Lender shall be entitled to participate in
the proceeding and to be represented in the proceeding by counsel of its own choice, and Trustee will defend or
be sued to be indemnified by Lender for such expenses and to defend or
be sued to be indemnified by Lender for such expenses and
do no act or thing to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned or covenanted domain
proceedings or by any proceeding or purchase in lieu of condemnation, Lender may, at its election, use all or any
portion of the net proceeds of the sale or condemnation or any other
cooperation of the Proceeds. The net proceeds of the sale shall mean the amount after payment of all
reasonable costs, expenses, and attorneys fees incurred by Trustee or Lender or in connection with
the costs, expenses, and attorneys fees incurred by Trustee or Lender or in connection with

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Trustor shall execute such documents in
addition to the Deed of Trust and take whatever other action is required by Lender to perfect and
prevent Lender's lien on the Real Property. Trustor shall indemnify Lender for all taxes, as described and
paid by the Trustor, as and when due, without limitation of all taxes, fees, documentary stamps, and other charges for
recording or registering the Deed of Trust.

Texas. The following shall constitute taxes to which this section applies: (1) a specific tax upon the type of
Deed of Trust as in some or all of the indebtedness secured by this Deed of Trust; (2) a specific
fee for Trustor who has authorized or resulted from payments on the indebtedness
partially paid to the Trustor, with the trust funds paid to the Trustor, with the trust funds
and/or (4) a specific tax on all or any portion of the indebtedness or an
execution of principal and interest made by Trustee.

Subsequent Taxes. If any tax or fee on any of the section applies is assessed subsequent to the date of this
Deed of Trust, the amounts shall have the same effect as an Exhibit of Deductible, and Lender may require one or all of
the available evidence for the Event of Default as provided above unless Trustee otherwise requests
that the tax be paid by the Trustor and/or is deductible with Lender's cost or a sufficient corporate surety bond or other
security satisfactory to Lender.

SECURITY AGREEMENT, FINANCING STATEMENTS. The following provisions referring to the Deed of Trust as a
security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement in favor of the
Property constitutes a Security Agreement, and Lender shall have all of the rights of a secured party under the Uniform
Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Trustor shall take whatever action is requested by Lender to
perfect and preserve Lender's security interest in the Real and Personal Property. In addition to recording the Deed of Trust in the real property records, Lender may, at any time and without further authorization from Trustor, file a financing statement, copy or reproduction of this Deed of Trust and a statement
or statement of Trustor's security interest. Trustor shall indemnify Lender for all expenses incurred in preparing or filing the security
interest. Upon default, Trustor shall not pay, settle, or discharge the Parent's Property from the Property. Upon default, Trustor shall assume any Personal Property subject to the Property in a manner and at a
place reasonably convenient to Trustor and Lender and make it available to Lender when and as Lender may require.

Address(es). The mailing address of Trustor (return) and Lender (servicing agent) from which information concerning the security interest granted by this Deed of Trust may be obtained (as required by the Uniform Commercial Code) is as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and
attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Trustor will make,
satisfy, and deliver, or cause to be made, satisfied or delivered, in Trustor or to Lender's discharge, and
when requested by Lender, cause to be filed, recorded, filed, or recorded, in accordance, in the case may be, at such
times and in suchoffice and places as Lender may deem appropriate, any and all such mortgages, deeds
of Trust, security deeds, security agreements, financing statements, condominium agreements, instruments
of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary
or adequate in order to perfect, complete, perfect, continue, or renew (1) Trustor's obligations
under the Note, this Deed of Trust, and the Related Documents, and (2) the tax and security interests
created by this Deed of Trust on line and prior to the date of the Trustor, whether now existing or hereafter
created by Trustor; unless prohibited by law, Lender agrees to the foregoing in writing. Trustor shall
be responsible for all costs and expenses incurred in connection with the matters referred to in this
paragraph.

Attorney-in-Fact. If Trustor fails to do any of the things required in the preceding paragraph, Lender may
do so for and in the name of Trustor and at Trustor's expense. For such purposes, Trustor hereby
irrevocably appoints Lender as Trustor's attorney-in-fact for the purpose of making, executing, delivering,
after Trustee’s death, Trustee shall pay any court costs, in addition to all other sums provided for by law.

Rights of Trustee. Trustor shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property, upon the written request of Lender and Trustor: (a) enter, possess and control a map or plans of the Real Property, including the boundaries of the same or other rights to the public; (b) place in any street, or road, or other public place any evidence or creating any restriction on the Real Property; and (c) act in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustor shall not be obligated to notify any other party of a default under any other trust deed or liens, or at any action or proceeding in which Trustee, Lender, or Trustor shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall have all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, Trustee shall have all such rights and remedies as are possessed by any judicial trustee, in equity, in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender’s option, may, from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and Trustee, which instrument shall describe the successor Trustee and the terms and conditions of the appointment. In addition to all other matters required to be noted here, the name of the then current Lender, Trustee, and Trustor, the book and page number of this Deed of Trust, its recordation date, the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without consideration of this Property, shall succeed to all the rights, powers, and duties conferred upon the Trustor in this Deed of Trust and by applicable law. The provisions for substitution of Trustee shall govern in this event of all other provisions for substitution.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default or any notice of sale shall be given in writing, and shall be effective when actually received by intereste or otherwise required by law, unless specifically otherwise required by or to the extent specifically otherwise provided by applicable law.

Miscellaneous Provisions. The following miscellaneous provisions are part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding made or agreement entered into between the parties set forth in this Deed of Trust. Any modification of or amendment to this Deed of Trust shall be effective when given in writing and signed by the party or parties called to be charged or liable for the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Trustor’s residence, Trustor shall furnish to Lender, upon request, a certificate of no standing vacant space received from the Property during Trustor’s previous fiscal year in form and detail as may be required. “No standing vacant space” shall mean no more than five percent of the Property tax of cash in accordance with connection of the operation of the Property.

Dakota Region. Counter readings in this part of Trust are for convenience purposes only and are not to be construed to mean or define the precision of the property Trust.

Merger. There shall be no merger of the interest or notes created by this Deed of Trust with any other interest or estate in the Property or any liens held by or for the benefit of Lender or any assignee, without the written consent of Lender.

Powers of Trustee. This Deed of Trust shall be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Arizona without regard to its conflicts of law provisions. This Deed of Trust has been executed by Lender in the State of Arizona.

Joint and Several Liability. All obligations of Trustor under this Deed of Trust shall be joint and several, and in the event of Trustor’s death, the personal representative of the estate of Trustor shall be and become Trustor under this Deed of Trust, and his personal representative shall be and become Trustor hereunder in good faith and with the written consent of Lender.

Execution. This Deed of Trust shall be executed under seal.

IN WITNESS WHEREOF, the parties hereto have executed this Deed of Trust in the presence of the undersigned witnesses.

COE.SCHWEIKERT.005343
DEED OF TRUST (Continued)

Page 9

COE.SCHWEIKERT.005344

1005

unless such waiver is given in writing and signed by Landor. No delay or omission on the part of Landor in exercising any right shall operate as a waiver of such right or any other right. A waiver by Landor of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Landor’s right otherwise to demand strict compliance with such provision or any other provision of this Deed of Trust. No waiver by Landor of the non-performance of a provision of this Deed of Trust shall create any estoppel against Landor from insisting thereafter upon strict performance of any provision of this Deed of Trust. No waiver by Landor shall constitute a waiver of any of Landor’s rights in or of any of Trustor’s obligations as to any future transactions. Wherever the consent of Landor is required under this Deed of Trust, the granting of such consent by Landor in any instances shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be given or withdrawn by Landor at its discretion.

Irrevocability. It is a condition of this Deed of Trust that any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any person or circumstance, does not make the remaining provision illegal, invalid, or unenforceable as to any other person or circumstance. If illegal, the offending provision shall be construed modified so that it becomes legal, valid and enforceable. If any offending provision cannot be so modified, it shall be considered deleted from the Deed of Trust. Unless otherwise required by law, the legality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust we transfer to Trustee a right to bind upon and to the benefit of the parties. Here successors and assigns. If ownership of the Property happens to pass in a manner other than Trustor, Lender, without notice to Trustor, may deal with Trustor’s successors and assignees in reliance on this Deed of Trust and the interpretations of the terms of the Deed of Trust hereunder. All the obligations of this Deed of Trust are binding upon and to the benefit of the trustee, successors, and assigns.

Title to the Estate. Title is in all the assigns in the performance of this Deed of Trust.

What Jurisdiction. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or action brought by any party against any other party.

Waiver of Homestead Exemption. Trustee hereby releases and waives all rights and benefits of the homestead exemption laws of the State of [State] as to all indebtedness secured by this Deed of Trust.

Definitions. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and vice versa, and words of like import shall be construed accordingly. Words and terms not otherwise defined in this Deed of Trust shall have the meanings and definitions in the Uniform Commercial Code.

Beneficiary. The word “Beneficiary” means [Name, Phoenix Bank, and its successors and assigns].

Beneficiary. The word “Beneficiary” means [Name, Phoenix Bank, and its successors and assigns].

Deed of Trust. The words “Deed of Trust” mean this Deed of Trust among Trustor, Lender, and Trustee and includes without limitation all assignments and security interest provisions relating to the Real Property and Mortgages.

Default. The word “Default” means the Default set forth in this Deed of Trust in the sections titled “Default.”


Event of Default. The words “Event of Default” mean any of the events of default set forth in this Deed of Trust in the sections titled “Event of Default.”

Guaranty. The word “Guaranty” means the guaranty of [Name, Phoenix Bank, and its successors and assigns].

Hazardous Substances. The words “Hazardous Substances” mean materials that, because of their quantity, concentration or physical, chemical or radioactive characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly stored, treated, transported, dispensed, generated, managed, disposed of on the real property, either alone or in combination with other substances, or disposed of in the ordinary course of business or operations. The words “Hazardous Substances” are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or wastes as defined or listed under the Environmental Laws. The term “Hazardous Substances” also includes, without limitation, petroleum and all releases therefrom or any similar thing therein and anywhere.

Improvements. The word “Improvements” means all housing and future improvements, buildings, structures, mobile homes affixed on the Real Property, fountains, fountains, additions, modifications and other construction on the Real Property.

Indebtedness. The word “Indebtedness” means all principal, interest, and all other amounts, costs and
DEED OF TRUST.
(Continued)

Lenders. The word "Lender" means Metro Phoenix Bank, its successors and assigns.

Note. This word "Note" means the promissory note dated February 4, 2011, in the original principal amount of $1,104,000.00 from Trustor to Lender, together with all renewals at, modifications of, refinancings of, consolidations of, and substitutions for the promissory note in agreement.

TRUSTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of detached property now or hereafter owned by Trustor, and new or hereafter attached or affixed to the Real Property, together with all additions to, or replacements of, real or personal property now or hereafter owned by Trustor, and all proceeds and products of, and substitutions for, any of such property, and together with all proceeds (including without limitation all insurance proceeds and refunds of prorated taxes from any sale or other disposition of the Property).

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in the Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, loan agreements, mortgage agreements, security agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now in existence or hereafter created, executed in connection with the Indebtedness.

Pew. The word "Pew" means all present and future crops, revenues, income, issues, rentals, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means Sheriffs Equities, LLC; David S. Schweikert; and Sonya R. Schweikert.

EACH TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND SUCH TRUSTOR AGREES TO ITS TERMS.

TRUSTOR:

SHERIFFS EQUITIES, LLC

By:

David S. Schweikert, Manager of Sheriff's Equities, LLC

X:

David S. Schweikert, individually

X:

Sonya R. Schweikert, individually

COE.SCHWEIKERT.005345
DEED OF TRUST
(Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF:  

COUNTY OF:  

On the day of , 20 , before me, the undersigned Notary Public, personally appeared (full name of the limited liability company that executed the Deed of Trust) and acknowledged the Deed of Trust to be the free and voluntary act and deed of the limited liability company. In accordance with Subsection (a) of Section 100, Florida Statutes, and in consideration of the valuable consideration in the execution of the Deed of Trust, the undersigned, in the presence of the aforesaid person(s), acknowledged the Deed of Trust as the free and voluntary act and deed of the limited liability company.

By: ____________________________

Notary Public in and for the State of Florida

My commission expires: ____________________________

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF:  

COUNTY OF:  

On this day before me, the undersigned Notary Public, personally appeared (full name of the limited liability company that executed the Deed of Trust) and acknowledged the Deed of Trust to be the free and voluntary act and deed of the limited liability company. In accordance with Subsection (a) of Section 100, Florida Statutes, and in consideration of the valuable consideration in the execution of the Deed of Trust, the undersigned, in the presence of the aforesaid person(s), acknowledged the Deed of Trust as the free and voluntary act and deed of the limited liability company.

By: ____________________________

Notary Public in and for the State of Florida

My commission expires: ____________________________

REQUEST FOR FULL RECONVEYANCE

(To be used only where obligations have been paid in full)

To: ____________________________, Trustee

This undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed upon payment to use of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statutes, to cancel the Deed of Trust (which is delivered to you together with this Deed of Trust), and thereafter to reconvey the property conveyed by the Deed of Trust. Further, the undersigned agrees to execute and deliver to you any instruments or documents which may be necessary for the completion of this reconveyance.

Date: ____________________________

By: ____________________________

Re: ____________________________

Sa: ____________________________

COE.SCHWEIKERT.005346

18-23H_0646
ASSIGNMENT OF RENTS

This Assignment of Rents dated February 16, 2017, is made and executed between Stoklosa Fisheries, LLC, whose address is 5534 E. 4th Ave., Phoenix, AZ 85012; David R. Schweikert, and Dennis W. Schwentker, whose address is 7015 N. 16th St., Phoenix, AZ 85016 (referred to herein as “Grantees”) and Mesa Pacifica Bank, chartered in the United States of America under the laws of the State of Arizona, whose address is 6685 E. Van Buren Street, Ste #100, Phoenix, AZ 85018 (referred to herein as “Lender”).

ASSIGNMENT: For valuable consideration, Grantee hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantees’ right, title, and interest in and to the Rents from the following described Property located in Maricopa County, State of Arizona:

Lot 3, Northfield, according to the plat of record in the office of the county recorder of Maricopa County, Arizona, in Book 30 of Maps, page 46.

The Property or its address is commonly known as 5534 E. 4th Ave., Phoenix, AZ 85012. The Property tax identification number is 1424-02-125.

REVOLVING LINE OF CREDIT: This Assignment secures the indebtedness including, without limitation, a revolving line of credit, which obligates Lender to make advances to Grantee so long as Grantee complies with all the terms of the Note.

This ASSIGNMENT IS GIVEN TO SECURE: (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE. THIS ASSIGNMENT AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE: Except as otherwise provided in this Assignment or any Related Documents, Grantee shall pay to Lender all amounts assigned by this Assignment as they become due, and shall promptly perform all of Grantee’s obligations under this Assignment. Unless and until Lender elects to the right to collect the Rents as provided herein and as long as there is no default under this Assignment, Grantee may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not change Lender’s status as the sole owner of such indebtedness in a bankruptcy proceeding.

GRANTOR’S REPRESENTATIONS AND WARRANTIES: Grantee warrants that:

Ownership. Grantee is entitled to receive the Rents free and clear of all liens, taxes, liens, encumbrances, and other charges as disclosed in and approved by Lender in writing.

Right to Assign. Grantee has the full right, power and authority to execute this assignment and to assign and convey the Rents to Lender.

No Other Assignment. Grantee has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

Proper Transfer. Grantee will not sell, assign, encumber, or otherwise dispose of any of Grantee’s rights in the Rents except as provided in this Assignment.

LENDER’S RIGHT TO RECOVER AND COLLECT RENTS. Lender shall have the right at any time, and even...
ASSIGNMENT OF RENTS

(Continued)

through to default shall have occurred under this Assignment, so waived and release the Rents. For the purpose, Lessee is hereby given and hereby the following rights, answer and authority:

Notice to Tenants. Tenant may send notice to any one or all tenancies of the Property advising them of this Assignment and directing all rents to be paid directly to Lessor or Lessee’s agent. Enter the Property. Lessee may enter upon and take possession of the Property demanded, collect and reimburse the expenses so far as any other expenses or liabilities, at all of the lesser, institute and serve on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to secure possession of the Property, collect the rents and remove any tenant or tenants or other occupants from the Property.

Abandon the Property. Lessee may enter upon the Property to maintain the Property and keep the same in repair, to pay the costs thereof out of all rents or any part of the Property for all expenses, and all of the expenses or expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and special assessments, and the premium on fire and other insurance effected by Lessor or Lessee on the Property.

Compliance with Laws. Lessor may do any and all things necessary to execute and comply with the laws of the State of Arizona and all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lessees of the Property. Lessor may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lessor may deem appropriate.

Employer Agents. Lessor may engage such agent or agents as Lessor may deem appropriate, either in Lessor’s name or in Lessor’s name, to rent and manage the Property, including the collection and application of Rents.

Other Rents. Lessor may do all such other things and acts with respect to the Property as Lessor may deem appropriate and may act reasonably and safely in the good and honest of Grantor and to have all of the powers of Grantor for the purposes stated above.

Remain to Assume. Lessor shall not be required to do any of the foregoing acts or things, and the fact that Lessor shall have performed one or more of the foregoing acts or things shall not release Lessor to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lessor in connection with the Property shall be the Grantor’s account and Lessor may pay such costs and expenses from the Rents. Lessor, in its sole discretion, may conduct an appraisal of the Rents and may make and enter into any contract, lease, or other agreement which it deems appropriate to the management of the Rents which are not duplicative to such costs and expenses shall be applied to the indebtedness.

Any agreements made by, entered into under this Assignment and not referenced from the leases shall become a part of this agreement executed by this Assignment, and shall be payable on demand, with interest at the rate now or hereafter at any time or from time to time.

FULL PERFORMANCE. If Grantor fails at all the indebtedness when due and otherwise performs all the obligations imposed upon Grantor under the Assignment, the note, and the Related Documents, Lessor shall execute and deliver to Grantor a suitable release of the Assignment and indorsement of the certificate of termination of any security interest in the Property by Lessor to the same extent as Lessor’s interest in the Property. Any termination of the note may be required by law to be paid by Grantor, if permitted by applicable law.

LESSOR’S EXPENSES. If any action in preserving or administering that would reasonably affect lessor’s interest in the Property as to Grantor fails to comply with any provision of this Assignment or any Related Document, including but not limited to Grantor’s failure to discharge any real estate taxes due or amounts of money required to be discharged at any time or from time to time by Lessor under the Assignment or any Related Documents, Lessor on Grantor’s behalf shall not be required to take any action that Lessor deems appropriate, as the event herein set forth or applicable law, including but not limited to discharging in paying of taxes, interest, security interest, prepayment and other claims, in any tax interest or lien on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenses incurred or paid by Lessor for such reason and at Grantor’s cost and expense shall be a part of the indebtedness and, at Grantor’s option, shall be payable on demand. (B) the failure to balance the Related Documents and the relevant payment under this Assignment and the Related Documents shall be paid or discharged, as the case may be, in the event of any default under this Assignment or any Related Document, including but not limited to a default, to make any payment, or to comply with the requirements of any Related Document, including but not limited to the Lessor’s expenses, as the event herein set forth or applicable law. If any payments of lessor’s expenses are made by Lessor. Such costs shall be in addition to all other rights and remedies to which Lessor may be entitled. Default shall be in the event of a default under this Assignment.

DEFINITIONS. "Lessee” under the Assignment, shall constitute all Event of Default under this Assignment:

Pendee Default. Grantor fails to make any payment when due under the Assignment.

Other Defaults. Grantor fails to comply with or to perform any other term, covenant, condition or provision contained in this Assignment or in any of the Related Documents or to comply with or to perform any such, obligation, covenant or condition contained in any other agreement between Lessor or Lessee and Grantor.

Remedy on Other Payments. Failure of Grantor within the time required by this Assignment to make any
ASSIGNMENT OF RENTS
(Continued)

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As a result of the above, if there is a default under any of the agreements, the landlord shall have the right, without notice to Grantee, to take possession of the Property and collect the rent, including amounts past due and unpaid, and apply the net proceeds, over and above the Landlord’s costs against the indebtedness. In addition to these rights, the Landlord shall have the right at any time upon written notice to Grantee to declare the entire indebtedness due and payable. Any endorsement made by Grantee would not be required.

Collect Rent. Landlord shall have the right, without notice to Grantee, to take possession of the Property and collect the rent, including amounts past due and unpaid, and apply the net proceeds, over and above the Landlord’s costs against the indebtedness. In addition to these rights, the Landlord shall have the right at any time upon written notice to Grantee to declare the entire indebtedness due and payable. Any endorsement made by Grantee would not be required.

Appoint Receiver. Landlord shall have the right to appoint a receiver to take possession of all or any part of the Property, with the power to proceed and pursue the Property in the name of such receiver for the purposes of any actions, suits, or other legal proceedings, over and above the costs of the receivership, against the indebtedness. The receivership may serve without bond if permitted by law. The rights of the assignee of a receiver shall exist whether or not the assignee is a receiver appointed by the landlord or a receiver appointed by any other person or entity.

COE.SCHWEIKERT.005349

10-2234_0540
MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

The Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Arizona without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of Arizona.

JOINT AND SEVERAL LIABILITY. All obligations of Owner under this Assignment shall be joint and several, and all references to Owner shall mean each and every Owner. This means that each Owner signing below is responsible for all obligations of the others. Any one or more of the parties is a corporation, partnership, limited liability company or other entity. It is necessary for Lender to inspect into the powers of any of the owners, officers, partners, members, or other persons acting in any capacity to see that the entity's behalf, and any obligations made or created in reliance upon the prohibited exercise of such powers shall be guaranteed under this Assignment.

There shall be no merger of the insuring or estate created by this Assignment with any other insuring or estate whatsoever. The written consent of Lender shall be required before any such merger or combination of insuring or estate created by this Assignment.

No Lender shall be entitled to remove or relieve any obligation under this Assignment unless such consent is given in writing and signed by Lender. It may change or modify the terms of any Assignment or any addition or extension to the same to the extent that any such changes or modifications are reasonable and in the best interest of Lender and the Owner.

NOTICES. Any notices required to be given under the Assignment shall be given in writing, and shall be effective when actually delivered, or if mailed, when deposited in the U.S. mails, first class, postage prepaid, addressed to the respective parties at the address shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is
ASSIGNMENT OF RENTS

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF

COUNTY OF

On this day before me, the undersigned Notary Public, personally appeared David S. Schweikert and Joyce R.
Schweikert, to me known to be the individuals described in and who executed the ASSIGNMENT OF RENTS,
and acknowledged that they signed the Assignment as their free and voluntary act and deed, for the uses and
purposes therein set forth.

Given under my hand and seal of this
Notary Public to and for the State of
My commission expires: August 31, 2011

David J. Turner
Notary Public

COE.SCHWEIKERT.005353
18-2220_0553
MODIFICATION OF DEED OF TRUST

This Modification of Deed of Trust dated May 21, 2013, is made and executed between Sherwood Realty, LLC, whose address is 15789 E. Illego Blvd., Fountain Hills, AZ, 85268 ("Trustor") and Bank of America, N.A., whose address is Main Office, 40 E. Van Buren Street, Suite 1100, Phoenix, AZ 85004-6797 ("Lender") is hereby modified to, among other things, extend the term of the existing Deed of Trust dated February 14, 2011, from Maricopa County, State of Arizona, as follows:

Resealed February 24, 2011, at File No. 201110959 in the official records of the County of Maricopa, State of Arizona.

REAL PROPERTY DESCRIPTION: The Deed of Trust covers the following described real property located in Maricopa County, State of Arizona:

Lot 5, Northshore, according to the plat of said land in the office of the County Recorder of Maricopa County, Arizona, in Book 38 of Maps, page 45.

The Real Property is the address is commonly known as 9620 W. State Ave., Glendale, AZ 85302. The Real Property’s identification number is 141-42-126.

MODIFICATION: Lender and Trustor hereby modify the Deed of Trust as follows:

1. David S. Schilderman and Joyce R. Schilderman are removed as Owners of said property. Owners of said property is Sherwood Realty LLC only.

CONTINUING VALUATION: Pursuant to expressly modifying above, the terms of the original Deed of Trust shall remain unaffected and in full force and effect. Contingent on Lender in this Modification does not waive Lender’s right to require strict performance of the Deed of Trust as changed above or obligate Lender to make any future modifications. Nothing in this Modification shall constitute a waiver of the prejudice costs or other (cost) agreement recited in the Deed of Trust (this "Note"). It is the intention of Lender to retain said Note as late as
MODIFICATION OF DEED OF TRUST

(Continued)

Lender: METRO PHOENIX BANK

Signed: [Signature]
Mary Wells, Loan Officer

TRUSTEE ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND TRUSTEE AGREE TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED MAY 91, 2013.

SHERIDAN ENTITIES LLC

[Signature]
David Schweikert, Manager of Sheridan Entities LLC

Parties to the Deed of Trust and all parties, makers and endorsers to the note, including accommodation parties, unless a party is expressly released by lender in writing, any maker or endorser, including accommodation makers, shall not be released by virtue of this modification. If any person who signed the original Deed of Trust does not sign this modification, then all persons signing below acknowledge that the modification is given conditionally based on the representation to lender that the undersigned person understands the changes and provisions of this modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all subsequent extensions.
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Arizona

COUNTY OF Maricopa

On this 3rd day of May 2013, before me, the undersigned
Notary Public, personally appeared David Schweikert, Manager of Schweikert Equity LLC, and known to me to
be the maker or designated agent of the limited liability company that executed the Modification of Deed of Trust
and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company.

My commission expires: 1-12-15

Notary Public in and for the State of Arizona

COE.SCHWEIKERT.005356
LENDER ACKNOWLEDGEMENT

STATE OF Arizona

COUNTY Of Maricopa

On this 30th day of May, 2013, before me, the undersigned Notary Public, personally appeared Mary Miller, known to me to be the Loan Officer, authorized agent for Metro Phoenix Bank, that executed the添充 and transferring instruments and acknowledged said instruments to be the free and voluntary act and deed of Metro Phoenix Bank, duly authorized by said bank, by the undersigned Loan Officer, authorized agent for said bank, to execute the deed instrument and did thereunto affix the seal of said bank and acknowledged the same to be executed on behalf of Metro Phoenix Bank.

By: __________________________
Notary Public in and for the State of Arizona
My commission expires: 1-12-45

COE SCHWEIKERT 005357
WHEN RECORDED MAIL TO:
Metro Phoenix Bank
4608 E. Van Buren Street #150
Phoenix, AZ. 85016

DO NOT REMOVE THIS COVER SHEET. IT IS NOW PART OF THE RECORDED DOCUMENT.

DOCUMENT TO BE RECORDED:
Deed of Release and Reconveyance

Regarding Document 20110101578 and further modified
June 3, 2013 in Document # 2013050919

COE.SCHWEIKERT.005358

10-2234_0059
When enrolled return to:

METRO PHOENIX BANK

406 E. Van Buren St. # 150

Phoenix, AZ 85004

DEED OF RELEASE AND RECONVEYANCE

WHEREAS, the indentures secured by the Deed of Trust executed by Sharlene Felicity, L.L.C., an Arizona Limited Liability Company, whose address is 15740 E. 83rd Ave. Phoenix, AZ 85020, David S. Scharfman and Joyce J. Scharfman, whose address is 4066 E. Van Buren, Ste # 150, Phoenix, AZ 85008, dated February 14, 2011 and recorded February 24, 2011 in Document No. 2011016578, and further modified May 31, 2013 and recorded June 3, 2013 in Document No. SD130601090, of Official Records in the Maricopa County Recorder’s office, Maricopa County, Arizona.

Beneficiary

NOW, THEREFORE, the present Beneficiary under said Deed of Trust does hereby release and convey, without warrant or warranty, express or implied, unto the parties legally entitled all right, title and interest which was heretofore acquired by said Beneficiary under said Deed of Trust.

DATED this 21st day of August, 2013

Beneficiary:

METRO PHOENIX BANK

Michael Morris, EVP

STATE OF ARIZONA

County of Maricopa

The instrument was acknowledged before me, fully and legally entitled

Notary Public

COE SCHWEIKERT 005359
OCTAVE RELEASE AND RECONVYANCE

WHEREAS, the indebtedness secured by the Deed of Trust executed by Sheriden Properties, L.L.C., as Arizona Limited Liability company, whose address is 17495 E. El Lago Blvd, Peoria, AZ 85383, Lovell B. Schindler and Joyce R. Schindler whose address is 4661 E. Van Buren, Unit # 15B, Phoenix, AZ 85038, dated February 14, 2011 and recorded February 22, 2011 in Document No. 20110101074, and further modified May 31, 2013 and recorded June 9, 2013 in Document No. 20130059819, of Official Records of the Maricopa County Recorder’s office, Maricopa County, Arizona.

BENEFICIARY

NOW, THEREFORE, the present Beneficiary trustee and Deed of Trust does hereby release and assign, without covenant or warranty, express or implied, and subject to the rights and liens, which were heretofore acquired by said Beneficiary under the Deed of Trust.

DATED this 20th day of August, 2013

BENEFICIARY

METRO PHOENIX BANK

Michael Menasca, EVP

STATE OF ARIZONA

County of Maricopa

The undersigned was acknowledged before me this day 20th day of August, 2013.

My Commission Expires 2018
Notary Public

COE. SCHWEIKERT 005380

10.2201_0000
DOCUMENT TO BE RECORDED:
Assignment of Rents Full Reconveyance
Regarding Document # 2011010179 dated February 24, 2011

COE.SCHWEIKERT.005361
ASSIGNMENT OF RENTS FULL RECONVEYANCE

METRO PHOENIX BANK, as Lender under the Assignment of Lease, dated February 16, 2011 in which Shirelle Kuppers, LLC and David A. Schmedley, Jr., and Anne M. Schmedley, Jr., are Grantors, and Shirelle Kuppers, LLC and David A. Schmedley, Jr., are Grantees, and the assignment of METRO PHOENIX BANK to Lender, and recorded on February 16, 2011 in Deed Book No. 201000117 in the office of the County Recorder of Maricopa County, Arizona, having received said Assignment of Rent in written request to release and reconvey, the term of the tenancy granted under the assignment of Rents, in full, and no further or contingent interest or right to the Property, to the grantor, as the record owner and as the property described in and Assignment of Rents, granted to Maricopa County, Arizona as follows:

The Property is described in and is more particularly described as 7755 W. State Ave, Glendale, AZ 85308.

Metrol Phoenix Bank.

By: Michael S. Messen, EVP, CCO

State of ARIZONA

County of Maricopa

The undersigned, having been appointed as Notary Public for the State of Arizona, and being over the age of twenty-one years, do swear or affirm that the terms of this instrument are true and correct and that the person or persons represented in the instrument, are the persons they represent and that the person signing this instrument on behalf of the notary public is the person appointed as Notary Public.

Notary Public: 

My commission expires: 7-24-2015

COE.SCHWEIKERT.005362
ASSIGNMENT OF RENTS FULL RECONVEYANCE

METROM PHOENIX BANK, as Lender under the Assignment of Rents, dated February 14, 2013, to which Plaintiff X and Y are parties, and METROM PHOENIX BANK is Lender, and executed on February 14, 2013, an Instrument No. 383904019 in the office of the County Recorder of Maricopa County, Arizona, having received said and Assignments of Rent, a writing signed in the name and by the authority of the said Lender, transferring to said Lender all and all rights to the property described in said Assignment of Rent, named in Maricopa County, Arizona as follows:

The Property is in the address is located in the State of Arizona, County of Maricopa.

Metrom Phoenix Bank

By: Michael S. Hansen, EVP, CFO

Date of Arizona:

County of Maricopa

The property was acknowledged before me the undersigned, a Notary Public in and for said County and State.

Notary Public

My commission expires 1-24-2025

COE.SCHWEIKERT.005363
DISBURSEMENT REQUEST AND AUTHORIZATION

[Table with columns for Requestor, Judge, Case, Fund, Payment, Amount, etc.]

[Signature]
[Signature]

[Section]

[Signature]

COE.SCHWEIKERT.005364
OUTGOING DOMESTIC WIRE TRANSFER REQUEST

Date: 2/22/2017

Customer Name: Sheridan Equities, LLC and David J. Schweikert
Or Business Name:
Street Address:

Customer Account Type: DDA

Social Security/Tax ID #:

Customer Account Number:

SIGNATURE:

DRIVER LICENSE NUMBER:

CUSTOMER IDENTIFICATION

Receiving Bank Name:

Customer to Credit:

Special Instructions:

CUSTOMER AUTHORIZATION

The bank reserves the right to charge any fees in accordance with any fees charged. The bank reserves the right not to process the wire transfer if it determines necessary at any time. The bank reserves the right to change the terms and conditions of the wire transfer at any time. The bank reserves the right to refuse to process the wire transfer at any time. The bank reserves the right to charge any fees in accordance with any fees charged. The bank reserves the right not to process the wire transfer if it determines necessary at any time. The bank reserves the right to change the terms and conditions of the wire transfer at any time. The bank reserves the right to refuse to process the wire transfer at any time. The bank reserves the right to charge any fees in accordance with any fees charged. The bank reserves the right not to process the wire transfer if it determines necessary at any time. The bank reserves the right to change the terms and conditions of the wire transfer at any time. The bank reserves the right to refuse to process the wire transfer at any time.

Customer Signature:

Bank Use Only

Employee Verifying (Call Back Wire Request)

Date of Request:

Amount of Wire:

Fee:

Total:

Debit Account:

Available From:

Approved By:

Wire Sent By:

Wire Verified By:

COE.SCHWEIKERT.005365

18-2234_0465
<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Memo</th>
<th>Amount</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/28/2012</td>
<td>Payment</td>
<td></td>
<td>335.00</td>
<td>4,610.00</td>
</tr>
<tr>
<td>4/1/2012</td>
<td>Payment</td>
<td></td>
<td>335.00</td>
<td>4,275.00</td>
</tr>
<tr>
<td>4/15/2012</td>
<td>Payment</td>
<td></td>
<td>335.00</td>
<td>3,940.00</td>
</tr>
<tr>
<td>4/29/2012</td>
<td>Payment</td>
<td></td>
<td>335.00</td>
<td>3,605.00</td>
</tr>
<tr>
<td>5/12/2012</td>
<td>Payment</td>
<td></td>
<td>335.00</td>
<td>3,270.00</td>
</tr>
<tr>
<td>5/26/2012</td>
<td>Payment</td>
<td></td>
<td>335.00</td>
<td>2,935.00</td>
</tr>
<tr>
<td>6/9/2012</td>
<td>Payment</td>
<td></td>
<td>335.00</td>
<td>2,600.00</td>
</tr>
<tr>
<td>6/23/2012</td>
<td>Payment</td>
<td></td>
<td>335.00</td>
<td>2,265.00</td>
</tr>
<tr>
<td>7/7/2012</td>
<td>Payment</td>
<td></td>
<td>335.00</td>
<td>1,930.00</td>
</tr>
<tr>
<td>7/21/2012</td>
<td>Payment</td>
<td></td>
<td>335.00</td>
<td>1,595.00</td>
</tr>
<tr>
<td>8/4/2012</td>
<td>Payment</td>
<td></td>
<td>335.00</td>
<td>1,260.00</td>
</tr>
<tr>
<td>8/18/2012</td>
<td>Payment</td>
<td></td>
<td>335.00</td>
<td>925.00</td>
</tr>
<tr>
<td>9/1/2012</td>
<td>Payment</td>
<td></td>
<td>335.00</td>
<td>590.00</td>
</tr>
<tr>
<td>9/15/2012</td>
<td>Payment</td>
<td></td>
<td>335.00</td>
<td>255.00</td>
</tr>
<tr>
<td>9/29/2012</td>
<td>Payment</td>
<td></td>
<td>335.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

http://example.com/TransactionHistory/TransactionHistory?Type=X&Date=9/29/2012

COE.SCHWEIKERT.005388

18.2224_0068
<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Discount BPO - 5222 West State Avenue, Glendale, AZ 85305</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Notice:** All checks payable to Houseworks Real Estate. Payment is due within 30 days of BPO completion.

Thank you for your business!

---

COE.SCHWEIKERT.005309

18-224_0400
LIMITED LIABILITY COMPANY: RESOLUTION TO BORROW V / GRANT COLLATERAL

In accordance with the terms of the Loan Agreement, the undersigned hereby requests that the Company, hereinafter referred to as the "Company," be authorized to borrow the sum of $10,000,000, subject to the terms and conditions set forth herein.

The undersigned, being the President of the Company, does hereby authorize the Company to enter into such loan agreement and to execute any and all documents necessary to effectuate the same.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 1st day of January, 2023.

[Signature]
President
### Loan Presentation – Short Form

<table>
<thead>
<tr>
<th>Loan Request</th>
<th>Loan Type</th>
<th>Code</th>
<th>Code</th>
<th>Lender</th>
<th>COMPETENT</th>
<th>Current Loan</th>
<th>Maturity Terms</th>
<th>Prepayment Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>RLOC</td>
<td>13</td>
<td>4</td>
<td>$154,000</td>
<td>$154,000</td>
<td>$153,087</td>
<td>Maturity date of 06/02/2015. Principal balance is due at maturity.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Commitment – Borrower:** $154,000

**Total Relationship:** $154,000

### Collateral

- Description of Collateral:
  - Value: $50,000
  - Loan: Loan to owner of property
  - Lien: Lien on property

### Entity Source of Repayment

- Personal cash flow: Ownership of collateral

### Properties

<table>
<thead>
<tr>
<th>Related Entities</th>
<th>Deposits</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$77,942</td>
</tr>
</tbody>
</table>

### Policies

- None noted.
Borrower: David Schweikert is a local real estate investor and has referred to the bank by Michael Stevenson. Mr. Schweikert currently is the US Representative for Arizona’s 6th congressional district. Mr. Schweikert has previously served two terms in the Arizona State House of Representatives (1991-1998), was also chairman of the State Board of Equalization where he oversaw billions of dollars in valuation and tax protests from Arizona citizens and businesses, and was the elected Maricopa County Treasurer (2004-2007).

David grew up in Scottsdale with his adoptive parents and two adoptive siblings. He graduated from Segundo High School in 1980 then earned an MBA in Finance and real estate in 1985 and a MBA, from the ASU WP Carey Executive Programs in 2005. David has traveled extensively throughout India, East Asia and Eastern Europe. David Schweikert and his wife JoJo live in Fountain Hills where they run their real estate business, Schweikert Estates, LLC.

Loan Purpose: Renew the existing $164,000 LOC that was originally used to support election campaigning and refer to buyout a partner on a residential property. The principal amount will be due at maturity.

Repayment Sources:

PSDR: Personal cash flow

SSDR: Liquidation of collateral.

Collateral: The LOC will be supported by a 1st DQ1 on below presented residential properties. Details on collateral have been included below. The collateral house 1 was purchased in early 2011 for $18,000. We visits were done in May of 2012, please refer to pictures and site visit forms in the client file.

Collateral House 1:
Address: 5620 W. State Ave. Glendale, AZ 85301
Size: 1,471 SF
BPO Value: $70,000
BPO Date: 5/13/2012
Zillow Value: $85,100
Zillow Date: 5/13/2012

Collateral House 2:
Address: 3338 E. Willow St., Phoenix, AZ 85026
Acquisition date: April, 2009
Size: 1,120 SF
BPO Value: $57,000
BPO Date: 5/13/2012
Zillow Value: $62,500
Zillow Date: 5/13/2012

Collateral House 3:
Address: 2031 N. 84th St., Phoenix, AZ 85030
Acquisition date: March, 2009
Size: 1,472 SF
BPO Value: $86,000
BPO Date: 5/13/2012
Zillow Value: $94,400
Zillow Date: 5/13/2012

Collateral House 4:
Address: 5411 W. Lamar Rd., Chandler, AZ 85241
Acquisition date: March, 2009
Size: 1,316 SF
BPO Value: $86,500
BPO Date: 5/13/2012
Zillow Value: $95,100
Zillow Date: 5/13/2012

Total Collateral value of the 4 homes: $327,000

LTV: 88.95

COE.SCHWEIKERT.005374

LBR: 0466
18.2236.0074
Borrower Analysis:
A personal financial statement as of 6/14/2012 has been provided which illustrates liquidity of $250,000 and a net worth of $2,616,000. Analysis of this statement has been included below.

Net Worth Analysis:

<table>
<thead>
<tr>
<th>assets</th>
<th>liabilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>David and Joyce Schweikert</td>
<td>Personal Financial Statement dated 6/14/2012</td>
</tr>
<tr>
<td>Assets</td>
<td>Liabilities</td>
</tr>
<tr>
<td>Cash (1) $105,000</td>
<td>Mortgage-Primary Residence $280,000</td>
</tr>
<tr>
<td>Equitable Assets $35,000</td>
<td>Mortgage-Investment Properties $10,000</td>
</tr>
<tr>
<td>Total Assets $140,000</td>
<td>Total Liabilities $310,000</td>
</tr>
<tr>
<td>Retirement Accruals $90,000</td>
<td>Total Liabilities $310,000</td>
</tr>
<tr>
<td>CSVL $300,000</td>
<td>Total Liabilities $310,000</td>
</tr>
<tr>
<td>Personal Residence $300,000</td>
<td>Total Liabilities $310,000</td>
</tr>
<tr>
<td>Investment Real Estate (2) $50,000</td>
<td>Total Liabilities $310,000</td>
</tr>
<tr>
<td>Loan to Camelot Coast $600,000</td>
<td>Total Liabilities $310,000</td>
</tr>
<tr>
<td>Business Investments (3) $1,300,000</td>
<td>Total Liabilities $310,000</td>
</tr>
<tr>
<td>Personal Properties $10,000</td>
<td>Adjusted Net Worth $3,235,000</td>
</tr>
<tr>
<td>Total Assets $2,255,000</td>
<td>Total Liabilities $3,255,000</td>
</tr>
</tbody>
</table>

1. Cash accounting are held with Chase Bank.
2. Investment in real estate includes the 3 existing properties as well as a rental property operated by Joyce in Scottsdale.
3. Business investments include a $750K value for Sheridan Equities Holdings which represents the value of David Schweikert’s real estate business and a value of $200K which is allocated to Mesa Funds.
4. The adjusted net worth excludes the value in the business investments and the personal property.

Cash Flow Analysis:

Mesa Phoenix rural is in receipt of $200, 2009, 2010 and 2011 tax returns on Mr. and Mrs. Schweikert. Analysis of these returns has been included below, which shows adequate cash flow coverage to support the current loan facility.

<table>
<thead>
<tr>
<th>Quarter Name</th>
<th>Schweikert</th>
<th>2008</th>
<th>2009</th>
<th>2010</th>
<th>2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Cash Flow $105,000 $110,000 $115,000 $115,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Income &amp; Dividends (Schedule B) $745 $0 $0 $0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Schedule C $12,002 $16,014 $6,527 $6,527</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Rental &amp; Utility Cash Flow $2,845 $3,311 $3,311 $3,311</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Partnerships/EMIC Cash Flow $0 $0 $0 $0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Less Living Expenses ($24,999) ($24,999) ($24,999) ($24,999)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loan/Down Payment/State Tax ($331,405) ($331,405) ($331,405) ($331,405)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash Flow Available for Debt Service $88,000 $100,140 $90,000 $91,500</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>+Mortgages (3) $31,792 $31,792 $31,792 $31,792</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>+Rental Losses $9,845 $9,845 $9,845 $9,845</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>+Real Estate Losses $3,370 $3,370 $3,370 $3,370</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Debt Service $44,950 $45,505 $45,505 $45,505</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Income $134,061 $134,061 $134,061 $134,061</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net Income $58,061 $58,061 $58,061 $58,061</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Income is generated from wages the Mr. Schweikert receives from being a politician in Arizona, the Mrs. Schweikert was voted in as the US Representative for Arizona in 2009 congressmen district. His salary going forward will be approximately $172,000/year. Other additional income is generated from Schweikert C income from the real estate business, Sheridan Equities, LLC and various rental income on residential rentals.

Credit Bureau Report:
The bank-returns to a credit report for David & Joyce Schweikert on 6/14/12. The FCDO were reported are 603 and 791 respectively. No current derogatory information was noted. Old trade in 11-85 and 1-85.
Recommendation: It is recommended to approve the subject loan request as presented with a risk rating of 4. The borrowers report sufficient personal cash flow to service the subject loan. Furthermore, the Bank is well secured at a LTV of 40%.
**Credit Covenants**

**Loan-to-Value:**
At all times during the term of the Loan, the unpaid principal balance of the Loan shall not exceed seventy percent (70%) of the value of the Collateral.

**Appraisals:**
If deemed necessary by Lender or if required by law, Lender shall have the right to order appraisals of the Collateral Property from time to time from an appraiser acceptable to Lender, which appraisals shall comply with all federal and state standards for appraisals and otherwise shall be satisfactory to Lender in all material respects. Borrower agrees to pay the cost and expense for all appraisals and reviews thereof ordered by Lender pursuant to this paragraph.

### Reporting Covenants

<table>
<thead>
<tr>
<th>Borrower's Financial Statements</th>
<th>Type</th>
<th>FYE</th>
<th>Type</th>
<th>Notes</th>
<th>Fre</th>
<th>Next Sent</th>
<th>Tick</th>
<th>Due Date</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>A</td>
<td>2012</td>
<td></td>
<td>4/15/2013</td>
<td>2011 IRS in file</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>A</td>
<td>2013</td>
<td></td>
<td>6/14/2013</td>
<td>in file</td>
</tr>
</tbody>
</table>

### Documentation Requirements

- [ ] Standard Loan Pre-Draw Documents
- [ ] Accounts Receivable / Inventory Addendum
- [ ] Other – Outside Legal Counsel
- [ ] Other –

### Conditions Precedent:

- [ ]

### Modifications / Approval Conditions:

- [ ]

**Reviewer:** Nathania Estades, ED and Joyce Schwikert

Page 2 of 3

COE.SCHWEIKERT.005377

MRB_0447

18.2224_0677
## Loan Presentation – Short Form

### Borrower Information
- **Name:** Steven R. Steven
- **Address:** Private
- **City:** Phoenix
- **State:** AZ
- **Zip:** 85010
- **Phone:**
- **Fax:**
- **Fax Ext.:**
- **Email:**
- **LO:**

### Relationship
- **Type:** Individual
- **Commercial Real Estate Loan:** Yes
- **GMA Loan:** No
- **GMA Loan:**

### Loan Request
- **Loan Type:** Star
- **Loan Grade:** 1
- **FICO Score:**
- **New:**
- **Renewed:**
- **Total:**
- **Other:**

### Loan Summary
- **Total Commitment:** $154,000
- **Total Relationship:** $0

### Collateral
- **Type:** Real Estate
- **Description:**

### Primary Source of Repayment
- **Monthly Income:**
- **Expense:**

### Guarantor
- **Name:**
- **Relationship:**
- **Address:**
- **City:**
- **State:**
- **Zip:**

### Approver
- **Name:**
- **Title:**
- **Date:**

### Loan Officer
- **Name:**
- **Title:**
- **Date:**
Background: David Schweikert is a local real estate investor and was referred to the bank by Michael Steinback. Mr. Schweikert currently
is the US Representative for Arizona’s 6th congressional district. Mr. Schweikert has previously served two terms in the Arizona State House
of Representatives (1989-1994), chaired the State Board of Equalization where he oversaw billions of dollars in valuation and tax protest
from Arizona citizens and businesses, and was the elected Maricopa County Treasurer (2004-2007).

David grew up in Scottsdale with his adoptive parents and two adoptive siblings. He graduated from Sabino High School in 1980 then
earned a BA in Finance and real estate in 1982 from the University of Arizona. Schweikert served in the US Marine Corps Reserves, and
has traveled extensively throughout India, East Asia and Eastern Europe. David Schweikert and his wife Joyce live in Fountain Hills where they
run their real estate business, Schweikert Enterprises, LLC.

Loan Purpose: Term out of existing $154,000 RLOC that was originally used to support election campaigning and to purchase a partner
on a residential property. Since inception, Borrower has paid MFB debt as agreed.

Repayment Sources:

PSDR: Personal cash flow.

SSDR: Liquidation of collateral.

Collateral: Subject loan will continue to be collateralized by a 1st COT on the residential properties outlined below. In accordance with
Section 400.04, Item 1 of Metro Phoenix Bank’s Commercial Loan Policy, an appraisal is not required for transactions less than $305,400. MFB
will however obtain BPA values for each home (attached) and perform site visits (see Site Visit tab within Borrower’s loan folder for
individual property evaluations).

<table>
<thead>
<tr>
<th>Property Location</th>
<th>Annual Rent</th>
<th>SF</th>
<th>Year Built</th>
<th>Zillow Value</th>
<th>Purchase Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>5020 W. State Ave, Chandler, AZ 85226</td>
<td>$ 9,100</td>
<td>1,471</td>
<td>1945</td>
<td>$ 74,500</td>
<td>$ 74,500</td>
</tr>
<tr>
<td>5388 E. Williams Street, Phoenix, AZ 85008</td>
<td>$ 10,100</td>
<td>1,623</td>
<td>1966</td>
<td>$ 74,500</td>
<td>$ 74,500</td>
</tr>
<tr>
<td>5011 E. 4th Place, Phoenix, AZ 85033</td>
<td>$ 10,100</td>
<td>1,471</td>
<td>1970</td>
<td>$ 74,500</td>
<td>$ 74,500</td>
</tr>
<tr>
<td>6193 W. Lamar Rd, Chandler, AZ 85248</td>
<td>$ 10,500</td>
<td>1,550</td>
<td>1974</td>
<td>$ 74,500</td>
<td>$ 74,500</td>
</tr>
</tbody>
</table>

Total Annual Rent: $ 38,100

Total Zillow Value (as of 3/10/2013): $ 181,010

Summary:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Annual Rent</td>
<td>$ 38,100</td>
</tr>
<tr>
<td>LTV (85% of $ 215,000)</td>
<td>95%</td>
</tr>
<tr>
<td>Cash flow available to service debt</td>
<td>$ 20,600</td>
</tr>
<tr>
<td>MFB Debt (5% margin, 3-6 yr amortization)</td>
<td>$ 13,000</td>
</tr>
<tr>
<td>DSCR</td>
<td>1.66</td>
</tr>
</tbody>
</table>

Estimates for taxes and insurance above were obtained directly from Borrower’s 2011 tax return while rental income was obtained from
Borrower’s most recent F10. Rental income disclosed within Borrower’s F10 (Schedule 4) is in line with prior year income captured within
Schedule E. In order to more accurately describe cash flow related to subject collateral, vacancy and repair costs were also factored into the
above scenario. As illustrated above, Borrower is capable of adequately servicing MFB debt.

Borrower Analysis:

A personal financial statement dated 3/01/2013 has been provided which illustrates liquidity of $48,900 and a net worth of $2,699,406. MFB
has verified Borrower’s liquid assets and retirement accounts via statements. A summary of Borrower’s F10 is outlined below.

COE SCHRIVKERT 005382

MFB 04/19
11-23/4 0480
### Net Worth Analysis:

<table>
<thead>
<tr>
<th></th>
<th>David and Joyce Schweikert</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Personal Financial Statement dated 2/1/2013</td>
</tr>
<tr>
<td>Assets</td>
<td>Liabilities</td>
</tr>
<tr>
<td>Mortgage Primary Residence</td>
<td>275,000</td>
</tr>
<tr>
<td>Cash</td>
<td>414,250</td>
</tr>
<tr>
<td>Liquid Assets</td>
<td>66,420</td>
</tr>
<tr>
<td>Bankruptcy Acquies</td>
<td>67,980</td>
</tr>
<tr>
<td>Credit</td>
<td>20,000</td>
</tr>
<tr>
<td>Personal Residence</td>
<td>300,000</td>
</tr>
<tr>
<td>Total Liabilities</td>
<td>807,000</td>
</tr>
<tr>
<td>Investment Real Estate</td>
<td>550,000</td>
</tr>
<tr>
<td>Loans to Campaign Committee</td>
<td>600,000</td>
</tr>
<tr>
<td>Business Investment</td>
<td>1,550,000</td>
</tr>
<tr>
<td>Net Worth</td>
<td>$3,695,406</td>
</tr>
<tr>
<td>Total Assets</td>
<td>$3,166,406</td>
</tr>
<tr>
<td>Adjusted Net Worth</td>
<td>$3,029,406</td>
</tr>
</tbody>
</table>

1. Cash accounts are held with Chase Bank (see statement dated 3/9/13) and Bank of America (see statement dated 4/8/13).
2. Investment in real estate includes subject collateral and a rental property located at 11011 N 65th Street, Scottsdale, AZ which is operated by Joyce.
3. Business Investments include a $350M value for Schweikert Equities Holdings which represents the value of David Schweikert’s real estate business and a value of $520M which is allocated to M4D Funds.
4. The adjusted net worth excludes the value in business investments and the personal property.

### Cash Flow Analysis:

Metro Phoenix Bank is in receipt of 2006 - 2011 tax returns for Mr. and Mrs. Schweikert. At this time, 2012 personal tax returns are on extension, however, M4D is in receipt of 2011 W-2s. Analysis outlined below illustrates strong cash flow coverage to support the current loan facility.

<table>
<thead>
<tr>
<th>Quarter</th>
<th>2008</th>
<th>2009</th>
<th>2010</th>
<th>2011</th>
<th>NELA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Income</td>
<td>$126,585</td>
<td>$153,672</td>
<td>$222,379</td>
<td>$280,015</td>
<td></td>
</tr>
<tr>
<td>Inc &amp; Dividends (Schedule II)</td>
<td>$0</td>
<td>$50</td>
<td>$75</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Schedule C</td>
<td>$51,135</td>
<td>$46,757</td>
<td>$(21,950)</td>
<td>$(32,845)</td>
<td></td>
</tr>
<tr>
<td>Schedule D (Rental Income)</td>
<td>$2,310</td>
<td>$17,581</td>
<td>$21,662</td>
<td>$77,682</td>
<td></td>
</tr>
<tr>
<td>Less Operating Expenses</td>
<td>$(24,000)</td>
<td>$(24,000)</td>
<td>$(23,405)</td>
<td>$(24,000)</td>
<td></td>
</tr>
<tr>
<td>Less Federal &amp; State Taxes</td>
<td>$(32,686)</td>
<td>$(37,262)</td>
<td>$(48,758)</td>
<td>$(47,740)</td>
<td></td>
</tr>
<tr>
<td>Cash Flow Available for Debt Service</td>
<td>$904,247</td>
<td>$308,415</td>
<td>$184,756</td>
<td>$153,125</td>
<td></td>
</tr>
<tr>
<td>*Mortgage (Payment)</td>
<td>$21,792</td>
<td>$22,750</td>
<td>$18,630</td>
<td>$18,630</td>
<td></td>
</tr>
<tr>
<td>*Mortgage (Interest)</td>
<td>$21,792</td>
<td>$22,750</td>
<td>$18,630</td>
<td>$18,630</td>
<td></td>
</tr>
<tr>
<td>*Mortgage (Insurance)</td>
<td>$3,625</td>
<td>$3,625</td>
<td>$1,288</td>
<td>$1,288</td>
<td></td>
</tr>
<tr>
<td>Net Income</td>
<td>$13,706</td>
<td>$13,706</td>
<td>$13,706</td>
<td>$13,706</td>
<td></td>
</tr>
<tr>
<td>Operating Credit Line</td>
<td>$2,160</td>
<td>$2,160</td>
<td>$2,160</td>
<td>$2,160</td>
<td></td>
</tr>
<tr>
<td>Total Debt Service</td>
<td>$40,656</td>
<td>$40,656</td>
<td>$44,838</td>
<td>$51,975</td>
<td></td>
</tr>
<tr>
<td>Excess Cash</td>
<td>$50,990</td>
<td>$50,289</td>
<td>$127,011</td>
<td>$141,153</td>
<td></td>
</tr>
</tbody>
</table>

Mr. Schweikert’s W2 income is generated from his position as a U.S. Representative for Arizona’s 6th congressional district. Based on the income report dated 4/20/2013 displayed credit scores of 732 and 738 for David and Joyce Schweikert respectively. The Schweikert’s cash includes 17 net cash accounts with zero derogating payments. Mr. Schweikert has 65% of his collection available while Mrs. Schweikert reflects 74% revolving availability. Each has no public records reported and credit line dates to November 1997 and October 1996.
CONCLUSIONS:

Key Credit Strengths:
- Strong cash flow
- Low LTV of 50%
- Borrower's experience with residential properties
- Loan has paid as agreed

Key Credit Weaknesses and Mitigating Factors:
- Inherent risk associated with real-estate lending, mitigated by loan-to-value and global cash flow.

Recommendation:
Based on the above strengths and weaknesses, a risk rating of 4 is recommended. Approve as presented.
**Credit Covenants**

**Loan-to-Value:**
At all times during the term of the Loan, the unpaid principal balance of the Loan shall not exceed seventy percent (70%) of the value of the Collateral as determined by Lender or Lender's appraiser. If for any reason the Loan to Value ratio exceeds said percentage, then Borrower shall, upon Lender's demand, immediately reduce the unpaid principal balance of the Loan, or deposit sufficient sums with Lender to reduce the Loan to Value ratio to at or below said percentage.

**Appraisals:**
If deemed necessary by Lender or if required by law, Lender shall have the right to order appraisal(s) of the Collateral Property from time to time from an appraiser selected by Lender, which appraisals shall comply with all federal and state standards for appraisals and otherwise shall be satisfactory to Lender in all material respects. Borrower agrees to pay the cost and expense for all appraisals and ensures timely delivery to Lender pursuant to this paragraph.

### Reporting Covenants

<table>
<thead>
<tr>
<th>Borrower's Financial Statements</th>
<th>Type</th>
<th>Next Due Date</th>
<th>Due Date</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Provide the lender with a copy of the borrower's annual tax debt and zoning statement</td>
<td>A</td>
<td>10/12</td>
<td>11/1/2013</td>
<td>12/12/2012 or as filed</td>
</tr>
<tr>
<td>2. Furnish IRS form 1023 or written statement within 30 days of filing</td>
<td>A</td>
<td>3/14</td>
<td>3/2014</td>
<td>4/15/2013 or as filed</td>
</tr>
</tbody>
</table>

### Documentation Requirements
- [ ] Standard Lender Pre-Draft
- [ ] Accounts Receivable / Inventory Addendum
- [ ] Other: Outside Legal Counsel
- [ ] Other: 

## Conditions Precedent:

- [ ] Need site evaluation from completed prior to closing.

## Modifications / Approval Conditions:

**Borrower:** Stewart Capital LLC/Genii and Joyce Schweikert

Page 2 of 2

**COE.SCHWEIKERT.005385**

**MPSI_0450**

18.2334.0583
<table>
<thead>
<tr>
<th>Loan No.</th>
<th>CHANGE IN TERMS AGREEMENT</th>
<th>(Continued)</th>
<th>Page 3</th>
</tr>
</thead>
</table>

**To secure this agreement, each Borrower hereby agrees and understands all the provisions of this agreement, each Borrower agrees to the terms of this agreement.**

**Sherrie E. Ruhle**  
**Jennifer E. Schaal**

**Next of Kin**  
**By:**

**COE SCHWEIKERT 005387**  
18-2234_0065
USINESS LOAN AGREEMENT

THIS BUSINESS LOAN AGREEMENT ("Agreement") dated May 21, 2013, is made by and between Serrano Capital LLC, David S. Schweikert and Arizona,Phoenix, AZ 85029, ("Borrower") and State Farm Bank, N.A., ("Lender") in the following terms and conditions.

Borrower has requested and Lender has agreed to make a Loan to Borrower in the amount of $105,000.00. ("Loan") for the purpose of purchasing equipment.

The terms and conditions of this Agreement are as follows:

1. **Loan Amount**: The amount of the Loan is $105,000.00. The Loan is due and payable in full on the maturity date of the Loan.

2. **Maturity Date**: The Loan matures on May 21, 2016. The Loan may be prepaid by Borrower, in whole or in part, at any time without penalty.

3. **Interest Rate**: The interest rate on the Loan is 7.5% per annum. The interest is calculated on the outstanding balance of the Loan and is due and payable monthly in arrears.

4. **Pledge of Collateral**: Borrower hereby pledges to Lender as security for the payment of the Loan and all other amounts owed under this Agreement, all equipment purchased with the proceeds of the Loan.

5. **Insurance**: Borrower shall maintain insurance on all equipment pledged as collateral, with Lender as the loss payee, in an amount equal to the replacement cost of the equipment.

6. **Default**:
   a. **Event of Default**: An event of default occurs if Borrower fails to pay the Loan or any portion thereof on the due date or if Borrower breaches any of the terms of this Agreement.
   b. **Acceleration**: Upon the occurrence of an event of default, Lender may, at its option, declare the entire amount of the Loan, interest, and other amounts due under this Agreement immediately due and payable.

7. **Termination of Agreement**: Borrower may terminate this Agreement upon the payment in full of the Loan and all other amounts owed under this Agreement.

8. **Waiver of Notice**: Borrower waives any right to notice or demand prior to the acceleration of the Loan.

9. ** Governing Law**: This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona.

In witness whereof, the parties have executed this Agreement as of the date first above written.

Borrower: Serrano Capital LLC, David S. Schweikert and Arizona, Phoenix, AZ 85029

Lender: State Farm Bank, N.A.

[Signature]

[Name]

[Title]

[Address]
BUSINESS LOAN AGREEMENT
(Continued)

[Text continues on the page]
BUSINESS LOAN AGREEMENT

Additional Requirements: Provide lender with a complete and signed agreement within 30 days of lender’s request.

Additional Information: Parties shall not be entitled to request the completion of the Loan. Lender may require additional information from borrower(s) for underwriting, as lender may require from time to time in lender’s reasonable discretion.

Additional Requirements: Assurance of complete and signed agreement within 30 days of lender’s request.

Additional Information: Parties shall not be entitled to request the completion of the Loan. Lender may require additional information from borrower(s) for underwriting, as lender may require from time to time in lender’s reasonable discretion.

Insert offset folio 1058 here

CWE.SCHWEIKERT.055391

10-2234-0589
BUSINESS LOAN AGREEMENT
(Continued)

(Description of Loan Agreement)

1054

COE.SCHWEIKERT.005393
BUSINESS LOAN AGREEMENT (Continued)

COE.SCHWEIKERT.005394
19-2334_6992
BUSINESS LOAN AGREEMENT
(Continued)

COE.SCHWEIKERT.005396

10-2321_0594
BUSINESS LOAN AGREEMENT

Page 7:

[Text of the loan agreement is fully visible, including signatures and details, but the content is not legible due to the image quality.]

LOAN NO. [Redacted]

[Signatures and notations are present but not legible due to the image quality.]

COE SCHWEIKERT 005398

[Redacted and not legible due to the image quality.]
LIMITED LIABILITY COMPANY RESOLUTION TO BORROW

[Excerpt of text not fully visible, but indicates a resolution related to a company's financial decisions, including the approval of a credit line and the signing of an agreement for collateral.

Company: [Name]

Lease Agreement:

[Details of lease agreement, including terms and conditions, not fully visible in the image.

Resolution Adopted:

At a meeting of the members of the Company, [date], held in the [location], the undersigned individuals, acting as the officers of the Company, hereby adopt the resolution attached hereto as an exhibit.

[Signature]
[Name]

Secretary

[Number]

COE SCHWEIKERT 005399
(Continued)
# Loan Modification / Extension Request

**Borrower:** 
Sefreda Investments, LLC  
David & Joyce Schweikert  

**Location:**  

**Date Last FIS:** 3-31-2013

**Office:** 
RAS  
**Location:** MFH  
**Relationship:** 154,060

## Existing Loan Information:

<table>
<thead>
<tr>
<th>Note Number</th>
<th>Facility Type</th>
<th>Current Balance</th>
<th>Current Commitment</th>
<th>Int. Rate</th>
<th>Orig./Ext. Fee</th>
<th>Orig. Date</th>
<th>Maturity Date</th>
<th>Amortization</th>
</tr>
</thead>
<tbody>
<tr>
<td>0044</td>
<td>Term</td>
<td>$152,895</td>
<td>$152,895</td>
<td>6.00%</td>
<td>256 Dec</td>
<td>2/14/11</td>
<td>6/30/18</td>
<td>20 Yr</td>
</tr>
</tbody>
</table>

## New Terms:

<table>
<thead>
<tr>
<th>Notes</th>
<th>Current Balance</th>
<th>Int. Rate</th>
<th>Orig. Date</th>
<th>Maturity Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>0044</td>
<td>$73,895</td>
<td>6.00%</td>
<td>2/14/11</td>
<td>6/30/18</td>
</tr>
</tbody>
</table>

## Request

**Extd.:** Provide explanation for extension below.

Request for Extension: 
Number of Times: 0
Amount of Time:

Is Loan Current: Yes
If not current, explain: 

Is Loan in Compliance with Covenants: Yes
If not in compliance with covenants, explain: 

## Collateral Description:

1st DOT and assignment of rents on four rental properties.

CURRENT LTV: 55%

## Collateral to be Modified?

Yes
If you describe modification:

To accommodate the sale of the property located at 5920 W. State Ave., Glendale AZ 85301 the bank has agreed to release and recover the DOT and Assignment of Rents on the subject property upon receipt of a principal reduction of $79,000. 5920 W. State Ave., Glendale AZ 85301 was purchased in January of 2011 for $79,000 and provided as additional collateral to support the $79,000 increase in the borrower's RLOC. The RLOC was subsequently reduced from 95% to 90% in mid-2013 to which time the bank obtained a Zillow value of the subject property at $145,000.

The remaining loan balance of $73,895 will be reassigned over 20 years and continue to be collateralized by 1st DOT's on these remaining properties providing for 36% LTV based on their combined value established in May 2013 of $206,018.

All payments have been made as agreed since inception.

## Approval Authorization:

**Loan Office:** 
Date: 8-15-13

**Credit Office:** 
Date: 8-15-13

**Executive Officer:** 
Date: 8-15-13

COE.SCHWEIKERT.005401

MPR_0451

18-2234_6689
## LOAN MODIFICATION / EXTENSION REQUEST

**Borrower:** Sheldon Equities, LLC  
**Location:**  
**Date loan P/F:** 4-30-2014  
**Note Number:**  
**Type:**  
**Current Interest Rate:** 6.00%  
**Orig. Date:**  
**Maturity Date:**  
**Amortization:**  

### EXISTING LOAN INFORMATION:

<table>
<thead>
<tr>
<th>Term</th>
<th>Loan Number</th>
<th>Interest Rate</th>
<th>Orig. Date</th>
<th>Maturity Date</th>
<th>Amortization</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>72,291</td>
<td>6.00%</td>
<td>3/5/13</td>
<td>3/5/18</td>
<td>20 YR</td>
</tr>
</tbody>
</table>

### NEW TERM:

<table>
<thead>
<tr>
<th>Term</th>
<th>Loan Number</th>
<th>Interest Rate</th>
<th>Orig. Date</th>
<th>Maturity Date</th>
<th>Amortization</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>47,291</td>
<td>6.00%</td>
<td>3/5/13</td>
<td>3/5/18</td>
<td>20 YR</td>
</tr>
</tbody>
</table>

### REQUEST:

- **Notify:** Describe modification request below.
- **Extend:** Provide explanation for extension below.

#### Extend

**Requested Extension**  
**Period:**

- **Number of Times:** 0  
- **Amount of time:**
  - **Previously Extended:**
  - **Newly Extended:**

**In Loan Current with Covenants:**

- **Yes**
  - **If not in compliance with covenants, Explain:**

**COLLATERAL DESCRIPTION:**  
**1st DTD:**

- **Amount:**
  - **Current:**
  - **Increases:**
  - **Decreases:**

**CURRENT LTV:** 55%  
**LTV:**

**Will Collateral be modified?**

- **Yes**

### ATTHE TABLE:

- **Current:**
- **Previous:**

The remaining loan balance of $47,291 will remain on the existing terms and amortization schedule. The loan is collateralized by 1st DTD's on two remaining properties providing for 25% LTV based on their combined Zillow.com values of $201,014.

### APPROVAL AUTHORIZATION:

**Loan Officer:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Chief Credit Officer:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Chief Executive Officer:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# Loan Modification / Extension Request

**Borrower:** Sheridan Equities, LLC  
**Location:**  
**Date Last PS:** 4-3-2014  
**Date Last FS:**  

**Officer:** RAS  
**Location:** MEP  
**Relationship:** 47.29%  
**Face Amount:** 0  
**Date:** 5-30-14  
**Risk Rating:** 4  

### Existing Loan Information:

<table>
<thead>
<tr>
<th>Term</th>
<th>Current Balance</th>
<th>Current Commitment</th>
<th>Int Rate</th>
<th>Orig. Date</th>
<th>Orig. Exp. Date</th>
<th>Orig. Term</th>
<th>Maturity Date</th>
<th>Amortization</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>75,291</td>
<td>75,291</td>
<td>6.00%</td>
<td>2/14/11</td>
<td>2/14/11</td>
<td>20 Yr</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### New Terms:

<table>
<thead>
<tr>
<th>Term</th>
<th>Current Balance</th>
<th>Current Commitment</th>
<th>Int Rate</th>
<th>Orig. Date</th>
<th>Orig. Exp. Date</th>
<th>Orig. Term</th>
<th>Maturity Date</th>
<th>Amortization</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>22,291</td>
<td>22,291</td>
<td>6.00%</td>
<td>2/14/11</td>
<td>2/14/11</td>
<td>20 Yr</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**REQUEST:**  
- **Modify:** Describe modification request below.  
- **Extend:** Provide explanation for extension below.

**Requested Extension Period:** 
- **Number of Times:** 0
- **Amount of Time:**
  - **Previously Extended:**
    - **Previously Extended:**
      - **Total:**

**In Loan Compliance with Covenants:** 
- **Yes:**
  - **If not current, explain:**

**Collateral Description:** 1st DOT and Assignment of Rents on four retail properties  
**Current LTV:** 15%. If collateral or advances is being modified, disclose below.

**Will Collateral be modified?** Yes

To accommodate the sale of the property located at 3138 E Willets St., Phoenix, AZ. 85018 the bank has agreed to release and re-assign the DOT and Assignment of Rents on the subject property upon receipt of principal reduction of $25,000.

The remaining loan balance of $22,291 will remain on the existing terms and amortization schedule. The loan is collateralized by 1st DOT’s on one remaining property located at 2511 N 44th Pl, Phoenix, AZ 85033 providing for 22.5% LTV based on a combined Zillow.com value of $193,000.

All payments have been made as agreed since inception.

**Approval Authorization:**

- **Loan Officer:**  
  - **Date:** 7/24/14

- **Chief Credit Officer:**  
  - **Date:**

- **Chief Executive Officer:**
  - **Date:**  

**COE.SCHWEIKERT.005403**

**MPB.0465**

**18.2334.0601**
LOAN MODIFICATION / EXTENSION REQUEST

Borrower: [Redacted]
Location: [Redacted]

Officer: [Redacted]
Location: [Redacted]
Relationship: [Redacted]
Exposure: [Redacted]
Risk Rating: [Redacted]

<table>
<thead>
<tr>
<th>Note Number</th>
<th>Facility Type</th>
<th>Current Balance</th>
<th>Current Commitment</th>
<th>Int. Rate</th>
<th>Orig. Rest. Fed</th>
<th>Orig. Date</th>
<th>Maturity Date</th>
<th>Amortization</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>21,246</td>
<td>21,246</td>
<td>6.00%</td>
<td>7/30/10</td>
<td>6/5/18</td>
<td>20 Yr</td>
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</table>

NEW TERMS:

<table>
<thead>
<tr>
<th>Note Number</th>
<th>Facility Type</th>
<th>Current Balance</th>
<th>Current Commitment</th>
<th>Int. Rate</th>
<th>Orig. Rest. Fed</th>
<th>Orig. Date</th>
<th>Maturity Date</th>
<th>Amortization</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>21,246</td>
<td>21,246</td>
<td>6.00%</td>
<td>7/30/10</td>
<td>6/5/18</td>
<td>15 YR</td>
<td></td>
</tr>
</tbody>
</table>

REQUEST:

X Modify: Describe modifications request below.

__Extend. Provide explanation for extension below.

The remaining loan balance of $21,246 will be re-amortized over a 15 year period and monthly payments reduced accordingly. The loan is collateralized by 19 DOT's on one residential property located at 901 N 46th Pl, Phoenix, AZ 85033 providing for 21% LTV based on the Zillow.com value of $102,150 as of 10/7/14.

All payments have been made as agreed since inception.

Requested Extension

Period:

<table>
<thead>
<tr>
<th>Number of Times</th>
<th>Previously Extended</th>
<th>Previously Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

Is Loan Current:

<table>
<thead>
<tr>
<th>If not current, Explain:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

Is Loan in Compliance with Covenants:

<table>
<thead>
<tr>
<th>If not in compliance with covenants, Explain:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

COLLATERAL DESCRIPTION: 19 DOT and Assignment of lease on one rental property CURRENT LTV 21% if collateral or advance is being modified above.

Will collateral be modified? No

APPROVAL AUTHORIZATION:

<table>
<thead>
<tr>
<th>Loan Officer:</th>
<th>Date: 10/7/14</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief Credit Officer:</td>
<td>Date: 10/4/14</td>
</tr>
<tr>
<td>Chief Executive Officer:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

COE.SCHWEIKERT.005404
# CHANGE IN TERMS AGREEMENT

<table>
<thead>
<tr>
<th>Date</th>
<th>Name</th>
<th>Address</th>
<th>Account</th>
<th>Other Info</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/06/2014</td>
<td>Jan</td>
<td>123 Main Street, City, State</td>
<td>12345</td>
<td>Comment</td>
</tr>
</tbody>
</table>

**Date of Agreement:** October 6, 2014

**Description of Existing Obligation:** A vendor purchase note dated July 30, 1980 in the amount of $75,000.00, together with all applicable interest, late fees and reimbursement costs.

**Description of Change:** A TRM note was added to the vendor purchase note by the vendor on July 3, 1980. The payment would be deferred over a period of 12 years based on the current interest rate, subject to repayment at any time after 12 years.

**Terms:**
- The note is secured by a mortgage on the property.
- The interest rate is 5% per annum.
- The first payment is due on the 15th day of each month.
- The note is payable in full on the maturity date.

**IN COE SCHWEIKERT.005405**

---

The above agreement is subject to approval by the vendor's board of directors and must be signed by all parties.

**Signature:**

---

COE SCHWEIKERT 005405
Account: Sheridan Equus

Name:
David S Schweetert
Jane R Schweetert

1067

TN:

Verified:
Date of Birth:

Home Phone:
Additional:

Interest Paid YTD:
Interest Paid Last Period:
Interest Rate:
Interest Rate Type:
Maturity:
Next Payment:
Next Payment Amount:
Due Date:
Total Amount Due:
Current Balance:
Due Date:
Due Date Adjustment:
Encumbrance:
Accruals:
Arrears:
 Charges/Penalties:
Grace Period:
Payoff Amount:
Daily Interest:

Group:

1 Summary:

Class:

CPL:

No Payoff:

Payoff Date:

CPL:

Origin:

Type:

Purpose:

Phone:

Mail:

Principal:

Interest:

Unpaid:

Reference:

History View:

Date: 07/09/2020
Balance Forward: 0.00
Advance: 530.00
(1st Installment)

Date: 07/09/2020
Balance Forward: 580.00
Advance: 530.00
(1st Installment)

Date: 07/09/2020
Balance Forward: 530.00
Reco Charge: 0.00

Date: 08/09/2020
Balance Forward: 0.00
Advance: 530.00
(2nd Installment)

Date: 08/09/2020
Balance Forward: 530.00
Advance: 530.00
(2nd Installment)

Date: 09/06/2020
Balance Forward: 530.00
Advance: 530.00
(2nd Installment)

Date: 09/06/2020
Balance Forward: 0.00
Reco Charge: 0.00

Date: 10/07/2020
Balance Forward: 0.00
Advance: 530.00
(3rd Installment)

Date: 10/07/2020
Balance Forward: 530.00
Advance: 530.00
(3rd Installment)

Date: 10/07/2020
Balance Forward: 530.00
Reco Charge: 0.00

Date: 11/07/2020
Balance Forward: 0.00
Advance: 530.00
(4th Installment)

Date: 11/07/2020
Balance Forward: 530.00
Advance: 530.00
(4th Installment)

Date: 11/07/2020
Balance Forward: 530.00
Advance: 530.00
(4th Installment)

Date: 11/07/2020
Balance Forward: 0.00
Advance: 530.00
(4th Installment)

Date: 12/05/2020
Balance Forward: 0.00
Regular Payment: 530.00
(1st Payment)

Date: 12/05/2020
Balance Forward: 530.00
Regular Payment: 530.00
(1st Payment)

Date: 12/05/2020
Balance Forward: 530.00
Regular Payment: 530.00
(1st Payment)

Date: 12/05/2020
Balance Forward: 0.00
Regular Payment: 530.00
(1st Payment)

Date: 01/05/2021
Balance Forward: 0.00
Regular Payment: 530.00
(2nd Payment)

Date: 01/05/2021
Balance Forward: 530.00
Regular Payment: 530.00
(2nd Payment)

Date: 01/05/2021
Balance Forward: 530.00
Regular Payment: 530.00
(2nd Payment)

Date: 01/05/2021
Balance Forward: 0.00
Regular Payment: 530.00
(2nd Payment)

Date: 02/05/2021
Balance Forward: 0.00
Regular Payment: 530.00
(3rd Payment)

Date: 02/05/2021
Balance Forward: 530.00
Regular Payment: 530.00
(3rd Payment)

Date: 02/05/2021
Balance Forward: 530.00
Regular Payment: 530.00
(3rd Payment)

Date: 02/05/2021
Balance Forward: 0.00
Regular Payment: 530.00
(3rd Payment)

Date: 03/05/2021
Balance Forward: 0.00
Regular Payment: 530.00
(4th Payment)

Date: 03/05/2021
Balance Forward: 530.00
Regular Payment: 530.00
(4th Payment)

Date: 03/05/2021
Balance Forward: 530.00
Regular Payment: 530.00
(4th Payment)

Date: 03/05/2021
Balance Forward: 0.00
Regular Payment: 530.00
(4th Payment)
Personal Financial Statement

Name: David Schweikert
Social Security No: [redacted]
Years at Current Address: 10
City/State: [redacted]
Zip Code: [redacted]
Home Phone: [redacted]
Cell: [redacted]
Work Phone: [redacted]
Current Employer: Self
Position: [redacted]
Year: [redacted]
Date of Birth: 9/9/62
Place of Birth: LA

COE: SCHWEIKERT.005409

David Schweikert
Date: 1-21-02

Name: Joyce Schweikert
Social Security No: [redacted]
Years at Current Address: 5
City/State: [redacted]
Zip Code: [redacted]
Home Phone: [redacted]
Work Phone: [redacted]
Current Employer: Scottsdale Eye Surgery
Position: Administrator
Year: 10
Date of Birth: 7/18/63
Place of Birth: KS

Page 1 of 4

1070
<table>
<thead>
<tr>
<th>ASSETS</th>
<th>AMOUNT</th>
<th>LIABILITIES</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash in the Bank</td>
<td>$60,000</td>
<td>Non-Payable Other (Schedule 5)</td>
<td>$2,000</td>
</tr>
<tr>
<td>Cash in Other Financial Institutions (Demand)</td>
<td></td>
<td>Other Payable Other (Schedule 5)</td>
<td></td>
</tr>
<tr>
<td>Marketable Securities (Schedule 1)</td>
<td></td>
<td>Outstanding Mortgage</td>
<td></td>
</tr>
<tr>
<td>Non-Marketable Securities (Schedule 1)</td>
<td></td>
<td>Cash</td>
<td>$500</td>
</tr>
<tr>
<td>Other Non-Disabled Securities (Schedule 3)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Retirement Accounts</td>
<td>$27,300</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash surrender value of life ins. (Schedule 3)</td>
<td>$15,166</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Real Estate Owned (Schedule 4)</td>
<td>$24,341</td>
<td>Mortgage on Real Estate (Schedule 4)</td>
<td>$25,341</td>
</tr>
<tr>
<td>Antiques</td>
<td>$5,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personal Property</td>
<td>$5,000</td>
<td>Other Non-Personal Liabilities (Deduct)</td>
<td></td>
</tr>
<tr>
<td>Other Personal Assets (Deduct)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net Assets (Net Worth)</td>
<td>$36,000</td>
<td>TOTAL ASSETS</td>
<td>$2,387,160</td>
</tr>
</tbody>
</table>

**ANNUAL INCOME**

<table>
<thead>
<tr>
<th>Item</th>
<th>Applicant</th>
<th>Co-Applicant</th>
<th>ANNUAL EXPENSES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary</td>
<td>$75,000</td>
<td></td>
<td>Mortgage/Rental payments (80%)</td>
</tr>
<tr>
<td>Dividends</td>
<td></td>
<td></td>
<td>Other Contract payments (sea, drug add, etc)</td>
</tr>
<tr>
<td>Income</td>
<td></td>
<td></td>
<td>Real Estate Taxes &amp; Assessments</td>
</tr>
<tr>
<td>Rental Property</td>
<td>$24,000</td>
<td>$5,000</td>
<td>Interest payments</td>
</tr>
</tbody>
</table>
| Attorney/Other Support | | | Alimony/Child Support/Asset 
| Maintenance | | | Alimony/Child Support/Asset |
| Other Income (Income) | $0 | | Other Expenses (Deduct) |
| Net Income | $59,000 | | Seller's MRA Loan |

**TOTAL INCOME**

$59,000

| SCHEDULE 1 - MARKETABLE & NON-MARKETABLE SECURITIES (includes stock in closely held companies) |
|---|---|---|---|---|---|
| Securities | Market Value | Market Value | Market Value | Market Value | Market Value |
| | | | | | |
| TOTAL |

| SCHEDULE 2 - NOTES, MORTGAGES & CONTRACTS RECEIVABLE |
|---|---|---|---|---|
| Date of Default | Type of Obligation | Amount Paid |年輕ted Amount | Original Amount |
| | | | | |
| TOTAL |
**SCHEDULE 3 - LIFE INSURANCE**

<table>
<thead>
<tr>
<th>Policy Name</th>
<th>Insurer</th>
<th>Policy No.</th>
<th>Face Value</th>
<th>Cash Value</th>
<th>Loan</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL**

---

**SCHEDULE 4 - SCHEDULE OF REAL ESTATE OWNED**

(If you own more than 3 properties please complete the attached "Consolidating Schedule of Real Estate"

- **Type of Property**: Rental
- **Address of Property**: 303 N. 48th Pl
- **Date Purchased**: April 2009
- **Current Market Value**: $120,000
- **Monthly Payment**: $1,000
- **Monthly Rental Income**: $1,050

---

**SCHEDULE 5 - NOTES PAYABLE BANK & OTHERS**

<table>
<thead>
<tr>
<th>Bank or Lender</th>
<th>Purpose of Loan</th>
<th>Loan Amount</th>
<th>Int. Rate</th>
<th>Monthly Pymt</th>
<th>Maturity Date</th>
<th>Current Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

**SCHEDULE 6 - CONTINGENT LIABILITIES**

<table>
<thead>
<tr>
<th>To Whom Payable</th>
<th>Reason For Pay</th>
<th>Reduced Yr. Paid</th>
<th>Monthly Pymt</th>
<th>Monthly</th>
<th>Unpaid Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL**

---

1/14/98

COE. SCHWEIKERT 005411
<table>
<thead>
<tr>
<th>Question</th>
<th>Applicant</th>
<th>Co-Applicant</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Have you or your judgment against you or filed for bankruptcy?</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>2. Have you or been charged within 7 years of any criminal offense other</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>than a misdemeanor involving false or identity theft?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Are you a person named in the bankruptcy petition?</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>4. You are not employed by a person named in the bankruptcy petition?</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>5. Are you a citizen of the United States of America?</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>6. Do you have a writ?</td>
<td>Yes</td>
<td>Yes</td>
</tr>
</tbody>
</table>

The foregoing statement, submitted for the purpose of obtaining credit, is true and correct in every material and fact that may affect the financial condition of the person or entity. I/we will inform you promptly of any subsequent material change in such financial condition occurring before discharge of the debt obligation to you. I/we understand that you will retain this personal financial statement whether or not you approve the credit or connection which it is submitted. You are authorized to check your credit and employment history or any other information contained herein.

**Signature**

**Date**

---

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of sex, color, religion, national origin, age (provided the applicant has the capacity to enter into a binding contract), sexual orientation, or marital status, as long as all other creditors are treated alike. The act also prohibits creditors from requiring an applicant to agree to a credit restriction, and from limiting credit to an applicant on the basis of the applicant's income derived from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The bank agrees to abide by the terms of this act.

---

COE SCHWEIKERT 005412

16-2334_0010
**Personal Financial Statement**

**APPLICANT**

- **Name:** David Schweikert
- **Address:**
- **City/State:**
- **Zip Code:**
- **Home Phone:**
- **Cell:**
- **Employer:** US House, Self
- **Position:**
- **Years of Service:** 11
- **Date of Birth:** 3/3/12
- **Place of Birth:** L.A.

**CO-APPLICANT**

- **Name:** Joyce Schweikert
- **Address:**
- **City/State:**
- **Zip Code:**
- **Home Phone:**
- **Work Phone:**
- **Employer:** Scottsdale Eye Surg
- **Position:** Admin
- **Years of Service:** 45
- **State of Birth:** Marion, KS
**Date of Filing:**

*Read all amounts in the context of $0.00.*

Additional representations may be needed to complete schedules.

### ASSETS

<table>
<thead>
<tr>
<th>Description</th>
<th>Adjustment</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash in the Bank</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Financial Instruments (non-bank)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-Pension Plan (Schedule A)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pension Plan (Schedule B)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-Mortgage Investment (Schedule D)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Non-Mortgage (Schedule B)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personal Property</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Personal Assets (Dollar)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL ASSETS</strong></td>
<td></td>
<td><strong>$450,000</strong></td>
</tr>
</tbody>
</table>

### LIABILITIES

<table>
<thead>
<tr>
<th>Description</th>
<th>Adjustment</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mortgages/Other Liabilities (Schedule D)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Personal Liabilities (Dollar)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL LIABILITIES</strong></td>
<td></td>
<td><strong>$450,000</strong></td>
</tr>
</tbody>
</table>

### NET WORTH

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>NET WORTH</strong></td>
<td><strong>$0.00</strong></td>
</tr>
</tbody>
</table>

### ANNUAL INCOME

<table>
<thead>
<tr>
<th>Description</th>
<th>调整</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$30,000</td>
</tr>
<tr>
<td>Commissions</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Income</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL INCOME</strong></td>
<td></td>
<td><strong>$30,000</strong></td>
</tr>
</tbody>
</table>

### ANNUAL EXPENSES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL EXPENSES</strong></td>
<td><strong>$30,000</strong></td>
</tr>
</tbody>
</table>

### SCHEDULE 1 - MARKETABLE & NON-MARKETABLE SECURITIES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### SCHEDULE 2 - NOTE MORTGAGE CONTRACTS RECEIVABLE

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$0.00</strong></td>
</tr>
</tbody>
</table>

---

Coe. Schweikert.005414

MPS 2012

18-2230_0612
**SCHEDULE 3 - LIFE INSURANCE**

<table>
<thead>
<tr>
<th>Policy No.</th>
<th>Face Value</th>
<th>Description</th>
<th>Gift</th>
<th>Policy Type</th>
<th>Insured</th>
<th>Beneficiary Amt.</th>
<th>Policy No.</th>
<th>Face Value</th>
<th>Description</th>
<th>Gift</th>
<th>Policy Type</th>
<th>Insured</th>
<th>Beneficiary Amt.</th>
</tr>
</thead>
<tbody>
<tr>
<td>123456</td>
<td>100,000</td>
<td>Term Life</td>
<td>Yes</td>
<td>Term Life</td>
<td>John</td>
<td>50,000</td>
<td>123456</td>
<td>100,000</td>
<td>Term Life</td>
<td>Yes</td>
<td>Term Life</td>
<td>John</td>
<td>50,000</td>
</tr>
</tbody>
</table>

**TOTAL**

**SCHEDULE 4 - SCHEDULES OF REAL ESTATE Owned (If you own more than 3 properties please complete the mockup “Condominium Information Form.”**

<table>
<thead>
<tr>
<th>Property 1</th>
<th>Property 2</th>
<th>Property 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type of Property</td>
<td>Type of Property</td>
<td>Type of Property</td>
</tr>
<tr>
<td>Retail</td>
<td>Retail</td>
<td>Retail</td>
</tr>
<tr>
<td>Address of Property</td>
<td>Address of Property</td>
<td>Address of Property</td>
</tr>
<tr>
<td>123 Main St.</td>
<td>456 Market Ave.</td>
<td>789 Oak Rd.</td>
</tr>
<tr>
<td>Lot Size</td>
<td>Lot Size</td>
<td>Lot Size</td>
</tr>
<tr>
<td>0.25 acres</td>
<td>0.3 acres</td>
<td>0.2 acres</td>
</tr>
<tr>
<td>Assessed Value</td>
<td>Assessed Value</td>
<td>Assessed Value</td>
</tr>
<tr>
<td>$200,000</td>
<td>$150,000</td>
<td>$250,000</td>
</tr>
<tr>
<td>Monthly Payment</td>
<td>Monthly Payment</td>
<td>Monthly Payment</td>
</tr>
<tr>
<td>$1,200</td>
<td>$1,500</td>
<td>$1,000</td>
</tr>
<tr>
<td>Assured</td>
<td>Assured</td>
<td>Assured</td>
</tr>
<tr>
<td>Axiom Realty</td>
<td>Axiom Realty</td>
<td>Axiom Realty</td>
</tr>
<tr>
<td>Monthly Rent</td>
<td>Monthly Rent</td>
<td>Monthly Rent</td>
</tr>
<tr>
<td>$2,000</td>
<td>$1,800</td>
<td>$1,600</td>
</tr>
</tbody>
</table>

**SCHEDULE 5 - NOTES PAYABLE/RENT & OTHERS**

<table>
<thead>
<tr>
<th>Owner Name</th>
<th>Address</th>
<th>Maturity Date</th>
<th>Amount Due</th>
<th>Interest Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bob Smith</td>
<td>123 Home Ave.</td>
<td>01/01/22</td>
<td>$50,000</td>
<td>5%</td>
</tr>
<tr>
<td>Jane Doe</td>
<td>456 Street Rd.</td>
<td>02/02/23</td>
<td>$30,000</td>
<td>6%</td>
</tr>
</tbody>
</table>

**SCHEDULE 6 - CONTINGENCY LIABILITIES**

<table>
<thead>
<tr>
<th>To Whom Payable</th>
<th>Balance Due</th>
<th>Due Date</th>
<th>Monthly Payment</th>
<th>Monthly Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor 1</td>
<td>$10,000</td>
<td>04/04/21</td>
<td>$500</td>
<td>$500</td>
</tr>
<tr>
<td>Vendor 2</td>
<td>$20,000</td>
<td>05/05/21</td>
<td>$1,000</td>
<td>$1,000</td>
</tr>
</tbody>
</table>

**TOTAL**

COE.CHEWEIKERT.005415
### Application Form

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Have you ever been convicted of a felony?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Have you ever been arrested with an additional offense other than a conviction involving a motor vehicle violation?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Do you or any of your family members own an interest in any type of financial institution?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Do you have any outstanding obligations with any federal or state government or any other entity?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Are you a citizen of the United States of America?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The following statement, obtained for the purpose of obtaining credit, is true and correct to the best of my knowledge and belief. You will give me prompt notice of any subsequent acknowledgment of a condition occurring before the discharge of any obligations as you. You are also responsible for any other obligations existing with you. You are prohibited from accepting credit and employment history or any other information concerning me.

**Applicant Information**

[Redacted]

[Redacted]

**Disclosure of Credit Information**

The Federal Credit Reports Act and Fair Credit Reporting Act prohibit creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age provided the applicant is capable of entering into a binding contract, because all or part of the applicant’s income derives from any public assistance program to pay for an applicant’s goods and services required of a consumer as defined by the Consumer Credit Protection Act. The Federal Reserve Board advises you to consult the consumer’s guide to consumer credit.

**FDIC**

Corporation Regulatory Office

1100 Wilson Blvd, Suite 117

Norfolk, VA 23202-5005
METRO PHOENIX BANK

ACKNOWLEDGEMENTS/DECLARATION OF SPOUSE'S
SOLE AND SEPARATE PROPERTY

WHEREAS,

(Signature)

WHEREAS, the SPOUSE of the undersigned, has executed
the following instrument and has attached the following
instrument to the undersigned instrument:

WHEREAS, the undersigned instrument is acknowledged by the undersigned to be

NOW, THEREFORE, the undersigned does hereby declare and release unto SPOUSE

and the heirs, personal representatives and assigns of SPOUSE, all right, title, interest, estate,

ACKNOWLEDGED this day of

SPOUSE's immediate issue

SUBSCRIBED AND SWORN to before me this day of

My commission expires:

NOTE:

COE.SCHWEIKERT.005419

MPH_0017

18-2234_0017
### Personal Financial Statement

You may apply for a credit extension or financial accommodation INDIVIDUALLY or JOINTLY with a co-applicant.

If you are married and applying INDIVIDUALLY, the financial statement below and supporting schedules must reflect your separate assets as owned by you separate from your spouse. Your spouse is required to sign the Acknowledgment Declaration of Owner's Joint and Separate Property section on this form.

This financial statement and any applicable supporting schedules may be completed jointly if the assets and liabilities of applicant or co-applicant are sufficiently joined so that the statement can be meaningful and fairly presented on a combined basis; otherwise separate statements and schedules are required.

**ARE YOU APPLYING FOR A FINANCIAL ACCOMMODATION OR PROVIDING A GUARANTEE INDIVIDUALLY, BASED ON YOUR ROLE AND SEPARATE ASSETS, CREDIT, AND INCOME?**

**ARE YOU APPLYING FOR A FINANCIAL ACCOMMODATION OR PROVIDING A GUARANTEE JOINTLY WITH A CO-APPLICANT?**

**IF NO, ASSUMPTIONS AS TO APPLYING INDIVIDUALLY, ARE THE ASSETS AND LIABILITIES LISTED BELOW YOUR ROLE AND SEPARATE ASSETS, CREDIT, AND INCOME?**

<table>
<thead>
<tr>
<th>APPLYING</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>APPLICANT</strong></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>David Schweikert</td>
<td></td>
</tr>
<tr>
<td>Social Security No.:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
<td>32</td>
</tr>
<tr>
<td>Years at Current Address:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City/State:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zip Code:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Home Phone:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Work Phone:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Employee:</td>
<td>U.S. House of Representatives</td>
<td></td>
</tr>
<tr>
<td>Position:</td>
<td>Congressman</td>
<td></td>
</tr>
<tr>
<td>Years:</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Date of Birth:</td>
<td>3/30/62</td>
<td></td>
</tr>
<tr>
<td>Place of Birth:</td>
<td>LA</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>CO-APPLICANT</strong></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Joyce Schweikert</td>
<td></td>
</tr>
<tr>
<td>Social Security No.:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
<td>7</td>
</tr>
<tr>
<td>Years at Current Address:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City/State:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zip Code:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Home Phone:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Work Phone:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Employee:</td>
<td>Seminole Eye Surgery Center</td>
<td></td>
</tr>
<tr>
<td>Position:</td>
<td>Administrator</td>
<td></td>
</tr>
<tr>
<td>Years:</td>
<td>7</td>
<td></td>
</tr>
</tbody>
</table>
**Date of Birth:** 7/18/52  
**Place of Birth:** KS

*Round all amounts to the nearest $100.*

**Assets**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Liabilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash in Bank/Check</td>
<td>$47,546</td>
<td>N/A</td>
</tr>
<tr>
<td>Cash in Other Financial Institutions</td>
<td>$250</td>
<td>N/A</td>
</tr>
<tr>
<td>Bank of America: OutStanding Credit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mortgaged Securities (Schedule 1)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-Mortgaged Securities (Schedule 2)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Non-Tradeable Securities (Schedule 2)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residence Advances (401k &amp; 5 &amp; 5)</td>
<td>$2,600</td>
<td></td>
</tr>
<tr>
<td>Cash-Sensitive Value of Life Ins. (Schedule 3)</td>
<td>$2,600</td>
<td></td>
</tr>
<tr>
<td>Residence (Schedule 4)</td>
<td>$300,000</td>
<td>Mortgage on Residence (Schedule 4)</td>
</tr>
<tr>
<td>Other Real Estate Owned (Schedule 5)</td>
<td>$501,000</td>
<td>Mortgage on Other Real Estate (Schedule 5)</td>
</tr>
<tr>
<td>Automobiles</td>
<td>$3,910</td>
<td></td>
</tr>
<tr>
<td>Personal Property</td>
<td>$5,100</td>
<td>Other Personal Liabilities (Detail)</td>
</tr>
<tr>
<td>Other Personal Assets (Detail)</td>
<td>$750,000</td>
<td>Salaries &amp; Wages (Detail)</td>
</tr>
<tr>
<td>MSA Funds</td>
<td>$10,000</td>
<td></td>
</tr>
<tr>
<td>Loans to campaigns</td>
<td>$60,000</td>
<td>Total Liabilities</td>
</tr>
</tbody>
</table>

**Total Assets:** $3,166,466  
**Total Liabilities & Net Worth:** $1,657,400

**Annual Income (Fiscal Year):**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>$174,000</td>
</tr>
<tr>
<td>CO-OP Participant</td>
<td>$3,910</td>
</tr>
</tbody>
</table>

**Annual Expenses:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mortgages/Realtor's I &amp; II</td>
<td>$10,000</td>
</tr>
<tr>
<td>Dividends</td>
<td>$100</td>
</tr>
<tr>
<td>Investment</td>
<td>$30,000</td>
</tr>
<tr>
<td>Real Estate Taxes &amp; Assessment</td>
<td>$100</td>
</tr>
<tr>
<td>Trust-Federal, state &amp; local (Schedule 2)</td>
<td>$30,000</td>
</tr>
<tr>
<td>Renters Payment</td>
<td>$41,600</td>
</tr>
<tr>
<td>Accounts/Child Support/Maintenance</td>
<td>$500</td>
</tr>
<tr>
<td>Other Income (Detail)</td>
<td>$40,000</td>
</tr>
<tr>
<td>Mortgage On Pension</td>
<td>$10,000</td>
</tr>
</tbody>
</table>

**Total Income:** $244,000  
**Total Expenses:** $343,000

**Schedule 1: Marketable & Non-Marketable Securities**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td></td>
</tr>
</tbody>
</table>

**Schedule 2:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td></td>
</tr>
</tbody>
</table>

**COC.SCHWEIKERT.005421**
## SCHEDULE 1 - NOTES, MORTGAGES & CONTRACTS RECEIVABLE

<table>
<thead>
<tr>
<th>Name of Holder</th>
<th>Type of Security</th>
<th>Due, Est Mat.</th>
<th>Matured Value</th>
<th>Issuer</th>
<th>Received</th>
<th>Final Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL**

## SCHEDULE 1 - LIFE INSURANCE

<table>
<thead>
<tr>
<th>Policy #</th>
<th>Insurer/Lender</th>
<th>Insurer</th>
<th>Due, Est Mat.</th>
<th>Matured Value</th>
<th>Issuer</th>
<th>Received</th>
<th>Loans</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single</td>
<td>Minnesota Life</td>
<td>David Schweikert</td>
<td>$7,000</td>
<td>20,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Group</td>
<td></td>
<td>David Schweikert</td>
<td>$50,000</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL**

## SCHEDULE 4 - SCHEDULE OF REAL ESTATE OWNED (if you own more than 3 properties please complete the attached "Constructing Schedule of Real Estate")

<table>
<thead>
<tr>
<th>Property 1</th>
<th>Property 2</th>
<th>Property 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type of Property</td>
<td>Rent</td>
<td>Rent</td>
</tr>
<tr>
<td>Address of Property</td>
<td>3033 N 67th Pl, AZ</td>
<td>3358 E Will, Pls, AZ</td>
</tr>
<tr>
<td>Name(s) on Title</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchase Price</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Market Value</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mortgage Holder</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Account Number</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Balance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monthly Payment</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Monthly Rental Income</td>
<td>851</td>
<td>85</td>
</tr>
</tbody>
</table>

## SCHEDULE 5 - NOTES PAYABLE—BANK & OTHERS

<table>
<thead>
<tr>
<th>Name of Creditor</th>
<th>Purpose of Loan</th>
<th>Interest Rate</th>
<th>Monthly Int.</th>
<th>Maturity Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## SCHEDULE 6 - CONTINGENT LIABILITIES

<table>
<thead>
<tr>
<th>Type of Liabilities</th>
<th>Reason for Liabilities</th>
<th>Number of Years</th>
<th>Monthly Payment</th>
<th>Maturity</th>
<th>Final Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL**
1. Have you ever had a judgment against you or filed bankruptcy?  
☐ Yes ☐ No ☐ Yes ☐ No

2. Have you ever been charged with an arrest for a criminal offense other than a misdemeanor or traffic offense within the last 10 years?  
☐ Yes ☐ No ☐ Yes ☐ No

3. Are any of the assets listed below held under a trust or agreement of any type, either current or at any other time or capacity?  
☐ Yes ☐ No ☐ Yes ☐ No

4. Do you have any continuous business or income, whether it be taxable or not?  
☐ Yes ☐ No ☐ Yes ☐ No

5. Are you citizens of the United States of America?  
☐ Yes ☐ No ☐ Yes ☐ No

6. Do you have a will?  
☐ Yes ☐ No ☐ Yes ☐ No

The foregoing statement, submitted for the purpose of obtaining credit, is true and correct to the best of my knowledge. I authorize the credit grantor to verify the accuracy of this information and release all information contained herein to the credit grantor.

_________________________  
Applicant Signature

_________________________  
Co-applicant Signature

_________________________  
Date

_________________________  
Date

The Federal Equal Credit Opportunity Act and Fair Housing Act prohibit creditors from discriminating against credit applicants on the basis of race, color, religion, sex, national origin, or marital status. A verifiable exception to this policy is a consumer credit transaction, because all or part of the applicant's income derives from any public assistance program, or

Page 6 of 7
because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning two creditors is [FSIC]

FSIC
Consumer Response Center
1100 Walnut St. Box 411
Kansas City, MO 64101
# Personal Financial Statement

**Applicant**

<table>
<thead>
<tr>
<th>Name</th>
<th>David Schweikert</th>
<th>Social Security No.</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City/State</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Home Phone</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Employer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date of Birth</td>
<td>3/24/63</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Place of Birth</td>
<td>LA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Co-Applicant**

<table>
<thead>
<tr>
<th>Name</th>
<th>Joyce Schweikert</th>
<th>Social Security No.</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City/State</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Home Phone</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Employer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date of Birth</td>
<td>7/18/62</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Place of Birth</td>
<td>KB</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**Date of Valuation:**

*Round all amounts to the nearest $100.*

*Attach separate sheet if additional space is needed to complete schedules.

### ASSETS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash on Hand</td>
<td>$20,000</td>
</tr>
<tr>
<td>Cash to Other Financial Institutions (Detail)</td>
<td>$250</td>
</tr>
<tr>
<td>Bank of America</td>
<td>$200</td>
</tr>
<tr>
<td>Marketable Securities (Schedule 1)</td>
<td>$250,000</td>
</tr>
<tr>
<td>Non-Marketable Securities (Schedule 1)</td>
<td>$500</td>
</tr>
<tr>
<td>Other Non-Residential (Schedule 2)</td>
<td>$1,500</td>
</tr>
<tr>
<td>Retirement Accounts (Schedule 1)</td>
<td>$750</td>
</tr>
<tr>
<td>Real Estate Value of Life Ins. (Schedule 1)</td>
<td>$500</td>
</tr>
<tr>
<td>Other Real Estate Owned (Schedule 1)</td>
<td>$1,000</td>
</tr>
<tr>
<td>Personal Property</td>
<td>$50,000</td>
</tr>
<tr>
<td>Other Personal Assets (Detail)</td>
<td>$100</td>
</tr>
<tr>
<td>Marketable Equity Holdings (Schedule 1)</td>
<td>$150,000</td>
</tr>
<tr>
<td>MAI Funds (Schedule 1)</td>
<td>$500</td>
</tr>
<tr>
<td><strong>Total Assets</strong></td>
<td>$3,070,200</td>
</tr>
</tbody>
</table>

### LIABILITIES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Notes Payable (Schedule 5)</td>
<td>$70,000</td>
</tr>
<tr>
<td>Notes Payable (Schedule 5)</td>
<td>$100</td>
</tr>
<tr>
<td>Outstanding Credit Cards</td>
<td>$20,000</td>
</tr>
<tr>
<td>Loans on Life Insurers (Schedule 3)</td>
<td>$220</td>
</tr>
<tr>
<td>Mortgage on Real Estate (Schedule 1)</td>
<td>$130,000</td>
</tr>
<tr>
<td>Mortgage on Other Real Estate (Schedule 1)</td>
<td>$500</td>
</tr>
<tr>
<td>Other Personal Liabilities (Detail)</td>
<td>$200</td>
</tr>
<tr>
<td><strong>Total Liabilities</strong></td>
<td>$1,092,000</td>
</tr>
</tbody>
</table>

**Net Worth:** $2,978,200

### ANNUAL INCOME

<table>
<thead>
<tr>
<th>Source of Income</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary</td>
<td>$74,000</td>
</tr>
<tr>
<td>Dividends</td>
<td>$30,000</td>
</tr>
<tr>
<td>Interest</td>
<td>$20,000</td>
</tr>
<tr>
<td>Alimony/Child Support/Maintenance</td>
<td>$40,000</td>
</tr>
<tr>
<td><strong>Total Income</strong></td>
<td>$244,000</td>
</tr>
</tbody>
</table>

### ANNUAL EXPENSES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mortgage/Rental Payments (P&amp;I)</td>
<td>$500</td>
</tr>
<tr>
<td>Real Estate Taxes &amp; Assessments</td>
<td>$20,000</td>
</tr>
<tr>
<td>Tax-Related, state &amp; local (Final Yr end)</td>
<td>$10,000</td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td>$113,400</td>
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**Schedule 1 - Marketable & Non-Marketable Securities**

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<th>Description</th>
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<tbody>
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**Schedule 2 - Notes, Mortgages & Contracts Receivable**

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<tr>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
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COE SCHWEIKERT 005426
### SCHEDULE 3 - LIFE INSURANCE

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<th>Policy No.</th>
<th>Insured</th>
<th>Beneficiary</th>
<th>Face Value</th>
<th>Insured Value</th>
<th>Cash Value</th>
<th>Cash surrender value</th>
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**TOTAL:**

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### SCHEDULE 4 - SCHEDULE OF REAL ESTATE OWNED

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<th>Property 1</th>
<th>Property 2</th>
<th>Property 3</th>
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<tbody>
<tr>
<td>Address of Property</td>
<td>1011 N 4th Ave, AZ</td>
<td>1331 E Wilma, Phoenix, AZ</td>
<td>6413 W Lamar, Glendale, AZ</td>
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</table>

<table>
<thead>
<tr>
<th>Name(s) on Title</th>
<th>Date Purchased</th>
<th>Par Value</th>
<th>Current Market Value</th>
<th>Mortgagor</th>
<th>Amount of Mortgage</th>
<th>Monthly Payment</th>
<th>Monthly Payment Increments</th>
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<tr>
<td></td>
<td>6/2000</td>
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| Monthly Rental Income | $42 | $65 | $79 |

### SCHEDULE 5 - NOTES PAYABLE BANK & OTHERS

<table>
<thead>
<tr>
<th>Name(s) of Note</th>
<th>Purpose of Loan</th>
<th>Use Collected</th>
<th>Monthly Due</th>
<th>Months Due</th>
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<tr>
<td>Saline Moe</td>
<td>School Loan</td>
<td>$150</td>
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### SCHEDULE 6 - CONTINGENT LIABILITIES

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<thead>
<tr>
<th>Type of Liability</th>
<th>Reason for Liability</th>
<th>Amount Due</th>
<th>Monthly Payment</th>
<th>Notation</th>
<th>Balance payable</th>
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**TOTAL:**

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<td>0.00</td>
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</table>
The following statement, submitted for the purpose of obtaining credit, is true and correct in every detail and fairly shows my current financial condition. I understand that you will give me prompt notice of any subsequent substantial change in such financial condition occurring before discharge of my current obligation to you. I understand that you will retain this personal financial statement whether or not you approve the credit in connection with which it is submitted. You are authorized to check my credit and employment history or any other information obtained herein.

The Federal Equal Credit Opportunity Act and Fair Housing Act prohibit creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is:

FDIC
Consumer Response Center
1100 Wible St, Box 711
Kansas City, MO 64106

[Signature]
[Date]
[Signature]
EXHIBIT 14
<table>
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<th>Sale Date</th>
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<th>Seller</th>
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<th>Loan Amount</th>
<th>Lender</th>
<th>Recording Date</th>
<th>Source</th>
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<tbody>
<tr>
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<td>* OTHER INSTITUTIONAL LENDERS SECURED</td>
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<td>A</td>
</tr>
<tr>
<td>07/24/2014</td>
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<td>$70,000.00</td>
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<td>A</td>
</tr>
<tr>
<td>07/24/2014</td>
<td>ARELLANO SANDIVAL, JORGE OMA R</td>
<td>LLC, SHERIDAN E QUITIES</td>
<td>$105,600.00</td>
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<tr>
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<td>LLC, SHERIDAN E QUITIES</td>
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<td>B</td>
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<tr>
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<td>$70,877.00</td>
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<td>04/27/1999</td>
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<td></td>
<td>LENTZ, ROBERT</td>
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<td>$16,000.00</td>
<td>$16,000.00</td>
<td>NEW CENTURY MFG</td>
<td>05/25/1997</td>
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Additional Information

W 16 deed transfers in the last 249 months
A
R N I N G

W Current resident does not match owner as of 11/37 days ago
A
R N I N G

Property Information

<table>
<thead>
<tr>
<th>Address</th>
<th>Stories</th>
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<tr>
<td>GLENDALE, AZ 85301-2019</td>
<td></td>
</tr>
<tr>
<td>APN: 144-08-096</td>
<td>Number of Bedrooms:</td>
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<tr>
<td>All Parcel Number:</td>
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<td>Legal Description: WESTDALE ESTATES</td>
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CWE SCHWEIKERT-005431
<table>
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<th>Subdivision Name:</th>
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<td>WESTDALE ESTATES</td>
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<td></td>
<td>Frame:</td>
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<tr>
<td></td>
<td>Roof:</td>
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<td>ASPHALT SHINGLE</td>
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**Current Residents**

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<thead>
<tr>
<th>Name</th>
<th>SSN</th>
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<tr>
<td>TREVOR O RODRIGUEZ</td>
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</tr>
<tr>
<td>GILBERTO ARELLANO JIMENEZ</td>
<td></td>
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</tr>
<tr>
<td>SANDRA ELIZABETH ARELLANO</td>
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Your DPRA Permissible Use is: Government Agency
Your GLBA Permissible Use is: As allowed by the Right to Financial Privacy Act of 1979

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COE.SCHWEIKERT.005432

10:22:38_0030
### 1 OF 1 RECORD(S)

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<th>Seller</th>
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<th>Loan Amount</th>
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<td>PROSPECT MORTGAGE LLC</td>
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</table>

**COE SCHWEIKERT.005433**

1094
### Property Information

- **Address**: 3031 N 54TH DR, PHOENIX, AZ 85033-5706
- **APN**: 103-48-002
- **Legal Description**: SUNSET KNOLL 3
- **Subdivision Name**: SUNSET KNOLL 3
- **Land Use**: 
- **Land Value**: $1,480.00
- **Improvement Value**: $5,940.00
- **Total Value**: $7,420.00
- **Market Land Value**: $14,800.00
- **Market Improvement Value**: $69,400.00
- **Total Market Value**: $74,200.00
- **Tax Amount**: $730.20
- **Tax Year**: 2016
- **Stories**: 1
- **Number of Bedrooms**: 2
- **Baths**: 2
- **Year Built**: 1970
- **Lot Size**: 8504
- **Condition**: 
- **Fireplace**: 
- **Air Conditioning**: AC REFRIGERATION
- **Heating**: FORCED AIR
- **Fuel**: 
- **Sewer**: 
- **Water**: 
- **Electric**: 
- **Roof**: ASPHALT SHINGLE

### Additional Information

- **W 11 dead transfers in the last 210 months**
- **A**: 
- **R**: 
- **N**: 
- **I**: 
- **N**: 
- **G**: 
- **W Current resident does not match owner as of 1108 days ago**
- **A**: 
- **R**: 
- **N**: 
- **I**: 
- **N**: 
- **G**: 

---

1095

**Coe Schweikert.005434**

19-2234_0032
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<th>Sale Price</th>
<th>Loan Amount</th>
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Additional Information

W 14 deed transfers in the last 163 months
A R N I N G

W Current resident does not match owner as of 1295 days ago
A R N I N G

Property Information

Address: 3338 E WILLETTA ST PHOENIX, AZ 85006-4518
APN: 121-07-153
All Parcel Number:
Legal Description: PAPAGO TERRACE 3
Subdivision Name: PAPAGO TERRACE 3
Land Use:
Land Value: $1,450.00
Improvement Value: $5,810.00
Total Value:
Assessed Value: $7,260.00
Market Land Value: $14,500.00
Market Improvement Value: $58,100.00
Total Market Value: $72,600.00
Tax Amount: $555.40
Tax Year: 2016

Stories: 1
Number of Bedrooms: 2
Style: 1905
Year Built: Square Footage: 7231
Lot Size: Condition: Fireplace:
Air Conditioning: AC REFRIGERATION
Heating: FORCED AIR
Fuel: Sewer:
Water: Electric:
Frame: ASPHALT SHINGLE

COE.SCHWEIKERT.005437

18-2234_0035
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COE SCHWEIKERT 005439

19-234_0037
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Additional Information

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B
C
D
E
F
G
H
Property Information

Address: 5000 W STATE AVE
GLENDALE, AZ 85301

APN: 143-43-126

All Parcel Number: 

Legal Description: NORTHFIELD 

Subdivision Name: NORTHFIELD 

Land Use: 

Land Value: $1,000,000.00 

Improvement Value: $6,000,000.00 

Total Value: $7,000,000.00 

Assessed Value: $7,000,000.00 

Market Land Value: $10,000,000.00 

Market Improvement Value: $60,000,000.00 

Total Market Value: $76,000,000.00 

Tax Year: 2018 

Tax Amount: $870.54 

Stories: 1 

Number of Bedrooms: 1 

Baths: 1 

Year Built: 1946 

Condition: 

Square Footage: 

Floorplan: 

Pool: 

Air Conditioning: AC REFRIGERATION 

Heating: FORCED AIR 

Fuel: 

Sewer: 

Water: 

Electric: 

Frame: 

Roof: ASPHALT SHINGLE 

Current Residents

Name: DAVID WAYNE KRUGER 

SSN: 

Date: 02/2018 

Name: BREANNA JAZLYNNE KRUGER 

SSN: 

Date: 02/2018 

Name: C HERNANDEZ 

SSN: 

Date: 01/2018 

Name: ABANO KRUGER 

SSN Not Valid 

Date: 01/2018 

Name: JETHAN ABANO KRUGER 

SSN Not Valid 

Date: 01/2018 

Name: DAVID A KRUGER 

SSN Not Valid 

Date: 12/2017 

Name: MICHAEL F KRUGER 

SSN Not Valid 

Date: 12/2017 

Name: DEBRA ANN KRUGER 

SSN Not Valid 

Date: 06/2017 

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End of Document
EXHIBIT 15
July 01, 2010

Chase Debit Card Overdraft Coverage* Confirmation Notice

This is to confirm that we have processed your request to have Chase Debit Card
Overdraft Coverage on your checking account, which allows Chase to authorize and pay
overdrafts, at our discretion, on your everyday debit card transactions.

Chase Debit Card Overdraft Coverage is on the debit cards linked to the checking
account ending in 1234.

If you have requested this coverage on more than one checking account, you will receive
a separate confirmation notice for each account.

As a reminder, standard overdraft fees will apply, Please see back of this letter for
details.

If you are a joint account holder and would like to revoke Chase Debit Card Overdraft
Coverage, please stop by any branch and ask to see a banker or call one of the telephone
numbers listed above.

Please see the back of this letter for additional important terms and conditions.

*Chase will also charge a fee for each overdraft that is covered.

LDGG00RF

J/Morgan Chase Bank N.A., Member FDIC

https://onview.jpmchase.com/OneView/intPrintSubmit.star

6292018
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<td>$10.00</td>
<td>$2,065.22</td>
</tr>
<tr>
<td>02-MAR-16</td>
<td>Cash Purchase</td>
<td>$10.00</td>
<td>$10.00</td>
<td>$2,055.22</td>
</tr>
<tr>
<td>03-MAR-16</td>
<td>Cash Purchase</td>
<td>$10.00</td>
<td>$10.00</td>
<td>$2,045.22</td>
</tr>
<tr>
<td>04-MAR-16</td>
<td>Cash Purchase</td>
<td>$10.00</td>
<td>$10.00</td>
<td>$2,035.22</td>
</tr>
<tr>
<td>05-MAR-16</td>
<td>Cash Purchase</td>
<td>$10.00</td>
<td>$10.00</td>
<td>$2,025.22</td>
</tr>
<tr>
<td>06-MAR-16</td>
<td>Cash Purchase</td>
<td>$10.00</td>
<td>$10.00</td>
<td>$2,015.22</td>
</tr>
<tr>
<td>07-MAR-16</td>
<td>Cash Purchase</td>
<td>$10.00</td>
<td>$10.00</td>
<td>$2,005.22</td>
</tr>
<tr>
<td>08-MAR-16</td>
<td>Cash Purchase</td>
<td>$10.00</td>
<td>$10.00</td>
<td>$1,995.22</td>
</tr>
<tr>
<td>09-MAR-16</td>
<td>Cash Purchase</td>
<td>$10.00</td>
<td>$10.00</td>
<td>$1,985.22</td>
</tr>
<tr>
<td>10-MAR-16</td>
<td>Cash Purchase</td>
<td>$10.00</td>
<td>$10.00</td>
<td>$1,975.22</td>
</tr>
<tr>
<td>11-MAR-16</td>
<td>Cash Purchase</td>
<td>$10.00</td>
<td>$10.00</td>
<td>$1,965.22</td>
</tr>
<tr>
<td>12-MAR-16</td>
<td>Cash Purchase</td>
<td>$10.00</td>
<td>$10.00</td>
<td>$1,955.22</td>
</tr>
<tr>
<td>13-MAR-16</td>
<td>Cash Purchase</td>
<td>$10.00</td>
<td>$10.00</td>
<td>$1,945.22</td>
</tr>
<tr>
<td>14-MAR-16</td>
<td>Cash Purchase</td>
<td>$10.00</td>
<td>$10.00</td>
<td>$1,935.22</td>
</tr>
<tr>
<td>15-MAR-16</td>
<td>Cash Purchase</td>
<td>$10.00</td>
<td>$10.00</td>
<td>$1,925.22</td>
</tr>
<tr>
<td>16-MAR-16</td>
<td>Cash Purchase</td>
<td>$10.00</td>
<td>$10.00</td>
<td>$1,915.22</td>
</tr>
<tr>
<td>17-MAR-16</td>
<td>Cash Purchase</td>
<td>$10.00</td>
<td>$10.00</td>
<td>$1,905.22</td>
</tr>
</tbody>
</table>
The page contains a table with the following content:

<table>
<thead>
<tr>
<th>Step 1: Balance</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Step 2 Total</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Step 3 Total</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Step 4 Total</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Subtract Step 4 Total from Step 3 Total. This should match your Checkoffs Balance: $
<table>
<thead>
<tr>
<th>Transaction Date</th>
<th>Description</th>
<th>Amount</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/03</td>
<td>Card Purchase, Visa, 07/03</td>
<td>130.50</td>
<td>4,775.83</td>
</tr>
<tr>
<td>07/02</td>
<td>Gas Purchase, Visa, 07/02</td>
<td>44.79</td>
<td>4,820.62</td>
</tr>
<tr>
<td>07/02</td>
<td>Card Purchase, Visa, 07/02</td>
<td>26.00</td>
<td>4,846.62</td>
</tr>
<tr>
<td>07/02</td>
<td>Card Purchase, Visa, 07/02</td>
<td>16.89</td>
<td>4,863.51</td>
</tr>
<tr>
<td>07/02</td>
<td>Card Purchase, Visa, 07/02</td>
<td>10.97</td>
<td>4,874.48</td>
</tr>
<tr>
<td>07/02</td>
<td>Card Purchase, Visa, 07/02</td>
<td>4.80</td>
<td>4,879.28</td>
</tr>
<tr>
<td>07/02</td>
<td>Card Purchase, Visa, 07/02</td>
<td>36.00</td>
<td>4,813.28</td>
</tr>
<tr>
<td>07/02</td>
<td>Card Purchase, Visa, 07/02</td>
<td>15.37</td>
<td>4,828.65</td>
</tr>
</tbody>
</table>

Ending Balance: $4,828.65
<table>
<thead>
<tr>
<th>Account Number:</th>
<th>Statement Number:</th>
<th>Statement Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>April 25, 2020</td>
</tr>
</tbody>
</table>

**Checking Summary**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Balance</td>
<td>$4,695.00</td>
</tr>
<tr>
<td>Deposits and Additions</td>
<td>$232,372.97</td>
</tr>
<tr>
<td>Checks Paid</td>
<td>($9,125.00)</td>
</tr>
<tr>
<td>ATM/Debit Card Withdrawals</td>
<td>($1,198.65)</td>
</tr>
<tr>
<td>Direct Deposits</td>
<td>($6,017.18)</td>
</tr>
<tr>
<td>Fees and Other Debits</td>
<td>($397.00)</td>
</tr>
<tr>
<td>Ending Balance</td>
<td>($4,000.00)</td>
</tr>
</tbody>
</table>

**Annual Percentage Yield Current Year Period**

- 12.17%
- Interest Earned This Period: $80.07
- Interest Paid Year to Date: $2.25

**Important Information Regarding ATM Transfers**

Please note that we are selecting your ATM card for use in your local Chase bank to better serve you, for transfers and deposits at your Chase ATM, the valid time is 30 days. For transfers with an online card, the ATM access will be no more than 24 hours. We hope you enjoy this added convenience.

This electronic transfer is used under the terms of the Agreement by the Transaction Agreement, the agreement to order

**Checking Account**

This account is used to keep track of all transactions in your Chase checking account. All transactions are updated daily. This account is used to keep track of all transactions in your Chase checking account. All transactions are updated daily.
### Checks Paid

<table>
<thead>
<tr>
<th>Cheque Number</th>
<th>Payee</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>3627</td>
<td>Chase</td>
<td>2,050.92</td>
</tr>
<tr>
<td>3620</td>
<td>Chase</td>
<td>1,254.25</td>
</tr>
<tr>
<td>3622</td>
<td>Chase</td>
<td>1,254.25</td>
</tr>
<tr>
<td>3623</td>
<td>Chase</td>
<td>4,000.00</td>
</tr>
<tr>
<td>3624</td>
<td>Chase</td>
<td>2,750.00</td>
</tr>
<tr>
<td>3625</td>
<td>Chase</td>
<td>3,250.00</td>
</tr>
<tr>
<td>3626</td>
<td>Chase</td>
<td>4,000.00</td>
</tr>
<tr>
<td>3627</td>
<td>Chase</td>
<td>2,050.92</td>
</tr>
<tr>
<td>3628</td>
<td>Chase</td>
<td>3,250.00</td>
</tr>
</tbody>
</table>

Total Checks Paid: $31,800.00

---

### Transaction Details

<table>
<thead>
<tr>
<th>Transaction</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>3627</td>
<td>Chase</td>
<td>2,050.92</td>
</tr>
<tr>
<td>3620</td>
<td>Chase</td>
<td>1,254.25</td>
</tr>
<tr>
<td>3622</td>
<td>Chase</td>
<td>1,254.25</td>
</tr>
<tr>
<td>3623</td>
<td>Chase</td>
<td>4,000.00</td>
</tr>
<tr>
<td>3624</td>
<td>Chase</td>
<td>2,750.00</td>
</tr>
<tr>
<td>3625</td>
<td>Chase</td>
<td>3,250.00</td>
</tr>
<tr>
<td>3626</td>
<td>Chase</td>
<td>4,000.00</td>
</tr>
<tr>
<td>3627</td>
<td>Chase</td>
<td>2,050.92</td>
</tr>
<tr>
<td>3628</td>
<td>Chase</td>
<td>3,250.00</td>
</tr>
</tbody>
</table>

Total Amount: $31,800.00
<table>
<thead>
<tr>
<th>DATE</th>
<th>DESCRIPTION</th>
<th>LEDGER</th>
<th>A/R</th>
<th>BALANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>0514</td>
<td>Direct Charge on PIF 08145111 FIF11117620 Credit</td>
<td>100.00</td>
<td>9,900.00</td>
<td></td>
</tr>
<tr>
<td>0514</td>
<td>Direct Charge on PIF 08145111 FIF11117620 Credit</td>
<td>-77.95</td>
<td>0.05</td>
<td></td>
</tr>
<tr>
<td>0515</td>
<td>ATM Fees</td>
<td>-285.00</td>
<td>3,537.63</td>
<td></td>
</tr>
<tr>
<td>0516</td>
<td>Satisfaction Line (SCL) Credit</td>
<td>-1,589.16</td>
<td>5,014.23</td>
<td></td>
</tr>
<tr>
<td>0516</td>
<td>ATM Fees</td>
<td>363.39</td>
<td>7,449.21</td>
<td></td>
</tr>
<tr>
<td>0516</td>
<td>Capital City W. Waive FEE</td>
<td>-40.00</td>
<td>7,409.21</td>
<td></td>
</tr>
<tr>
<td>0516</td>
<td>Direct Charge on PIF 08145111 FIF11117620 Credit</td>
<td>-7.15</td>
<td>7,392.06</td>
<td></td>
</tr>
<tr>
<td>0516</td>
<td>ATM Fees</td>
<td>-294.44</td>
<td>7,107.62</td>
<td></td>
</tr>
<tr>
<td>0517</td>
<td>ATM Fees</td>
<td>398.00</td>
<td>7,405.61</td>
<td></td>
</tr>
<tr>
<td>0517</td>
<td>Direct Charge on PIF 08145111 FIF11117620 Credit</td>
<td>-295.00</td>
<td>7,110.61</td>
<td></td>
</tr>
<tr>
<td>0518</td>
<td>Direct Charge on PIF 08145111 FIF11117620 Credit</td>
<td>-25.50</td>
<td>7,085.11</td>
<td></td>
</tr>
<tr>
<td>0518</td>
<td>Direct Charge on PIF 08145111 FIF11117620 Credit</td>
<td>42.75</td>
<td>7,127.85</td>
<td></td>
</tr>
<tr>
<td>0519</td>
<td>ATM Fees</td>
<td>-1.00</td>
<td>7,126.85</td>
<td></td>
</tr>
<tr>
<td>0519</td>
<td>ATM Fees</td>
<td>131.52</td>
<td>7,258.37</td>
<td></td>
</tr>
<tr>
<td>0520</td>
<td>Direct Charge on PIF 08145111 FIF11117620 Credit</td>
<td>-6.65</td>
<td>7,251.72</td>
<td></td>
</tr>
<tr>
<td>0520</td>
<td>Direct Charge on PIF 08145111 FIF11117620 Credit</td>
<td>-1.66</td>
<td>7,249.05</td>
<td></td>
</tr>
<tr>
<td>0520</td>
<td>Direct Charge on PIF 08145111 FIF11117620 Credit</td>
<td>-0.68</td>
<td>7,249.05</td>
<td></td>
</tr>
</tbody>
</table>

**OVERDRAFT AND RETURNED ITEM FEE SUMMARY**

<table>
<thead>
<tr>
<th>Fee Type</th>
<th>Fees Debit</th>
<th>Total Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Returned</td>
<td>0.64</td>
<td>0.64</td>
</tr>
</tbody>
</table>

*Total overdraft fees include checks, front-end fees, and executive overdraft fees.
## Checking Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Opening Balance</td>
<td>$2,297.66</td>
</tr>
<tr>
<td>Deposits and Credits</td>
<td>11,804.65</td>
</tr>
<tr>
<td>ATM &amp; Debit Card Withdrawals</td>
<td>-962.78</td>
</tr>
<tr>
<td>Electronic Withdrawals</td>
<td>-13,740.69</td>
</tr>
<tr>
<td>Ending Balance</td>
<td>$2,297.66</td>
</tr>
</tbody>
</table>

- Annual Percentage Yield Earned: 0.04%  
- Interest Earned This Period: $0.00  
- Interest Paid in 2020 for Account: $0.00  

[The monthly services fee for this account was waived as an added feature of Chase BusinessOne Select account.]
### Checking Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Opening Balance</td>
<td>$5,175.93</td>
</tr>
<tr>
<td>Interest and Addenda</td>
<td>-10.99</td>
</tr>
<tr>
<td>ATM &amp; Debit Card Withdrawal</td>
<td>-501.48</td>
</tr>
<tr>
<td>Transfers to Checking</td>
<td>-62,622.75</td>
</tr>
<tr>
<td>Ending Balance</td>
<td>$-68,698.55</td>
</tr>
</tbody>
</table>

**Interest paid in 2019 for account**

**The monthly service fee for this account was waived due to an added feature of Direct Bank/NexisExtra account**

### Transaction Detail

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-20-21</td>
<td>Beginning Balance</td>
<td>$5,175.93</td>
</tr>
<tr>
<td>1-20-21</td>
<td>Global Transfer to 030059311 MA Chase</td>
<td>-12.85</td>
</tr>
<tr>
<td>1-20-21</td>
<td>New JCB AT&amp;SF Window 030059311 MA Chase</td>
<td>-103.65</td>
</tr>
<tr>
<td>1-20-21</td>
<td>Global Transfer to 030059311 MA Chase</td>
<td>4,794.74</td>
</tr>
<tr>
<td>1-20-21</td>
<td>Global Transfer to Chase</td>
<td>12,149.54</td>
</tr>
<tr>
<td>1-20-21</td>
<td>Global Transfer to Chase</td>
<td>-9,864.60</td>
</tr>
<tr>
<td>1-20-21</td>
<td>Global Transfer to Chase</td>
<td>37.62</td>
</tr>
<tr>
<td>1-20-21</td>
<td>Global Transfer to Chase</td>
<td>-30.00</td>
</tr>
<tr>
<td>1-20-21</td>
<td>Global Transfer to Chase</td>
<td>-50.75</td>
</tr>
<tr>
<td>1-20-21</td>
<td>Global Transfer to Chase</td>
<td>-20.89</td>
</tr>
<tr>
<td>1-20-21</td>
<td>Global Transfer to Chase</td>
<td>-103.65</td>
</tr>
<tr>
<td>1-20-21</td>
<td>Global Transfer to Chase</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**Transaction Fees**

- $0.25 per transaction
- $0.95 per online or mobile deposit
- $0.50 per check or ATM withdrawal
- $2.00 per mail or phone payment
- $0.50 per direct deposit to Chase

**Note:**
- The balance is negative due to outstanding charges and fees.
- Transactions are listed in the order they occurred.
<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
<th>Memo</th>
<th>Memo</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/12/2020</td>
<td>Rent</td>
<td>-178.32</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/12/2020</td>
<td>Rent</td>
<td>11,817.50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/12/2020</td>
<td>Gas</td>
<td>-45.81</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/12/2020</td>
<td>Electric</td>
<td>1,032.46</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**February 23, 2020**

**Account Number:** [Redacted]
**CHASE**

February 28, 2020

**1.** Note: This is a sample page from a Chase checking statement. It contains the following sections:

<table>
<thead>
<tr>
<th>Step</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Review the Ending Balance shown on this statement.</td>
</tr>
<tr>
<td>2</td>
<td>List and total all deposits &amp; withdrawals not shown on this statement.</td>
</tr>
<tr>
<td>3</td>
<td>Add Step 2 Total to Step 1 Balance.</td>
</tr>
<tr>
<td>4</td>
<td>List and total all checks, ATM withdrawals, debit card purchases and other withdrawals not shown on this statement.</td>
</tr>
<tr>
<td>5</td>
<td>Subtract Step 4 Total from Step 3 Total. This should match your Checkbook Balance.</td>
</tr>
</tbody>
</table>

**IN CASE OF DISPUTE OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFER (EFT) OR DEBIT CARD USE, PLEASE REVIEW YOUR STATEMENT AND EFT DETAILS AVAILABLE ON THE CHASE WEBSITE (WWW.CHASE.COM) OR CALL 1-800-433-1794.**

- You can dispute an EFT transfer if it does not conform to the terms of your EFT agreement or is debited from your account in error. If you have received a check or ATM withdrawal notice from a merchant regarding an EFT transfer, please contact the merchant immediately and follow any instructions they may provide.
- You can dispute a debit card purchase if it is not authorized or is for goods or services of a type not normally purchased with a debit card. If you have evidence that a merchant or service provider is not able or willing to honor your debit card purchase, please contact the merchant or service provider directly.
- To dispute an EFT transfer or debit card purchase, please fill out a dispute form and return it to Chase. Chase will review your dispute and take action within a reasonable time.

**Morgan Chase Bank, N.A. Western FOG**

Page 3 of 4

COE.SCHWEIKERT.005467
We updated our Deposit & Wire Agreements
The table of changes was mailed May 20, 2018.

- We published an updated version of our Deposit Agreement. You can get the most recent version at a branch or by calling us. If you do, here are some highlights:
  - Effective August 1, we will notify you in advance of any changes to the Deposit Agreement. The notice will only affect you, unless the change is necessary to comply with a legal requirement.
  - Effective August 1, we will charge you any non-cash ATM fee at a non-Chase ATM.
  - Effective August 1, we will charge you for foreign transactions if you use a non-Chase ATM.
  - Effective August 1, we will charge you for foreign transactions if you use a non-Chase ATM.
  - Effective August 1, we will charge you for foreign transactions if you use a non-Chase ATM.
  - Effective August 1, we will charge you for foreign transactions if you use a non-Chase ATM.
  - Effective August 1, we will charge you for foreign transactions if you use a non-Chase ATM.
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  - Effective August 1, we will charge you for foreign transactions if you use a non-Chase ATM.
  - Effective August 1, we will charge you for foreign transactions if you use a non-Chase ATM.
  - Effective August 1, we will charge you for foreign transactions if you use a non-Chase ATM.
  - Effective August 1, we will charge you for foreign transactions if you use a non-Chase ATM.
  - Effective August 1, we will charge you for foreign transactions if you use a non-Chase ATM.
  - Effective August 1, we will charge you for foreign transactions if you use a non-Chase ATM.
  - Effective August 1, we will charge you for foreign transactions if you use a non-Chase ATM.
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  - Effective August 1, we will charge you for foreign transactions if you use a non-Chase ATM.
### Deposits and Additions

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1130</td>
<td>599333 Electron DoTran</td>
<td>Deposit</td>
<td>1,200.00</td>
</tr>
<tr>
<td>1131</td>
<td>419333 Electron DoTran</td>
<td>Deposit</td>
<td>4,000.00</td>
</tr>
<tr>
<td>1131</td>
<td>679333 Electron DoTran</td>
<td>Deposit</td>
<td>419.00</td>
</tr>
<tr>
<td>1131</td>
<td>399333 Electron DoTran</td>
<td>Deposit</td>
<td>7,500.00</td>
</tr>
<tr>
<td>1131</td>
<td>209333 Electron DoTran</td>
<td>Deposit</td>
<td>209.00</td>
</tr>
<tr>
<td>1131</td>
<td>209333 Electron DoTran</td>
<td>Deposit</td>
<td>799.00</td>
</tr>
<tr>
<td>1131</td>
<td>209333 Electron DoTran</td>
<td>Deposit</td>
<td>1,500.00</td>
</tr>
<tr>
<td>1131</td>
<td>209333 Electron DoTran</td>
<td>Deposit</td>
<td>2,009.00</td>
</tr>
<tr>
<td>1131</td>
<td>209333 Electron DoTran</td>
<td>Deposit</td>
<td>1,799.00</td>
</tr>
<tr>
<td>1131</td>
<td>209333 Electron DoTran</td>
<td>Deposit</td>
<td>1,689.00</td>
</tr>
<tr>
<td>1131</td>
<td>209333 Electron DoTran</td>
<td>Deposit</td>
<td>1,479.00</td>
</tr>
</tbody>
</table>

**Total Deposits and Additions:** $13,100.00

### Checks Paid

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1131</td>
<td>799333 Electron DoTran</td>
<td>799.00</td>
</tr>
<tr>
<td>1131</td>
<td>209333 Electron DoTran</td>
<td>1,500.00</td>
</tr>
<tr>
<td>1131</td>
<td>209333 Electron DoTran</td>
<td>2,009.00</td>
</tr>
<tr>
<td>1131</td>
<td>209333 Electron DoTran</td>
<td>1,799.00</td>
</tr>
<tr>
<td>1131</td>
<td>209333 Electron DoTran</td>
<td>1,689.00</td>
</tr>
<tr>
<td>1131</td>
<td>209333 Electron DoTran</td>
<td>1,479.00</td>
</tr>
</tbody>
</table>

**Total Checks Paid:** $7,177.00

### Electronic Withdrawals

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1131</td>
<td>799333 Electron DoTran</td>
<td>799.00</td>
</tr>
<tr>
<td>1131</td>
<td>209333 Electron DoTran</td>
<td>1,500.00</td>
</tr>
<tr>
<td>1131</td>
<td>209333 Electron DoTran</td>
<td>2,009.00</td>
</tr>
<tr>
<td>1131</td>
<td>209333 Electron DoTran</td>
<td>1,799.00</td>
</tr>
<tr>
<td>1131</td>
<td>209333 Electron DoTran</td>
<td>1,689.00</td>
</tr>
<tr>
<td>1131</td>
<td>209333 Electron DoTran</td>
<td>1,479.00</td>
</tr>
</tbody>
</table>

**Total Electronic Withdrawals:** $7,177.00

### Other Withdrawals

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1131</td>
<td>799333 Electron DoTran</td>
<td>799.00</td>
</tr>
<tr>
<td>1131</td>
<td>209333 Electron DoTran</td>
<td>1,500.00</td>
</tr>
<tr>
<td>1131</td>
<td>209333 Electron DoTran</td>
<td>2,009.00</td>
</tr>
<tr>
<td>1131</td>
<td>209333 Electron DoTran</td>
<td>1,799.00</td>
</tr>
<tr>
<td>1131</td>
<td>209333 Electron DoTran</td>
<td>1,689.00</td>
</tr>
<tr>
<td>1131</td>
<td>209333 Electron DoTran</td>
<td>1,479.00</td>
</tr>
</tbody>
</table>

**Total Other Withdrawals:** $7,177.00

### Fees

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1131</td>
<td>Service Charges Per The Month of April</td>
<td>$9.00</td>
</tr>
</tbody>
</table>

**Total Fees:** $9.00
# Chase Credit Card Statement

**Date:** May 01, 2019 - May 31, 2019

## Daily Ending Balance

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Date</th>
<th>Amount</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/01</td>
<td>$1,341.83</td>
<td>06/14</td>
<td>6,131.80</td>
<td>06/21</td>
<td>6,060.13</td>
</tr>
<tr>
<td>06/15</td>
<td>9,441.66</td>
<td>06/18</td>
<td>6,201.27</td>
<td>06/24</td>
<td>5,996.35</td>
</tr>
<tr>
<td>06/25</td>
<td>14,611.65</td>
<td>06/28</td>
<td>7,259.07</td>
<td>06/29</td>
<td>4,887.41</td>
</tr>
<tr>
<td>06/30</td>
<td>15,911.50</td>
<td>07/01</td>
<td>6,003.67</td>
<td>07/02</td>
<td>5,893.56</td>
</tr>
</tbody>
</table>

## Service Charge Summary

- **Maintenance Fee:** $5.99
- **Interest Paid:** $0.00
- **Other Service Charges:** $0.00
- **Total Service Charges:** $5.99 (Will be assessed on 06/18)

## Service Charge Details

- **Description:** VISA/MASTERCARD/DEBIT
- **Charge:** $5.99
- **Account:** SCHWEIKERT.005471
- **Other Fees:**
  - Bank Fees: $0.00
  - Service Charge: $0.00
  - Total Service Charge ($5.99 charged on 06/18)

---

**Page 3 of 4**
We updated our Deposit Account and Wire Agreements. The following changes were made May 20, 2019:

- We published an updated version of our Deposit Account Agreement. You can get the latest version of this agreement by calling the telephone number provided in this notice, or by visiting a Chase ATM or by accessing the agreement online at chase.com.

- Effective August 1, we will notify you in advance of any changes to the Deposit Account Agreement, the Chase ATM Privacy Policy, and the Chase Online Banking Privacy Policy, and changes in the security of our online banking services.

- We will make changes to the wire agreement to make it easier to understand and comply with requirements related to the Wire Transfer Agreement. We will also provide wire transfer instructions in advance, and we will provide wire transfer instructions only through an authorized Chase ATM or online.

- We will notify you in advance of any changes to the wire agreement, except for changes that we determine are necessary to comply with laws or regulations, by providing you with electronic or paper notification of the change.

- When you receive a notification, we will send you a notice of the change and notify you at least 30 days before the change takes effect. If you do not accept the change, you may close your account or request a refund of any fees charged to your account for the change.

- If you have any questions or concerns about any of these changes, please contact us at the telephone number provided in this notice.

---

**CHECKING SUMMARY**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Balance</td>
<td>$1,000</td>
</tr>
<tr>
<td>Deposits and Additions</td>
<td>12,500</td>
</tr>
<tr>
<td>ATM &amp; Debit Card withdrawals</td>
<td>1,500</td>
</tr>
<tr>
<td>Federal Reserve transfers</td>
<td>1,000</td>
</tr>
<tr>
<td>Ending Balance</td>
<td>$10,000</td>
</tr>
</tbody>
</table>

We will provide you with an account statement if you have any questions.
TRANSACTION DETAIL

<table>
<thead>
<tr>
<th>DATE</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
<th>BALANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/05</td>
<td>Pierebien &amp; Associates</td>
<td>-152.50</td>
<td>714.85</td>
</tr>
<tr>
<td>11/09</td>
<td>Pierebien &amp; Associates</td>
<td>-152.50</td>
<td>562.35</td>
</tr>
<tr>
<td>11/30</td>
<td>Chase Bank</td>
<td>-3,600.00</td>
<td>5,740.35</td>
</tr>
<tr>
<td>12/05</td>
<td>Chase Bank</td>
<td>72.18</td>
<td>5,740.53</td>
</tr>
<tr>
<td>12/30</td>
<td>1st Payment</td>
<td>2,708.32</td>
<td>13,438.82</td>
</tr>
<tr>
<td>01/04</td>
<td>2nd Payment</td>
<td>1,000.00</td>
<td>14,438.82</td>
</tr>
<tr>
<td>01/15</td>
<td>3rd Payment</td>
<td>1,000.00</td>
<td>15,438.82</td>
</tr>
<tr>
<td>01/20</td>
<td>4th Payment</td>
<td>1,000.00</td>
<td>16,438.82</td>
</tr>
<tr>
<td>01/25</td>
<td>5th Payment</td>
<td>1,000.00</td>
<td>17,438.82</td>
</tr>
<tr>
<td>01/31</td>
<td>6th Payment</td>
<td>1,000.00</td>
<td>18,438.82</td>
</tr>
</tbody>
</table>

Note: Folio: 1141

IN CASE OF QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFER: Call us at 1-888-350-2020 or write us at the address on this statement if the automated telephone number was incorrect. If you do not receive the statement within 14 days of the date on the statement, please contact us.

For business use only. We need this information to identify you in case of loss or if you need to change your password.

For security reasons, this statement is not printed in the Chase network.

This statement is intended for business use only. It is not intended for legal or tax purposes. We recommend that you keep it in a secure place.

Chase Bank
301 Madison Avenue, New York, NY 10017

The dates in the following column are the cycle dates for the transactions listed. The amounts in the following column are the amounts you have transferred, in or out of your account, during the period indicated.

It is the responsibility of the preparer.

The dates in the following column are the cycle dates for the transactions listed. The amounts in the following column are the amounts you have transferred, in or out of your account, during the period indicated.

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It is the responsibility of the preparer.
EXHIBIT 16
<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/11/12</td>
<td>Payment</td>
<td>1141.12</td>
</tr>
<tr>
<td>01/11/12</td>
<td>Payment</td>
<td>1141.12</td>
</tr>
<tr>
<td>01/11/12</td>
<td>Payment</td>
<td>1141.12</td>
</tr>
</tbody>
</table>

**ACCOUNT ACTIVITY**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payment</td>
<td>1141.12</td>
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<tr>
<td>Payment</td>
<td>1141.12</td>
</tr>
<tr>
<td>Payment</td>
<td>1141.12</td>
</tr>
</tbody>
</table>

**ACCOUNT INFORMATION**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payment</td>
<td>1141.12</td>
</tr>
<tr>
<td>Payment</td>
<td>1141.12</td>
</tr>
<tr>
<td>Payment</td>
<td>1141.12</td>
</tr>
</tbody>
</table>

**Business Card Statement**

- Account Balance: 0
- Minimum Payment: 1141.12
- Payment Made: 1141.12
- New Balance: 0
This Statement is a Facsimile - Not an original
<table>
<thead>
<tr>
<th>Date</th>
<th>Transaction</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/31/2020</td>
<td>NSF</td>
<td>$256.25</td>
<td>Returned Incomplete</td>
</tr>
<tr>
<td>12/31/2020</td>
<td>NSF</td>
<td>$256.25</td>
<td>Returned Incomplete</td>
</tr>
</tbody>
</table>

**ACCOUNTS:**

<table>
<thead>
<tr>
<th>Account 1</th>
<th>Balance</th>
<th>Account 2</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1234</td>
<td>$100,000</td>
<td>5678</td>
<td>$50,000</td>
</tr>
</tbody>
</table>

**CREDIT HISTORY:**

- 12/31/2020: $250,000 (Balance)
- 01/01/2021: $225,000 (Balance)

**TOTAL BALANCE:**

- 12/31/2020: $150,000
- 01/01/2021: $125,000

**INTEREST CHARGES:**

- 12/31/2020: $10.00
- 01/01/2021: $12.50
**SITUATION CARD STATEMENT**

**ACCOUNT ACTIVITY**

<table>
<thead>
<tr>
<th>Transaction</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payment 1</td>
<td>$100</td>
</tr>
<tr>
<td>Payment 2</td>
<td>$200</td>
</tr>
<tr>
<td>Payment 3</td>
<td>$300</td>
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</table>

**INTEREST CHARGES**

<table>
<thead>
<tr>
<th>Description</th>
<th>Annual Percentage Rate</th>
<th>Current Rate</th>
<th>Current Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Warehouse</td>
<td>0.75%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest Payments</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Warehouse</td>
<td>0.75%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest Payments</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**OTHER INFORMATION**

- Card Information:
  - Card Number: 1234 5678 9012 3456
  - Expiration Date: 06/24

- This Statement is a FRACTION - Not an original.
<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Check No.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/20</td>
<td>Payment</td>
<td></td>
<td>-2,480.00</td>
</tr>
<tr>
<td>3/15</td>
<td>Purchases</td>
<td></td>
<td>1,391.55</td>
</tr>
<tr>
<td>3/10</td>
<td>Purchases</td>
<td></td>
<td>2,100.80</td>
</tr>
<tr>
<td>3/05</td>
<td>Purchases</td>
<td></td>
<td>510.50</td>
</tr>
<tr>
<td>3/02</td>
<td>Purchase</td>
<td></td>
<td>40.85</td>
</tr>
</tbody>
</table>
### To contact us regarding your account

<table>
<thead>
<tr>
<th>Service</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.123.456.7890</td>
<td>2.123.456.7890</td>
</tr>
<tr>
<td>1.123.456.7890</td>
<td>2.123.456.7890</td>
</tr>
</tbody>
</table>

**Important Notes:**

- We accept payments via credit card, debit card, and bank transfer. Please check our website for details.
- For any queries about your account, please contact our customer support team.
- If you are experiencing technical issues with our online platform, please login to your account and follow the on-screen prompts.

**Service Hours:**

- Monday to Friday: 9 AM to 5 PM (EST)
- Saturday: 10 AM to 2 PM (EST)
- Closed on Sundays

---

**Security Notice:**

Please ensure your account's security by changing your password regularly and not sharing it with anyone.

---

**Contact Information:**

- Address: 123 Main Street, Suite 123, Anytown, USA 12345
- Email: support@myaccount.com
- Phone: 123.456.7890

---

**Disclaimer:**

The information provided is subject to change without notice. Please check our website for the most up-to-date details.

---

**Privacy Policy:**

We take your privacy seriously and ensure that your data is kept secure. Please review our privacy policy for more information.
### CHECKING SUMMARY

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Balance</td>
<td>$20.00</td>
</tr>
<tr>
<td>Deposits and Additions</td>
<td>$50.00</td>
</tr>
<tr>
<td>Ending Balance</td>
<td>$70.00</td>
</tr>
</tbody>
</table>

### DEPOSITS AND ADDITIONS

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/30</td>
<td>Deposit</td>
<td>$50.00</td>
</tr>
</tbody>
</table>

### DAILY ENDING BALANCE

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/30</td>
<td>$70.00</td>
</tr>
</tbody>
</table>

### SERVICE CHARGE SUMMARY

<table>
<thead>
<tr>
<th>Tran Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Fee</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total Service Fees</td>
<td>$0.00</td>
</tr>
</tbody>
</table>
**Checking Summary** (March 31, 2014)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Balance</td>
<td>$2,616.66</td>
</tr>
<tr>
<td>Deposits and Additions</td>
<td>$6,520.00</td>
</tr>
<tr>
<td>Chase Pay</td>
<td>$1,090.80</td>
</tr>
<tr>
<td>Fees and Other Withdrawals</td>
<td>$27.95</td>
</tr>
<tr>
<td>Ending Balance</td>
<td>$8,404.41</td>
</tr>
</tbody>
</table>

**Deposits and Additions** (March 31, 2014)

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/31</td>
<td>Deposit</td>
<td>6,520.00</td>
</tr>
<tr>
<td>3/31</td>
<td>Chase Pay</td>
<td>1,090.80</td>
</tr>
<tr>
<td>3/31</td>
<td>Deposit</td>
<td>1,360.00</td>
</tr>
<tr>
<td>3/31</td>
<td>Deposit</td>
<td>1,200.00</td>
</tr>
<tr>
<td>3/31</td>
<td>Deposit</td>
<td>1,000.00</td>
</tr>
<tr>
<td>3/31</td>
<td>Deposit</td>
<td>3,100.00</td>
</tr>
<tr>
<td>3/31</td>
<td>Deposit</td>
<td>20.00</td>
</tr>
<tr>
<td>Total Deposits and Additions</td>
<td>$8,404.41</td>
<td></td>
</tr>
</tbody>
</table>

**Checks Paid** (March 31, 2014)

<table>
<thead>
<tr>
<th>Number</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1180</td>
<td>$1,090.80</td>
</tr>
</tbody>
</table>

*If you have a description in the Checks Paid section, it means that we received only electronic information about the check, not the original or back image of the check. As a result, we're unable to return the Check by your request and may request more information.*

*No image of this check may be available for your review.*
CHASE

Note: Check your checkbook register dates or calls your bank to determine whether they are included on your statement for this period.

1. Write the ending balance shown on this statement.
   Step 1: Balance: $__________

2. List and total all deposits & additions not shown on this statement.

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
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</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

   Step 2 Total: $__________

3. Add Step 2 Total to Step 1 Balance.
   Step 3: Total: $__________

4. List and total all checks, ATM withdrawals, debit card purchases and other debits not shown on this statement.

<table>
<thead>
<tr>
<th>Date</th>
<th>Check no. or Card</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

   Step 5 Total: $__________

5. Subtract Step 5 Total from Step 3 Total. This should match your Checkbook Balance.
   Step 4: Total: $__________

In the event your checkbook balance does not match this statement, please review your records and contact your bank immediately.

We are committed to keeping your financial information secure. If you receive a request for additional account information over the phone, do not provide any information until you verify the request is from Chase. Chase will never ask for your Social Security number or password over the phone. Chase will never ask for this information in any unsolicited email. Chase will never ask for your personal information by text message. If you have any questions about your account, please contact your bank. Chase will not request account numbers or passwords via email. Chase will not request account numbers or passwords via text message.

Chase Card Services, P.O. Box 6532, RPO 106, Mount Olive, NJ 07828-6532

COE SCHWEIKERT 005520

CBA 07700

19-2234 0716
## CHASE

January 01, 2011 through January 31, 2011
Account Number: [Redacted]

### FEES AND OTHER WITHDRAWALS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Fees &amp; Other Withdrawals</td>
<td>$37.90</td>
</tr>
</tbody>
</table>

### DAILY ENDING BALANCE

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/01</td>
<td>5,390.00</td>
</tr>
<tr>
<td>01/31</td>
<td>5,417.95</td>
</tr>
<tr>
<td>02/07</td>
<td>5,417.95</td>
</tr>
<tr>
<td>02/23</td>
<td>7,791.15</td>
</tr>
</tbody>
</table>

### SERVICE CHARGE SUMMARY

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Fee</td>
<td>$5.00</td>
</tr>
<tr>
<td>Overdraft Fee</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other Service Charges</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total Service Charges</td>
<td>$5.00</td>
</tr>
</tbody>
</table>

### TRANSACTION DESCRIPITION

- **Debit/credit**: All
- **Deposits**: 0
- **Withdrawals**: 0
- **Transfers**: 0

**Total Number of Transactions**: 0

### SERVICE CHARGE DETAIL

<table>
<thead>
<tr>
<th>Description</th>
<th>Allowed</th>
<th>Charged</th>
<th>Paid</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Service Charge</td>
<td>$5.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Page 1 of 4**
### CHASE

**DEPOSITS AND ADDITIONS**

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>#</td>
<td></td>
<td></td>
</tr>
<tr>
<td>#</td>
<td></td>
<td></td>
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<tr>
<td>#</td>
<td></td>
<td></td>
</tr>
<tr>
<td>#</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$39,645.60</strong></td>
</tr>
</tbody>
</table>

### CHECKS PAID

<table>
<thead>
<tr>
<th>Date</th>
<th>Beneficiary</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>#</td>
<td></td>
<td></td>
</tr>
<tr>
<td>#</td>
<td></td>
<td></td>
</tr>
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<td></td>
<td></td>
</tr>
<tr>
<td>#</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total Check Paid</strong></td>
<td><strong>$7,476.00</strong></td>
</tr>
</tbody>
</table>

*Note: This check paid may be available for you to view on Chase online.*

### ATM & DEBIT CARD WITHDRAWALS

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>#</td>
<td></td>
<td></td>
</tr>
<tr>
<td>#</td>
<td></td>
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<tr>
<td>#</td>
<td></td>
<td></td>
</tr>
<tr>
<td>#</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total ATM &amp; Debit Card Withdrawals</strong></td>
<td><strong>$3,949.50</strong></td>
</tr>
</tbody>
</table>

### ELECTRONIC WITHDRAWALS

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>#</td>
<td></td>
<td></td>
</tr>
<tr>
<td>#</td>
<td></td>
<td></td>
</tr>
<tr>
<td>#</td>
<td></td>
<td></td>
</tr>
<tr>
<td>#</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total Electronic Withdrawals</strong></td>
<td><strong>$1,653.11</strong></td>
</tr>
</tbody>
</table>

---

**COE SCHWEIKERT 005525**
### ELECTRONIC WITHDRAWALS (Continued)

<table>
<thead>
<tr>
<th>Date</th>
<th>Payee</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Chase</td>
<td>84.75</td>
</tr>
<tr>
<td></td>
<td>Citi</td>
<td>20.20</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>104.95</td>
</tr>
</tbody>
</table>

Total Electronic Withdrawals: $104.95

### FEES AND OTHER WITHDRAWALS

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Total Fees & Other Withdrawals: $0.00

### DAILY ENDING BALANCE

<table>
<thead>
<tr>
<th>Date</th>
<th>Income</th>
<th>Out</th>
<th>Ending Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>36,102.14</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>36,102.14</td>
</tr>
<tr>
<td></td>
<td></td>
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<td>36,102.14</td>
</tr>
<tr>
<td></td>
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<td>36,102.14</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>36,102.14</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>36,102.14</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>36,102.14</td>
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<td></td>
<td></td>
<td>36,102.14</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>36,102.14</td>
</tr>
</tbody>
</table>

### SERVICE CHARGE SUMMARY

<table>
<thead>
<tr>
<th>Service Charge</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance Fee</td>
<td>$8.80</td>
</tr>
<tr>
<td>Excess Service Charge</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Total Service Charge: $8.80

### TRANSACTIONS ENTERED FOR THE PERIOD

<table>
<thead>
<tr>
<th>Type</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Checks/Deposits</td>
<td>32</td>
</tr>
<tr>
<td>Deposits/Withdrawals</td>
<td>80</td>
</tr>
<tr>
<td>Deposits/Withdrawals</td>
<td>80</td>
</tr>
</tbody>
</table>

Total Transactions: 192

**Note:** Chase QuickPassPlus shows up to 300 checks, deposits, and debited items per statement cycle. Your transaction limit for this cycle was 300.
## Service Charge Detail

<table>
<thead>
<tr>
<th>ACCOUNT NUMBER</th>
<th>TYPE OF TRANSACTION</th>
<th>DESCRIPTION</th>
<th>VOL.</th>
<th>DISC.</th>
<th>CHARGE</th>
<th>POSTAGE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Cash Deposit</td>
<td>37</td>
<td>0.00</td>
<td>37.00</td>
<td></td>
<td>37.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Cash Debit</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Cash Debit</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Cash Debit</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Cash Deposit</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Service Charge: $37.00
### Checking Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Balance</td>
<td>$11,250.00</td>
</tr>
<tr>
<td>Checks and Additions</td>
<td>43</td>
</tr>
<tr>
<td>Checks Paid</td>
<td>19</td>
</tr>
<tr>
<td>ATM &amp; Debit Card Withdraws</td>
<td>13</td>
</tr>
<tr>
<td>VISA Card Withdraws</td>
<td>8</td>
</tr>
<tr>
<td>Other Withdraws</td>
<td>40</td>
</tr>
<tr>
<td>Ending Balance</td>
<td>76</td>
</tr>
</tbody>
</table>

### Deposits and Additions

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2004</td>
<td>Visa Settlement Deposit</td>
<td>54,000.00</td>
</tr>
<tr>
<td>2005</td>
<td>Visa Settlement Deposit</td>
<td>57.00</td>
</tr>
<tr>
<td>2006</td>
<td>American Express Settlement</td>
<td>20.00</td>
</tr>
<tr>
<td>2007</td>
<td>Deposit</td>
<td>3,850.00</td>
</tr>
<tr>
<td>2008</td>
<td>Deposit</td>
<td>2,300.00</td>
</tr>
<tr>
<td>2009</td>
<td>Deposit</td>
<td>1,250.00</td>
</tr>
<tr>
<td>2010</td>
<td>Deposit</td>
<td>2,300.00</td>
</tr>
<tr>
<td>2011</td>
<td>Visa Settlement Deposit</td>
<td>580.00</td>
</tr>
<tr>
<td>2012</td>
<td>Visa Settlement Deposit</td>
<td>1,200.00</td>
</tr>
<tr>
<td>2013</td>
<td>Visa Settlement Deposit</td>
<td>400.00</td>
</tr>
<tr>
<td>2014</td>
<td>Visa Settlement Deposit</td>
<td>500.00</td>
</tr>
<tr>
<td>2015</td>
<td>Visa Settlement Deposit</td>
<td>300.00</td>
</tr>
</tbody>
</table>
CHASE

March 5, 2011 issuance Chase 2011
Account Number: 0005530

Note: Ensure balance register is up-to-date with all transactions to date. Whether you collect on your checks or not.

1. Write in the ending balance shown on this statement: $__________

2. List and total all deposits & withdrawals (not shown on this statement):

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Step 2 Total: $__________

3. Add Step 2 Total to Step 1 Balance: $__________

Step 3 Total: $__________

4. List and total all checks, ATM withdrawals, debit card purchases and other withdrawals:

<table>
<thead>
<tr>
<th>Check Number or Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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<td></td>
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<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Step 4 Total: $__________

5. Subtract Step 4 Total from Step 3 Total. This should equal your ending balance: $__________

CHASE OF OHIO (PERIODIC STATEMENTS TO CONSERVE FUNDING TO REDUCE COSTS) (Please use one account to reduce the cost of statements. If you maintain more than one account, the cost of statements will be based on the number of accounts maintained. If you maintain more than one account, the statement cost will be based on the number of accounts maintained.)

By checking this box, I authorize Chase to use my bank account as my only account for checking purposes. I authorize Chase to process my checks and to make payments on my behalf. If I am not a member of Chase, I authorize Chase to use my bank account as my only account for checking purposes. I authorize Chase to process my checks and to make payments on my behalf.

CHASE OF OHIO (PERIODIC STATEMENTS TO CONSERVE FUNDING TO REDUCE COSTS) (Please use one account to reduce the cost of statements. If you maintain more than one account, the cost of statements will be based on the number of accounts maintained. If you maintain more than one account, the statement cost will be based on the number of accounts maintained.)

70606 Chase Bank, N.A., Member FDIC

Page 2-4

COE.SCHWEIKERT.005530

CICA.0736

18.2234_0728
### DEPOSITS AND ADDITIONS

<table>
<thead>
<tr>
<th>DATE</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/25</td>
<td>Chase Cheque</td>
<td>100.00</td>
</tr>
<tr>
<td>1/26</td>
<td>Debit Card</td>
<td>250.00</td>
</tr>
<tr>
<td>1/27</td>
<td>Chase Cheque</td>
<td>800.00</td>
</tr>
<tr>
<td>1/28</td>
<td>Debit Card</td>
<td>1,200.00</td>
</tr>
<tr>
<td>1/29</td>
<td>Direct Deposit</td>
<td>250.00</td>
</tr>
<tr>
<td>1/30</td>
<td>Chase Cheque</td>
<td>900.00</td>
</tr>
<tr>
<td>1/31</td>
<td>Direct Deposit</td>
<td>250.00</td>
</tr>
<tr>
<td>2/02</td>
<td>Chase Cheque</td>
<td>1,500.00</td>
</tr>
<tr>
<td>2/03</td>
<td>Direct Deposit</td>
<td>300.00</td>
</tr>
<tr>
<td>2/04</td>
<td>Direct Deposit</td>
<td>500.00</td>
</tr>
<tr>
<td>2/05</td>
<td>Direct Deposit</td>
<td>1,500.00</td>
</tr>
<tr>
<td>2/06</td>
<td>Direct Deposit</td>
<td>1,000.00</td>
</tr>
<tr>
<td>2/07</td>
<td>Direct Deposit</td>
<td>110.00</td>
</tr>
<tr>
<td>2/08</td>
<td>Direct Deposit</td>
<td>600.00</td>
</tr>
<tr>
<td>2/09</td>
<td>Direct Deposit</td>
<td>5,450.00</td>
</tr>
<tr>
<td>2/10</td>
<td>Direct Deposit</td>
<td>3,400.00</td>
</tr>
</tbody>
</table>

**Total Deposits and Additions:** $81,117.97

### CHECKS PAID

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Total Checks Paid: $1,450.89

**Electronic Withdrawals**

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Total Electronic Withdrawals: $1,079.69

**ATM & Debit Card Withdrawals**

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Total ATM & Debit Card Withdrawals: $1,079.69

Page 4 of 8

COE SCHWEIKERT.005532

CBA 0605

18-223A_0720
### FEES AND OTHER WITHDRAWALS

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### SERVICE CHARGE SUMMARY

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Charges in blue refer to interest earned on the checking, savings, credit, and investment balances.
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### ACCOUNT 005534

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**COE SCHWEIKERT.005534**

CBA_0802

10-2234_0722
Special benefits for being a Chase checking customer:

Take advantage of these exclusive offers:

- Credit Cards
- Auto Interest rates
- Mortgages and Home Equity Products

To see a complete list of Chase Exclusives, visit chase.com/benefits.

Talk to a banker today to take advantage of these exclusive benefits.

Limitations and restrictions apply.
### Checking Summary

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<td>Smith &amp; Co</td>
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<td>Mastercard</td>
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</table>

Page 1 of 2
### DEPOSITS AND ADDITIONS

<table>
<thead>
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</tr>
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<tbody>
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<td>15.00</td>
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<td>Trial Balance Deposit</td>
<td>15.00</td>
</tr>
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<td>Trial Balance Deposit</td>
<td>15.00</td>
</tr>
<tr>
<td>04/17</td>
<td>Trial Balance Deposit</td>
<td>15.00</td>
</tr>
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<td>Trial Balance Deposit</td>
<td>15.00</td>
</tr>
<tr>
<td>04/19</td>
<td>Trial Balance Deposit</td>
<td>15.00</td>
</tr>
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<td>04/20</td>
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</tr>
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<td>Trial Balance Deposit</td>
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</tr>
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<td>04/24</td>
<td>Trial Balance Deposit</td>
<td>15.00</td>
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<td>Trial Balance Deposit</td>
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<td>04/26</td>
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<td>04/27</td>
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</tr>
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### CHECKS PAID

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<td>67890</td>
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<td>11111</td>
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<td>22222</td>
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<td>15.00</td>
</tr>
<tr>
<td>33333</td>
<td>Trial Balance Deposit</td>
<td>15.00</td>
</tr>
<tr>
<td>44444</td>
<td>Trial Balance Deposit</td>
<td>15.00</td>
</tr>
<tr>
<td>55555</td>
<td>Trial Balance Deposit</td>
<td>15.00</td>
</tr>
<tr>
<td>66666</td>
<td>Trial Balance Deposit</td>
<td>15.00</td>
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<tr>
<td>77777</td>
<td>Trial Balance Deposit</td>
<td>15.00</td>
</tr>
<tr>
<td>88888</td>
<td>Trial Balance Deposit</td>
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<tr>
<td>99999</td>
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<td>15.00</td>
</tr>
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**Total Deposits and Additions: $425,000**

**Total Checks Paid: $215,000**
### ATM & Debit Card Withdrawals

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
<th>Account Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/01</td>
<td>TD Bank, Denver 62013-000.00</td>
<td>1204.50</td>
<td></td>
</tr>
<tr>
<td>12/07</td>
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<td>42.00</td>
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</tr>
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<td>12/10</td>
<td>TD Bank, Denver 62013-000.00</td>
<td>42.00</td>
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<td>12/18</td>
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<td>32.21</td>
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<td>TD Bank, Denver 62013-000.00</td>
<td>4.53</td>
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<tr>
<td>12/31</td>
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<td>TD Bank, Denver 62013-000.00</td>
<td>355.87</td>
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<tr>
<td>12/31</td>
<td>TD Bank, Denver 62013-000.00</td>
<td>314.60</td>
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<tr>
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<td>TD Bank, Denver 62013-000.00</td>
<td>34.21</td>
<td></td>
</tr>
<tr>
<td>12/31</td>
<td>TD Bank, Denver 62013-000.00</td>
<td>25.35</td>
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<tr>
<td>12/31</td>
<td>TD Bank, Denver 62013-000.00</td>
<td>58.50</td>
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**Total ATM & Debit Card Withdrawals:** $1,969.77

### Electronic Withdrawals

<table>
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<th>Amount</th>
<th>Account Number</th>
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</thead>
<tbody>
<tr>
<td>12/16</td>
<td>TD Bank, Denver 62013-000.00</td>
<td>540.90</td>
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<tr>
<td>12/16</td>
<td>TD Bank, Denver 62013-000.00</td>
<td>287.70</td>
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<tr>
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<td>TD Bank, Denver 62013-000.00</td>
<td>56.70</td>
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<tr>
<td>12/16</td>
<td>TD Bank, Denver 62013-000.00</td>
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<td>TD Bank, Denver 62013-000.00</td>
<td>191.00</td>
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<td>12/16</td>
<td>TD Bank, Denver 62013-000.00</td>
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**Total Electronic Withdrawals:** $564.50

### Fees and Other Withdrawals

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<th>Date</th>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>12/16</td>
<td>TD Bank, Denver 62013-000.00</td>
<td>542.50</td>
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</tbody>
</table>

**Total Fees and Other Withdrawals:** $542.50

### Daily Ending Balance

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/01</td>
<td>1204.50</td>
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<td>162.50</td>
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<tr>
<td>12/10</td>
<td>14.00</td>
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<tr>
<td>12/31</td>
<td>14.00</td>
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**Total End of Day Balance:** $1204.50
# Daily Ending Balance

<table>
<thead>
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<th>Date</th>
<th>Balance</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>03/22/19</td>
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## Service Charge Summary

<table>
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<th>Service Charge</th>
<th>Amount</th>
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<tbody>
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<td>Maintenance Fee</td>
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<tr>
<td>Program Breach Fee</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other Service Charges</td>
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</tr>
<tr>
<td>Total Service Charges</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Your monthly maintenance fee of $0.00 has been waived because you maintained an average balance of $12,000 in checking for 3 months and an average balance of $12,000 in checking, business and personal savings, money market, and investment accounts.

### Transactions in Your Account

- **Charges**
  - Account Statement: $0.00
  - Account Statement: $0.00
  - Account Statement: $0.00

- **Deposits**
  - Account Statement: $0.00
  - Account Statement: $0.00

### Service Charge Detail

<table>
<thead>
<tr>
<th>Account</th>
<th>Volume</th>
<th>Amount</th>
<th>Priority</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>Withdrawal</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Cash Deposits</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Direct Debits</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
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</table>

Total service charge: $0.00

---

CBO_0903
18-2234/0729
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- Get the Free Chase Mobile® App for your iPhone® or Android™.
- Make a deposit by simply taking a picture of a check. Then open your mobile browser with Chase QuickDeposit™
- Send money to nearly anyone with an email address with Chase Pay™
- Familiar items for you and Chase security.
- Pay bills and a credit card with Chase Bill Pay™

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# Checking Summary

<table>
<thead>
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<th>Amount</th>
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</thead>
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<td>Deposit</td>
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<tr>
<td>2555</td>
<td>ATM Cash Deposit</td>
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</tr>
<tr>
<td>2555</td>
<td>ATM Cash Withdrawal</td>
<td>100.00</td>
</tr>
<tr>
<td>2555</td>
<td>Check Deposit</td>
<td>100.00</td>
</tr>
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<td>2555</td>
<td>Check Withdrawal</td>
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</tr>
<tr>
<td>2555</td>
<td>Wire Transfer</td>
<td>100.00</td>
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</table>

Ending Balance: $10,980.98

# Deposits and Additions

<table>
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<tr>
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<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
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<td>Deposit</td>
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<tr>
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<td>ATM Cash Deposit</td>
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<tr>
<td>2555</td>
<td>ATM Cash Withdrawal</td>
<td>100.00</td>
</tr>
<tr>
<td>2555</td>
<td>Check Deposit</td>
<td>100.00</td>
</tr>
<tr>
<td>2555</td>
<td>Check Withdrawal</td>
<td>100.00</td>
</tr>
<tr>
<td>2555</td>
<td>Wire Transfer</td>
<td>100.00</td>
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</table>

Ending Balance: $10,980.98
Note: Chase your checkbook register is up to date until you receive at least 18 months of account activity. If you have any questions or need assistance, please contact your local Chase branch.

1. Note the ending balance shown on this statement:
   Step 1 Balance: $

2. List and total all deposits and withdrawals shown on this statement:
   Date | Amount | Date | Amount | Date | Amount
   --- | --- | --- | --- | --- | ---
   
   Step 2 Total: $

3. Add Step 2 Total to Step 1 Balance:
   Step 2 Total: $

4. List and total all checks, ATM withdrawals, debit card purchases and other withdraws:
   Date | Check Number or Date | Amount | Date | Check Number or Date | Amount
   --- | --- | --- | --- | --- | ---
   
   Step 4 Total: $

5. Subtract Step 4 Total from Step 2 Total. This should match your Checkbook Balance:
   Step 4 Total: $

**Note**: If you do not receive an explanation of any discrepancies from Chase, please contact your local Chase branch.

Chase Consumer Bank, N.A. Member FDIC

COE.SCHWEIKERT.001344

18.234.0742
### DEPOSITS AND ADDITIONS

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/23</td>
<td>Fees/Transaction Service</td>
<td>$17.00</td>
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<tr>
<td>12/23</td>
<td>Fees/Transaction Service</td>
<td>$10.00</td>
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<tr>
<td>12/24</td>
<td>Fees/Transaction Service</td>
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</tr>
<tr>
<td>12/27</td>
<td>Fees/Transaction Service</td>
<td>$20.00</td>
</tr>
<tr>
<td>12/28</td>
<td>Fees/Transaction Service</td>
<td>$20.00</td>
</tr>
<tr>
<td>12/29</td>
<td>Fees/Transaction Service</td>
<td>$17.00</td>
</tr>
<tr>
<td>12/30</td>
<td>Fees/Transaction Service</td>
<td>$127.00</td>
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<tr>
<td>12/30</td>
<td>Fees/Transaction Service</td>
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<tr>
<td>12/31</td>
<td>Fees/Transaction Service</td>
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**Total Deposits and Additions:** $306,616.83

### CHECKS PAID

<table>
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<th>Date</th>
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<td>32285929 13196413</td>
<td>12/22</td>
<td>$12,379.65</td>
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<td>2</td>
<td>32285929 13196413</td>
<td>12/23</td>
<td>$215.53</td>
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<td>3</td>
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<tr>
<td>4</td>
<td>32285929 13196413</td>
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<td>$1,039.01</td>
</tr>
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<td>32285929 13196413</td>
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<td>$2,327.67</td>
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<td>6</td>
<td>32285929 13196413</td>
<td>12/27</td>
<td>$1,856.00</td>
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<tr>
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<td>32285929 13196413</td>
<td>12/28</td>
<td>$35.89</td>
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<tr>
<td>8</td>
<td>32285929 13196413</td>
<td>12/29</td>
<td>$3,962.00</td>
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<tr>
<td>10</td>
<td>32285929 13196413</td>
<td>12/31</td>
<td>$25.00</td>
</tr>
</tbody>
</table>

**Total Checks Paid:** $5,010.83

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If this is a deposit or a check, the payer of the check or deposit has agreed to this transaction. If not, verify the information with the payer of the check or deposit.

**ATM & DEBIT CARD WITHDRAWALS**

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/24</td>
<td>Cash Withdrawal</td>
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<tr>
<td>12/25</td>
<td>Card Withdrawal</td>
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<tr>
<td>12/26</td>
<td>Card Withdrawal</td>
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<tr>
<td>12/26</td>
<td>Card Withdrawal</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>12/27</td>
<td>Card Withdrawal</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>12/28</td>
<td>Card Withdrawal</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>12/29</td>
<td>Card Withdrawal</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>12/30</td>
<td>Card Withdrawal</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>12/31</td>
<td>Card Withdrawal</td>
<td>$1,000.00</td>
</tr>
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</table>

**Total ATM & Debit Card Withdrawals:** $105,000.00

---

Coe. Schweikert.005545
### CHASE

#### ATM & DEBIT CARD WITHDRAWALS

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash Purchases</td>
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<tr>
<td>Total: ATM &amp; Debit Card Withdrawals</td>
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#### ELECTRONIC WITHDRAWALS

<table>
<thead>
<tr>
<th>Source</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
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</table>

#### DAILY ENDING BALANCE

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</thead>
<tbody>
<tr>
<td>5509</td>
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<td>9,094,390.06</td>
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<tr>
<td>5511</td>
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#### SERVICE CHARGE SUMMARY

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance Fee</td>
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<tr>
<td>Interest</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other Service Fees</td>
<td>$0.00</td>
</tr>
</tbody>
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---

*Your monthly maintenance fee of $4.00 has been waived because you maintained an average balance of $92,000 in\n
a checking and/or savings account(s) and/or \n
an investment account.*
## SERVICE CHARGE SUMMARY

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>VOLUME</th>
<th>ALLOWS</th>
<th>CHARGES</th>
<th>PROFESSION</th>
<th>TOTAL</th>
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<td>323.00</td>
<td>0</td>
</tr>
<tr>
<td>Checks/Debitcards</td>
<td>145</td>
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<td>Cash Deposits</td>
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<td>ATM Withdrawals</td>
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<td>112</td>
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<td>0</td>
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<td>0</td>
</tr>
</tbody>
</table>

This table shows the charges and fees for account services. The total service charge for the month is $323.00.
Effective July 17, 2011, we are making changes to the following sections of our Funds Availability Policy for business accounts:

- **'For Chase Signature One Card or without interest'**
  - *Footnote Added:* If you choose this alternative, you will be charged a service fee of $10 for each transaction that exceeds the accepted limit, and you will receive a notice of the fee.
- **Federal Reserve Drafts, Federal Reserve Check, and Federal Reserve Drafts that are payable to you, if you use a special deposit slip, available at any branch of your account.**
- **Chase's Business Day Availability**
  - If you deposit a check that is payable to you, the check may be deposited at a minimum to your account. If you use a special deposit slip, available at any branch of your account.
- **Business Day Availability**
  - If you use a special deposit slip, available at any branch of your account.

**Checking Summary**

<table>
<thead>
<tr>
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<tr>
<td>Deposits/Withdrawals</td>
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<tr>
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<td>ATM &amp; Cash COF Withdrawals</td>
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</tr>
<tr>
<td>Other Withdrawals</td>
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</tr>
<tr>
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1211
## CHASE

### DEPOSITS AND ADDITIONS

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<tr>
<td>Savings</td>
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<tr>
<td>Checking</td>
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<tr>
<td>American Express</td>
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</tr>
<tr>
<td>Visa/Rewards</td>
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### CHECKS PAID

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>John Smith</td>
<td>1234</td>
<td>$150.00</td>
</tr>
<tr>
<td>Jane Doe</td>
<td>5678</td>
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### ATM & DEBIT CARD WITHDRAWALS

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<td>Total ATM &amp; Debit Card</td>
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C/O E. SCHWEIKERT 055552

---

1213
### ATM & Debit Card Withdrawals

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<td>Checking</td>
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<tr>
<td>ATM</td>
<td>Savings</td>
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<td>Credit Card</td>
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<td>Total ATM &amp; Debit Card Withdrawals</td>
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<tr>
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</tr>
<tr>
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<tr>
<td>06/03</td>
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<tr>
<td>06/04</td>
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<tr>
<td>06/05</td>
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</tr>
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### Fees and Other Withdrawals

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<th>Amount</th>
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<tr>
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<td>Service Fee</td>
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</tr>
<tr>
<td>06/30</td>
<td>Service Fee</td>
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<td>Total Fees &amp; Other Withdrawals</td>
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### Daily Ending Balance

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<tr>
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### Service Charge Summary

<table>
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### Service Charge Summary

<table>
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<tr>
<td>Maintenance Fee</td>
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</tr>
<tr>
<td>Excess Proceed Fees</td>
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<td>Other Service Charges</td>
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<tr>
<td><strong>Total Service Charges</strong></td>
<td><strong>$2.25</strong></td>
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Your monthly maintenance fee of $0.50 will be charged if your account balance falls below the minimum balance of $2,000. Whenever you exceed this minimum balance, no maintenance fee will be charged and no excess proceeds will be charged.

### Service Charge Detail

<table>
<thead>
<tr>
<th>Description</th>
<th>Volume</th>
<th>Volume Limit</th>
<th>Charge</th>
<th>Fee</th>
<th>Total</th>
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<tbody>
<tr>
<td>Fee</td>
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<tr>
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<td>$0.05</td>
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<td>Fee</td>
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### Account Information

<table>
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<th>Description</th>
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<tr>
<td>Cash Deposit</td>
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<td>Check Deposit</td>
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<td><strong>Total</strong></td>
<td><strong>$1,209</strong></td>
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### Checking Summary

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<td>Direct Deposits</td>
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### Deposits and Additions

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<th>Description</th>
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<td>07/31</td>
<td>3,010.00</td>
<td>Deposit</td>
</tr>
<tr>
<td>07/31</td>
<td>820.00</td>
<td>Direct Deposit</td>
</tr>
<tr>
<td>07/31</td>
<td>11,649.00</td>
<td>Deposit</td>
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<td>43,213.00</td>
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</tr>
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<tr>
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<tr>
<td>07/31</td>
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<tr>
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**Total Deposits: $64,313.00**

**Total Additions: $58,983.00**
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<th>Date</th>
<th>Amount</th>
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Step 1 Total: $\

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<th>Date</th>
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Step 2 Total: $\

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<th>Date</th>
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Step 3 Total: $\

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<th>Date</th>
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Step 4 Total: $\

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<th>Date</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
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</tbody>
</table>

Step 5 Total from Step 3 Total: $\

<table>
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<th>Date</th>
<th>Amount</th>
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<tbody>
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Step 6 Total: $\

<table>
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<th>Date</th>
<th>Amount</th>
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<tbody>
<tr>
<td></td>
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Subtract Step 4 Total from Step 3 Total. This should match your Disbursed Balance: $
### DEPOSITS AND ADDITIONS

<table>
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<th>DESCRIPTION</th>
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<tr>
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**Total Deposits and Additions**: $510,000.00

### CHECKS PAID

<table>
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<td>07/08</td>
<td>7/08</td>
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<tr>
<td>07/13</td>
<td>7/13</td>
<td>2,424.65</td>
</tr>
<tr>
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<td>7/14</td>
<td>2,424.65</td>
</tr>
<tr>
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</tr>
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<td>2,424.65</td>
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</tr>
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<td>7/22</td>
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<tr>
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<td>2,424.65</td>
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</tbody>
</table>

COE. SCHWEIKERT 005557
## CHASE

### CHECKS PAID

<table>
<thead>
<tr>
<th>Date</th>
<th>Check</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>12/31/19</td>
<td>2500</td>
<td>$37.12</td>
</tr>
<tr>
<td>1/30/20</td>
<td>3000</td>
<td>$60.00</td>
</tr>
<tr>
<td>1/30/20</td>
<td>4000</td>
<td>$100.00</td>
</tr>
<tr>
<td>1/30/20</td>
<td>5000</td>
<td>$150.00</td>
</tr>
<tr>
<td>1/30/20</td>
<td>6000</td>
<td>$200.00</td>
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Total Checks Paid: $510.22

---

### ATM & DEBIT CARD WITHDRAWALS

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/31/19</td>
<td>Cash Withdrawal</td>
<td>$85.00</td>
</tr>
<tr>
<td>1/30/20</td>
<td>Cash Withdrawal</td>
<td>$200.00</td>
</tr>
<tr>
<td>1/30/20</td>
<td>Cash Withdrawal</td>
<td>$150.00</td>
</tr>
<tr>
<td>1/30/20</td>
<td>Cash Withdrawal</td>
<td>$100.00</td>
</tr>
<tr>
<td>1/30/20</td>
<td>Cash Withdrawal</td>
<td>$50.00</td>
</tr>
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Total ATM & Debit Card Withdrawals: $590.00

---

### ELECTRONIC WITHDRAWALS

<table>
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<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/31/19</td>
<td>Cash Withdrawal</td>
<td>$85.00</td>
</tr>
<tr>
<td>1/30/20</td>
<td>Cash Withdrawal</td>
<td>$200.00</td>
</tr>
<tr>
<td>1/30/20</td>
<td>Cash Withdrawal</td>
<td>$150.00</td>
</tr>
<tr>
<td>1/30/20</td>
<td>Cash Withdrawal</td>
<td>$100.00</td>
</tr>
<tr>
<td>1/30/20</td>
<td>Cash Withdrawal</td>
<td>$50.00</td>
</tr>
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</table>

Total Electronic Withdrawals: $590.00
# Chase

## Fees and Other Withdrawals

<table>
<thead>
<tr>
<th>Date</th>
<th>Activity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>3-Dec-18</td>
<td>Deposit</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>4-Dec-18</td>
<td>Withdraw</td>
<td>$500.00</td>
</tr>
<tr>
<td>6-Dec-18</td>
<td>Withdraw</td>
<td>$200.00</td>
</tr>
<tr>
<td>7-Dec-18</td>
<td>Deposit</td>
<td>$300.00</td>
</tr>
<tr>
<td>8-Dec-18</td>
<td>Withdraw</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

## Daily Ending Balance

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Activity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>3-Dec-18</td>
<td>$1,300.00</td>
<td>Deposit</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>4-Dec-18</td>
<td>$1,800.00</td>
<td>Withdraw</td>
<td>$500.00</td>
</tr>
<tr>
<td>6-Dec-18</td>
<td>$2,000.00</td>
<td>Withdraw</td>
<td>$200.00</td>
</tr>
<tr>
<td>7-Dec-18</td>
<td>$2,200.00</td>
<td>Deposit</td>
<td>$300.00</td>
</tr>
<tr>
<td>8-Dec-18</td>
<td>$2,500.00</td>
<td>Withdraw</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

## Service Charge Summary

- Maintenance Fee: $0.00 (Waived by checking and relationship services)
- Service Charge: $0.00
- Total Service Charges: $0.00

Your monthly maintenance fee of $15.00 has been waived because you maintained an average balance of $2,200.00 in checking and a combined average balance of $129,285 in total business and personal checking, savings, cash, and investment balances.

## Account Transactions

<table>
<thead>
<tr>
<th>Transaction Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Checks / Debits</td>
<td>$500.00</td>
</tr>
<tr>
<td>Deposits / Credits</td>
<td>$300.00</td>
</tr>
</tbody>
</table>

Total Transactions: $800

Chase Chartered Visitor Allowance: Up to 50 checks, deposits, and withdrawals per statement cycle. Your transaction limit for this statement cycle is 30.
## SERVICE CHARGE DETAIL

<table>
<thead>
<tr>
<th>ACCOUNT</th>
<th>DESCRIPTION</th>
<th>VOLUME</th>
<th>ALLOCATED</th>
<th>CHARGED</th>
<th>PRESENT</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1221</td>
<td>New Product Training</td>
<td>250</td>
<td>0</td>
<td>0</td>
<td>66.00</td>
<td>66.00</td>
</tr>
<tr>
<td>1222</td>
<td>Cc/Charge</td>
<td>500</td>
<td>0</td>
<td>0</td>
<td>50.50</td>
<td>50.50</td>
</tr>
</tbody>
</table>

**Total** | $116.50

## ACCOUNT NUMBER 1221

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>VOLUME</th>
<th>ALLOCATED</th>
<th>CHARGED</th>
<th>PRESENT</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Product Training</td>
<td>250</td>
<td>0</td>
<td>0</td>
<td>66.00</td>
<td>66.00</td>
</tr>
<tr>
<td>Cc/Charge</td>
<td>500</td>
<td>0</td>
<td>0</td>
<td>50.50</td>
<td>50.50</td>
</tr>
</tbody>
</table>

**Total** | $116.50
### Checking Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Balance</td>
<td>$14,775.56</td>
</tr>
<tr>
<td>Deposits and Withdrawals</td>
<td>17</td>
</tr>
<tr>
<td>Charles Fau</td>
<td>26,807.00</td>
</tr>
<tr>
<td>ATM &amp; Debit Card Withdrawals</td>
<td>11</td>
</tr>
<tr>
<td>Electronic Withdrawals</td>
<td>6</td>
</tr>
<tr>
<td>Ending Balance</td>
<td>0</td>
</tr>
</tbody>
</table>

#### Deposits and Additions

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/21</td>
<td>American Express Refund</td>
<td>50.00</td>
</tr>
<tr>
<td>6/24</td>
<td>Deposit</td>
<td>3,000.00</td>
</tr>
<tr>
<td>6/24</td>
<td>American Express Refund</td>
<td>90.00</td>
</tr>
<tr>
<td>6/25</td>
<td>Deposit</td>
<td>100.00</td>
</tr>
<tr>
<td>6/25</td>
<td>Deposit</td>
<td>100.00</td>
</tr>
<tr>
<td>6/25</td>
<td>Deposit</td>
<td>100.00</td>
</tr>
<tr>
<td>6/26</td>
<td>Deposit</td>
<td>100.00</td>
</tr>
<tr>
<td>6/26</td>
<td>Deposit</td>
<td>100.00</td>
</tr>
<tr>
<td>6/28</td>
<td>Deposit</td>
<td>100.00</td>
</tr>
<tr>
<td>6/28</td>
<td>Deposit</td>
<td>100.00</td>
</tr>
<tr>
<td>6/30</td>
<td>American Express Refund</td>
<td>50.00</td>
</tr>
<tr>
<td>6/30</td>
<td>American Express Refund</td>
<td>50.00</td>
</tr>
<tr>
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<tr>
<td>6/30</td>
<td>Deposit</td>
<td>100.00</td>
</tr>
<tr>
<td>6/30</td>
<td>Deposit</td>
<td>100.00</td>
</tr>
<tr>
<td>6/30</td>
<td>Deposit</td>
<td>100.00</td>
</tr>
<tr>
<td>6/30</td>
<td>Deposit</td>
<td>100.00</td>
</tr>
<tr>
<td>6/30</td>
<td>Total Deposits and Additions</td>
<td>$15,937.00</td>
</tr>
</tbody>
</table>
CHASE

Note: Check your checkbook register and add all deposits to see whether any are included on your statement or not.

1. Write in the ending balance shown on this statement:
   Step 1 Balance: $__________

2. List and total all deposits & addenda not shown on this statement:
   Date     Amount     Date     Amount
   ____________________  ____________________

   Step 2 Total: $__________

3. Add Step 2 Total to Step 1 Balance:
   Step 3 Total: $__________

4. List and total all checks, ATM withdrawals, debit card purchases and other withdrawals
   and charges on this statement:
   Check Number or Date   Amount     Check Number or Date   Amount
   ____________________  ____________________

   Step 4 Total: $__________

5. Subtract Step 4 Total from Step 3 Total: This should match your Checkbook Balance: $__________
# Checks Paid

<table>
<thead>
<tr>
<th>No.</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>08/19</td>
<td>$1,000</td>
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<td>2</td>
<td>08/20</td>
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<td>3</td>
<td>08/22</td>
<td>20.20</td>
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</table>

Total Checks Paid: $14,793.18

# ATM & Debit Card Withdrawals

<table>
<thead>
<tr>
<th>Transaction Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>08/21</td>
<td>08/21</td>
</tr>
<tr>
<td>08/22</td>
<td>08/23</td>
</tr>
<tr>
<td>08/24</td>
<td>08/25</td>
</tr>
<tr>
<td>08/26</td>
<td>08/27</td>
</tr>
<tr>
<td>08/28</td>
<td>08/29</td>
</tr>
<tr>
<td>08/30</td>
<td>08/31</td>
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</table>

Total ATM & Debit Card Withdrawals: $300.00

# Electronic Withdrawals

<table>
<thead>
<tr>
<th>Transaction Description</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>08/21</td>
<td>08/22</td>
</tr>
<tr>
<td>08/23</td>
<td>08/24</td>
</tr>
<tr>
<td>08/25</td>
<td>08/26</td>
</tr>
<tr>
<td>08/27</td>
<td>08/28</td>
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<tr>
<td>08/29</td>
<td>08/30</td>
</tr>
<tr>
<td>08/31</td>
<td>08/31</td>
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Total Electronic Withdrawals: $300.00
### DAILY ENDING BALANCE

<table>
<thead>
<tr>
<th>Date</th>
<th>Balance</th>
<th>Fees</th>
<th>Interest</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>06/30</td>
<td>302,710.03</td>
<td>6.72</td>
<td>0.45</td>
<td>303,233.20</td>
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<tr>
<td>07/31</td>
<td>303,233.20</td>
<td>6.72</td>
<td>0.45</td>
<td>303,588.87</td>
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<tr>
<td>08/31</td>
<td>303,588.87</td>
<td>6.72</td>
<td>0.45</td>
<td>303,987.54</td>
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### SERVICE CHARGE SUMMARY

<table>
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<tr>
<th>Service Charge</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Maintenance Fee</td>
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<tr>
<td>Excess Product Fees</td>
<td>$0.00</td>
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<tr>
<td>Client Service Charges</td>
<td>$0.00</td>
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<tr>
<td>Total Service Charges</td>
<td>$0.00</td>
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### SERVICE CHARGE DETAILS

<table>
<thead>
<tr>
<th>Transaction</th>
<th>Volume</th>
<th>Amount</th>
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<tr>
<td>Service Fee</td>
<td>348</td>
<td>$0.00</td>
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<tr>
<td>Monthly Service Fee Charge</td>
<td>23</td>
<td>$20.00</td>
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<tr>
<td>Balance Due - fees included</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>Balance Due - fees not included</td>
<td>0</td>
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<tr>
<td>Total Balance Due</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total Service Charge</td>
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<td></td>
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</table>

Page 1 of 3
# Checking Summary

<table>
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<th>Description</th>
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<tr>
<td>09/01</td>
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</tr>
<tr>
<td>09/02</td>
<td>1,000</td>
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<td>09/03</td>
<td>500</td>
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<tr>
<td>11/23</td>
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<td>750</td>
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<tr>
<td>11/25</td>
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<tr>
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<td>Deposit</td>
</tr>
<tr>
<td>11/28</td>
<td>500</td>
<td>Deposit</td>
</tr>
</tbody>
</table>
### Chase Account Information

**Note:** Review your checkbook register and compare it with the transactions on this statement to ensure they are included in your payment.*

1. Write in the Ending Balance shown on this statement: **Step 1 Balance:** 
   
2. List and total all deposits not shown on this statement:
   
   ![Deposit Table]

   **Step 2 Total:** 

3. Add Step 1 Total to Step 2 Total:
   
   **Step 3 Total:** 

4. List and total all checks, ATM withdrawals, debit card purchases and other withdrawals not shown on this statement:
   
   ![Withdrawal Table]

   **Step 4 Total:** 

5. Subtract Step 4 Total from Step 3 Total, This would result in your Checkbook Balance: **Step 5:**

   **Checkbook Balance:** 

   ![Checkbook Balance]

---

**In Case of Déficit:**

If you believe that any amount(s) should be subtracted from your Checkbook Balance, please provide the necessary information in the space provided below.

**In Case of Excess:**

If you have an excess amount, please provide the necessary information in the space provided below.

---

**Authorized Transaction:**

All transactions are authorized and are subject to review. If you have any questions or concerns regarding the account, please contact your bank immediately.

---

**Signature:**

Check signature for authorization.

---

**C.O.E. Schweikert 005568**

---

**CMA 0598**

---

**16-223A_0710**
### Checks Paid

<table>
<thead>
<tr>
<th>Payee</th>
<th>Amount</th>
<th>Cleared by</th>
<th>Amount</th>
<th>Cleared by</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Checks Paid:** $11,668.19

---

### ATM & Debit Card Withdrawals

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
<th>Cleared by</th>
<th>Amount</th>
<th>Cleared by</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/30</td>
<td>Receiving Direct Purchase 1007 direct deposit 100720383 NA Correspondence</td>
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<tr>
<td>04/24</td>
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<tr>
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<tr>
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</tr>
<tr>
<td>04/24</td>
<td>Receiving Direct Purchase 1007 direct deposit 100722401 NA Correspondence</td>
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<td>20.00</td>
</tr>
<tr>
<td>04/24</td>
<td>Receiving Direct Purchase 1007 direct deposit 100722401 NA Correspondence</td>
<td>20.00</td>
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<td>20.00</td>
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</tr>
<tr>
<td>04/24</td>
<td>Receiving Direct Purchase 1007 direct deposit 100722401 NA Correspondence</td>
<td>20.00</td>
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<tr>
<td>04/24</td>
<td>Receiving Direct Purchase 1007 direct deposit 100722401 NA Correspondence</td>
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<tr>
<td>04/24</td>
<td>Receiving Direct Purchase 1007 direct deposit 100722401 NA Correspondence</td>
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<td>04/24</td>
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<tr>
<td>04/24</td>
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<td>20.00</td>
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<td>20.00</td>
<td>20.00</td>
</tr>
<tr>
<td>04/24</td>
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<td>20.00</td>
<td>20.00</td>
<td>20.00</td>
<td>20.00</td>
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<tr>
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<td>Receiving Direct Purchase 1007 direct deposit 100722401 NA Correspondence</td>
<td>20.00</td>
<td>20.00</td>
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<td>20.00</td>
<td>20.00</td>
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<td>04/24</td>
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<td>20.00</td>
<td>20.00</td>
<td>20.00</td>
<td>20.00</td>
</tr>
<tr>
<td>04/24</td>
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<td>20.00</td>
<td>20.00</td>
<td>20.00</td>
</tr>
<tr>
<td>04/24</td>
<td>Receiving Direct Purchase 1007 direct deposit 100722401 NA Correspondence</td>
<td>20.00</td>
<td>20.00</td>
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<td>20.00</td>
<td>20.00</td>
<td>20.00</td>
<td>20.00</td>
</tr>
</tbody>
</table>
### ATM & Debit Card Withdrawals

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020-02-12</td>
<td>Withdrawal Card Purchase 9000 Woodland 90010</td>
<td>15.26</td>
</tr>
<tr>
<td>2020-02-12</td>
<td>Withdrawal Card Purchase 9000 Woodland 90010</td>
<td>10.25</td>
</tr>
<tr>
<td>2020-02-12</td>
<td>Total ATM &amp; Debit Card Withdrawals</td>
<td>25.51</td>
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### Electronic Withdrawals

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<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>2020-02-12</td>
<td>American Express Disburse</td>
<td>24.15</td>
</tr>
<tr>
<td>2020-02-12</td>
<td>Wave Direct</td>
<td>63.00</td>
</tr>
<tr>
<td>2020-02-12</td>
<td>Total Electronic Withdrawals</td>
<td>87.15</td>
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</table>

### Daily Ending Balance

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020-02-12</td>
<td>350,000.00</td>
</tr>
<tr>
<td>2020-02-13</td>
<td>350,000.00</td>
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<td>2020-02-14</td>
<td>350,000.00</td>
</tr>
<tr>
<td>2020-02-15</td>
<td>350,000.00</td>
</tr>
</tbody>
</table>

### Service Charge Summary

- Maintenance Fee: $0.00
- Paper Statement Fee: $0.00
- Other Service Charges: $0.00
- Total Service Charges: $0.00

Your monthly maintenance fee of $0.00 has been waived because you maintained an average balance of $15,000 in checking and an overall average balance of $30,000 in checking, savings, and money market balances.
# SERVICE CHARGE SUMMARY

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Balance</th>
<th>Deposits</th>
<th>Credits</th>
<th>Checks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weekly Fee</td>
<td>35.00</td>
<td>35.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Payroll</td>
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<td>0.00</td>
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<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Transfer</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Total Service Charge</td>
<td>35.00</td>
<td>35.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
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</table>

# SERVICE CHARGE DETAIL

<table>
<thead>
<tr>
<th>Account</th>
<th>Voucher</th>
<th>Check No</th>
<th>Amount</th>
<th>Checks</th>
</tr>
</thead>
<tbody>
<tr>
<td>12345</td>
<td>001</td>
<td>0000000</td>
<td>35.00</td>
<td>0.00</td>
</tr>
<tr>
<td>67890</td>
<td>002</td>
<td>1234567</td>
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<td>0.00</td>
</tr>
<tr>
<td>01234</td>
<td>003</td>
<td>7890123</td>
<td>0.00</td>
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<tr>
<td>45678</td>
<td>004</td>
<td>4567890</td>
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</table>

Total Service Charge: $35.00
### Chase Statement

**Step 1:** Balance: $____________

**Step 2:**

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Step 3:** Total: $____________

**Step 4:**

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Step 5:** Balance: $____________

---

**Chase Consumer Bank, N.A. Member FDIC**

**Coe, Schweikert 005574**
### DEPOSITS AND ADDITIONS (Continued)

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
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</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

### CHECKS PAID

<table>
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<tr>
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<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

Total Deposits and Additions: $153,873.84

Page 3/3
### Daily Ending Balance

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/1</td>
<td>$123,979.00</td>
</tr>
<tr>
<td>12/2</td>
<td>$121,050.00</td>
</tr>
<tr>
<td>12/3</td>
<td>$112,895.00</td>
</tr>
<tr>
<td>12/4</td>
<td>$109,740.00</td>
</tr>
<tr>
<td>12/5</td>
<td>$106,585.00</td>
</tr>
<tr>
<td>12/6</td>
<td>$103,430.00</td>
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<tr>
<td>12/7</td>
<td>$100,275.00</td>
</tr>
<tr>
<td>12/8</td>
<td>$97,120.00</td>
</tr>
<tr>
<td>12/9</td>
<td>$93,965.00</td>
</tr>
<tr>
<td>12/10</td>
<td>$90,810.00</td>
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<tr>
<td>12/11</td>
<td>$87,655.00</td>
</tr>
<tr>
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<td>$84,500.00</td>
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<tr>
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<td>$81,345.00</td>
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<td>12/14</td>
<td>$78,190.00</td>
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<td>12/15</td>
<td>$75,035.00</td>
</tr>
<tr>
<td>12/16</td>
<td>$71,880.00</td>
</tr>
</tbody>
</table>

### Service Charge Summary

- Maintenance Fee: $0.00
- Excess Postal Fees: $0.00
- Other Service Charges: $0.00
- Total Service Charges: $0.00

Total transactions: 207

### Service Charge Detail

<table>
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<tr>
<th>Transaction Type</th>
<th>Volume</th>
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<td>Deposit</td>
<td>15</td>
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<tr>
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<td>Transaction Type</td>
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<td>------------------</td>
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<td>-------</td>
</tr>
<tr>
<td>Service Charge</td>
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<tr>
<td>Annual Fee</td>
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<tr>
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</tr>
<tr>
<td>Total</td>
<td>517.00</td>
<td></td>
</tr>
</tbody>
</table>
Important information about your Chase Business Checking Account:

Starting November 1, 2011, we are requiring that you use your Chase ATM and debit card
transaction history fee to cover the cost of new or replacement cards issued in connection
with your Chase ATM and debit card transaction services authorized by each successive
account holder.

Please note that any ATM or debit card transaction fees paid by your account holder:
November 1, 2011 will be added to the new account. The ATM and debit card
transaction fees will continue to apply to all of your ATM and debit card transactions authorized by each successive
account holder.

For all questions, please call 1-800-432-4335.

We are making some changes that affect Chase personal and business checking, savings
and credit card accounts. (See below for a summary of changes and implications.) If you have any questions, please
refer to the information and keep this as reference with your other financial statements.

Please visit our website at www.chase.com/ask.

For checking and savings accounts, all changes are effective on February 1, 2012.

For credit card accounts, all changes are effective as of the date of this statement.

CHECKING SUMMARY

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>Beginning Balance</td>
<td>$20,500.00</td>
</tr>
<tr>
<td>Deposits and Withdrawals</td>
<td></td>
</tr>
<tr>
<td>Checks</td>
<td>1,119.10</td>
</tr>
<tr>
<td>ATM &amp; Debit Card Withdraws</td>
<td>164.93</td>
</tr>
<tr>
<td>Electronic Withdrawals</td>
<td>567.42</td>
</tr>
<tr>
<td>Fees and Other Withdraws</td>
<td>103.97</td>
</tr>
<tr>
<td>Ending Balance</td>
<td>$21,440.97</td>
</tr>
</tbody>
</table>

Effective Date: 25-Jun-10

Signature: JQG

CHASE

1411 Madison Ave
New York, NY 10022

CustServ: 1-800-852-7225

Phone (800) 852-7225

Web site: Chase.com

Statement Date: November 01, 2011
Note: Ensure your checkbook register is up to date with all transactions to avoid any errors. Here's how you can print your checkbook register:

1. Write in the Ending Balance shown on this statement:
   Step 1 Balance: ________________

2. List and total all checks, ATM withdrawals, and other debits not shown on this statement:

<table>
<thead>
<tr>
<th>Check Number</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Step 2 Total: ________________

3. Add Step 2 Total to Step 1 Balance:
   Step 3 Total: ________________

4. List and total all checks, ATM withdrawals, and other credits not shown on this statement:

<table>
<thead>
<tr>
<th>Check Number</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Step 4 Total: ________________

5. Subtract Step 4 Total from Step 3 Total. This should match your Checkbook Balance:
   ________________
### DEPOSITS AND ADDITIONS

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/04</td>
<td>Chase Direct Deposit</td>
<td>1,000.00</td>
</tr>
<tr>
<td>10/05</td>
<td>Deposit</td>
<td>2,000.00</td>
</tr>
<tr>
<td>10/06</td>
<td>Direct Deposit</td>
<td>3,000.00</td>
</tr>
<tr>
<td>10/07</td>
<td>Deposit</td>
<td>4,000.00</td>
</tr>
<tr>
<td>10/08</td>
<td>Direct Deposit</td>
<td>5,000.00</td>
</tr>
<tr>
<td>10/09</td>
<td>Deposit</td>
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<tr>
<td>10/10</td>
<td>Direct Deposit</td>
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<td>Deposit</td>
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### CHECKS PAID

<table>
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<th>Description</th>
<th>Amount</th>
</tr>
</thead>
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<tr>
<td>10/04</td>
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<td>5,000.00</td>
</tr>
<tr>
<td>10/09</td>
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</tbody>
</table>

Total Deposits and Additions: $25,000.00
Total Checks Paid: $15,000.00
<table>
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<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>ATM &amp; Debit Card Withdrawals</td>
<td></td>
</tr>
<tr>
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<td>Total ATM Withdrawals &amp; Deposits</td>
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</tr>
<tr>
<td></td>
<td>Total Cash Deposits</td>
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</tr>
<tr>
<td></td>
<td>Total Cash Withdrawals</td>
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</tr>
<tr>
<td></td>
<td>ATM &amp; Debit Card Totals</td>
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<tr>
<td></td>
<td>Total ATM Withdrawals &amp; Deposits</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>Total Cash Deposits</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>Total Cash Withdrawals</td>
<td>$150.00</td>
</tr>
<tr>
<td></td>
<td>Electronic Withdrawals</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Electronic Withdrawals</td>
<td>$857.42</td>
</tr>
<tr>
<td></td>
<td>Fees and Other Withdrawals</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Fees &amp; Other Withdrawals</td>
<td>$150.00</td>
</tr>
</tbody>
</table>

**Total:** $1657.42
<table>
<thead>
<tr>
<th>Date</th>
<th>Reference</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020-05-10</td>
<td></td>
<td>Service Charge</td>
<td>$125</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Transaction</td>
<td>$100</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Transaction</td>
<td>$50</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Transaction</td>
<td>$20</td>
</tr>
</tbody>
</table>

**Total: $250**
## Checking Summary

<table>
<thead>
<tr>
<th>Account</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Balance</td>
<td>$10,499.97</td>
<td></td>
</tr>
<tr>
<td>Deposits and Additions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Check (5)</td>
<td>-17,687.30</td>
<td></td>
</tr>
<tr>
<td>ATM and Debit Card Charges</td>
<td>-4,321.11</td>
<td></td>
</tr>
<tr>
<td>Total Deposits and Additions</td>
<td>-22,008.41</td>
<td></td>
</tr>
<tr>
<td>Ending Balance</td>
<td>$9,481.56</td>
<td></td>
</tr>
</tbody>
</table>

## Deposits and Additions

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/20</td>
<td>Paycheck Direct Deposit</td>
<td>1,000.00</td>
</tr>
<tr>
<td>1/25</td>
<td>Direct Deposit</td>
<td>700.00</td>
</tr>
<tr>
<td>1/25</td>
<td>Direct Deposit</td>
<td>700.00</td>
</tr>
<tr>
<td>1/25</td>
<td>Direct Deposit</td>
<td>700.00</td>
</tr>
<tr>
<td>1/25</td>
<td>Direct Deposit</td>
<td>700.00</td>
</tr>
<tr>
<td>1/25</td>
<td>Direct Deposit</td>
<td>700.00</td>
</tr>
<tr>
<td>1/25</td>
<td>Direct Deposit</td>
<td>700.00</td>
</tr>
</tbody>
</table>

Total Deposits: $4,300.00
<table>
<thead>
<tr>
<th>Date</th>
<th>Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>08/30/19</td>
<td>Deposit</td>
<td>4,250.00</td>
</tr>
<tr>
<td>09/01/19</td>
<td>Deposit</td>
<td>3,500.00</td>
</tr>
<tr>
<td>09/02/19</td>
<td>Deposit</td>
<td>3,050.00</td>
</tr>
<tr>
<td>09/03/19</td>
<td>Deposit</td>
<td>2,500.00</td>
</tr>
<tr>
<td>09/04/19</td>
<td>Deposit</td>
<td>2,000.00</td>
</tr>
<tr>
<td>09/05/19</td>
<td>Deposit</td>
<td>1,500.00</td>
</tr>
<tr>
<td>09/06/19</td>
<td>Deposit</td>
<td>1,000.00</td>
</tr>
<tr>
<td>09/07/19</td>
<td>Deposit</td>
<td>500.00</td>
</tr>
<tr>
<td>09/08/19</td>
<td>Deposit</td>
<td>50.00</td>
</tr>
<tr>
<td>Total Deposits and Additions</td>
<td></td>
<td>$10,749.00</td>
</tr>
</tbody>
</table>
### CHECKS PAID

<table>
<thead>
<tr>
<th>CHECK #</th>
<th>PAYEE NAME</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1249</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1250</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1251</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Checks Paid: $1249.99

---

### ATM & DEBIT CARD WITHDRAWALS

<table>
<thead>
<tr>
<th>DATE</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Reimbursement Card Payment</td>
<td>1249.99</td>
</tr>
<tr>
<td></td>
<td>Cash Withdrawal</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Cash Withdrawal</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Cash Withdrawal</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Cash Withdrawal</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Cash Withdrawal</td>
<td></td>
</tr>
</tbody>
</table>

Total ATM & Debit Card Withdrawals: $1249.99

---

### ATM & DEBIT CARD SUMMARY

<table>
<thead>
<tr>
<th>Card Withdrawal</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total ATM Withdrawal</td>
<td></td>
<td>1249.99</td>
</tr>
<tr>
<td>Total Cash Withdrawals</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Debit Withdrawals</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

COE.SCHWEIKERT.005588
### CHASE

#### Total Card Purchases:
- Amount: $5,681.95

#### Total Card Credits:
- Amount: $0.00

#### ATM & Cash Card Withdrawals:
- Total: $0.00

#### Total ATM Withdrawals & Debits:
- Amount: $0.00

#### TOTAL ELEETRONIC WITHDRAWALS:
- Total Electronic Withdrawals: $2,019.77

#### FEES AND OTHER WITHDRAWALS:
- Service Charges for the Month of November: $22.90

#### DAILY ENDING BALANCE:

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Method</th>
<th>Account</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/01</td>
<td>$205,026.42</td>
<td>12/15</td>
<td>$203,026.42</td>
</tr>
<tr>
<td>12/12</td>
<td>$205,026.42</td>
<td>12/15</td>
<td>$203,026.42</td>
</tr>
<tr>
<td>12/13</td>
<td>$205,026.42</td>
<td>12/15</td>
<td>$203,026.42</td>
</tr>
<tr>
<td>12/14</td>
<td>$205,026.42</td>
<td>12/15</td>
<td>$203,026.42</td>
</tr>
<tr>
<td>12/15</td>
<td>$205,026.42</td>
<td>12/15</td>
<td>$203,026.42</td>
</tr>
<tr>
<td>12/16</td>
<td>$205,026.42</td>
<td>12/15</td>
<td>$203,026.42</td>
</tr>
<tr>
<td>12/17</td>
<td>$205,026.42</td>
<td>12/15</td>
<td>$203,026.42</td>
</tr>
<tr>
<td>12/18</td>
<td>$205,026.42</td>
<td>12/15</td>
<td>$203,026.42</td>
</tr>
<tr>
<td>12/19</td>
<td>$205,026.42</td>
<td>12/15</td>
<td>$203,026.42</td>
</tr>
<tr>
<td>12/20</td>
<td>$205,026.42</td>
<td>12/15</td>
<td>$203,026.42</td>
</tr>
<tr>
<td>12/21</td>
<td>$205,026.42</td>
<td>12/15</td>
<td>$203,026.42</td>
</tr>
</tbody>
</table>

#### SERVICE CHARGE SUMMARY:

- None, $0.00

---

**COE.SCHWEIKERT.005589**

**CBA_D057**

**18-2294_0787**
CHASE

December 01, 2011 to November 30, 2011
Account Number: [Redacted]

SERVICE CHARGE SUMMARY

- Insurance Fee
- Service Charge
- Transaction Charge
- Total Service Charge

Your monthly minimum balance fee of $6.00 has been waived because you maintained an average balance of $12,000 with a service charge of $5.00 and an equipment balance of $600.00. In total, your service charge is $5.00.

TRANSACTIONS AND PAYMENTS DETAILS

- Checks
- Deposit
- Cashed
- Total

Your account now shows up to $10,000.00 in checks, deposits, and cashed slips per statement period. Your interest was recorded for the quarter and $5.00.

SERVICE CHARGE DETAIL

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>VOLUME</th>
<th>AMOUNT</th>
<th>CHARGED</th>
<th>PREMIUM</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sapphire Visa Max Pay</td>
<td>2</td>
<td>$49.99</td>
<td>$49.99</td>
<td>$49.99</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>794</td>
<td>$1,354</td>
<td>$1,354</td>
<td>$1,354</td>
<td></td>
</tr>
</tbody>
</table>

ACCOUNT HISTORICAL

<table>
<thead>
<tr>
<th>ACCOUNT</th>
<th>VOLUME</th>
<th>AMOUNT</th>
<th>CHARGED</th>
<th>PREMIUM</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>794</td>
<td>$1,354</td>
<td>$1,354</td>
<td>$1,354</td>
<td></td>
</tr>
</tbody>
</table>

COE.SCHWEIKERT.005590

CBA_00558
18.2254_078
### CHECKING SUMMARY

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Balance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Checkings</td>
<td>30</td>
<td>30</td>
</tr>
<tr>
<td>Chase Pncl</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Chase Cash (Pre-Clear)</td>
<td>10</td>
<td>1,000.00</td>
</tr>
<tr>
<td>Statement withdraw</td>
<td>10</td>
<td>1,000.00</td>
</tr>
<tr>
<td>Routing/Check Withdraw</td>
<td>1</td>
<td>1.73</td>
</tr>
<tr>
<td>Ending Balance</td>
<td>92</td>
<td>5,998.85</td>
</tr>
</tbody>
</table>

### DEPOSITS AND ADDITIONS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Settlement Deposit</td>
<td></td>
<td>5,998.85</td>
</tr>
<tr>
<td>Deposit</td>
<td>1,000.00</td>
<td>1,000.00</td>
</tr>
<tr>
<td>Non-Settlement Deposit</td>
<td>7,000.00</td>
<td>7,000.00</td>
</tr>
<tr>
<td>Non-Settlement Deposit</td>
<td>2,000.00</td>
<td>2,000.00</td>
</tr>
<tr>
<td>Non-Settlement Deposit</td>
<td>3,214.40</td>
<td>3,214.40</td>
</tr>
<tr>
<td>Non-Settlement Deposit</td>
<td>1,185.00</td>
<td>1,185.00</td>
</tr>
<tr>
<td>Non-Settlement Deposit</td>
<td>122.99</td>
<td>122.99</td>
</tr>
<tr>
<td>Non-Settlement Deposit</td>
<td>1,000.00</td>
<td>1,000.00</td>
</tr>
<tr>
<td>Non-Settlement Deposit</td>
<td>4,000.00</td>
<td>4,000.00</td>
</tr>
<tr>
<td>Non-Settlement Deposit</td>
<td>10.00</td>
<td>10.00</td>
</tr>
<tr>
<td>Non-Settlement Deposit</td>
<td>10.00</td>
<td>10.00</td>
</tr>
<tr>
<td>Non-Settlement Deposit</td>
<td>10.00</td>
<td>10.00</td>
</tr>
<tr>
<td>Non-Settlement Deposit</td>
<td>10.00</td>
<td>10.00</td>
</tr>
</tbody>
</table>
1. Write in the Closing Balance shown on this statement: $__________

2. List and total all deposits & withdrawals on this statement:

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>From</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
</table>

Step 1 Total: $__________

3. Add Step 1 Total to Step 1 Balance.

Step 2 Total: $__________

4. List and total all checks, ATM withdrawals, debit card purchases and other withdrawals not shown on this statement:

<table>
<thead>
<tr>
<th>Check Number</th>
<th>Date</th>
<th>Amount</th>
<th>Check Number</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
</table>

Step 3 Total: $__________

5. Subtract Step 4 Total from Step 2 Total. This should match your Checkbook Balance: $__________
### Deposits and Additions

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/05</td>
<td>Checks</td>
<td>92,019</td>
</tr>
<tr>
<td>01/06</td>
<td>Checks</td>
<td>52,000</td>
</tr>
<tr>
<td>01/07</td>
<td>Checks</td>
<td>8,850</td>
</tr>
<tr>
<td>01/08</td>
<td>Checks</td>
<td>5,035</td>
</tr>
<tr>
<td>01/09</td>
<td>Checks</td>
<td>3,365</td>
</tr>
<tr>
<td>01/10</td>
<td>Public Settlement Draft</td>
<td>10,00</td>
</tr>
</tbody>
</table>

Total Deposits and Additions: $157,919.09

### Checks Paid

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/09</td>
<td>Checks</td>
<td>990.00</td>
</tr>
<tr>
<td>01/10</td>
<td>Checks</td>
<td>2,607.29</td>
</tr>
<tr>
<td>01/11</td>
<td>Checks</td>
<td>8,752.85</td>
</tr>
<tr>
<td>01/12</td>
<td>Checks</td>
<td>365.00</td>
</tr>
<tr>
<td>01/13</td>
<td>Checks</td>
<td>11.87</td>
</tr>
<tr>
<td>01/14</td>
<td>Checks</td>
<td>21.49</td>
</tr>
<tr>
<td>01/15</td>
<td>Checks</td>
<td>141.96</td>
</tr>
<tr>
<td>01/16</td>
<td>Checks</td>
<td>500.10</td>
</tr>
<tr>
<td>01/17</td>
<td>Checks</td>
<td>2,540.00</td>
</tr>
<tr>
<td>01/18</td>
<td>Checks</td>
<td>4,000.00</td>
</tr>
</tbody>
</table>

Total Checks Paid: $35,947.36

### ATM & Debit Card Withdrawals

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/05</td>
<td>Checks</td>
<td>69.00</td>
</tr>
<tr>
<td>01/06</td>
<td>Checks</td>
<td>22.00</td>
</tr>
<tr>
<td>01/07</td>
<td>Checks</td>
<td>11.87</td>
</tr>
<tr>
<td>01/08</td>
<td>Checks</td>
<td>14.99</td>
</tr>
<tr>
<td>01/09</td>
<td>Checks</td>
<td>141.96</td>
</tr>
<tr>
<td>01/10</td>
<td>Checks</td>
<td>400.00</td>
</tr>
<tr>
<td>01/11</td>
<td>Checks</td>
<td>120.49</td>
</tr>
<tr>
<td>01/12</td>
<td>Checks</td>
<td>381.03</td>
</tr>
<tr>
<td>01/13</td>
<td>Checks</td>
<td>37.49</td>
</tr>
<tr>
<td>01/14</td>
<td>Checks</td>
<td>27.43</td>
</tr>
</tbody>
</table>

Total ATM & Debit Card Withdrawals: $107.05
### ATM & Debit Card Withdrawals

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-01</td>
<td>200.00</td>
</tr>
<tr>
<td>01-15</td>
<td>150.00</td>
</tr>
<tr>
<td>01-20</td>
<td>250.00</td>
</tr>
<tr>
<td>Total</td>
<td>550.00</td>
</tr>
</tbody>
</table>

### ATM & Debit Card Summary

<table>
<thead>
<tr>
<th>Cardholder</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Doe</td>
<td>50.00</td>
</tr>
<tr>
<td>Jane Smith</td>
<td>50.00</td>
</tr>
<tr>
<td>Total</td>
<td>100.00</td>
</tr>
</tbody>
</table>

### Electronic Withdrawals

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-01</td>
<td>500.00</td>
</tr>
<tr>
<td>01-15</td>
<td>150.00</td>
</tr>
<tr>
<td>01-20</td>
<td>250.00</td>
</tr>
<tr>
<td>Total</td>
<td>800.00</td>
</tr>
</tbody>
</table>
# CHASE

## FEES AND OTHER WITHDRAWALS

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## DAILY ENDING BALANCE

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## SERVICE CHARGE SUMMARY

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance Fee</td>
<td>$0.99</td>
</tr>
<tr>
<td>Electronic Product Fee</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other Special Charges</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total Service Charge</td>
<td>$0.99</td>
</tr>
</tbody>
</table>

Your monthly maintenance fee of $0.99 has been waived because you sustained an average balance of $12,215 in checking and/or savings accounts at 06/04/2020 and personal checking, savings, and money market balances.

## CHECKBOOK TRANSACTIONS

<table>
<thead>
<tr>
<th>Description</th>
<th>Number of Transactions</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Checks/Debits</td>
<td>49</td>
<td></td>
</tr>
<tr>
<td>Deposits/Credits</td>
<td>01</td>
<td></td>
</tr>
<tr>
<td>Deposited Items</td>
<td>05</td>
<td></td>
</tr>
<tr>
<td>Total Transactions</td>
<td>54</td>
<td></td>
</tr>
</tbody>
</table>

Chase BusinessPlus Elite shows up to 200 checks, deposits, and deposited items per statement cycle. Your transaction limit for this cycle was 156.
# CHASE

## SERVICE CHARGE DETAIL

<table>
<thead>
<tr>
<th>ACCOUNT</th>
<th>VOLUME</th>
<th>ALLOCATE</th>
<th>SHADE</th>
<th>PRECISED</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Security Deposit</em></td>
<td>123</td>
<td>456</td>
<td>789</td>
<td>10110</td>
<td>123</td>
</tr>
<tr>
<td><em>Cash Withdrawals</em></td>
<td>234</td>
<td>567</td>
<td>890</td>
<td>1230</td>
<td>123</td>
</tr>
<tr>
<td><em>Wire Transfer</em></td>
<td>345</td>
<td>678</td>
<td>901</td>
<td>1234</td>
<td>123</td>
</tr>
</tbody>
</table>

### Amounts

- Security Deposit: $123
- Cash Withdrawals: $123
- Wire Transfer: $123
# Checking Summary

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Balance</td>
<td>$819,025.00</td>
</tr>
<tr>
<td>Deposits and Additions</td>
<td></td>
</tr>
<tr>
<td>Checks (Write)</td>
<td>14</td>
</tr>
<tr>
<td>Checks (Pay)</td>
<td>9</td>
</tr>
<tr>
<td>ATM &amp; Debit Card Withdrawals</td>
<td>10</td>
</tr>
<tr>
<td>Direct Withdrawals</td>
<td></td>
</tr>
<tr>
<td>Ending Balance</td>
<td>112</td>
</tr>
</tbody>
</table>

# Deposits and Additions

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>0502</td>
<td>American Express Settlement</td>
<td>255.00</td>
</tr>
<tr>
<td>0532</td>
<td></td>
<td>15,500.00</td>
</tr>
<tr>
<td>0562</td>
<td></td>
<td>4,050.00</td>
</tr>
<tr>
<td>0572</td>
<td></td>
<td>2,435.00</td>
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<tr>
<td>0592</td>
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<td>7,032.00</td>
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<tr>
<td>0602</td>
<td></td>
<td>474.00</td>
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<td>0606</td>
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<td>563.76</td>
</tr>
<tr>
<td>0608</td>
<td></td>
<td>944.70</td>
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<tr>
<td>0608</td>
<td>American Express Settlement</td>
<td>922.00</td>
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<tr>
<td>0607</td>
<td>Piper Settlement Deposit</td>
<td>580.00</td>
</tr>
<tr>
<td>0607</td>
<td></td>
<td>118.00</td>
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<tr>
<td>0607</td>
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<td>150.00</td>
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<tr>
<td>0610</td>
<td></td>
<td>46.00</td>
</tr>
<tr>
<td>0611</td>
<td></td>
<td>960.00</td>
</tr>
<tr>
<td>0611</td>
<td></td>
<td>4,620.00</td>
</tr>
<tr>
<td>0613</td>
<td></td>
<td>7,800.00</td>
</tr>
<tr>
<td>0613</td>
<td></td>
<td>1,870.00</td>
</tr>
</tbody>
</table>

Total: 14,710.55
CHASE

February 01, 2021
Account Number: 

Note: Ensure your checkbook register is up-to-date with all transactions to ensure whether they are included in your calculation or not.

1. Write in the Ending Balance shown on this statement: $________

2. List and total all deposits & withdrawals not shown on this statement:

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Step 1 Total: $________

3. Add Step 2 Total to Step 1 Balance:

Step 3 Total: $________

4. List and total all checks, ATM withdrawals, debit card purchases and other withdrawals as shown on this statement:

<table>
<thead>
<tr>
<th>Check Number or Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Step 4 Total: $________

5. Subtract Step 4 Total from Step 3 Total. This should match your Checkbook Balance: $________

Paying or receiving for questions about your account? You should include all of the above (or a written copy) when inquiring about the status of your account. Chase will not provide the above information over the phone.

Please note that this statement is your account statement. It does not include any transactions that have been posted and not yet cleared. This statement is a summary of all transactions that have been cleared and all balances that have been updated. We also recommend that you keep this statement for your personal records.

(John Doe, Account Executive)

Page 1 of 1

CBA_0050

10-22-24_07918
### Deposits and Additions

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>1/17</td>
<td>American Express Settlement</td>
<td>$120.00</td>
</tr>
<tr>
<td>1/17</td>
<td>Visa Settlement</td>
<td>$180.00</td>
</tr>
<tr>
<td>1/17</td>
<td>Deposit</td>
<td>$50.00</td>
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<tr>
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<td>$100.00</td>
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<tr>
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<td>Deposit</td>
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<tr>
<td>1/17</td>
<td>Deposit</td>
<td>$400.00</td>
</tr>
<tr>
<td>1/17</td>
<td>Deposit</td>
<td>$450.00</td>
</tr>
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<td>1/17</td>
<td>Deposit</td>
<td>$500.00</td>
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<tr>
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<td>Deposit</td>
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<td>1/17</td>
<td>Deposit</td>
<td>$900.00</td>
</tr>
<tr>
<td>1/17</td>
<td>Deposit</td>
<td>$950.00</td>
</tr>
<tr>
<td>1/17</td>
<td>Total Deposits and Additions</td>
<td>$951,936.76</td>
</tr>
</tbody>
</table>

Subtotal: $951,936.76
**CHARGE**

**CHECKS PAID**

<table>
<thead>
<tr>
<th>CHECK NO</th>
<th>DATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1000</td>
<td>03/01/2020</td>
<td>500.00</td>
</tr>
<tr>
<td>1001</td>
<td>03/02/2020</td>
<td>500.00</td>
</tr>
<tr>
<td>1002</td>
<td>03/03/2020</td>
<td>500.00</td>
</tr>
<tr>
<td>1003</td>
<td>03/04/2020</td>
<td>500.00</td>
</tr>
</tbody>
</table>

Total Checks Paid: **$1,500.00**

**ATM & DEBIT CARD WITHDRAWALS**

<table>
<thead>
<tr>
<th>DATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/05/2020</td>
<td>500.00</td>
</tr>
<tr>
<td>03/06/2020</td>
<td>500.00</td>
</tr>
<tr>
<td>03/07/2020</td>
<td>500.00</td>
</tr>
</tbody>
</table>

Total ATM & Debit Card Withdrawals: **$1,500.00**
## ATM & DEBIT CARD WITHDRAWALS

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Cash Withdrawal from Chase ATM in Park Ridge, Illinois</td>
<td>$1.29</td>
</tr>
<tr>
<td>02/02</td>
<td>Cash Withdrawal from Chase ATM in Park Ridge, Illinois</td>
<td>$2,040.71</td>
</tr>
<tr>
<td>02/07</td>
<td>Cash Withdrawal from Chase ATM in Park Ridge, Illinois</td>
<td>$1.29</td>
</tr>
<tr>
<td>02/07</td>
<td>Cash Withdrawal from Chase ATM in Park Ridge, Illinois</td>
<td>$132.10</td>
</tr>
<tr>
<td>02/07</td>
<td>Cash Withdrawal from Chase ATM in Park Ridge, Illinois</td>
<td>$2,040.71</td>
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<tr>
<td>02/07</td>
<td>Cash Withdrawal from Chase ATM in Park Ridge, Illinois</td>
<td>$1.29</td>
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<tr>
<td>02/07</td>
<td>Cash Withdrawal from Chase ATM in Park Ridge, Illinois</td>
<td>$2,040.71</td>
</tr>
<tr>
<td>02/07</td>
<td>Cash Withdrawal from Chase ATM in Park Ridge, Illinois</td>
<td>$1.29</td>
</tr>
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## ATM & DEBIT CARD SUMMARY

<table>
<thead>
<tr>
<th>Card</th>
<th>Total ATM Withdrawals &amp; Debits</th>
<th>Total Cash Purchases</th>
<th>Total Card Credits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department</td>
<td>$1,262.14</td>
<td>$1,262.14</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other</td>
<td>$1.29</td>
<td>$1.29</td>
<td>$0.00</td>
</tr>
<tr>
<td>John Doe</td>
<td>$1.29</td>
<td>$1.29</td>
<td>$0.00</td>
</tr>
<tr>
<td>Jane Smith</td>
<td>$1.29</td>
<td>$1.29</td>
<td>$0.00</td>
</tr>
<tr>
<td>John Doe</td>
<td>$1.29</td>
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<td>$0.00</td>
</tr>
<tr>
<td>Jane Smith</td>
<td>$1.29</td>
<td>$1.29</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

## Notes

- The total amount of ATM & Debit Card Transactions is $1,262.14.
### ELECTRONIC WITHDRAWALS

<table>
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<th>Amount</th>
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</thead>
<tbody>
<tr>
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<td>$300.14</td>
</tr>
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<td>01/25/2018</td>
<td>$450.00</td>
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<td>01/31/2018</td>
<td>$110.00</td>
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<tr>
<td>02/01/2018</td>
<td>$50.00</td>
</tr>
<tr>
<td>02/05/2018</td>
<td>$110.00</td>
</tr>
<tr>
<td>02/25/2018</td>
<td>$100.00</td>
</tr>
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<td>$316.00</td>
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</table>

**Total Electronic Withdrawals:** $3,150.00

### DAILY ENDING BALANCE

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</thead>
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<tr>
<td>01/14/2018</td>
<td>$495.00</td>
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<tr>
<td>01/15/2018</td>
<td>$495.00</td>
</tr>
<tr>
<td>01/16/2018</td>
<td>$495.00</td>
</tr>
<tr>
<td>01/17/2018</td>
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<td>$495.00</td>
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<tr>
<td>01/19/2018</td>
<td>$495.00</td>
</tr>
<tr>
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<td>$495.00</td>
</tr>
<tr>
<td>01/21/2018</td>
<td>$495.00</td>
</tr>
<tr>
<td>01/22/2018</td>
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<td>$495.00</td>
</tr>
<tr>
<td>01/27/2018</td>
<td>$495.00</td>
</tr>
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<td>01/28/2018</td>
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<td>$495.00</td>
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<tr>
<td>01/30/2018</td>
<td>$495.00</td>
</tr>
<tr>
<td>01/31/2018</td>
<td>$495.00</td>
</tr>
</tbody>
</table>

**Total Service Charges:** $17.00

**Service Charge Summary**

- Maintenance Fees: $5.00
- Waived by checking relationship balance
- Other Service Charges: $12.00
- Total Service Charges: $17.00
# CHASE

**SERVICE CHARGE SUMMARY (continued)**

<table>
<thead>
<tr>
<th>Service Charge</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
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<td></td>
<td>Fee in effect 7/18/2014</td>
<td>$155.00</td>
</tr>
<tr>
<td></td>
<td>Optional</td>
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<td></td>
<td>Professional Services Fee</td>
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</tr>
<tr>
<td></td>
<td>Total Service Charge</td>
<td>$280.00</td>
</tr>
</tbody>
</table>

Chase Services Fee: $280.00

**SERVICE CHARGE DETAIL**

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Service Charge Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>ACCURATE PAYMENTS CHARGE</td>
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**Account Information**

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Service Charge Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Accurate Payments Charge</td>
</tr>
</tbody>
</table>

**Total Service Charge**

- **Accurate Payments Charge:** $280.00
- **Total Service Charge:** $280.00

---

**COE.SCHWEIKERT.005603**

---

**C3A_08171**

---

**15.B23A_081**
<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/08</td>
<td>American Express Statement</td>
<td>760.70</td>
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<tr>
<td>3/17</td>
<td>Visa-Statement Deposit</td>
<td>690.30</td>
</tr>
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<td>3/19</td>
<td>Visa-Statement Deposit</td>
<td>192.70</td>
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<td>3/20</td>
<td>Visa-Statement Deposit</td>
<td>18.10</td>
</tr>
<tr>
<td>3/21</td>
<td>Visa-Statement Deposit</td>
<td>47.20</td>
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<tr>
<td>3/22</td>
<td>Visa-Statement Deposit</td>
<td>222.00</td>
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<td>Visa-Statement Deposit</td>
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<td>3/26</td>
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<td>Visa-Statement Deposit</td>
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<td>Visa-Statement Deposit</td>
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<tr>
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<td>5/03</td>
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## Checks Paid

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Total Checks Paid: $14,104.74

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## ATM & Debit Card Withdrawals

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Total Withdrawals: $5,000.00
### ATM & Debit Card Withdrawals

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Total ATM & Debit Card Withdrawals: $1,739.64

### ATM & Debit Card Summary

**Jock Schweikert:**
- Total ATM Withdrawals & Deposits: $0.00
- Total Cash Withdrawals: $2,759.72
- Total Cash Deposits: $0.00

**Jock R Schweikert:**
- Total ATM Withdrawals & Deposits: $0.00
- Total Cash Withdrawals: $52.30
- Total Cash Deposits: $0.00

**Jock Schweikert:**
- Total ATM Withdrawals & Deposits: $0.00
- Total Cash Withdrawals: $3,148.34
- Total Cash Deposits: $0.00

**ATM & Debit Card Totals:**
- Total ATM Withdrawals & Deposits: $0.00
- Total Cash Withdrawals: $5,908.04
- Total Cash Deposits: $0.00
## ELECTRONIC WITHDRAWALS

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Total Electronic Withdrawals: $1,860.00

## FEES AND OTHER WITHDRAWALS

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Total Fees and Other Withdrawals: $115.40

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## SERVICE CHARGE SUMMARY

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### CHASE

**SERVICE CHARGE SUMMARY**

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<td>Excess Paid/Out</td>
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Your monthly maintenance fee of $22.68 has been waived because you maintained an average balance of $1,250 in checking and a combined average balance of $10,000 in linked business and personal checking, savings, credit, and investment balances.

### SERVICE CHARGE DETAILS

**ACCOUNT 1**

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**ACCOUNT 2**

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**ACCOUNT 3**

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1272
Page 1

Checking Summary

Beginning Balance
Deposits and Additions
Checks
Cash

Debit
Credit

Ending Balance

Total

$476,855.07

36

$19,357.50

10

$26,771.00

38

$443,209.91

$3,035.00

$140.00

$420.00

$219.00

$110.00

$179.00

$150.00

$150.00

$150.00
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## Checks Paid

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<tr>
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## AT&T DEBIT CARD WITHDRAWALS

<table>
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<th>DESCRIPTION</th>
<th>AMOUNT</th>
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<tr>
<td>5663</td>
<td>CHASE</td>
<td>1276</td>
</tr>
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**Total AT&T & Debit Card Withdrawals:**

| TOTAL     | 1276 |

---

COE.SCHWEIKERT.005615

CDA_0013

16.2334_0613
<table>
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<tr>
<th>CHASE</th>
<th>Oct 30, 2013 through April 30, 2017</th>
</tr>
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<td>David Schweikert, Cert</td>
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<td>Total ATM Withdrawals &amp; Deposits</td>
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<td>Total Credit/Debit</td>
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<td>Total Debit/Credit</td>
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<td>Asian W. Long</td>
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<td>Total Debit/Credit</td>
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<td>Total ATM Withdrawals &amp; Deposits</td>
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<td>Total Credit/Debit</td>
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<td>Total Debit/Credit</td>
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<td>ATM &amp; Debit/Credit Total</td>
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<td>Total ATM Withdrawals &amp; Deposits</td>
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<tr>
<td>Total Credit/Debit</td>
<td>$50.00</td>
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**ELECTRONIC WITHDRAWALS**

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<th>Amount</th>
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<tbody>
<tr>
<td>AT&amp;T Online Wire Transfer, For:</td>
<td>$4008.00</td>
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<tr>
<td>Pay My Bills</td>
<td>14216.00</td>
</tr>
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<td>Total Electronic Withdrawals</td>
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**FEES AND OTHER WITHDRAWALS**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Bank of America</td>
<td>$7.30</td>
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<tr>
<td>Ink Charges</td>
<td>498.54</td>
</tr>
<tr>
<td>Total Fees &amp; Other Withdrawals</td>
<td>$9984.00</td>
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</table>

Coe.Schweikert.005616  Cda_0034  15-2339_0014
### Daily Ending Balance

<table>
<thead>
<tr>
<th>DATE</th>
<th>AMOUNT</th>
<th>DATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>04/02</td>
<td>595,719.29</td>
<td>04/17</td>
<td>442,674.93</td>
</tr>
<tr>
<td>04/03</td>
<td>953,872.46</td>
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<td>444,598.20</td>
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<td>04/14</td>
<td>695,529.36</td>
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<td>442,814.31</td>
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<td>04/20</td>
<td>442,754.33</td>
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<td>04/16</td>
<td>496,894.61</td>
<td>04/21</td>
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<td>04/29</td>
<td>487,354.68</td>
<td>04/24</td>
<td>444,736.35</td>
</tr>
<tr>
<td>04/30</td>
<td>428,296.46</td>
<td>04/25</td>
<td>447,593.25</td>
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<tr>
<td>07/17</td>
<td>439,341.54</td>
<td>04/26</td>
<td>444,568.58</td>
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<tr>
<td>07/18</td>
<td>421,217.61</td>
<td>04/27</td>
<td>446,655.99</td>
</tr>
<tr>
<td>07/23</td>
<td>432,231.52</td>
<td>04/28</td>
<td>446,525.93</td>
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</tbody>
</table>

### Service Charge Summary

<table>
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<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Maintenance Fee</td>
<td>$0.00</td>
</tr>
<tr>
<td>Service Fee</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total Service Charges</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Your newly calculated monthly fee of $100.00 has been added to your account due to the number of transactions exceeding the annual limit of 200 transactions. The fee applies to each transaction that exceeds the limit of 200 transactions, with a maximum of $100.00 per statement cycle. If the annual limit is exceeded in a statement cycle, a $25.00 fee will be charged for each additional transaction above the limit, with a maximum of $25.00 per statement cycle. The fee will be added to your account balance at the end of each statement cycle.
<table>
<thead>
<tr>
<th>SERVICE CHARGE DETAIL</th>
<th>VOLUME</th>
<th>ALLIED</th>
<th>EXEMPT</th>
<th>PAID</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Service Charge</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$10.10</td>
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<tr>
<td>Processing</td>
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<tr>
<td>Items Declined</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Items Declined</td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>Total Service Charge</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BREAKOUT</th>
<th>VOLUME</th>
<th>ALLIED</th>
<th>EXEMPT</th>
<th>PAID</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item 11</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 12</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

CPE.SCHWEIKERT.005618
<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: Thru the ending balance shown on this statement.

1. Write in the Ending Balance shown on this statement:
   **Step 1 Balance:**

2. List all of deposits & additions not shown on this statement:
   
3. Add Step 2 Total to Step 1 Balance:
   **Step 2 Total:**

4. List and total all checks, ATM withdrawals, debit card purchases and other withdrawals:
   
5. Subtract Step 4 Total from Step 2 Total. This should equal your Checkbook Balance:
   **Step 4 Total:**

---

**Note:** If your checkbook balance does not match the statement balance, please contact your bank. If any transactions are not listed, please contact your bank immediately.
CHASE

Financial Services

Re: Account 

May 06, 2019

Customer Service Information

Phone Number:

Address:

Name:

Account: R-1121

Account Number: 0473456789

Date of Initial Billing:

Balance Due:

Minimum Payment:

Due Date:


No overlimit fees for purchases of $5 or less.

Good news, we're making changes to help you spend less. For purchases of $5 or less that overage your account, we'll no longer charge you an Overlimit Purchase Fee. (P) This will enable us to not charge you anything. Therefore, if your account is overdrawn by $5 or less, it will not result in the balance fee.

The amount of July 20, 2012, will be incorporated into the "Additional Banking Services" as follows:

In the Additional Banking Services and Fees, in the section for "Insufficient Funds, Returned Item, and Stop Payment" fees, the fee descriptions will be changed to:


Additional fees for non-Chase ATM transactions:

Said fees: starting July 20, 2012, we will increase the number of non-Chase ATM fees charged when you perform balance inquiries or account withdrawals at a non-Chase ATM. This increase will be calculated by the same method used by the bank network; all fees are calculated by the number of transactions. Over limit, minimum payment, and due date fees will continue to be charged. Other fees will be charged. If you exceed the number of transactions permitted, there will be an additional charge. This will result in lower fees charged for other fees and an increase in the number of fees charged. Please contact your bank for more information.

These changes will be reflected in your account agreement. All other terms of your account agreement will be the same. If you have any questions, please call us at the telephone number listed on the statement or visit your nearest Chase branch.
## Checking Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Balance</th>
<th>Withdrawals</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Balance</td>
<td>$18,105.90</td>
<td></td>
<td>$18,105.90</td>
</tr>
<tr>
<td>Deposits</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Checks Paid</td>
<td>-25</td>
<td>-3,181.30</td>
<td>-2,929.60</td>
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<tr>
<td>ATM &amp; Cash Card Withdrawals</td>
<td>-25</td>
<td>-4,245.01</td>
<td>-4,245.01</td>
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<tr>
<td>Ending Balance</td>
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<td>$13,750.45</td>
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## Deposits and Additions

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</tr>
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<tr>
<td>Banker's Check</td>
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</tr>
<tr>
<td>Direct Deposit</td>
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</tr>
<tr>
<td>ATM Withdrawal</td>
<td>-1,800.00</td>
</tr>
<tr>
<td>Cash Withdrawal</td>
<td>-1,800.00</td>
</tr>
<tr>
<td>Electronic Transfer</td>
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</tr>
<tr>
<td>Remote Deposit</td>
<td>-1,800.00</td>
</tr>
<tr>
<td>Savings Transfer</td>
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<tr>
<td>Statement Transfer</td>
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<tr>
<td>Mobile Payment</td>
<td>-1,800.00</td>
</tr>
<tr>
<td>Internet Transfer</td>
<td>-1,800.00</td>
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<tr>
<td>Automatic Transfer</td>
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<tr>
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<tr>
<td>Direct Deposit</td>
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<tr>
<td>ATM Withdrawal</td>
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<tr>
<td>Cash Withdrawal</td>
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</tr>
<tr>
<td>Electronic Transfer</td>
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<td>Remote Deposit</td>
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<tr>
<td>Statement Transfer</td>
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<tr>
<td>Mobile Payment</td>
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<tr>
<td>Internet Transfer</td>
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</tr>
<tr>
<td>Automatic Transfer</td>
<td>-1,800.00</td>
</tr>
<tr>
<td>Automatic Withdrawal</td>
<td>-1,800.00</td>
</tr>
<tr>
<td>Direct Deposit</td>
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<tr>
<td>ATM Withdrawal</td>
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<tr>
<td>Cash Withdrawal</td>
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</tr>
<tr>
<td>Electronic Transfer</td>
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</tr>
<tr>
<td>Remote Deposit</td>
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</tr>
<tr>
<td>Statement Transfer</td>
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<tr>
<td>Mobile Payment</td>
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<td>Automatic Transfer</td>
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<tr>
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<tr>
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<td>Statement Transfer</td>
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<td>Mobile Payment</td>
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<tr>
<td>Direct Deposit</td>
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<td>Cash Withdrawal</td>
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<tr>
<td>Electronic Transfer</td>
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<tr>
<td>Remote Deposit</td>
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<tr>
<td>Statement Transfer</td>
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<td>Mobile Payment</td>
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<tr>
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<tr>
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<tr>
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</tr>
<tr>
<td>Internet Transfer</td>
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<tr>
<td>Automatic Transfer</td>
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<tr>
<td>Automatic Withdrawal</td>
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</tr>
<tr>
<td>Direct Deposit</td>
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<tr>
<td>ATM Withdrawal</td>
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<tr>
<td>Cash Withdrawal</td>
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</tr>
<tr>
<td>Electronic Transfer</td>
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</table>
### CHECKS PAID

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<th>Description</th>
</tr>
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<tr>
<td>03/31</td>
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<td>06/30</td>
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<td>08/09</td>
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<tr>
<td>08/25</td>
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**Total Checks Paid:** $591.18

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### ATM & DEBIT CARD WITHDRAWALS

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Description</th>
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</thead>
<tbody>
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<td>06/03</td>
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<td>06/20</td>
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<tr>
<td>06/20</td>
<td>2.43</td>
<td>5026</td>
</tr>
</tbody>
</table>

**Total ATM & Debit Card Withdrawals:** $2,147.76

---

### ATM & DEBIT CARD SUMMARY


---

**C/O E. SCHWEIKERT 055624**
# Chase Bank Statement

### Card Information:
- Card Type: Card Number
- Customer Name: Customer Name
- Expiration Date: Expiration Date

## Account Summary:
- **Balance:** $30,000.00
- **Credit Balance:** $30,000.00
- **Debit Balance:** $30,000.00
- **Total Available:** $30,000.00

## Electronic Withdrawals:

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>02/26/20</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>02/27/20</td>
<td>$1,000.00</td>
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<tr>
<td>02/28/20</td>
<td>$1,000.00</td>
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## Daily Ending Balance:

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/01/20</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>03/02/20</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>03/03/20</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>03/04/20</td>
<td>$30,000.00</td>
</tr>
</tbody>
</table>

---

Coe Schweikert 005625

CBA_0095

16-233A_0623
### Daily Ending Balance (continued)

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
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</thead>
<tbody>
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<td>431,956.72</td>
</tr>
<tr>
<td>06/16</td>
<td>436,206.86</td>
</tr>
<tr>
<td>06/18</td>
<td>415,931.22</td>
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<tr>
<td>06/20</td>
<td>415,931.22</td>
</tr>
<tr>
<td>06/22</td>
<td>420,382.09</td>
</tr>
<tr>
<td>06/24</td>
<td>420,382.09</td>
</tr>
<tr>
<td>06/25</td>
<td>424,590.89</td>
</tr>
<tr>
<td>06/27</td>
<td>424,590.89</td>
</tr>
<tr>
<td>06/29</td>
<td>420,382.09</td>
</tr>
<tr>
<td>06/30</td>
<td>415,931.22</td>
</tr>
</tbody>
</table>

### Service Charge Summary

- **Maintenance Fee**: $0.00 (Waived by maintaining an average balance at $50,000 in checking and savings accounts)
- **Other Service Charges**: $0.00
- **Total Service Charges**: $0.00

### Service Charge Detail

<table>
<thead>
<tr>
<th>Account Activity</th>
<th>Volume</th>
<th>Number</th>
<th>Transaction Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance Fee</td>
<td></td>
<td></td>
<td>06/17</td>
<td>$0.00</td>
</tr>
<tr>
<td>Cheque Derek</td>
<td></td>
<td></td>
<td>06/18</td>
<td>$0.00</td>
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<tr>
<td>Cheque Derek</td>
<td></td>
<td></td>
<td>06/20</td>
<td>$0.00</td>
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<tr>
<td>Cheque Derek</td>
<td></td>
<td></td>
<td>06/22</td>
<td>$0.00</td>
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<tr>
<td>Cheque Derek</td>
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<td></td>
<td>06/24</td>
<td>$0.00</td>
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<tr>
<td>Cheque Derek</td>
<td></td>
<td></td>
<td>06/25</td>
<td>$0.00</td>
</tr>
<tr>
<td>Cheque Derek</td>
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<td>06/27</td>
<td>$0.00</td>
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<tr>
<td>Cheque Derek</td>
<td></td>
<td></td>
<td>06/29</td>
<td>$0.00</td>
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<tr>
<td>Cheque Derek</td>
<td></td>
<td></td>
<td>06/30</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total Service Charge</td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
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</table>
CHASE

SERVICE CHARGE DETAIL

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<thead>
<tr>
<th>Description</th>
<th>MAY 15, 2012</th>
<th>MAY 20, 2012</th>
<th>TOTAL</th>
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<tbody>
<tr>
<td>Cost Shared</td>
<td>$1.99</td>
<td>$1.99</td>
<td>$3.98</td>
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<tr>
<td>Account</td>
<td>25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$3.98</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

COE SCHWEIKERT.005627
We are eliminating the following fees for Business Banking customers:

- You will no longer be charged for
  - Overdrawn Checks
  - Check Processing
  - Stop Draft
  - Overdraft Services

This is another way we’re invest in your business success. Learn more about Chase Business Banking at Chase.com/business banking.

**CHECKING SUMMARY**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Balance</td>
<td>$402,679.65</td>
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<tr>
<td>Checks and Debits</td>
<td>250</td>
</tr>
<tr>
<td>Direct Deposits</td>
<td>7</td>
</tr>
<tr>
<td>ATM &amp; Debit Card Withdrawals</td>
<td>32</td>
</tr>
<tr>
<td>Service Charges</td>
<td>9</td>
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<tr>
<td>Total Fee</td>
<td>189</td>
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<tr>
<td>Ending Balance</td>
<td>$402,590.26</td>
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</table>

**DEPOSITS AND ADDITIONS**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Deposits</td>
<td>2,009.25</td>
</tr>
<tr>
<td>Direct Deposit</td>
<td>622.00</td>
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<tr>
<td>Direct Deposit</td>
<td>406.00</td>
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<tr>
<td>Direct Deposit</td>
<td>5,550.50</td>
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<td>American Express</td>
<td>232.00</td>
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<tr>
<td>Service Charges</td>
<td>98.00</td>
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<tr>
<td>Service Charges</td>
<td>29.00</td>
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<tr>
<td>Credit</td>
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</tr>
<tr>
<td>Direct Deposit</td>
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</table>
### DEPOSITS AND ADDITIONS (Continued)

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/02</td>
<td>401 A.</td>
<td>1,409.45</td>
</tr>
<tr>
<td>01/04</td>
<td>401 A.</td>
<td>1,409.45</td>
</tr>
<tr>
<td>01/07</td>
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</tr>
<tr>
<td>01/21</td>
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<tr>
<td>01/23</td>
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<td>1,409.45</td>
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<td>01/27</td>
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<td>1,409.45</td>
</tr>
<tr>
<td>01/28</td>
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<td>1,409.45</td>
</tr>
<tr>
<td>01/30</td>
<td>401 A.</td>
<td>1,409.45</td>
</tr>
</tbody>
</table>

Total Deposits and Additions: $37,677.00
### Checks Paid

<table>
<thead>
<tr>
<th>Date</th>
<th>Check Number</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>10/04</td>
<td>1200</td>
<td>323.23</td>
</tr>
<tr>
<td>10/05</td>
<td>1201</td>
<td>1,323.53</td>
</tr>
<tr>
<td>10/06</td>
<td>1202</td>
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<td>1203</td>
<td>302.03</td>
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<tr>
<td>10/08</td>
<td>1204</td>
<td>114.83</td>
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</table>

Total Checks Paid: $11,146.35

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### ATM & Debit Card Withdrawals

<table>
<thead>
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<th>Date</th>
<th>Card Number</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
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<td>52311</td>
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</tr>
<tr>
<td>08/05</td>
<td>52312</td>
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<td>52313</td>
<td>129.95</td>
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<tr>
<td>08/07</td>
<td>52314</td>
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<td>129.95</td>
</tr>
<tr>
<td>08/09</td>
<td>52316</td>
<td>129.95</td>
</tr>
<tr>
<td>08/10</td>
<td>52317</td>
<td>129.95</td>
</tr>
<tr>
<td>08/11</td>
<td>52318</td>
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<td>129.95</td>
</tr>
<tr>
<td>08/13</td>
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</tr>
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<td>129.95</td>
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<td>08/16</td>
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<td>08/20</td>
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<td>08/21</td>
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<td>08/23</td>
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<td>129.95</td>
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<td>129.95</td>
</tr>
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<td>129.95</td>
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<td>129.95</td>
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<td>129.95</td>
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<td>129.95</td>
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<tr>
<td>08/31</td>
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<td>129.95</td>
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</table>

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**Note:** All of the above transactions are part of your previous statement.
### ATM & Debit Card Withdrawals

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash Withdrawals</td>
<td>$2,41</td>
</tr>
<tr>
<td>Cash Deposits</td>
<td>$2,41</td>
</tr>
<tr>
<td>Total ATM Withdrawals &amp; Deposits</td>
<td>$4,82</td>
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</tbody>
</table>

### ATM & Debit Card Summary

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash Withdrawals &amp; Deposits</td>
<td>$2,41</td>
</tr>
<tr>
<td>Cash Deposits</td>
<td>$2,41</td>
</tr>
<tr>
<td>Total Cash Deposits</td>
<td>$4,82</td>
</tr>
</tbody>
</table>

### Electronic Withdrawals

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash Withdrawals &amp; Deposits</td>
<td>$2,41</td>
</tr>
<tr>
<td>Cash Deposits</td>
<td>$2,41</td>
</tr>
<tr>
<td>Total Cash Deposits</td>
<td>$4,82</td>
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</table>
### ELECTRONIC WITHDRAWALS

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<th>BANK</th>
<th>MAI</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td>05/04</td>
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<td>335.15</td>
<td>411,378.30</td>
</tr>
<tr>
<td>05/05</td>
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<tr>
<td>05/06</td>
<td>413,000.00</td>
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</tr>
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<td>05/07</td>
<td>414,000.00</td>
<td>400.00</td>
<td>414,400.00</td>
</tr>
<tr>
<td>05/08</td>
<td>415,000.00</td>
<td>400.00</td>
<td>415,400.00</td>
</tr>
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<td>05/09</td>
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<td>400.00</td>
<td>416,400.00</td>
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<td>05/10</td>
<td>417,000.00</td>
<td>400.00</td>
<td>417,400.00</td>
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<tr>
<td>05/11</td>
<td>418,000.00</td>
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<td>05/12</td>
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<td>419,400.00</td>
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<td>05/13</td>
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<tr>
<td>05/14</td>
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### DAILY ENDING BALANCE

<table>
<thead>
<tr>
<th>DATE</th>
<th>INCREASE</th>
<th>DECREASE</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td>05/04</td>
<td>411,043.15</td>
<td>335.15</td>
<td>411,378.30</td>
</tr>
<tr>
<td>05/05</td>
<td>412,000.00</td>
<td>400.00</td>
<td>412,400.00</td>
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<tr>
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<td>05/12</td>
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<tr>
<td>05/14</td>
<td>421,000.00</td>
<td>400.00</td>
<td>421,400.00</td>
</tr>
</tbody>
</table>

### SERVICE CHARGE SUMMARY

- **Maintenance Fee**: $20.00 (waived by checking and relationship balances)
- **Balance Transfer Fee**: $0.00
- **Minimum Sahara Charge**: $0.00
- **Total Service Charges**: $0.00

Your monthly maintenance fee of $20.00 has been waived because you maintained an average balance of $50,000 in the Savings and/or Checking or money market account during the current cycle.

### IMPORTANT TERMS AND CONDITIONS FOR CALCULATION

- Charges Paid / Deposits: 50
- Charges Paid / Withdrawals: -95
- Deposits / Withdrawals: $0.00
- Total Transactions: 000

Chase BusinessPlus Open allows up to 500 checks, deposits, and connections for a statement cycle. Your transactions listed for this cycle were 000.
## CHASE

### SERVICE CHARGE DETAIL

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>VOLUME</th>
<th>ALLOWED</th>
<th>CHARGED</th>
<th>FIXED/UNIT</th>
<th>TOTAL</th>
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<tbody>
<tr>
<td>Domestic Cash Withdrawal</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<td>Foreign Transaction</td>
<td>270</td>
<td>$0.99</td>
<td>$0.99</td>
<td>$0.99</td>
<td>$0.99</td>
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<td>Cash Withdrawal / Domestic Verification</td>
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<td>0.35</td>
<td>0.35</td>
<td>0.35</td>
<td>0.35</td>
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<td>Domestic Cash Deposit / Foreign Transaction</td>
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<td>0.50</td>
<td>0.50</td>
<td>0.50</td>
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<td>67</td>
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<td>0.25</td>
<td>0.25</td>
<td>0.25</td>
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**COE.SCHWEIKERT.005634**

1295
CHASE

1296

COE SCHWEIKERT.005635

CBA_0903

18-0234_0933
### CHECKING SUMMARY

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### DEPOSITS AND ADDITIONS

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## Statement of Account

**CHASE**

### Checks Paid

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**Total Checks Paid**: 3,150.00

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**Total ATM & Debit Card Withdrawals**: 95.00

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**C.O.E. SCHWEIKERT.005640**

**C3A_0060**

**16:223A_0019**
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**FEES AND OTHER WITHDRAWALS**

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**TOTAL E实现 Withdrawals**

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Page 10 of 10
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**Total:** 150.00
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Total Deposits and Additions: $19,217.47

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Total Checks Paid: $13,911.90

*If you receive a suspicion in the Chase Post section, it means that we checked only objectionable information about the check, not the signature or image of the check. As a result, we are not able to return the check to you or otherwise alter it.*

Note: No image of the check may be available for you to view on Chase.com.

### ATM & Debit Card Withdrawals

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Cash Withdrawal</td>
<td>408.00</td>
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<tr>
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New York
## ATM & Debit Card Withdrawals

<table>
<thead>
<tr>
<th>Date</th>
<th>Location</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
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<td>$7.13</td>
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<tr>
<td>08/07/2022</td>
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**Total ATM & Debit Card Withdrawals**: $7,377.00

## ATM & Debit Card Summary

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- **C03A_005650**

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<tbody>
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<td>$0.00</td>
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<tr>
<td>Total Cash Purchases</td>
<td>$0.00</td>
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<tr>
<td>Total Cash Credits</td>
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### Date
- **C03A_08156**

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<td>$0.00</td>
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<tr>
<td>Total Cash Purchases</td>
<td>$0.00</td>
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<td>Total Cash Credits</td>
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### Date
- **C03A_09846**

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<td>$0.00</td>
</tr>
<tr>
<td>Total Cash Purchases</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total Cash Credits</td>
<td>$0.00</td>
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</table>
### Electronic Withdrawals

<table>
<thead>
<tr>
<th>Date</th>
<th>Merchant</th>
<th>Amount</th>
<th>Card Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>08/01</td>
<td>Home Depot</td>
<td>51,897.02</td>
<td>Visa Card</td>
</tr>
<tr>
<td>08/02</td>
<td>Amazon</td>
<td>172,470.04</td>
<td>Visa Card</td>
</tr>
<tr>
<td>08/03</td>
<td>Target</td>
<td>180,374.44</td>
<td>Visa Card</td>
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<tr>
<td>08/04</td>
<td>Walmart</td>
<td>24,717.85</td>
<td>Visa Card</td>
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<tr>
<td>08/05</td>
<td>Best Buy</td>
<td>18,670.70</td>
<td>Visa Card</td>
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### Fees and Other Withdrawals

<table>
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<th>Date</th>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>08/10</td>
<td>Service Charge</td>
<td>50.00</td>
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### DAILY ENDING BALANCE

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<th>Credit</th>
<th>Balance</th>
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<td>0.00</td>
<td>0.00</td>
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<td>08/02</td>
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<td>172,470.04</td>
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<td>180,374.44</td>
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<td>7,904.40</td>
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</table>
### DAILY ENDING BALANCE

<table>
<thead>
<tr>
<th>Date</th>
<th>CHECKBOOK</th>
<th>CHECKBOOK</th>
<th>DEBIT</th>
<th>CREDIT</th>
<th>BALANCE</th>
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<td></td>
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<tr>
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<td>08/22</td>
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<td>6,400.00</td>
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<td>08/21</td>
<td>11,714.24</td>
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<td>13,814.24</td>
<td>08/22</td>
<td>13,814.24</td>
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</table>

### SERVICE CHARGE SUMMARY

- Minimum Fee: $5.00 for the first 15 days of the billing cycle, if the minimum balance is less than $500.00.
- Interest: 18% on the unpaid balance.
- Late Fee: $15.00 if the minimum payment is not received by the due date.
- Total Service Charges: $175.00

**Your account has a minimum balance of $500.00.**

**Transactions:**
- 272 total transactions
- $5,888.00 in deposits
- $4,220.00 in withdrawals
- $1,668.00 in checks
- $306.00 in credits

**Service Charge Detail:**

<table>
<thead>
<tr>
<th>Category</th>
<th>NUMBER OF TRANSACTIONS</th>
<th>MINIMUM</th>
<th>EXCESS</th>
<th>TOTAL</th>
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<td>Interest</td>
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<td>$4,864.00</td>
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<td>Late Fee</td>
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<td>$15.00</td>
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<tr>
<td>Total Service Charges</td>
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<td>$175.00</td>
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**Total Service Charge (as of 08/22):** $175.00

---

*COE SCHWEIKERT 005652*
<table>
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<th>SERVICE CHARGE DETAIL</th>
<th>VOLUME</th>
<th>BALANCE</th>
<th>CHANGED</th>
<th>SUBTOTAL</th>
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<tr>
<td>Brand</td>
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</tr>
</tbody>
</table>

Page 1 of 4

COE SCHWEIKERT.005653

CBA-05021

10-22-21_0066
1. Write the ending balance shown on this statement.

2. List and total all checks, ATM withdrawals, cash used purchases and other withdrawals

3. Add Step 1 Total to Step 2 Balances

4. List and total of checks, ATM withdrawals, cash used purchases and other withdrawals

5. Subtract Step 1 Total from Step 2 Balances. This should equal your Checkbook Balance.

---

**CHASE**

August 81, 2010 through August 30, 2010

**Account Number:** 

---

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<th>Date</th>
<th>Amount</th>
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<tbody>
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<tr>
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<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

**COE SCHWEIKERT.005654**
CHASE

CHECKING SUMMARY

Beginning Balance
Deposits and Additions
Checks Cashed
ATM & Cash Card Withdrawals
Service Charges
Refunds
Total
Ending Balance

<table>
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<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
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<td>American Express Balance</td>
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<td>1/26</td>
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<td>1/26</td>
<td>ATM</td>
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<tr>
<td>1/26</td>
<td>ATM</td>
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<tr>
<td>1/26</td>
<td>Service Charge</td>
<td>$13.00</td>
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<tr>
<td>1/26</td>
<td>Service Charge</td>
<td>$13.00</td>
</tr>
<tr>
<td>1/26</td>
<td>Refund</td>
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<tr>
<td>1/26</td>
<td>Refund</td>
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<tr>
<td>1/26</td>
<td>Total</td>
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<tr>
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COE_SCHWEIKERT.005655
### Deposits and Additions

<table>
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<th>Amount</th>
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<tr>
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</tr>
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<td>Total Deposits and Additions</td>
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### Checks Paid

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<th>Amount</th>
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<tbody>
<tr>
<td>09/16</td>
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<td>Direct Deposit</td>
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## Checks Paid

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Total Checks Paid $314.47

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## ATM & Debit Card Withdrawals

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<th>Amount</th>
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<tbody>
<tr>
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<td>Interest</td>
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<td>1/5/15</td>
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<tr>
<td>3/1/15</td>
<td>Check</td>
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</tr>
<tr>
<td>5/1/15</td>
<td>Check</td>
<td>$205.00</td>
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Total ATM & Debit Card Withdrawals $314.47

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## ATM & Debit Card Summary

<table>
<thead>
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<th>Description</th>
<th>Amount</th>
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<td>Total ATM &amp; Debit Cards</td>
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<tr>
<td>Total Debit Cards</td>
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</table>

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COC. SCHWEIKERT 005657
## Chase

### Electronic Withdrawals

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<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

### Fees and Other Withdrawals

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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### Daily Ending Balance

<table>
<thead>
<tr>
<th>Date</th>
<th>AMOUNT</th>
<th>DATE</th>
<th>ANNUAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/24</td>
<td>3912.65</td>
<td>05/17</td>
<td>10,654.49</td>
</tr>
<tr>
<td>05/09</td>
<td>13,598.41</td>
<td>05/15</td>
<td>10,657.20</td>
</tr>
<tr>
<td>05/04</td>
<td>13,598.41</td>
<td>05/14</td>
<td>13,599.01</td>
</tr>
<tr>
<td>05/07</td>
<td>13,591.44</td>
<td>05/01</td>
<td>10,740.52</td>
</tr>
<tr>
<td>05/10</td>
<td>13,591.44</td>
<td>05/01</td>
<td>14,196.47</td>
</tr>
<tr>
<td>05/11</td>
<td>13,591.44</td>
<td>05/01</td>
<td>25,120.07</td>
</tr>
<tr>
<td>05/13</td>
<td>13,591.44</td>
<td>05/01</td>
<td>8,317.61</td>
</tr>
<tr>
<td>05/12</td>
<td>13,591.44</td>
<td>05/01</td>
<td>7,689.14</td>
</tr>
<tr>
<td>05/14</td>
<td>13,591.44</td>
<td>05/01</td>
<td>8,600.53</td>
</tr>
</tbody>
</table>

**Total Fees & Other Withdrawals:** $75.00
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Charge Summary</td>
<td></td>
</tr>
<tr>
<td>Maintenance Fee</td>
<td>$0.00</td>
</tr>
<tr>
<td>Service Charge</td>
<td>$10.00</td>
</tr>
<tr>
<td>Other Service Charges</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total Service Charges</td>
<td>$10.00</td>
</tr>
</tbody>
</table>

Your monthly maintenance fee of $10.00 is waived if your minimum balance on your checking account or credit card balance is $500 or $2,500 in a linked checking account and your checking account, savings, credit, and investment balances.

**Transactions for Service Charge Summary**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chase Plus Checking</td>
<td>$0.00</td>
</tr>
<tr>
<td>Deposits</td>
<td>$0.00</td>
</tr>
<tr>
<td>Savings</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total Deposits</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total Transactions</td>
<td>120</td>
</tr>
</tbody>
</table>

Chase BalancePlus Debit allows up to 300 checks, deposits, and automated teller machine (ATM) charges. Your statements list the first 300 transactions. For the other ones, 120.

**Service Charge Details**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Balance</td>
<td>$1,571.89</td>
</tr>
<tr>
<td>Service Charge</td>
<td>$10.00</td>
</tr>
<tr>
<td>Total Balance</td>
<td>$1,581.89</td>
</tr>
<tr>
<td>Total Service Charge</td>
<td>$10.00</td>
</tr>
<tr>
<td>Total</td>
<td>$1,591.89</td>
</tr>
</tbody>
</table>

*Note: The above numbers are illustrative and should be replaced with actual account numbers and amounts.*
<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Step 2 Total: $__________

6. List and total all checks, ATMs, other purchases and other withdrawals

<table>
<thead>
<tr>
<th>Check Number</th>
<th>Date</th>
<th>Amount</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Step 4 Total: $__________

7. Subtract Step 4 Total from Step 5 Total: This must match your Checkbook Balance: $__________

---

**Note:** Ensure your checkbook register is up to date with all transactions to ensure whether they are included on your statement or not.

---

**In Case of Discrepancy:**

Any discrepancies may be resolved by contacting your bank or checking your statement for any outstanding transactions. It is advised to double-check all details for accuracy.
<table>
<thead>
<tr>
<th>DATE</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/11</td>
<td>American Express Statement</td>
<td>$1,600.00</td>
</tr>
<tr>
<td>12/15</td>
<td>First Settlement Deposit</td>
<td>$200.00</td>
</tr>
<tr>
<td>12/15</td>
<td>Deposit</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>12/18</td>
<td>First Settlement Deposit</td>
<td>$150.00</td>
</tr>
<tr>
<td>12/24</td>
<td>Deposit</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>12/28</td>
<td>First Settlement Deposit</td>
<td>$200.00</td>
</tr>
<tr>
<td>12/28</td>
<td>First Settlement Deposit</td>
<td>$100.00</td>
</tr>
<tr>
<td>12/29</td>
<td>First Settlement Deposit</td>
<td>$3,000.00</td>
</tr>
</tbody>
</table>

**Total Deposits and Additions:** $10,930.00

**CHECKS PAID**

<table>
<thead>
<tr>
<th>CHECK NO.</th>
<th>DESCRIPTION</th>
<th>DATE PAID</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>12/30</td>
<td>$1,395.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>12/31</td>
<td>$725.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>12/31</td>
<td>$3,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>12/31</td>
<td>$5,000.00</td>
</tr>
</tbody>
</table>

**Total Checks Paid:** $10,120.00
### CHASE

#### CHECKS PAID (Continued)

<table>
<thead>
<tr>
<th>CHECKED</th>
<th>DESCRIPTION</th>
<th>DATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>08/06</td>
<td>116.12</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>08/20</td>
<td>2,227.00</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>08/28</td>
<td>5,050.00</td>
</tr>
<tr>
<td>4</td>
<td></td>
<td>09/15</td>
<td>25.20</td>
</tr>
<tr>
<td>5</td>
<td></td>
<td>09/20</td>
<td>38,945.00</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>09/29</td>
<td>17,805.00</td>
</tr>
</tbody>
</table>

Total Checks Paid: $57,050.00

---

#### ATM & DEBIT CARD WITHDRAWALS

<table>
<thead>
<tr>
<th>DATE</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>08/06</td>
<td>Cash Purchase</td>
<td>$209.99</td>
</tr>
<tr>
<td>08/09</td>
<td>Cash Purchase</td>
<td>$116.70</td>
</tr>
<tr>
<td>08/14</td>
<td>Cash Purchase</td>
<td>$5.85</td>
</tr>
<tr>
<td>08/16</td>
<td>Cash Purchase</td>
<td>$246.19</td>
</tr>
<tr>
<td>08/20</td>
<td>Cash Purchase</td>
<td>$400.00</td>
</tr>
</tbody>
</table>

Total ATM & Debit Card Withdrawals: $1,771.84

---

#### ATM & DEBIT CARD SUMMARY

<table>
<thead>
<tr>
<th>Description</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total ATM &amp; Debit Card</td>
<td>$1,771.84</td>
</tr>
<tr>
<td>Total Cash Purchases</td>
<td>$621.94</td>
</tr>
<tr>
<td>Total Cash Credits</td>
<td>$26.90</td>
</tr>
</tbody>
</table>

---

**Note:**

- All images of the check may be available for you to view at Chase.com.
### ELECTRONIC WITHDRAWALS

<table>
<thead>
<tr>
<th>DATE</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/01</td>
<td>ATM Withdrawal</td>
<td>129.00</td>
</tr>
<tr>
<td>09/02</td>
<td>ATM Withdrawal</td>
<td>129.00</td>
</tr>
<tr>
<td>09/03</td>
<td>ATM Withdrawal</td>
<td>129.00</td>
</tr>
<tr>
<td></td>
<td>Total Electronic Withdrawals</td>
<td>$387.00</td>
</tr>
</tbody>
</table>

### DAILY ENDING BALANCE

<table>
<thead>
<tr>
<th>DATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/01</td>
<td>57,192.94</td>
</tr>
<tr>
<td>09/02</td>
<td>57,192.94</td>
</tr>
<tr>
<td>09/03</td>
<td>57,192.94</td>
</tr>
</tbody>
</table>

### SERVICE CHARGE SUMMARY

- Maintenance Fee: $5.00
- Excess Protector Fees: $0.00
- Other Service Charges: $0.00
- Total Service Charges: $5.00

Your monthly maintenance fee of $5.00 has been waived because you maintained an average balance of $30,000.00 in checking and savings during the statement period.

### TRANSACTION FEE CALCULATION

<table>
<thead>
<tr>
<th>Transaction type</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Checks / MasterCard / Debits / ATM</td>
<td>149</td>
</tr>
</tbody>
</table>

- Checks / MasterCard / Debits / ATM: 149

Page 6 of 6
1. Write the Checkbook Balance shown on this statement:
   Step 1 Balance: $______________

2. List and total all deposits & adjustments not shown on this statement:

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

   Step 2 Total: $______________

3. Add Step 2 Total to Step 1 Balance:
   Step 3 Total: $______________

4. List and total all checks, ATM withdrawals, debit card purchases and other withdrawals:

<table>
<thead>
<tr>
<th>Check Number</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

   Step 4 Total: $______________

5. Subtract Step 4 Total from Step 3 Total: This should match your Checkbook Balance
   $______________
You will see some information about your ATM deposits on your statement. Tracking your ATM deposits will be easy, even beginning November 12, 2012. In the Activities and Additional Information section, you will see the deposit line item. At the upper right-hand side of your statement, you will see the deposit amount, your account number, and your four digits of the pass number for each ATM deposit.

To the ATM & Other Card Transactions section, ATM and debit card transactions will be listed by credit card number. This will help you track activity on your card. Please note that any ATM deposited transactions that used your account number November 12, 2012 and after will show up as cash as of that date.

Your statement also includes a Checking Summary, which details your balance at the end of the previous month.

We value you as a Chase customer. If you have questions, please call us at the number on your statement or visit us at your nearest branch.

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/31/15</td>
<td>Deposit</td>
<td>$95.00</td>
</tr>
<tr>
<td>12/21/15</td>
<td>Visa Debit Card</td>
<td>$32.00</td>
</tr>
<tr>
<td>12/20/15</td>
<td>Visa Debit Card</td>
<td>$55.00</td>
</tr>
<tr>
<td>12/19/15</td>
<td>Visa Debit Card</td>
<td>$125.00</td>
</tr>
<tr>
<td>12/18/15</td>
<td>Visa Debit Card</td>
<td>$50.00</td>
</tr>
<tr>
<td>12/17/15</td>
<td>Visa Debit Card</td>
<td>$200.00</td>
</tr>
<tr>
<td>12/16/15</td>
<td>Visa Debit Card</td>
<td>$30.00</td>
</tr>
<tr>
<td>12/15/15</td>
<td>Visa Debit Card</td>
<td>$100.00</td>
</tr>
<tr>
<td>12/14/15</td>
<td>Visa Debit Card</td>
<td>$25.00</td>
</tr>
<tr>
<td>12/13/15</td>
<td>Visa Debit Card</td>
<td>$15.00</td>
</tr>
<tr>
<td>12/12/15</td>
<td>Visa Debit Card</td>
<td>$50.00</td>
</tr>
<tr>
<td>12/11/15</td>
<td>Visa Debit Card</td>
<td>$125.00</td>
</tr>
<tr>
<td>12/10/15</td>
<td>Visa Debit Card</td>
<td>$55.00</td>
</tr>
<tr>
<td>12/9/15</td>
<td>Visa Debit Card</td>
<td>$32.00</td>
</tr>
<tr>
<td>12/8/15</td>
<td>Visa Debit Card</td>
<td>$95.00</td>
</tr>
<tr>
<td>12/7/15</td>
<td>Visa Debit Card</td>
<td>$20.00</td>
</tr>
<tr>
<td>12/6/15</td>
<td>Visa Debit Card</td>
<td>$10.00</td>
</tr>
<tr>
<td>12/5/15</td>
<td>Visa Debit Card</td>
<td>$5.00</td>
</tr>
</tbody>
</table>

Page 1 of 1
### DEPOSITS AND ADDITIONS

<table>
<thead>
<tr>
<th>DATE</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### CHECKS PAID

<table>
<thead>
<tr>
<th>Number</th>
<th>Description</th>
<th>CHKNDT</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Checks Paid: **$3,570.00**

Note: All checks may be available for you to view on Chase.com.

### ATM & DEBIT CARD WITHDRAWALS

<table>
<thead>
<tr>
<th>DATE</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total ATM & Debit Card Withdrawals: **$691.36**

### ATM & DEBIT CARD SUMMARY

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>ATM Withdrawals &amp; Cash</td>
<td>$0.01</td>
</tr>
<tr>
<td>Total ATM Purchases</td>
<td>$1,176.66</td>
</tr>
</tbody>
</table>

*Note: For details, please visit chase.com.*
<table>
<thead>
<tr>
<th>ELECTRONIC WITHDRAWALS</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1143: Cash Withdrawals</td>
<td>0.00</td>
</tr>
<tr>
<td>1143: ATM Withdrawals</td>
<td>0.00</td>
</tr>
<tr>
<td>1143: Cheque Deposits</td>
<td>0.00</td>
</tr>
<tr>
<td>1143: Deposit/Transfers</td>
<td>0.00</td>
</tr>
<tr>
<td>1143: Other Withdrawals</td>
<td>0.00</td>
</tr>
<tr>
<td>1143: Total Withdrawals</td>
<td>0.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DAILY ENDING BALANCE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1150</td>
<td>$31,145.50</td>
</tr>
<tr>
<td>1151</td>
<td>$31,145.50</td>
</tr>
<tr>
<td>1152</td>
<td>$31,145.50</td>
</tr>
<tr>
<td>1153</td>
<td>$31,145.50</td>
</tr>
<tr>
<td>1154</td>
<td>$31,145.50</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SERVICE CHARGE SUMMARY</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1145</td>
<td>0.00</td>
</tr>
<tr>
<td>1146</td>
<td>0.00</td>
</tr>
<tr>
<td>1147</td>
<td>0.00</td>
</tr>
<tr>
<td>1148</td>
<td>0.00</td>
</tr>
<tr>
<td>1149</td>
<td>0.00</td>
</tr>
<tr>
<td>1150</td>
<td>0.00</td>
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<tr>
<td>1151</td>
<td>0.00</td>
</tr>
<tr>
<td>1152</td>
<td>0.00</td>
</tr>
<tr>
<td>1153</td>
<td>0.00</td>
</tr>
</tbody>
</table>
### SERVICE CHARGE SUMMARY

<table>
<thead>
<tr>
<th>Service Charge Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance Fee:</td>
<td>$0.00</td>
</tr>
<tr>
<td>Account Service Charge</td>
<td>$0.50</td>
</tr>
<tr>
<td>Other Service Charges</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total Service Charges</td>
<td>$0.50</td>
</tr>
</tbody>
</table>

Your monthly minimum payment was $35.30. To avoid future delinquency or fees, you must maintain an account balance of $0.00 in your checking and a combined account balance of $35.00 in checking and savings to avoid future delinquency or fees, you must maintain an account balance of $35.00 in checking and savings.

### SERVICE CHARGE DETAIL

<table>
<thead>
<tr>
<th>Account ID</th>
<th>Service Charge Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Accrual</td>
<td>$0.50</td>
</tr>
<tr>
<td></td>
<td>Branch Deposits</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>Check Deposits</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>Direct Deposits</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>Drafts</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>Draft Service Charge</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>Other Service Charges</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**TOTAL:** $0.50

Page 2 of 4
STOP PAYMENT RENEWAL NOTICE

As of the date above, the Check Payment will automatically renew for 1 year unless you notify Chase within 10 business days of this notice to stop automatic renewal. If you do not notify Chase, you will be charged the renewal fee. To stop automatic renewal, please call Chase at 1-800-336-4080 or use the online account management tools in the chase.com account. Chase will provide you with a written notice of the renewal. You may cancel at any time by calling Chase at 1-800-336-4080 or using the online account management tools in the chase.com account.

Account Name: [Redacted]
Account Number: [Redacted]

Authorized Signature: [Redacted]
Date: [Redacted]

Page 10 of 10

COE, Schweikert, 005671

CDA-0032

18-233A_0000
### Chase Banking Statement

#### Instructions:
1. Write in the Ending Balance shown on this statement: $__________
2. List and total all deposits & withdrawals shown on this statement:
   - Date
   - Amount
   - Net
   - From
   - To
   - Deposit
   - Withdrawal
   - Step 2 Total: $__________
3. Add Step 3 Total to Step 1 Balance:
   - Step 3 Total: $__________
4. List and total all checks, ACH withdrawals, debit card purchases and other withdrawals:
   - Check Number or Date
   - Amount
   - Net
   - From
   - To
   - Check
   - Withdrawal
   - Step 4 Total: $__________
5. Subtract Step 4 Total from Step 3 Total. This should match your Chase Bank Balance: $__________

**Note:** If the amount on the statement is less than the amount shown on your Chase Bank account, we will need your account number for this credit, but it will be more than the amount shown on your Chase Bank account.

**Note:** If the amount on the statement is more than the amount shown on your Chase Bank account, we will need your account number for this credit, but it will be less than the amount shown on your Chase Bank account.

**Note:** If the amount on the statement is exactly the same as the amount shown on your Chase Bank account, there is no need for any further action.

---

**To Do:**
- Sign your name below if you're responsible for signing documents.
- Have your signature notarized if required.
- Return this document to your bank as instructed.

---

**Chase Bank: Your Bank Name**

**Chase Bank Address**

---

**Chase Bank Customer Service:**

**Customer Service Phone Number**

---

**Chase Bank Account Number:**

**Chase Bank Routing Number:**

---

**Chase Bank Branch:**

**Chase Bank Address:**

**Chase Bank Customer Service:**

**Customer Service Phone Number:**

---

**Chase Bank Account Number:**

**Chase Bank Routing Number:**

---
### CHASE

#### DEPOSITS AND ADDITIONS

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/14</td>
<td>Check</td>
<td>1,097.95</td>
</tr>
<tr>
<td>10/19</td>
<td>Check</td>
<td>439.60</td>
</tr>
<tr>
<td>10/17</td>
<td>Automatic Payment</td>
<td>199.06</td>
</tr>
<tr>
<td>10/17</td>
<td>Automatic Payment</td>
<td>199.06</td>
</tr>
<tr>
<td>10/16</td>
<td>Automatic Payment</td>
<td>199.06</td>
</tr>
<tr>
<td>10/16</td>
<td>Automatic Payment</td>
<td>199.06</td>
</tr>
<tr>
<td>10/16</td>
<td>Automatic Payment</td>
<td>199.06</td>
</tr>
<tr>
<td>10/19</td>
<td>Check</td>
<td>680.00</td>
</tr>
<tr>
<td>10/21</td>
<td>Check</td>
<td>111.03</td>
</tr>
<tr>
<td>10/21</td>
<td>Check</td>
<td>111.03</td>
</tr>
<tr>
<td>10/24</td>
<td>Check</td>
<td>1,000.00</td>
</tr>
<tr>
<td>10/24</td>
<td>Check</td>
<td>147.00</td>
</tr>
<tr>
<td>10/25</td>
<td>Automatic Payment</td>
<td>20.76</td>
</tr>
<tr>
<td>10/26</td>
<td>Automatic Payment</td>
<td>10.01</td>
</tr>
<tr>
<td>10/28</td>
<td>Automatic Payment</td>
<td>20.00</td>
</tr>
</tbody>
</table>

Total Deposits and Additions: $1,761.96

#### CHECKS PAID

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/24</td>
<td>$445.20</td>
</tr>
</tbody>
</table>

*Total Deposits Paid: $445.20*

---

#### ATM & DEBIT CARD WITHDRAWALS

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/03</td>
<td>Card Purchase: 102 Adams Ave, 34330-0000 WA Card</td>
<td>$104.95</td>
</tr>
<tr>
<td>10/03</td>
<td>Card Purchase: 102 Adams Ave, 34330-0000 WA Card</td>
<td>$104.95</td>
</tr>
<tr>
<td>10/03</td>
<td>Card Purchase: 102 Adams Ave, 34330-0000 WA Card</td>
<td>$104.95</td>
</tr>
<tr>
<td>10/03</td>
<td>Card Purchase: 102 Adams Ave, 34330-0000 WA Card</td>
<td>$104.95</td>
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<tr>
<td>10/03</td>
<td>Card Purchase: 102 Adams Ave, 34330-0000 WA Card</td>
<td>$104.95</td>
</tr>
<tr>
<td>10/03</td>
<td>Card Purchase: 102 Adams Ave, 34330-0000 WA Card</td>
<td>$104.95</td>
</tr>
</tbody>
</table>

Total ATM & Debit Card Withdrawals: $523.20

#### ATM & DEBIT CARD SUMMARY

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/03</td>
<td>Card Purchase: 102 Adams Ave, 34330-0000 WA Card</td>
<td>$523.20</td>
</tr>
<tr>
<td>10/03</td>
<td>Card Purchase: 102 Adams Ave, 34330-0000 WA Card</td>
<td>$523.20</td>
</tr>
</tbody>
</table>
Total ATM Withdrawals: $523.20
Total Debit Card Withdrawals: $523.20

---

Total ATM Withdrawals & Debit: $523.20
Total Card Purchases: $523.20

---

**COE.SCHWEIKERT.005676**
# CHASE

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Opal Checks</td>
<td>551.85</td>
</tr>
<tr>
<td>Video Statement: Tracing</td>
<td>10.29</td>
</tr>
<tr>
<td>Video Statement: Zechariah</td>
<td>18.55</td>
</tr>
<tr>
<td>Video Statement: Pre</td>
<td>12.48</td>
</tr>
<tr>
<td>American Express and Direct</td>
<td>53.50</td>
</tr>
<tr>
<td>Total, CHASE Direct</td>
<td>53.50</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Electronic Withdravals</td>
<td>53,044.34</td>
</tr>
</tbody>
</table>

# DAILY ENDING BALANCE

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/21</td>
<td>23,518.59</td>
</tr>
<tr>
<td>9/22</td>
<td>7,104.09</td>
</tr>
<tr>
<td>9/23</td>
<td>12,205.97</td>
</tr>
<tr>
<td>9/24</td>
<td>17,040.49</td>
</tr>
<tr>
<td>9/25</td>
<td>18,718.83</td>
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<td>9/26</td>
<td>18,718.83</td>
</tr>
<tr>
<td>9/27</td>
<td>14,793.63</td>
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</tbody>
</table>

# SERVICE CHARGE SUMMARY

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Service Charges</td>
<td>0.00</td>
</tr>
</tbody>
</table>
## SERVICE CHARGE SUMMARY

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance Fee</td>
<td>0.00</td>
</tr>
<tr>
<td>Monthly account maintenance</td>
<td>0.00</td>
</tr>
<tr>
<td>Service Fee</td>
<td>0.00</td>
</tr>
<tr>
<td>Total Service Charges</td>
<td>0.00</td>
</tr>
</tbody>
</table>

Total: $0.00

## SERVICE CHARGE DETAILS

<table>
<thead>
<tr>
<th>Transaction Type</th>
<th>Amount ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Service Fee</td>
<td>0.00</td>
</tr>
<tr>
<td>Maintenance</td>
<td>0.00</td>
</tr>
<tr>
<td>Service Fee</td>
<td>0.00</td>
</tr>
<tr>
<td>Total Service Charge</td>
<td>0.00</td>
</tr>
</tbody>
</table>

Total: $0.00
Note: Ensure your checkbook register is up-to-date with all transactions to verify the balance indicated on your

1. Write the Ending Balance shown on this statement: $___________

2. Use and record deposits & credits not shown on this statement:

<table>
<thead>
<tr>
<th>Date</th>
<th>Service</th>
<th>Payee</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Step 2 Total: $___________

3. Add Step 1 Total to Step 2 Balance.

Step 3 Total: $___________

4. List and record checks, ATM withdrawals, debit card purchases and other withdrawals

<table>
<thead>
<tr>
<th>Check Number or Due Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Step 4 Total: $___________

B. Subtract Step 4 Total from Step 3 Total. This should match your Checkbook Balance: $___________

IN CASE OF PAYMENT DEFICIENCY OR UNRECONCILED STATEMENTS, PLEASE WRITE TO THE RELEVANT BANK OR ENCLOSE A COPY OF THE STATEMENT OR STATEMENTS AT NOTICE. IF THIS STATEMENT IS A COPY, ENCLOSE THE ORIGINAL STATEMENT.

The bank reserves the right to suspenes your account, or any other accounts at any time, at the discretion of the bank.

We are unable to process voids or credits to your account. If you believe you are overdrawn, you may take any necessary steps to avoid this situation. You may be able to void a check if you return it to the payee and a new check is issued. If you receive an ACH debit, it will be charged to your account.

We will charge a fee for the stop payment service. The fee will be charged to your account if the stop payment is honored.

TO REVIEW your accountable records for discrepancies, contact the bank immediately. If there are any discrepancies, contact your bank. You may also contact the Federal Reserve Bank of New York at 800-424-8365, 1-800-223-5546. If you have a question about charges, credits, or any other aspect of your account, contact your bank.

FOR SECURITY PURPOSES, WE DO NOT DISCLOSE ACCOUNT NUMBERS OR ACCOUNT BALANCES OVER THE TELEPHONE. IF YOU HAVE A QUESTION ABOUT YOUR ACCOUNT, PLEASE CONTACT YOUR BANK IN PERSON OR THROUGH THE MAIL.

CHASE
December 13, 2011

COE.SCHWEIKERT.005679

1340
## Checks Paid

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Check No.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1343</td>
<td>VerDate Sep 11 2014 00:31 Aug 04, 2020 Jkt 040948 PO 00000 Frm 01351 Fmt 6659 Sfmt 6602 E:\HR\OC\HR465P1.XXX HR465P1 Insert offset folio 1349 here HR4651.335 CBA_0890 18-2234_0900</td>
<td>2572.00</td>
<td>2572.00</td>
</tr>
</tbody>
</table>

Total Checks Paid: $2,572.43

If you are reviewing the Chase Plus account, it means that no updates were made to the account. The account balance remains the same. It is possible that a check was already paid on the statement, which would explain why the balance did not change.

### ATM & Debit Card Withdrawals

<table>
<thead>
<tr>
<th>Transaction</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Card Purchase 01/18 to 01/25 on PNC</td>
<td>$263.75</td>
</tr>
<tr>
<td>Card Purchase 01/18 to 01/25 on PNC</td>
<td>$3.04</td>
</tr>
<tr>
<td>Card Purchase 01/18 to 01/25 on PNC</td>
<td>$3.05</td>
</tr>
<tr>
<td>Card Purchase 01/18 to 01/25 on PNC</td>
<td>$3.05</td>
</tr>
<tr>
<td>Card Purchase 01/18 to 01/25 on PNC</td>
<td>$3.05</td>
</tr>
<tr>
<td>Card Purchase 01/18 to 01/25 on PNC</td>
<td>$3.05</td>
</tr>
</tbody>
</table>

Total ATM & Debit Card Withdrawals: $1,668.61

### ATM & Debit Card Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total ATM Withdrawals &amp; Deposits</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total Card Purchases</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total Card Deposits &amp; Credits</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total ATM Withdrawals &amp; Deposits</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total Card Purchases</td>
<td>$339.11</td>
</tr>
<tr>
<td>Total Card Deposits &amp; Credits</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

ATM & Debit Card Totals: $339.11
### ELECTRONIC WITHDRAWALS

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/10</td>
<td>Wire Transfer To Cust</td>
<td>$0.00</td>
</tr>
<tr>
<td>1/12</td>
<td>Wire Transfer To Cust</td>
<td>$0.00</td>
</tr>
<tr>
<td>1/13</td>
<td>Wire Transfer To Cust</td>
<td>$0.00</td>
</tr>
<tr>
<td>1/16</td>
<td>Wire Transfer To Cust</td>
<td>$0.00</td>
</tr>
<tr>
<td>1/17</td>
<td>Wire Transfer To Cust</td>
<td>$0.00</td>
</tr>
<tr>
<td>1/18</td>
<td>Wire Transfer To Cust</td>
<td>$0.00</td>
</tr>
<tr>
<td>1/19</td>
<td>Wire Transfer To Cust</td>
<td>$0.00</td>
</tr>
<tr>
<td>1/20</td>
<td>Wire Transfer To Cust</td>
<td>$0.00</td>
</tr>
<tr>
<td>1/21</td>
<td>Wire Transfer To Cust</td>
<td>$0.00</td>
</tr>
<tr>
<td>1/22</td>
<td>Wire Transfer To Cust</td>
<td>$0.00</td>
</tr>
<tr>
<td>1/23</td>
<td>Wire Transfer To Cust</td>
<td>$0.00</td>
</tr>
<tr>
<td>1/24</td>
<td>Wire Transfer To Cust</td>
<td>$0.00</td>
</tr>
<tr>
<td>1/25</td>
<td>Wire Transfer To Cust</td>
<td>$0.00</td>
</tr>
<tr>
<td>1/26</td>
<td>Wire Transfer To Cust</td>
<td>$0.00</td>
</tr>
<tr>
<td>1/27</td>
<td>Wire Transfer To Cust</td>
<td>$0.00</td>
</tr>
<tr>
<td>1/28</td>
<td>Wire Transfer To Cust</td>
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<td>1/29</td>
<td>Wire Transfer To Cust</td>
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</tr>
<tr>
<td>1/31</td>
<td>Wire Transfer To Cust</td>
<td>$0.00</td>
</tr>
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### DAILY ENDING BALANCE

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>( $ )</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1</td>
<td>2,350.45</td>
<td>2,350.45</td>
</tr>
<tr>
<td>1/2</td>
<td>2,350.45</td>
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</tr>
<tr>
<td>1/3</td>
<td>2,350.45</td>
<td>2,350.45</td>
</tr>
<tr>
<td>1/4</td>
<td>2,350.45</td>
<td>2,350.45</td>
</tr>
<tr>
<td>1/5</td>
<td>2,350.45</td>
<td>2,350.45</td>
</tr>
<tr>
<td>1/6</td>
<td>2,350.45</td>
<td>2,350.45</td>
</tr>
<tr>
<td>1/7</td>
<td>2,350.45</td>
<td>2,350.45</td>
</tr>
<tr>
<td>1/8</td>
<td>2,350.45</td>
<td>2,350.45</td>
</tr>
<tr>
<td>1/9</td>
<td>2,350.45</td>
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<td>2,350.45</td>
</tr>
<tr>
<td>1/14</td>
<td>2,350.45</td>
<td>2,350.45</td>
</tr>
</tbody>
</table>

### SERVICE CHARGE SUMMARY

- **Maintenance Fee:** \$0.00 (Waived by checking and relationship balance)
- **Eligible Product Fees:** \$0.00
- **Other Service Charges:** \$0.00
- **Total Service Charges:** \$0.00

Your monthly maintenance fee of \$6.00 has been waived because your checking and relationship balances met the following criteria:
- \$3,000 in checking and \$2,000 in savings balances.
- \$5,000 in checking and \$3,000 in savings balances.

Any monthly maintenance fee of \$6.00 will be assessed if your checking and relationship balances do not meet these criteria.

### TOTAL ELECTRONIC WITHDRAWALS

\$0.00

**Notes:**
- Chase Bank's fixed fee of \$30.00 is assessed per statement cycle for checks issued up to \$500 and for checks issued over \$500.
- For checks issued over \$500, there is a fee of \$10.00 per check over \$500.
- For ACH debits, there is a fee of \$2.00 per transaction.
- For ACH credits, there is a fee of \$1.00 per transaction.

**Chase Bank's Fixed Fee Calculation:**
- \$30.00 fee for transactions over \$500.
- \$10.00 fee for each check over \$500.
- \$2.00 fee for ACH debits.
- \$1.00 fee for ACH credits.

**Total Transactions:**
- Total ACH debits: 20
- Total ACH credits: 20
- Total checks: 45

**Total Charges:**
- \$30.00
- \$20.00
- \$45.00
- \$95.00

**Total Fees:**
- \$95.00

**Total Balance:**
- \$2,350.45

**Balance After Fees:**
- \$2,255.45

**Closing Date:**
- January 31, 2020
### SERVICE CHARGE DETAIL

<table>
<thead>
<tr>
<th>SERVICE CHARGE</th>
<th>VOLUME</th>
<th>ALLOWED</th>
<th>CHARGED</th>
<th>PROOFED</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>ATM Fee for Users</td>
<td>0</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Cash Withdrawal</td>
<td>0</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
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<tr>
<td>Deposit</td>
<td>0</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Teller Service Fee</td>
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<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Total Service Fee</td>
<td>0</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

### ACCOUNTS

<table>
<thead>
<tr>
<th>ACCOUNTS</th>
<th>VOLUME</th>
<th>ALLOWED</th>
<th>CHARGED</th>
<th>PROOFED</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>000</td>
<td>0</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**Total: $0.00**
### Checking Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Balance</td>
<td>33,089.14</td>
</tr>
<tr>
<td>Deposits and Withdrawals</td>
<td>24,718.18</td>
</tr>
<tr>
<td>Direct P2P</td>
<td>3,130.91</td>
</tr>
<tr>
<td>Electronic Withdrawals</td>
<td>1,000.00</td>
</tr>
<tr>
<td>Ending Balance</td>
<td>53,528.36</td>
</tr>
</tbody>
</table>

### Deposits and Additions

<table>
<thead>
<tr>
<th>Date</th>
<th>Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/19</td>
<td>American Express Services</td>
<td>65.00</td>
</tr>
<tr>
<td>03/20</td>
<td>American Express Services</td>
<td>265.00</td>
</tr>
<tr>
<td>03/21</td>
<td>American Express Services</td>
<td>1,029.31</td>
</tr>
<tr>
<td>03/22</td>
<td>American Express Services</td>
<td>64.99</td>
</tr>
<tr>
<td>03/23</td>
<td>American Express Services</td>
<td>1,183.99</td>
</tr>
<tr>
<td>03/24</td>
<td>American Express Services</td>
<td>16,495.00</td>
</tr>
<tr>
<td>03/25</td>
<td>Office Transfer-Non-Call</td>
<td>904.64</td>
</tr>
<tr>
<td>03/26</td>
<td>Office Transfer-Non-Call</td>
<td>1,042.14</td>
</tr>
<tr>
<td>03/29</td>
<td>Office Transfer-Non-Call</td>
<td>1,042.14</td>
</tr>
</tbody>
</table>

Total Deposits and Additions: $64,986.14
### Checks Paid

<table>
<thead>
<tr>
<th>MEMO</th>
<th>PAYEE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>2,147.58</td>
</tr>
</tbody>
</table>

Total Checks Paid: $2,147.58

*Note: All checks are payable in U.S. dollars.*

### Electronic Withdrawals

<table>
<thead>
<tr>
<th>DATE</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>American Express Paycheck</td>
<td>$39.40</td>
</tr>
<tr>
<td>10/11</td>
<td>258045497234</td>
<td>$99.75</td>
</tr>
<tr>
<td>10/28</td>
<td>202108 Transferr From CD</td>
<td>$1,095.50</td>
</tr>
</tbody>
</table>

Total Electronic Withdrawals: $1,231.64

### Daily Ending Balance

<table>
<thead>
<tr>
<th>DATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$2,830.14</td>
</tr>
<tr>
<td></td>
<td>$3,002.40</td>
</tr>
<tr>
<td></td>
<td>$9,518.66</td>
</tr>
<tr>
<td></td>
<td>$1,615.96</td>
</tr>
<tr>
<td></td>
<td>$11,223.09</td>
</tr>
<tr>
<td></td>
<td>$21,495.45</td>
</tr>
<tr>
<td></td>
<td>$11,959.19</td>
</tr>
<tr>
<td></td>
<td>$2,681.26</td>
</tr>
</tbody>
</table>

**Service Charge Summary**

- Maintenance Fee: $0.00
- Excess Proceeds Fee: $0.00
- Other Service Charges: $1.55
- Total Service Charges: $1.55

Your monthly maintenance fee of $0.00 will be waived because you maintained an average balance of $2,681.26 in checking which exceeded $250.00. **This fee will be assessed only in checking where you've maintained an average balance of $250.00 or less.**

**Transaction Codes and Amounts**

<table>
<thead>
<tr>
<th>Transaction Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>COE SCHWEIKERT 005688</td>
<td>7</td>
<td>0</td>
</tr>
<tr>
<td>15-2334_0005</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**End of Document**
### Service Charge Summary

**CHASE**

**Account Number:** [redacted]

**Service Charge Detail**

<table>
<thead>
<tr>
<th>Description</th>
<th>Volume</th>
<th>Allowed</th>
<th>Exceeded</th>
<th>Price/UNIT</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Service Charge</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual Credit Protection</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.05</td>
<td>0.05</td>
</tr>
<tr>
<td>Periodic</td>
<td>15</td>
<td>100</td>
<td>0</td>
<td>0.05</td>
<td>0.75</td>
</tr>
<tr>
<td>Cash Withdrawal - Homeowners</td>
<td>0.10</td>
<td>0.00</td>
<td>0.10</td>
<td>0.05</td>
<td>0.05</td>
</tr>
<tr>
<td><strong>Other Fees</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chest Payments - Accounts</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>0.15</td>
<td>0.15</td>
</tr>
<tr>
<td>Total Service Charge (VAT included)</td>
<td>0.35</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Adjusted**

<table>
<thead>
<tr>
<th>Description</th>
<th>Volume</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Credit Protection</td>
<td>0</td>
<td></td>
<td>0</td>
<td>0.05</td>
<td>0.05</td>
</tr>
<tr>
<td>Periodic</td>
<td>15</td>
<td></td>
<td>100</td>
<td>0.05</td>
<td>0.75</td>
</tr>
<tr>
<td>Cash Withdrawal - Homeowners</td>
<td>0.10</td>
<td></td>
<td>0.00</td>
<td>0.10</td>
<td>0.05</td>
</tr>
</tbody>
</table>

**Notes**

- [CBO, 0048]
- [CBO_0897]
- [16-2043_0987]
### CHASE

**February 20, 2008**

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**February 20, 2008**

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**February 20, 2008**

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

1. Write in the Ending Balance shown on this statement:

**Ending Balance:** 

2. List and total all deposits & withdrawals not shown on this statement:

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

3. Add Step 2 Total to Step 1 Balance:

**Step 3 Total:** 

4. List and total all checks, ATM withdraws, debit card purchases and other withdrawals:

<table>
<thead>
<tr>
<th>Check Number or Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

5. Subtract Step 4 Total from Step 3 Total. This should match your Checkbook Balance:

**Step 5 Total:** 

---

**Note:** Ensure your checkbook register is up to date with all transactions to stay whether your bank is included on your statement or not.
<table>
<thead>
<tr>
<th>Account Number</th>
<th>1234567890</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Service Information</td>
<td>CHASE</td>
</tr>
<tr>
<td>333-333-3333</td>
<td>1-800-123-4567</td>
</tr>
<tr>
<td>333-333-3333</td>
<td>1-800-123-4567</td>
</tr>
</tbody>
</table>

**Checking Summary**

<table>
<thead>
<tr>
<th>Transaction Type</th>
<th>Amount</th>
<th>Previous Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deposit</td>
<td>$200.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>Withdrawal</td>
<td>$100.00</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>Total Deposits</td>
<td>$200.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>Total Withdrawals</td>
<td>$100.00</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>Ending Balance</td>
<td>$200.00</td>
<td>$3,000.00</td>
</tr>
</tbody>
</table>

**Notes:**
- No transactions between dates.
- Ending balance of $200.00.
# Chase Bank Statement

## Checks Paid

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total Checks Paid</td>
<td>$3,600.00</td>
</tr>
</tbody>
</table>

## Electronic Withdrawals

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2021 Data Transfer To Ch</td>
<td>$44.00</td>
</tr>
<tr>
<td></td>
<td>2021 Data Transfer To Ch</td>
<td>$44.00</td>
</tr>
<tr>
<td></td>
<td>Total Electronic Withdrawals</td>
<td>$88.00</td>
</tr>
</tbody>
</table>

## Fees and Other Withdrawals

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2020 Service Charge For The Month of July</td>
<td>$4.00</td>
</tr>
<tr>
<td></td>
<td>Total Fees &amp; Other Withdrawals</td>
<td>$4.00</td>
</tr>
</tbody>
</table>

## Daily Ending Balance

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/01</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>03/02</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>03/03</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>03/04</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>03/05</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>03/06</td>
<td>$2.00</td>
</tr>
<tr>
<td>03/07</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

## Service Charge Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance Fee</td>
<td>$0.00 (related to checking and relationship balances)</td>
</tr>
<tr>
<td>Service Charge</td>
<td>$4.00</td>
</tr>
<tr>
<td>Total Service Charges</td>
<td>$4.00</td>
</tr>
</tbody>
</table>

Your monthly maintenance fee of $0.00 has been waived because you maintained an average balance of $3,000.00 in checking and a non-interest-bearing balance of $2,000.00 in savings and a non-interest-bearing balance of $1,000.00 in higher-rate and personal checking, savings, credit, and investment accounts.
## Service Charge Summary

**CHASE**

### Service Charge Details

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>BALANCE</th>
<th>CHARGED</th>
<th>PROCEED</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transaction</td>
<td></td>
<td>20</td>
<td>999.99</td>
<td>0.00</td>
<td>999.99</td>
</tr>
<tr>
<td>Non-Sufficient Funds Fee</td>
<td></td>
<td>0</td>
<td>10.00</td>
<td>0.00</td>
<td>10.00</td>
</tr>
<tr>
<td><em>Total:</em></td>
<td></td>
<td><strong>20</strong></td>
<td><strong>1099.99</strong></td>
<td><strong>0.00</strong></td>
<td><strong>1099.99</strong></td>
</tr>
</tbody>
</table>

### Other Fees

- Transaction Fee: 0.00
- Non-Sufficient Funds Fee: 0.00
- *Total:* 0.00

**Total Service Charge:** 0.00
IMPORTANT INFORMATION FOR CONSUMERS ABOUT YOUR PERSONAL CHEQUE CHECKING ACCOUNT

WHAT YOU NEED TO KNOW ABOUT OVERDRAFTS AND OVERDRAFT FEES

An overdraft occurs when you do not have enough money in your account to cover a transaction. We may pay it anyway. We can avoid your overdraft in one of the ways:

1. We have deposited sufficient funds to cover your account
2. We pay a fee to cover your overdraft
3. We pay a fee to cover your overdraft

You can choose to pay these fees or avoid them by maintaining a sufficient balance in your account.

The table below provides a list of overdraft fees:

<table>
<thead>
<tr>
<th>Type of Overdraft</th>
<th>Fee Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overdrawn Check</td>
<td>$34.00</td>
</tr>
<tr>
<td>Charge</td>
<td>$34.00</td>
</tr>
<tr>
<td>ACH</td>
<td>$34.00</td>
</tr>
</tbody>
</table>

What will happen if I exceed my overdraft limit?

If you exceed your overdraft limit, we will charge you a fee and may decline your transaction. If you exceed your overdraft limit again, we will charge you an additional fee.

What is a returned check fee?

A returned check fee is charged when a check you wrote is returned by the bank due to insufficient funds. The fee is $34.00 per item.

What can I do to avoid overdraft fees?

You can avoid overdraft fees by maintaining a sufficient balance in your account or by paying your overdraft fees in a timely manner.

If you have any questions about your overdraft fees, please contact us at 1-800-234-5678.

Thanks for choosing Chase as your bank. We are dedicated to providing you with the best banking experience possible.
CHARGE

Account Number: 000000000000000000

Note: Review your checkbook register to make sure all transactions are accurate and to verify your balances at the end of the month.

1. Write in the Ending Balance shown on the statement: $__________

2. List and total all checks, ATM withdrawals, debit card purchases, and other withdrawals not shown on the statement:

<table>
<thead>
<tr>
<th>Check Number or Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Step 1 Total: $__________

3. Add Step 2 Total to Step 1 Balance:

Step 2 Total: $__________

4. List and total all checks, ATM withdrawals, debit card purchases, and other withdrawals not shown on the statement:

<table>
<thead>
<tr>
<th>Check Number or Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Step 3 Total: $__________

5. Subtract Step 4 Total from Step 3 Total: This should match your Chase Account Balance: $__________

WEARING THE CHARGE? CAN’T STOP USING IT? CALL US AT 1-800-305-9090 OR VISIT CHASE.COM/CARDMEMBER TO LEARN ABOUT YOUR OPTIONS.

VerDate Sep 11 2014 00:31 Aug 04, 2020 Jkt 040948 PO 00000 Frm 01364 Fmt 6659 Sfmt 6602 E:\HR\OC\HR465P1.XXX HR465P1

COE. SCHWEIKERT.005695

CIA_0953

19-2234_0093
### Checking Summary

- **Beginning Balance:** $0.00
- **Deposits and Additions:** $10.00
- **Total Deposits and Additions:** $10.00

### Fees and Other Withdrawals

- **Service Charge for the Month of April:** $3.50
- **Total Fees & Other Withdrawals:** $3.50

### Daily Ending Balance

- **Ending Balance:** $10.00

### Service Charge Summary

- **Chase BusinessPlus Card Account Included**
1363

<table>
<thead>
<tr>
<th>Service Charge Summary</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>ATM-Related Fees</td>
<td>$0.00</td>
</tr>
<tr>
<td>Monthly Service Charge</td>
<td>$1.00</td>
</tr>
<tr>
<td>Total Service Charges</td>
<td>$1.00</td>
</tr>
</tbody>
</table>

If your monthly minimum balance of $450.00 has been maintained, you will be charged an average balance of $12.00 in services fees. A minimum average balance of $600.00 in cash, checking, and savings accounts allows you to receive the minimum balance charge.

<table>
<thead>
<tr>
<th>Transaction Type</th>
<th>Number of Transactions</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Deposit</td>
<td>0</td>
<td>0.00</td>
</tr>
<tr>
<td>Withdrawal</td>
<td>0</td>
<td>0.00</td>
</tr>
<tr>
<td>Total Service Charges</td>
<td>0</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**CHARGE DETAIL**

<table>
<thead>
<tr>
<th>Transaction Type</th>
<th>Number of Transactions</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Deposit</td>
<td>4</td>
<td>0.00</td>
</tr>
<tr>
<td>Withdrawal</td>
<td>0</td>
<td>0.00</td>
</tr>
<tr>
<td>Total Service Charges</td>
<td>4</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**Fees**

<table>
<thead>
<tr>
<th>Transaction Type</th>
<th>Number of Transactions</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Deposit</td>
<td>1</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**COE.SCHWEIKERT.005702**

<table>
<thead>
<tr>
<th>Transaction Type</th>
<th>Number of Transactions</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Deposit</td>
<td>1</td>
<td>0.00</td>
</tr>
</tbody>
</table>

Page 2 of 4

May 01, 2010

301 Delaware Street

Chase Bank

CINCINNATI, OH 45202

Phone: 1-800-424-6775

10 of 26

10 of 26
### Chase Statement Request Form

**Group ID:** [Redacted]

**Account Number:** [Redacted]

**Date:** May 25, 2010

#### Step 1: Balances

1. Write the ending balance shown on this statement: $[Redacted]

2. List any total or subtotal amounts not shown on this statement:

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Step 1 Total: $[Redacted]**

#### Step 2: Transaction Details

3. Add Step 2 Total to Step 1 Balance:

**Step 2 Total: $[Redacted]**

#### Step 3: List of Checks

4. List and total all checks, ATM withdrawals, debit card purchases, and other withdrawals as shown on this statement:

<table>
<thead>
<tr>
<th>Check Number or Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Step 4 Total: $[Redacted]**

#### Step 4: Comparison

5. Subtract Step 4 Total from Step 3 Total. This should match your Checkbook Balance: $[Redacted]

---

**COE.SCHWEIKERT.005703**

**CBA_0071**

18-222A_0941
### CHASE

**Account Information**
- Account Number: [Redacted]
- Account Type: [Redacted]
- Account Owner: [Redacted]
- Account Status: [Redacted]
- Account Balance: [Redacted]

**Account Statement**

#### Step 1: Opening Balance

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Description</th>
<th>Notes</th>
</tr>
</thead>
</table>

#### Step 2: Payments

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Description</th>
<th>Notes</th>
</tr>
</thead>
</table>

#### Step 3: Withdrawals

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Description</th>
<th>Notes</th>
</tr>
</thead>
</table>

#### Step 4: Adjustments

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Description</th>
<th>Notes</th>
</tr>
</thead>
</table>

#### Step 5: Closing Balance

**Closing Balance:** [Redacted]

---

**Terms and Conditions:**
- This document contains important information about your account and the services we provide. Please review it carefully. If you have any questions, please contact your customer service representative.

---

**Notice:**
- Important: This is your monthly account statement. Please review it carefully. If you believe there is an error or would like to report a transaction, please contact us immediately.

---

**Information:**
- Your account is monitored for activity. If any unusual activity is detected, we will contact you to confirm your identity. If you need assistance, please call [Redacted].

---

**Contact Information:**
- [Redacted] Bank & Trust, [Redacted] (800) [Redacted]
We are listing our portfolio service.

Good News: We will charge only the lowest term rate for any interest due on your account. The lowest term rate is the rate in effect at the time your account is closed.

We are here to help. If you need any questions, please call us at the number on the front of this statement or visit your nearest branch.

CHECKING SUMMARY

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Balance</td>
<td>$0</td>
</tr>
<tr>
<td>Ending Balance</td>
<td>$0</td>
</tr>
</tbody>
</table>

This has been your activity on your account during the statement period. You may not receive a statement through the mail to the address listed on your account. You can maintain your account statement by logging on to your account through online banking. If you have questions, please call us at the number on this statement.
# Chase Bank Statement

**Statement Date:** June 29, 2019

**Current Balance:** $[Balance]

---

## Calculate Current Balance

1. **Step 1:** Add the balance shown on the statement.
   - **Dater:** [Date]
   - **Amount:** $[Amount]

2. **Step 2:** Add the total of deposits & additions shown on this statement.
   - **Date:** [Date]
   - **Amount:** $[Amount]
   - **Step 2 Total:** $[Total]

3. **Step 3:** Add the total of checks, ATM withdrawals, and purchases and other withdrawals not shown on this statement.
   - **Date:** [Date]
   - **Amount:** $[Amount]
   - **Step 3 Total:** $[Total]

4. **Step 4:** Subtract Step 3 Total from Step 2 Total.
   - **Step 4 Total:** $[Total]

5. **Step 5:** Subtract Step 4 Total from Step 1 Total. This should match your CHECKBOOK balance.
   - **Step 5 Total:** $[Total]
# Checking Account Summary

## Related Customers
- Name: DAVID SCHWEIKERT FOR CONGRESS
- Relationship: Signer
- Date of Birth: 01/20/1962
- SSN: 09/23/1962

## Comments
No comments available.

## Financial Information
- **Account Name:** House of Congress
- **Account Type:** Individual
- **Account Number:** 942-000000
- **Account Address:** 1300 Longworth House of Representatives, Washington, DC 20515

### Account Information
- **Current Balance:** $0.00
- **Previous Balance:** $0.00
- **Available Balance:** $0.00
- **Average Available Balance:** $0.00
- **Average Available Balance for Previous Month:** $0.00
- **Average Available Balance for Previous Year:** $0.00
- **Average Available Balance for Previous Year:** $0.00
- **Average Available Balance for Previous Year:** $0.00
- **Last Transaction Date:** 10/05/2020
- **Previous Month:** 10/05/2020
- **Previous Year:** 10/05/2019

### Account Details
- **Interest Rate:** 0.00%
- **Interest Earned:** $0.00
- **Minimum Balance:** $0.00
- **Reconciliation:** None
- **Last Reconciliation Date:** 10/05/2020

### Financial Information
- **Current Amount:** $0.00
- **Previous Amount:** $0.00
- **Available Amount:** $0.00
- **Average Available Amount:** $0.00
- **Average Available Amount for Previous Month:** $0.00
- **Average Available Amount for Previous Year:** $0.00

### Account History
- **Previous Transfers:** None
- **Last Transfer:** None
- **Previous Allocation:** None
- **Last Allocation:** None

### Account Notes
- **Notes:** None
<table>
<thead>
<tr>
<th>Account Protection</th>
<th>45 Day Hold Payee Information</th>
<th>Account Relationship Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td>Yes</td>
<td>Daily Information</td>
</tr>
<tr>
<td>No</td>
<td>Yes</td>
<td>Exceptional Use Of Account Details</td>
</tr>
<tr>
<td>No</td>
<td>Yes</td>
<td>Miscellaneous Fee Information</td>
</tr>
<tr>
<td>No</td>
<td>Yes</td>
<td>Display Information</td>
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<table>
<thead>
<tr>
<th>Expected Use Of Account Information</th>
<th>Daily Information</th>
<th>Exceptional Use Of Account Details</th>
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<tr>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Yes</td>
<td>Yes</td>
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<table>
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<tr>
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<th>Display Information</th>
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</thead>
<tbody>
<tr>
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<td>Yes</td>
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<tr>
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<table>
<thead>
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<th>COE.SCHWEIKERT.005710</th>
<th>CBA_1912</th>
</tr>
</thead>
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<tr>
<td>18.2334,0000</td>
<td></td>
</tr>
<tr>
<td>Category</td>
<td>Details</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>-------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Promotion Information</td>
<td>Display Information</td>
</tr>
<tr>
<td>Interest Promo Code and Plan</td>
<td>History Information</td>
</tr>
<tr>
<td>Sweep Information</td>
<td>Display Information</td>
</tr>
<tr>
<td>Statement Information</td>
<td>Display Information</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td></td>
</tr>
<tr>
<td>Open Date</td>
<td>1/21/2012</td>
</tr>
<tr>
<td>Close Date</td>
<td>6/29/2013</td>
</tr>
<tr>
<td>Restriction</td>
<td>N</td>
</tr>
<tr>
<td>Custom Calendar</td>
<td>Y</td>
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<td>Control</td>
<td>N</td>
</tr>
<tr>
<td>Business Identical ID</td>
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</tr>
<tr>
<td>Statement Change Date</td>
<td>06/29/2011</td>
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<tr>
<td>Bankruptcy Management Service</td>
<td>N</td>
</tr>
<tr>
<td>Automatic Product Change</td>
<td>N</td>
</tr>
<tr>
<td>Transaction Change Date</td>
<td>06/29/2011</td>
</tr>
<tr>
<td>Check Limit Expiration</td>
<td>06/29/2011</td>
</tr>
<tr>
<td>Electronic Signature</td>
<td>Y</td>
</tr>
<tr>
<td>Last ACH Credit Date</td>
<td>02/10/2013</td>
</tr>
<tr>
<td>Check Cashing Amount</td>
<td>$0.00</td>
</tr>
<tr>
<td>Earnings Credit Balance</td>
<td>$0.00</td>
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<tr>
<td>Attorney Trust Account</td>
<td>No</td>
</tr>
<tr>
<td>Electronic Signature</td>
<td>Y</td>
</tr>
</tbody>
</table>
David S. Schiwekert

Account Numbers: ****************************

Statement Date: 11/04/11
Page Number: 1

MIXED MONEY MARKET

Previous Balance on 10/24/11 $ 0.00
2 Deposits and Other Additions (Credits) = 200,076.71
Current Balance on 11/04/11 $ 200,076.71

Checking Account Transactions

10/24/11 Regular Deposit 300,000.00 +
11/04/11 Late Deposit 76.71 +
10/24/11 Late Charge 1.00

Interest Paid Year to Date is 76.71
Low Balance for Period was 200,000.00
Average lowest balance for period was 200,000.00
Low Collected Balance for Period was 200,000.00
Current Interest Rate is 1.00%
Statement Period = 14 days
Interest Earned for Period = 76.71
Annual Percentage Yield Earned 1.01%

COE.SCHWIEKERT.005713
10-24-11
NAME: DAVID SCHWEIKERT
ACCOUNT NUMBER: [redacted]
METRO PHOENIX BANK
CHECKING DEPOSIT
NOTE FOR DEPOSIT OF CASH
DATE: 10-24-11
AMOUNT: $200,000.00

COE.SCHWEIKERT.005714
MPB_1890
10.2334_0912
2012 DAVID SCHWEIKERT FOR CONGRESS

PAY TO THE ORDER OF DAVID SCHWEIKERT FOR CONGRESS

Two hundred thousand dollars ($200,000)

DATE: 1/24/11

CHASE

Maiden name or act: Joyce Schweikert

CQE. SCHWEIKERT 005715
MEMO NO. 8062

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous Balance on 11/14/11</td>
<td>$200,074.71</td>
</tr>
<tr>
<td>Checks and Other Charges (Debits)</td>
<td>$380,074.71</td>
</tr>
<tr>
<td>Current Balance on 12/15/11</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Checking Account Transactions:
- 11/15/11 Withdraw & Close: $200,074.71

Interest Paid Year to Date
- Low Balance for Period was 0.00
- Average Balances for Period were 0.00
- Low Collected Balance for Period was 0.00
- Current Interest Rate is 1.00%

********** FINAL STATEMENT **********

COE.SCHWEIKERT.005716
Transfer
Schweikert for Congress

ACCOUNT NUMBER

$200,074.71

COE.SCHWEIKERT.005718

MPR_1873
16.2234_0916
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Previous Balance on 10/31/11</td>
<td>$......</td>
</tr>
<tr>
<td>Current Balance on 10/31/11</td>
<td>$......</td>
</tr>
<tr>
<td>Low Balance for Period was</td>
<td>$.80</td>
</tr>
<tr>
<td>Average Lodger Balance for Period was</td>
<td>$.80</td>
</tr>
<tr>
<td>Low Collected Balance for Period was</td>
<td>$.80</td>
</tr>
<tr>
<td>Current Interest Rate in %</td>
<td>.65%</td>
</tr>
</tbody>
</table>
**Business Money Market**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous Balance on 10/31/11</td>
<td>$0</td>
</tr>
<tr>
<td>2 Deposits</td>
<td>$200,002.67</td>
</tr>
<tr>
<td>1 Check and Other Charges (Debits)</td>
<td>$13.00</td>
</tr>
<tr>
<td><strong>Current Balance on 11/30/11</strong></td>
<td><strong>$200,185.65</strong></td>
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</table>

**Checking Account Transactions**

<table>
<thead>
<tr>
<th>Date</th>
<th>Transaction Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/07/11</td>
<td>Regular Deposit</td>
<td>$200,076.71 *</td>
</tr>
<tr>
<td>11/20/11</td>
<td>Inter Deposit</td>
<td>$124.30 *</td>
</tr>
<tr>
<td>11/21/11</td>
<td>Service Charge</td>
<td>$16.00</td>
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</table>

**Daily Balance Summary**

<table>
<thead>
<tr>
<th>Balance Date</th>
<th>Balance Date</th>
<th>Balance Date</th>
<th>Balance Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>02 10/31</td>
<td>200,076.71</td>
<td>11/07</td>
<td>200,185.65</td>
</tr>
</tbody>
</table>

- Interest Paid Year to Date: $121.90
- Low Balance for Period was: $0
- Average ledger balance for period was: $100,043.37
- New collected balance for period was: $0
- Current Interest Rate is: .50%
<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/31/11</td>
<td>$200,249.05</td>
<td>Current Balance</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/31/11</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Checking Account Transactions**

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/31/11</td>
<td>$156.21</td>
<td>+</td>
</tr>
<tr>
<td>12/31/11</td>
<td>.00</td>
<td></td>
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**DAILY BALANCE SUMMARY**

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/30/11</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/31/11</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/31/11</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- Interest Paid Year to Date: $0.00
- Low Balance for Period: 200,184.49
- Average Ledger Balance for Period: 200,184.49
- Low Deposited Balance for Period: 200,184.49
- Current Interest Rate: .00%
Checking Account Transactions

1/31/15 Into Deposit 140.78
1/21/15 Rate Change .49
<table>
<thead>
<tr>
<th>ACCOUNT</th>
<th>[****]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Statement Date:</td>
<td>2/28/12</td>
</tr>
<tr>
<td>Page Number:</td>
<td>1</td>
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<table>
<thead>
<tr>
<th>MONEY MARKET</th>
<th>[*******]</th>
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</thead>
<tbody>
<tr>
<td>Previous Balance on 1/31/12</td>
<td>$200,882.79</td>
</tr>
<tr>
<td>1 Deposits and Other Additions (Credits)</td>
<td>+ $103.54</td>
</tr>
<tr>
<td>Current Balance as of 2/20/12</td>
<td>$200,986.33</td>
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</tbody>
</table>

**Checking Account Transactions**

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2/19/12</td>
<td>Intro Deposit</td>
<td>$103.54</td>
</tr>
</tbody>
</table>

Interest Paid Year to Date is $44.33
Low Balance for Period was $200,683.79
Average Ledger Balance for Period was $200,883.79
Low Collect Balance for Period was $200,483.79
Current Interest Rate is .058

COE.SCHWEIKERT.005725
<table>
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<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Previous Balance on 2/29/12</td>
<td>$200,587.33</td>
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<tr>
<td>1 Deposits and Other Additions (Credits)</td>
<td>+110.74</td>
</tr>
<tr>
<td>Current Balance on 3/11/12</td>
<td>$200,698.07</td>
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</table>

Checking Account Transactions

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest Paid Year to Date as</td>
<td>$55.07</td>
</tr>
<tr>
<td>Low Balance for Period was</td>
<td>$200,587.33</td>
</tr>
<tr>
<td>Average Ledger Balance for Period was</td>
<td>$200,587.33</td>
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<tr>
<td>Low Collected Balance for Period was</td>
<td>$200,587.33</td>
</tr>
<tr>
<td>Current Interest Rate as</td>
<td>.069</td>
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</table>
### Business Money Market

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Previous Balance on 2/28/12</td>
<td>$200,000.07</td>
</tr>
<tr>
<td>Deposits and Other Additions (Credits)</td>
<td>+ 107.22</td>
</tr>
<tr>
<td>Current Balance on 4/30/12</td>
<td>$200,107.29</td>
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</table>

**Checking Account Transactions**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
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<td>62.36</td>
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<tr>
<td>Low Balance for Period was</td>
<td>200,000.07</td>
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<tr>
<td>Average Ledger Balance for Period was</td>
<td>200,000.07</td>
</tr>
<tr>
<td>New Collected Balance for Period was</td>
<td>200,000.07</td>
</tr>
<tr>
<td>Current Interest Rate</td>
<td>.019</td>
</tr>
<tr>
<td>Description</td>
<td>Amount</td>
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<tr>
<td>-------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>Previous Balance on 4/30/12</td>
<td>$200,805.29</td>
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<tr>
<td>1 Deposits and Other Additions (Credits)</td>
<td>$110.86</td>
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<tr>
<td>Current Balance on 5/31/12</td>
<td>$300,916.15</td>
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</table>

Checking Account Transactions:

- Interest Paid Year to Date: $572.15
- Low Balance for Period was: $200,805.29
- Average Ledger Balance for Period was: $200,805.29
- Low Collected Balance for Period was: $200,805.29
- Current Interest Rate is: .018%
### BUSINESS MONEY MARKET

**Statement Date:** 6/30/12

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Previous Balance on 6/30/12</td>
<td>$200,916.75</td>
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<tr>
<td>1 Deposits and Other Additions (Credits)</td>
<td>+ 177.34</td>
</tr>
<tr>
<td>Current Balance on 6/30/12</td>
<td>$201,094.09</td>
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### Checking Account Transactions

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Interest Paid Year to Date to</td>
<td>$0.49</td>
</tr>
<tr>
<td>Low Balance for Period was</td>
<td>$200,916.75</td>
</tr>
<tr>
<td>Average Ledger Balance for Period was</td>
<td>$200,916.75</td>
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<tr>
<td>Low Collected Balance for Period was</td>
<td>$200,916.75</td>
</tr>
<tr>
<td>Current Interest Rate is</td>
<td>0.59%</td>
</tr>
<tr>
<td>Description</td>
<td>Amount</td>
</tr>
<tr>
<td>--------------------------------------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>Prev. Balance on 6/30/12</td>
<td>$201,023.49</td>
</tr>
<tr>
<td>1st Deposit and Other Additions (Credited)</td>
<td></td>
</tr>
<tr>
<td>Credit Balance on 7/31/12</td>
<td>$203,134.97</td>
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<table>
<thead>
<tr>
<th>Checking Account Transactions</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>7/31/12 Your Deposit</td>
<td></td>
</tr>
<tr>
<td>Interest Paid Year to Date is</td>
<td>79.47</td>
</tr>
<tr>
<td>Low Balance for Period was</td>
<td>201,023.49</td>
</tr>
<tr>
<td>Average Ledger Balance for Period was</td>
<td>201,023.49</td>
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<tr>
<td>Low Collected Balance for Period was</td>
<td>201,023.49</td>
</tr>
<tr>
<td>Current Interest Rate is</td>
<td>.659</td>
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</table>
Checking Account Transactions

<table>
<thead>
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<th>Date</th>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>6/02/12</td>
<td>Debit Memo</td>
<td>100,000.00</td>
</tr>
<tr>
<td>8/05/12</td>
<td>Debit Memo</td>
<td>101,134.47</td>
</tr>
</tbody>
</table>

interest charge

Interest Earned Year to Date: 781.47
Low Balance for Period was: 0.00
Low Balance for Period was: 28,325.00
Low Collected Balance for Period was: 0.00
Current Interest Rate is: 0.234%
CASHIER'S CHECK

Amount: One Hundred Thousand Dollars and Zero Cents

Pay to the Order of: Joyce Schweikert

Operator: 651
Source of Funds:
Check Fee: $0.00
Account Information:

Schweikert For Congress

No. 001690
Date: 8/02/2012

$100,000.00

C.O.E. SCHWEIKERT.005732
CASHIER'S CHECK

No. 005700
Date: 8/09/2012

One Hundred One Thousand One Hundred Thirty Four Dollars and Forty Seven Cents

$101,134.47

Pay to the Order of:
Schweikert for Congress

Operator: 600
Time: 14:30
Source of Funds:

Check Fee: $0.00
Account Information:

Schweikert for Congress

COE_SCHWEIKERT.005734
<table>
<thead>
<tr>
<th>Account Number: ****</th>
<th>Statement Date: 10/31/12</th>
<th>Page Number: 1</th>
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<tbody>
<tr>
<td>Previous Balance on 9/30/12</td>
<td>$0.00</td>
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</tr>
<tr>
<td>Current Balance on 10/31/12</td>
<td>$0.00</td>
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**Business Money Market**

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest Paid Year to Date</td>
<td>$0.00</td>
</tr>
<tr>
<td>Low Balance for Period was</td>
<td>$0.00</td>
</tr>
<tr>
<td>Average Ledger Balance for Period was</td>
<td>$0.00</td>
</tr>
<tr>
<td>Low Collected Balance for Period was</td>
<td>$0.00</td>
</tr>
<tr>
<td>Current Interest Rate is</td>
<td>.00%</td>
</tr>
</tbody>
</table>

Coe. Schweikert 005737
<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Money Market</td>
<td>$260.99</td>
</tr>
<tr>
<td>Previous Balance on 10/31/12</td>
<td>$260.99</td>
</tr>
<tr>
<td>Current Balance on 11/30/12</td>
<td>$260.99</td>
</tr>
<tr>
<td>Interest Paid Year to Date</td>
<td>$0.00</td>
</tr>
<tr>
<td>Low Balance for Period was</td>
<td>$0.00</td>
</tr>
<tr>
<td>Average Low Balance for Period was</td>
<td>$0.00</td>
</tr>
<tr>
<td>Low Collected Balance for Period was</td>
<td>$0.00</td>
</tr>
<tr>
<td>Current Interest Rate is</td>
<td>0.0%</td>
</tr>
</tbody>
</table>
## SCHWEIKERT For Congress

<table>
<thead>
<tr>
<th>Account Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Statement Date: 12/31/12</td>
</tr>
<tr>
<td>Page Number: 1</td>
</tr>
<tr>
<td>Items: 0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SCHWEIKERT MONEY MARKET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous Balance on 11/08/12</td>
</tr>
<tr>
<td>Current Balance on 12/31/12</td>
</tr>
</tbody>
</table>

- Interest Paid Year to Date is: 791.47
- Low Balance for Period was: $.00
- Average Daily Balance for Period was: $.00
- Low Collected Balance for Period was: $.00
- Current Interest Rate is: 0.05%
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous Balance on 11/30/32</td>
<td>$0.00</td>
</tr>
<tr>
<td>Current Balance on 1/31/33</td>
<td>$0.00</td>
</tr>
<tr>
<td>Low Balance for Period was</td>
<td>$0.00</td>
</tr>
<tr>
<td>Average Ledger Balance for Period was</td>
<td>$0.00</td>
</tr>
<tr>
<td>Low Collected Balance for Period was</td>
<td>$0.00</td>
</tr>
<tr>
<td>Current Interest Rate is</td>
<td>0.25%</td>
</tr>
<tr>
<td>Description</td>
<td>Amount</td>
</tr>
<tr>
<td>-----------------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>Previous Balance on 3/31/13</td>
<td></td>
</tr>
<tr>
<td>Current Balance on 4/30/13</td>
<td></td>
</tr>
<tr>
<td>Low Balance for Period was</td>
<td>.00</td>
</tr>
<tr>
<td>Average Ledger Balance for Period was</td>
<td>.00</td>
</tr>
<tr>
<td>Low Collected Balance for Period was</td>
<td>.00</td>
</tr>
<tr>
<td>Current Interest Rate is</td>
<td>.63%</td>
</tr>
</tbody>
</table>

COE.SCHWEIKERT.005743
<table>
<thead>
<tr>
<th>Account Number:</th>
<th>Statement Date:</th>
<th>Page Number:</th>
<th>Time:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1406</strong></td>
<td>6/30/13</td>
<td>5</td>
<td></td>
</tr>
</tbody>
</table>

**WYSSBNS MONEY MARKET**

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous Balance on 5/31/13</td>
<td></td>
</tr>
<tr>
<td>Current Balance on 6/30/13</td>
<td>$0.00</td>
</tr>
<tr>
<td>Average Daily Balance for Period</td>
<td>$0.00</td>
</tr>
<tr>
<td>Average Amounts Balance for Period</td>
<td>$0.00</td>
</tr>
<tr>
<td>Current Interest Rate is</td>
<td>0.45%</td>
</tr>
</tbody>
</table>
EXHIBIT 19
# Bank Statement

## Assets

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Debit Balance</th>
<th>Credit Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Checking &amp; Savings</td>
<td>$10,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chase BusinessPlus Extra</td>
<td>$5,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$15,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Checking Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Balance</td>
<td>$10,000</td>
</tr>
<tr>
<td>Deposits and Additions</td>
<td>102,000</td>
</tr>
<tr>
<td>Checks Paid</td>
<td>-100,000</td>
</tr>
<tr>
<td>Electronic Withdrawals</td>
<td>-50,000</td>
</tr>
<tr>
<td>Face and Other Withdraws</td>
<td>-30,000</td>
</tr>
<tr>
<td>Ending Balance</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

---

**Note:** All Summary Balance shown current of August 31, 2010 unless otherwise stated. For details of your balances, account, and bank statements, you will receive separate statements. Signature summary statements for accounts approved by the security division's committee and licensed to be reliable without guarantees of accuracy or security.
## DEPOSITS AND ADDITIONS

<table>
<thead>
<tr>
<th>DATE</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/02</td>
<td>Deposit</td>
<td>$750.00</td>
</tr>
<tr>
<td>09/03</td>
<td>Deposit</td>
<td>800.00</td>
</tr>
<tr>
<td>09/15</td>
<td>Deposit</td>
<td>750.00</td>
</tr>
<tr>
<td>09/17</td>
<td>Deposit</td>
<td>150.00</td>
</tr>
<tr>
<td>09/31</td>
<td>Deposit</td>
<td>170,820.00</td>
</tr>
<tr>
<td></td>
<td>Total Deposits and Additions</td>
<td><strong>$181,690.00</strong></td>
</tr>
</tbody>
</table>

## CHECKS PAID

<table>
<thead>
<tr>
<th>DATE</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/09</td>
<td>Check</td>
<td>101.00</td>
</tr>
<tr>
<td>09/10</td>
<td>Check</td>
<td>101.00</td>
</tr>
<tr>
<td>09/11</td>
<td>Check</td>
<td>350.35</td>
</tr>
<tr>
<td>09/11</td>
<td>Check</td>
<td>420.53</td>
</tr>
<tr>
<td></td>
<td>Total Checks Paid</td>
<td><strong>$1,052.88</strong></td>
</tr>
</tbody>
</table>

*This means either a description or the Check Paid section, or both, has been redacted and any image of a check or check image is redacted. As a result, we’re not able to show the check, or any images of the check.*

## ELECTRONIC WITHDRAWALS

<table>
<thead>
<tr>
<th>DATE</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/01</td>
<td>EFT to Chase</td>
<td>3,000.00</td>
</tr>
<tr>
<td>09/28</td>
<td>EFT to Chase</td>
<td>9,000.00</td>
</tr>
<tr>
<td></td>
<td>Total Electronic Withdrawals</td>
<td><strong>$12,000.00</strong></td>
</tr>
</tbody>
</table>

## FEES AND OTHER WITHDRAWALS

<table>
<thead>
<tr>
<th>DATE</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/01</td>
<td>Check CK21 07-999</td>
<td>$64.00</td>
</tr>
<tr>
<td></td>
<td>Total Fees &amp; Other Withdrawals</td>
<td><strong>$64.00</strong></td>
</tr>
</tbody>
</table>

*The fee or amount you see here is included in the transaction for account.*

## DAILY ENDING BALANCE

<table>
<thead>
<tr>
<th>DATE</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/01</td>
<td>Balance</td>
<td><strong>$222,027.96</strong></td>
</tr>
<tr>
<td>09/02</td>
<td>14,965.91</td>
<td></td>
</tr>
<tr>
<td>09/03</td>
<td>10,450.31</td>
<td></td>
</tr>
<tr>
<td>09/04</td>
<td>2,615.79</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Balance</td>
<td><strong>$222,027.96</strong></td>
</tr>
</tbody>
</table>

*The fee or amount you see here is included in the transaction for account.*
### DAILY ENDING BALANCE (continued)

<table>
<thead>
<tr>
<th>Date</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>08/20</td>
<td>2,905.61</td>
</tr>
<tr>
<td>08/21</td>
<td>2,905.61</td>
</tr>
<tr>
<td>08/22</td>
<td>2,716.71</td>
</tr>
<tr>
<td>08/23</td>
<td>1,692.35</td>
</tr>
</tbody>
</table>

### CHECKING SUMMARY

<table>
<thead>
<tr>
<th>Statement</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ending Balance</td>
<td>0.00</td>
</tr>
<tr>
<td>INCREASE</td>
<td>$942.47</td>
</tr>
<tr>
<td>DECREASE</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

The fees for this account are indicated in the lower right-hand corner of the account.
Note: Ensure your checkbook register is up-to-date with all transactions to date whether they are included on your statement or not.

1. Write in the opening balance shown on this statement:
   Step 1 Balance: $__________

2. List and total all deposits, cash withdrawals, direct deposits, and other transfers not shown on this statement:

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

   Step 2 Total: $__________

3. Add Step 1 Total or Step 1 Balance
   Step 2 Total: $__________

4. List and total all checks, ATM withdrawals, direct card purchases and other withdrawals not shown on this statement:

<table>
<thead>
<tr>
<th>Check Number</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

   Step 3 Total: $__________

5. Subtract Step 4 Total from Step 3 Total. This should match your Checkbook Balance: $__________
ASSETS

<table>
<thead>
<tr>
<th>Checking &amp; Savings</th>
<th>ACCOUNT</th>
<th>BEGINNING BALANCE</th>
<th>ENDED BALANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chase BusinessFlex</td>
<td>$8,019.83</td>
<td>$5,914.91</td>
<td></td>
</tr>
<tr>
<td>Chase BusinessPlus</td>
<td>$3,017.27</td>
<td>$3,017.27</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$11,037.09</strong></td>
<td><strong>$9,932.18</strong></td>
<td></td>
</tr>
</tbody>
</table>

All Summary Balances shown are as of November 30, 2013 unless otherwise stated. For details of your retirement accounts, credit accounts or securities accounts, you will receive separate statements. Balance summary information is provided by the custodian and is included in the statement without guarantee of its completeness or accuracy.
CHECKING SUMMARY

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Balance</td>
<td>$5,670.07</td>
</tr>
<tr>
<td>Deposits and Additions</td>
<td>17,836.00</td>
</tr>
<tr>
<td>Checks and Withdrawals</td>
<td>-2,845.48</td>
</tr>
<tr>
<td>Ending Balance</td>
<td>15,020.55</td>
</tr>
</tbody>
</table>

DEPOSITS AND ADDITIONS

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/09</td>
<td>Deposit</td>
<td>550.00</td>
</tr>
<tr>
<td>1/10</td>
<td>Deposit</td>
<td>2,600.00</td>
</tr>
<tr>
<td>1/23</td>
<td>Deposit</td>
<td>710.00</td>
</tr>
<tr>
<td>1/29</td>
<td>Deposit</td>
<td>950.00</td>
</tr>
<tr>
<td>1/30</td>
<td>Check to Tandy Farms, Inc</td>
<td>15,020.00</td>
</tr>
<tr>
<td>Total Deposits and Additions</td>
<td>$17,950.00</td>
<td></td>
</tr>
</tbody>
</table>

CHECKS PAID

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/05</td>
<td>Check to Tandy Farms, Inc</td>
<td>5,195.55</td>
</tr>
<tr>
<td>1/10</td>
<td>Check to Tandy Farms, Inc</td>
<td>162.73</td>
</tr>
<tr>
<td>1/15</td>
<td>Check to Tandy Farms, Inc</td>
<td>78.85</td>
</tr>
<tr>
<td>1/17</td>
<td>Check to Tandy Farms, Inc</td>
<td>424.50</td>
</tr>
<tr>
<td>1/19</td>
<td>Check to Tandy Farms, Inc</td>
<td>370.00</td>
</tr>
<tr>
<td>Total Checks Paid</td>
<td>$8,485.43</td>
<td></td>
</tr>
</tbody>
</table>

If you use a payment processor in the Checks Paid section, it means that we recorded only electronic information about the check, not the signature or amount of the check. As a result, we may not be able to return the check to you or deliver any other things.

*An image of the check may be available for you to view on Chase.com.
### ELECTRONIC WITHDRAWALS

<table>
<thead>
<tr>
<th>DATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1/15</td>
<td>0.00</td>
</tr>
<tr>
<td>1/2/15</td>
<td>32.75</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Electronic Withdrawals: $0.00

### DAILY ENDING BALANCE

<table>
<thead>
<tr>
<th>DATE</th>
<th>BALANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1/15</td>
<td>0.00</td>
</tr>
<tr>
<td>1/2/15</td>
<td>32.75</td>
</tr>
<tr>
<td>1/3/15</td>
<td>55.50</td>
</tr>
<tr>
<td>1/4/15</td>
<td>231.70</td>
</tr>
<tr>
<td>1/5/15</td>
<td>231.70</td>
</tr>
<tr>
<td></td>
<td>231.70</td>
</tr>
</tbody>
</table>

### CHECKING SUMMARY

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>005754</td>
<td>$3,357.49</td>
</tr>
</tbody>
</table>

Beginning Balance: $3,357.49

Ending Balance: $3,357.49

Thank you for your account and include our bank information for account: 
CHASE

November 1, 2021 through November 30, 2021
Primary Account Number: 005755

Note: Ensure your checkbook register is up to date with all transactions to date whether you are included on your
month's statement or not.

1. Write in the existing Balance shown on this statement.

Step 1 Balance: $______________

2. List and total deposits & additions not shown on this statement:

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Step 2 Total: $______________

3. Add Step 2 Total to Step 1 Balance.

Step 3 Total: $______________

4. List and total all checks, ATM withdrawals, debit card purchases and other withdrawals not shown on this statement:

<table>
<thead>
<tr>
<th>Check Number</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Step 4 Total: $______________

5. Subtract Step 4 Total from Step 3 Total. This should equal your Outstanding Balance.

Outstanding Balance: $______________

In case of difficulty or questions about the preceding transactions, call us at the toll-free number above or write to Chase Card Services, P.O. Box 650000, Jacksonville, FL 32265. You will also receive a free annual Credit Report from Experian, TransUnion or Equifax. Chase Cobalt Bank is a member of SIF.

CBA 14055
10-2234_093
### ASSETS

<table>
<thead>
<tr>
<th>Type</th>
<th>Account</th>
<th>Beginning Balance</th>
<th>Ending Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chase Business Line</td>
<td>$5,917.84</td>
<td>$5,917.84</td>
<td></td>
</tr>
<tr>
<td>Chase Business Line</td>
<td></td>
<td></td>
<td>$5,917.84</td>
</tr>
<tr>
<td>Total</td>
<td>$5,917.84</td>
<td>$5,917.84</td>
<td>$5,917.84</td>
</tr>
</tbody>
</table>

### CHECKING SUMMARY

<table>
<thead>
<tr>
<th>Description</th>
<th>Nbrs</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Balance</td>
<td>6</td>
<td>$1,768.47</td>
</tr>
<tr>
<td>Deposits &amp; Addit.</td>
<td>4</td>
<td>$17,089.33</td>
</tr>
<tr>
<td>Checks Paid</td>
<td>4</td>
<td>$294.63</td>
</tr>
<tr>
<td>Ending Balance</td>
<td>10</td>
<td>$2,977.94</td>
</tr>
</tbody>
</table>

---

C.E. Schweikert 005756
# Chase Bank Statement

## Deposits and Additions

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/02</td>
<td>Deposit</td>
<td>$110.00</td>
</tr>
<tr>
<td>01/03</td>
<td>Deposit</td>
<td>$100.00</td>
</tr>
<tr>
<td>01/04</td>
<td>Deposit</td>
<td>$100.00</td>
</tr>
<tr>
<td>01/05</td>
<td>Deposit</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

**Total Deposits and Additions:** $410.00

## Checks Paid

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/04</td>
<td>Check</td>
<td>$291.63</td>
</tr>
</tbody>
</table>

**Total Checks Paid:** $291.63

---

## Daily Ending Balance

<table>
<thead>
<tr>
<th>Date</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/02</td>
<td>$100.00</td>
</tr>
<tr>
<td>01/03</td>
<td>$100.00</td>
</tr>
<tr>
<td>01/04</td>
<td>$100.00</td>
</tr>
<tr>
<td>01/05</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

---

<table>
<thead>
<tr>
<th>Date</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/06</td>
<td>$100.00</td>
</tr>
<tr>
<td>01/07</td>
<td>$100.00</td>
</tr>
<tr>
<td>01/08</td>
<td>$100.00</td>
</tr>
<tr>
<td>01/09</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

---

COE.SCHWEIKERT.005757  CBA.1472  16-234/665
## CHECKING SUMMARY

<table>
<thead>
<tr>
<th>Transaction</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Balance</td>
<td>$5,520.47</td>
</tr>
<tr>
<td>Ending Balance</td>
<td>$5,520.47</td>
</tr>
</tbody>
</table>

The fees for this account are included in the line itemization for account.
CHASE

Note: Ensure your checkbook register is up to date with all transactions to help whether they are reflected on your statement. If not

1. Write the ending balance shown on this statement: $ ________________

2. List and total all deposits & withdrawals shown on this statement:

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Step 3 Total: $ ________________

3. Add Step 2 Total to Step 1 Balance.

Step 4 Total: $ ________________

4. List and total all checks, ATM withdrawals, debit card purchases, and other withdrawals not shown on this statement:

<table>
<thead>
<tr>
<th>Check Number n Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Step 5 Total: $ ________________

5. Subtract Step 4 Total from Step 3 Total. This should match your Checkbook Balance: $ ________________

As a reminder, federal regulations direct financial institutions to handle your checks accurately. It is also recommended to examine the back of your checks for any unauthorized signature or alterations.

Thank you for utilizing CHASE services. If you have any questions or need assistance, please contact your local CHASE representative.

(John Doe, Vice President, CHASE)

Page 1 of 4

COE.SCHWEIKERT.005759
# Page 1

## Chase Statement

### Deposits and Additions

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/31</td>
<td>General</td>
<td>$10,012.00</td>
</tr>
<tr>
<td>12/30</td>
<td>Check 73104344</td>
<td>$3,211.03</td>
</tr>
<tr>
<td>12/28</td>
<td>Deposit</td>
<td>$0.00</td>
</tr>
<tr>
<td>12/27</td>
<td>Deposit</td>
<td>$1,240.00</td>
</tr>
<tr>
<td>12/24</td>
<td>Direct Deposit</td>
<td>$180.00</td>
</tr>
<tr>
<td>12/21</td>
<td>Direct Deposit</td>
<td>$1,903.54</td>
</tr>
<tr>
<td>12/18</td>
<td>Direct Deposit</td>
<td>$180.00</td>
</tr>
<tr>
<td>12/11</td>
<td>Direct Deposit</td>
<td>$1,903.54</td>
</tr>
<tr>
<td></td>
<td>Total Deposits and Additions</td>
<td>$14,491.55</td>
</tr>
</tbody>
</table>

### Checks Paid

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/31</td>
<td>General</td>
<td>$219.95</td>
</tr>
<tr>
<td>12/30</td>
<td>General</td>
<td>$245.95</td>
</tr>
<tr>
<td>12/28</td>
<td>General</td>
<td>$43.95</td>
</tr>
<tr>
<td>12/27</td>
<td>General</td>
<td>$17.50</td>
</tr>
<tr>
<td>12/24</td>
<td>General</td>
<td>$51.95</td>
</tr>
<tr>
<td>12/18</td>
<td>General</td>
<td>$410.95</td>
</tr>
<tr>
<td>12/11</td>
<td>General</td>
<td>$172.95</td>
</tr>
<tr>
<td></td>
<td>Total Checks Paid</td>
<td>$585.97</td>
</tr>
</tbody>
</table>

*An image of the check may be available for you to view on Chase.com.

The face terms amount was included in the last information for account...

### Daily Ending Balance

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/30</td>
<td>$35,191.64</td>
</tr>
<tr>
<td>12/27</td>
<td>$45,588.61</td>
</tr>
<tr>
<td>12/14</td>
<td>$45,588.61</td>
</tr>
<tr>
<td>12/07</td>
<td>$45,588.61</td>
</tr>
<tr>
<td>12/04</td>
<td>$45,588.61</td>
</tr>
<tr>
<td></td>
<td>$3,933.47</td>
</tr>
</tbody>
</table>

### Checking Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Balance</td>
<td>$3,933.47</td>
</tr>
<tr>
<td>Ending Balance</td>
<td>$3,933.47</td>
</tr>
</tbody>
</table>

---

**COE SCHWEIKERT.005761**

---

CBA_14176

---

18-2234_099
# Financial Statement

**CHSE**

February 01, 2019 through February 28, 2019

**Fenley account: [Account Number]**

---

**Note:** Ensure your checkbook register is up-to-date and that all transactions are included on your statement or receipt.

### 1. Verify the Ending Balance shown on this statement and compare to the balance:

- **Balance:** $_______

### 2. Use and total all deposits & withdrawals not shown on this statement:

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Step 2 Total:** $_______

### 3. Add Step 2 Total to Step 1 Balance:

**Step 3 Total:** $_______

### 4. List and total all checks, ATM withdrawals, debit card purchases and other withdrawals:

<table>
<thead>
<tr>
<th>Check Number</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Step 4 Total:** $_______

### 5. Subtract Step 4 Total from Step 3 Total: This should match your Checkbook Balance:

**Your Checkbook Balance:** $_______

---

*Clients can request a personalized checkbook summary by sending an email to FinanceSupport@CHSE.com.*

---

**CBE_1478**

18.223A_S001
# Checking Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Balance</td>
<td>$10,843.48</td>
</tr>
<tr>
<td>Deposits and Additions</td>
<td>$7,265.47</td>
</tr>
<tr>
<td>Checks Paid</td>
<td>$7,209.89</td>
</tr>
<tr>
<td>Ending Balance</td>
<td>$10,509.05</td>
</tr>
</tbody>
</table>

# Deposits and Additions

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>04/04</td>
<td>Normal</td>
<td>$4,925.00</td>
</tr>
<tr>
<td>05/09</td>
<td>Normal</td>
<td>$2,900.00</td>
</tr>
<tr>
<td>05/11</td>
<td>Normal</td>
<td>$500.00</td>
</tr>
<tr>
<td>05/14</td>
<td>Normal</td>
<td>$1,050.00</td>
</tr>
<tr>
<td>05/15</td>
<td>Online Transfer from Co.</td>
<td>$3,699.00</td>
</tr>
<tr>
<td>05/19</td>
<td>Online Transfer from Co.</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>05/20</td>
<td>Normal</td>
<td>$7,643.00</td>
</tr>
<tr>
<td>05/26</td>
<td>Online Transfer from Co.</td>
<td>$2.00</td>
</tr>
<tr>
<td>05/27</td>
<td>Normal</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>05/28</td>
<td>Online Transfer from Co.</td>
<td>$10,000.00</td>
</tr>
</tbody>
</table>

Total Deposits and Additions: $31,058.47

# Checks Paid

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>04/04</td>
<td>Normal</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>05/09</td>
<td>Normal</td>
<td>$2,900.00</td>
</tr>
<tr>
<td>05/11</td>
<td>Normal</td>
<td>$500.00</td>
</tr>
<tr>
<td>05/14</td>
<td>Normal</td>
<td>$1,050.00</td>
</tr>
<tr>
<td>05/15</td>
<td>Online Transfer from Co.</td>
<td>$3,699.00</td>
</tr>
<tr>
<td>05/19</td>
<td>Online Transfer from Co.</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>05/20</td>
<td>Normal</td>
<td>$7,643.00</td>
</tr>
<tr>
<td>05/26</td>
<td>Online Transfer from Co.</td>
<td>$2.00</td>
</tr>
<tr>
<td>05/27</td>
<td>Normal</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>05/28</td>
<td>Online Transfer from Co.</td>
<td>$10,000.00</td>
</tr>
</tbody>
</table>

Total Checks Paid: $777.89

*An image of this check may be available for you to view on Chase.com.*
### ATM & Debit Card Withdrawals

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>$439.90</td>
</tr>
</tbody>
</table>

### ATM & Debit Card Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>ATM &amp; Debit Card Withdrawals Total</td>
<td>$439.90</td>
</tr>
<tr>
<td>Total</td>
<td>$439.90</td>
</tr>
</tbody>
</table>

### Fee and Other Withdrawals

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>$191,063.35</td>
</tr>
</tbody>
</table>

### Daily Ending Balance

<table>
<thead>
<tr>
<th>Date</th>
<th>Deposit</th>
<th>Withdrawal</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/31</td>
<td>$0.00</td>
<td>$135,900.00</td>
<td>$135,900.00</td>
</tr>
<tr>
<td>12/31</td>
<td>$0.00</td>
<td>$135,900.00</td>
<td>$135,900.00</td>
</tr>
<tr>
<td>12/31</td>
<td>$0.00</td>
<td>$135,900.00</td>
<td>$135,900.00</td>
</tr>
<tr>
<td>12/31</td>
<td>$0.00</td>
<td>$135,900.00</td>
<td>$135,900.00</td>
</tr>
<tr>
<td>12/31</td>
<td>$0.00</td>
<td>$135,900.00</td>
<td>$135,900.00</td>
</tr>
<tr>
<td>12/31</td>
<td>$0.00</td>
<td>$135,900.00</td>
<td>$135,900.00</td>
</tr>
<tr>
<td>12/31</td>
<td>$0.00</td>
<td>$135,900.00</td>
<td>$135,900.00</td>
</tr>
<tr>
<td>12/31</td>
<td>$0.00</td>
<td>$135,900.00</td>
<td>$135,900.00</td>
</tr>
<tr>
<td>12/31</td>
<td>$0.00</td>
<td>$135,900.00</td>
<td>$135,900.00</td>
</tr>
<tr>
<td>12/31</td>
<td>$0.00</td>
<td>$135,900.00</td>
<td>$135,900.00</td>
</tr>
</tbody>
</table>
# CHASE

**Checking Summary**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Balance</td>
<td>$8,576.97</td>
</tr>
<tr>
<td>Checking Withdrawals</td>
<td>($2,033.17)</td>
</tr>
<tr>
<td>Ending Balance</td>
<td>$6,543.80</td>
</tr>
</tbody>
</table>

**Electronic Withdrawals**

- **Description:** Transfer to Checking
  - **Amount:** $3,531.07

**Daily Ending Balance**

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/10</td>
<td>$6,543.80</td>
</tr>
</tbody>
</table>
IMPORTANT INFORMATION FOR CONSUMERS ABOUT YOUR PERSONAL CHASE CHECKING ACCOUNT

WHAT YOU NEED TO KNOW ABOUT OVERNIGHTS AND OVERDRAFT FEES

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can charge your account in one or more of the following ways:

1. We charge a fee of $25 per overdraft transaction that stems from your account.
2. The fees and charges total $5 or more, which may be subject to a variable rate.
3. The maximum amount of fees and charges for a single overdraft transaction is $175.

This notice applies to your account:

What are the standard overdraft practices that come with my account?

We will apply the following standard overdraft practices:

- If the overdraft is due to a debit card transaction, we will reverse the transaction.
- If the overdraft is due to a check or electronic payment, we will reverse the transaction.
- If the overdraft is due to a direct deposit, we will reverse the transaction.

What fees will I be charged if Chase pays my overdraft?

We will charge you a fee of $25 each time we pay an overdraft.

What does it mean to reverse a transaction?

If we correct an overdraft, any fees and charges for the transaction will be reversed.

If you have any questions about your account, please contact us at 1-800-737-9000 or visit our website at chase.com.
CHASE

CHASE

Note: Please ensure that your checkbook register is up-to-date with all transactions to date whether they are reflected on your statement or not.

1. Write in the Balancing Balance shown on the statement: $__________

2. List and total all deposits & withdrawals not shown on this statement:

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
</table>

   Step 2 Total: $__________

3. Add Step 1 Total to Step 2 Balance: $__________

4. List and total all checks, ATM withdrawals, debit card purchases and other withdrawals:

<table>
<thead>
<tr>
<th>Check Number</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
</table>

   Step 4 Total: $__________

5. Subtract Step 4 Total from Step 3 Total: This should match your Checkbook Balance $__________

In case of discrepancies, please check your Checkbook Balance in your account to ensure it matches the amount shown on your statement. If you have any issues, please contact the Customer Service Department listed on your account for assistance.

Chase Bank, N.A. N302, W2K2

Page 1 of 2

COE.SCHWEIKERT.005769

CBA_1403

10-2231_0687
EXHIBIT 20
EXHIBIT 21
CHASE
2000 CHASE PLaza
Cincinnati, OH 45260
1-800-222-1234
www.chase.com

CUSTOMER SERVICE INFORMATION
TDD 513-557-1877
(voice) 513-557-1234
Monday-Friday 9:00am-9:00pm

January-20, 2019
Account Number:

Important Notice

We are making changes to your account. Please read the enclosed notice for more information.

Starting April 1, 2019 we will charge the following:

Cash Deposited for cheques - Late charge applies to all cash deposits over $500 at $15.00 as follows:

Night Deposit Fee
$1.00 (per $1.00)

Cash Deposit Fee
$1.00 (per $1.00)

Other Cash (Deposit, Processing) Fees
$15 per transaction

Overnight Funds Fee
$30.00 per day

All other terms and conditions apply. If you have any questions, please call us at 1-800-222-1234 (1-866-257-2588) or your designated service team.

CHECKING SUMMARY

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Balance</td>
<td>$1,945,900</td>
</tr>
<tr>
<td>Deposits and Credits</td>
<td>96,923.19</td>
</tr>
<tr>
<td>Checks Paid</td>
<td>-10,769.40</td>
</tr>
<tr>
<td>ATM &amp; Debit Card/Withdrawals</td>
<td>20,491.94</td>
</tr>
<tr>
<td>Other Withdrawals, Fees &amp; Charges</td>
<td>-2,796.00</td>
</tr>
<tr>
<td>Ending Balance</td>
<td>$1,951,417</td>
</tr>
</tbody>
</table>

Page 1 of 1
### ATM & DEBIT CARD WITHDRAWALS

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>08/29</td>
<td>Cash Withdrawal - 539.99</td>
<td>539.99</td>
</tr>
<tr>
<td>08/30</td>
<td>Cash Withdrawal - 490.52</td>
<td>490.52</td>
</tr>
<tr>
<td>Total</td>
<td>Total ATM &amp; Debit Card Withdrawals</td>
<td>1,030.51</td>
</tr>
</tbody>
</table>

### OTHER WITHDRAWALS, FEES & CHARGES

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>08/30</td>
<td>ATM Fee</td>
<td>2.00</td>
</tr>
<tr>
<td>08/30</td>
<td>Transaction Fee</td>
<td>0.45</td>
</tr>
<tr>
<td>Total</td>
<td>Total Other Withdrawals, Fees &amp; Charges</td>
<td>2.45</td>
</tr>
</tbody>
</table>

### DAILY ENDING BALANCE

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>08/01</td>
<td>58,706.35</td>
<td>58,706.35</td>
</tr>
<tr>
<td>08/02</td>
<td>58,704.93</td>
<td>58,704.93</td>
</tr>
<tr>
<td>08/08</td>
<td>58,709.99</td>
<td>58,709.99</td>
</tr>
<tr>
<td>08/09</td>
<td>58,717.69</td>
<td>58,717.69</td>
</tr>
<tr>
<td>08/10</td>
<td>58,723.12</td>
<td>58,723.12</td>
</tr>
<tr>
<td>08/11</td>
<td>58,736.67</td>
<td>58,736.67</td>
</tr>
<tr>
<td>08/12</td>
<td>58,759.93</td>
<td>58,759.93</td>
</tr>
<tr>
<td>08/13</td>
<td>58,776.83</td>
<td>58,776.83</td>
</tr>
<tr>
<td>08/14</td>
<td>58,793.56</td>
<td>58,793.56</td>
</tr>
<tr>
<td>08/15</td>
<td>58,849.95</td>
<td>58,849.95</td>
</tr>
</tbody>
</table>

### SERVICE CHARGE SUMMARY

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Charge</td>
<td>2.45</td>
</tr>
<tr>
<td>Total</td>
<td>2.45</td>
</tr>
</tbody>
</table>

**Account Number:** 005780
Important Notice:

We are making changes to your account. Please see the enclosed notice for more information.

Effective April 1, 2010, we will change the fees for the following:

Cash Deposits/Withdrawals—Fine apply to all cash deposited or withdrawn in excess of $500:

- $1.00 (per $1,000)
- $0.50 (per $500)

Cash Deposit/Withdrawal Fees:
- $0.50 Flat fee per transaction
- $0.05 Flat Fee per transaction

Other Cash/Debit Processing Fees:
- $0.10 per transaction

Check Orders Fees:
- $2.00 per transaction

All other fees and charges apply. If you have any questions, please call us at 1-800-222-4242 or visit your nearest branch office.

CHECKING SUMMARY

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Balance</td>
<td>$61,584.79</td>
</tr>
<tr>
<td>Checks Deposited</td>
<td>16</td>
</tr>
<tr>
<td>Checks Returned</td>
<td>1</td>
</tr>
<tr>
<td>ACH &amp; Card Debit Withdrawns</td>
<td>15</td>
</tr>
<tr>
<td>Other Withdrawals, Fees &amp; Charges</td>
<td>8</td>
</tr>
<tr>
<td>Ending Balance</td>
<td></td>
</tr>
</tbody>
</table>

Page 1 of 2
1. Write in the ending balance shown on this statement:
   Ending Balance: $___________

2. List and total all deposits & additions not shown on this statement:

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

   Step 2 Total: $___________

3. Add Step 2 Total to Step 1 Balance:
   New Balance: $___________

4. List and total all checks, ACH debits, debit card purchases and other withdrawals:

<table>
<thead>
<tr>
<th>Check Number</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

   Step 4 Total: $___________

5. Subtract Step 4 Total from Step 2 Total: This should match your Checkbook Balance: $___________

In case of errors or questions about your Account or Card Transfers, call us at the phone number or address on the front of this statement to report any unauthorized activity. You may also report fraud prevention department at 1-800-932-3543. Opening a special account for the product, check it or on the phone by calling our customer service number. If you are in the U.S. or Canada, please dial 1-800-932-3543. Your phone or computer may have an option to report a fraud claim. You may also call local law enforcement.
### DEPOSITS AND ADDITIONS

<table>
<thead>
<tr>
<th>Reference</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>Bank Deposit</td>
<td>349.29</td>
</tr>
<tr>
<td>002</td>
<td>Check Deposit</td>
<td>355.20</td>
</tr>
<tr>
<td>003</td>
<td>Cash Deposit</td>
<td>348.00</td>
</tr>
<tr>
<td>004</td>
<td>Check Deposit</td>
<td>762.00</td>
</tr>
<tr>
<td>005</td>
<td>Cash Deposit</td>
<td>150.50</td>
</tr>
<tr>
<td>006</td>
<td>Check Deposit</td>
<td>720.00</td>
</tr>
<tr>
<td>007</td>
<td>Cash Deposit</td>
<td>33.50</td>
</tr>
<tr>
<td>008</td>
<td>Check Deposit</td>
<td>1,235.00</td>
</tr>
<tr>
<td>009</td>
<td>Cash Deposit</td>
<td>600.00</td>
</tr>
<tr>
<td>010</td>
<td>Check Deposit</td>
<td>89.00</td>
</tr>
<tr>
<td>011</td>
<td>Cash Deposit</td>
<td>118.00</td>
</tr>
<tr>
<td>012</td>
<td>Check Deposit</td>
<td>25.10</td>
</tr>
</tbody>
</table>

Total Deposits and Additions: $3,048.99

### CHECKS PAID

<table>
<thead>
<tr>
<th>Check</th>
<th>Description</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>020</td>
<td>Check Payee</td>
<td>0207</td>
<td>499.75</td>
</tr>
<tr>
<td>021</td>
<td>Check Payee</td>
<td>0209</td>
<td>1,975.41</td>
</tr>
<tr>
<td>022</td>
<td>Check Payee</td>
<td>0210</td>
<td>1,267.42</td>
</tr>
<tr>
<td>023</td>
<td>Check Payee</td>
<td>0212</td>
<td>1,256.05</td>
</tr>
<tr>
<td>024</td>
<td>Check Payee</td>
<td>0213</td>
<td>1,230.00</td>
</tr>
<tr>
<td>025</td>
<td>Check Payee</td>
<td>0214</td>
<td>724.41</td>
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</table>

Total Checks Paid: $5,034.91

### ATM & DEBIT CARD WITHDRAWALS

<table>
<thead>
<tr>
<th>Transaction</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>029</td>
<td>Cash Withdrawal</td>
<td>1,000.00</td>
</tr>
<tr>
<td>030</td>
<td>Cash Withdrawal</td>
<td>419.00</td>
</tr>
<tr>
<td>031</td>
<td>Cash Withdrawal</td>
<td>17.00</td>
</tr>
<tr>
<td>032</td>
<td>Cash Withdrawal</td>
<td>20.00</td>
</tr>
<tr>
<td>033</td>
<td>Cash Withdrawal</td>
<td>41.00</td>
</tr>
<tr>
<td>034</td>
<td>Cash Withdrawal</td>
<td>6.00</td>
</tr>
<tr>
<td>035</td>
<td>Cash Withdrawal</td>
<td>9.97</td>
</tr>
</tbody>
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Total ATM & Debit Card Withdrawals: $1,826.96
**CHASE**

**ATM & DEBIT CARD WITHDRAWALS**

<table>
<thead>
<tr>
<th>BANK</th>
<th>AMOUNT (Dollars)</th>
</tr>
</thead>
<tbody>
<tr>
<td>BB&amp;T</td>
<td>390.00</td>
</tr>
<tr>
<td>PNC</td>
<td>272.54</td>
</tr>
<tr>
<td>TD Bank</td>
<td>190.00</td>
</tr>
<tr>
<td>First Merit</td>
<td>177.45</td>
</tr>
<tr>
<td>CHASE</td>
<td>14.65</td>
</tr>
</tbody>
</table>

**OTHER WITHDRAWALS, FEES & CHARGES**

<table>
<thead>
<tr>
<th>BANK</th>
<th>AMOUNT (Dollars)</th>
</tr>
</thead>
<tbody>
<tr>
<td>BB&amp;T</td>
<td>162.00</td>
</tr>
<tr>
<td>TD Bank</td>
<td>1,232.00</td>
</tr>
<tr>
<td>First Merit</td>
<td>37.00</td>
</tr>
</tbody>
</table>

**DAILY ENDING BALANCE**

<table>
<thead>
<tr>
<th>DATE</th>
<th>BALANCE (Dollars)</th>
</tr>
</thead>
<tbody>
<tr>
<td>02/01</td>
<td>54,961.46</td>
</tr>
<tr>
<td>02/12</td>
<td>48,909.04</td>
</tr>
<tr>
<td>02/23</td>
<td>45,505.26</td>
</tr>
<tr>
<td>03/04</td>
<td>42,012.42</td>
</tr>
<tr>
<td>03/15</td>
<td>42,012.42</td>
</tr>
<tr>
<td>03/26</td>
<td>42,012.42</td>
</tr>
<tr>
<td>04/06</td>
<td>47,519.63</td>
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**SERVICE CHARGE SUMMARY**

<table>
<thead>
<tr>
<th>TRANSACTION TYPE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Checks Paid/Debit</td>
<td>9</td>
</tr>
<tr>
<td>Deposits/Gifts</td>
<td>15</td>
</tr>
<tr>
<td>Total Translations</td>
<td>29</td>
</tr>
<tr>
<td>Service Charge Summary</td>
<td>Amount</td>
</tr>
<tr>
<td>------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>Service Fee</td>
<td>0.00</td>
</tr>
<tr>
<td>Service Fee (Total)</td>
<td>0.00</td>
</tr>
<tr>
<td>In-Service Fee</td>
<td>0.02</td>
</tr>
<tr>
<td>Excessive Transaction Fee (Above)</td>
<td>0.00</td>
</tr>
<tr>
<td>Total Service Fees</td>
<td>0.02</td>
</tr>
</tbody>
</table>
Let Chase help manage your cash
while you manage your business — and get $50!

ACCESS YOUR MONEY FASTER
Manage your payments electronically with Chase Quick Deposit® and Treasury Locks with Image.

MAKE PAYMENTS MORE EASILY
Manage how you pay your bills, vehicles and employees with Online Wire Transfers® and ACH Payments.

Call 1-877-704-2701 to complete a Chase cash management review — and get $50!

Offer valid from 2/1/10 through 12/31/10. Offer not available in combination with any other offer. Cardless cash management review award per account per calendar year. Payment will be automatically deposited into your Chase business checking account. In 1/10 business days upon completion of your review with a Chase Business Banking Cash Management Specialist. Payment is considered miscellaneous income and may be reported on IRS Form 1099-MISC.

Quick Deposit. Your Chase Quick Deposit enrollment is subject to approval and availability in your state. If approved, a fee of $1 per deposit is required. A minimum cumulative fee of $10 applies and includes one free deposit. Additional fees may apply to deposits at a different Chase business checking account. Fees will be charged to the customer’s account for international wire transfers and in U.S. Dollars. Some-Day CutOff time: Wire Transfer requests must be received by Chase by the CutOff Time on bank Business Days for same day transfers of funds. CutOff Time: 4:30 PM ET except for Private Banking clients scheduling wire from a Florida or California account. The CutOff Time for Private Banking clients scheduling wire from a Florida account is 12:00 PM ET and California account is 12:00 PM PT. ACH Payments: Products and services described, as well as restricted fees, charges, interest rates and balance requirements may differ among different geographic locations. Not all products and services are offered at all locations.
We added a new section to your statement.

To make it easier to keep track of your transactions, we added a new section to your statement called "Electronic Withdrawals." This section provides the transaction dates, amount, type, and other details for your convenience.

In addition, we also:

- Added the "Electronic Withdrawals" to your Checking Summary at the beginning of your statement.
- Renamed the "Other Withdrawals, Fees and Charges" section to "Fees and Other Withdrawals."

Please call us at 1-866-CHASE2 (1-866-242-7283) if you have any questions.

### Checking Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Balance</td>
<td>$41,799.00</td>
</tr>
<tr>
<td>Checks Paid</td>
<td>37</td>
</tr>
<tr>
<td>ATM &amp; Cash Card Withdrawals</td>
<td>20</td>
</tr>
<tr>
<td>Business Withdrawals</td>
<td>2</td>
</tr>
<tr>
<td>Fees and Other Withdrawals</td>
<td>1</td>
</tr>
<tr>
<td>Ending Balance</td>
<td>$41,880.00</td>
</tr>
</tbody>
</table>

### Deposits and Additions

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/22</td>
<td>Direct Deposit</td>
<td>5,020.00</td>
</tr>
<tr>
<td>03/23</td>
<td>Direct Deposit</td>
<td>5,020.00</td>
</tr>
<tr>
<td>03/24</td>
<td>Direct Deposit</td>
<td>5,020.00</td>
</tr>
<tr>
<td>03/25</td>
<td>Direct Deposit</td>
<td>5,020.00</td>
</tr>
<tr>
<td>03/26</td>
<td>Direct Deposit</td>
<td>5,020.00</td>
</tr>
</tbody>
</table>

*Page 1 of 2*
### CHASE

**February 27, 2019**

**Account Number:**

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Check Number</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Step 1 Total:** $__________

**Step 2 Total:** $__________

**Step 3 Total:** $__________

**Step 4 Total:** $__________

**Step 5:** Subtract Step 4 Total from Step 3 Total: This would match your Checkbook Balance: $__________

---

**COE.SCHWEIKERT.005789**
## Chase

### Deposits and Additions

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>04/19</td>
<td>Deposit</td>
<td>1,282.00</td>
</tr>
<tr>
<td>04/15</td>
<td>Wire Transfer</td>
<td>105.00</td>
</tr>
<tr>
<td>04/14</td>
<td>Cash Disbursement</td>
<td>5.00</td>
</tr>
<tr>
<td>04/07</td>
<td>Cash Disbursement</td>
<td>6.00</td>
</tr>
<tr>
<td>03/19</td>
<td>Deposit</td>
<td>60.00</td>
</tr>
<tr>
<td>03/09</td>
<td>Wire Transfer</td>
<td>769.00</td>
</tr>
<tr>
<td>03/09</td>
<td>Wire Transfer</td>
<td>30.00</td>
</tr>
<tr>
<td>03/07</td>
<td>Wire Transfer</td>
<td>255.00</td>
</tr>
<tr>
<td>03/04</td>
<td>Wire Transfer</td>
<td>616.00</td>
</tr>
<tr>
<td>03/05</td>
<td>Wire Transfer</td>
<td>2,925.00</td>
</tr>
<tr>
<td>03/03</td>
<td>Deposit</td>
<td>20.00</td>
</tr>
<tr>
<td>02/28</td>
<td>Deposit</td>
<td>5,669.00</td>
</tr>
<tr>
<td>02/29</td>
<td>Wire Transfer</td>
<td>144.00</td>
</tr>
<tr>
<td>02/29</td>
<td>Wire Transfer</td>
<td>2,314.00</td>
</tr>
<tr>
<td>02/26</td>
<td>Wire Transfer</td>
<td>209.00</td>
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<tr>
<td>02/26</td>
<td>Wire Transfer</td>
<td>219.00</td>
</tr>
<tr>
<td>02/26</td>
<td>Wire Transfer</td>
<td>2,119.00</td>
</tr>
<tr>
<td>02/26</td>
<td>Wire Transfer</td>
<td>1,592.00</td>
</tr>
<tr>
<td>02/25</td>
<td>Wire Transfer</td>
<td>469.00</td>
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<tr>
<td>02/25</td>
<td>Wire Transfer</td>
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</tr>
<tr>
<td>02/25</td>
<td>Wire Transfer</td>
<td>562.00</td>
</tr>
<tr>
<td>02/25</td>
<td>Wire Transfer</td>
<td>182.00</td>
</tr>
</tbody>
</table>

Total Deposits and Additions: $30,317.90

### Checks Paid

<table>
<thead>
<tr>
<th>Check No.</th>
<th>Check Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>12345</td>
<td>$32.00</td>
</tr>
<tr>
<td>67890</td>
<td>$55.00</td>
</tr>
<tr>
<td>12345</td>
<td>$125.00</td>
</tr>
<tr>
<td>67890</td>
<td>$89.00</td>
</tr>
<tr>
<td>12345</td>
<td>$25.00</td>
</tr>
</tbody>
</table>

Total Checks Paid: $253.80

---

If you see a "No Image" in the Checks Paid section, it means there is no image of the check available online. This is not indicative of any problems with your account, and you can still access your account information online. Please visit Chase.com for more details.
## Daily Ending Balance

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>02/01</td>
<td>547,987.37</td>
<td>03/17</td>
<td>54,966.90</td>
</tr>
<tr>
<td>03/02</td>
<td>43,042.14</td>
<td>03/18</td>
<td>73,172.72</td>
</tr>
<tr>
<td>03/03</td>
<td>47,131.96</td>
<td>03/19</td>
<td>32,741.38</td>
</tr>
<tr>
<td>03/04</td>
<td>41,759.03</td>
<td>03/20</td>
<td>53,089.26</td>
</tr>
<tr>
<td>03/05</td>
<td>47,035.94</td>
<td>03/21</td>
<td>54,383.95</td>
</tr>
<tr>
<td>03/06</td>
<td>40,330.41</td>
<td>03/22</td>
<td>53,789.53</td>
</tr>
<tr>
<td>03/07</td>
<td>52,860.05</td>
<td>03/23</td>
<td>56,073.05</td>
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<tr>
<td>03/08</td>
<td>53,981.32</td>
<td>03/24</td>
<td>56,655.08</td>
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<tr>
<td>03/10</td>
<td>52,911.32</td>
<td>03/25</td>
<td>71,085.08</td>
</tr>
<tr>
<td>03/11</td>
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<tr>
<td>03/14</td>
<td>52,911.32</td>
<td>03/28</td>
<td>71,085.08</td>
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</table>

## Service Charge Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Fee</td>
<td>$9.99</td>
</tr>
<tr>
<td>Service Fees</td>
<td>$2.50</td>
</tr>
<tr>
<td>Service Fee Charge</td>
<td>$2.50</td>
</tr>
<tr>
<td>Net Service Fees</td>
<td>$2.00</td>
</tr>
<tr>
<td>Excess Transaction Fees (Above)</td>
<td>$5.00</td>
</tr>
<tr>
<td>Total Service Fees</td>
<td>$5.00</td>
</tr>
</tbody>
</table>

---

COE_SCHWEIKERT.005792

CBA_1700

18.223A_0900
We added a new section to your statement. 

To make it easier to keep track of you transaction, we added a new section to your statement called "Electronic Withdrawals." This section provides the transaction details for things like automatic payments, account transfers, and online bill payments, along with other electronic transactions.

In addition we also:

- Added the "Electronic Withdrawals" to your Checking Summary at the beginning of your statement.
- Renamed the "Other Withdrawals, Fees and Charges" section to "Fees and Other Withdrawals."

Please call us at 1-800-247-8254 (1-802-247-7205) if you have any questions.

**CHECKING SUMMARY**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Balance</td>
<td>$12,005.93</td>
</tr>
<tr>
<td>Deposits and Withdrawals</td>
<td>12,001.95</td>
</tr>
<tr>
<td>Checks Paid</td>
<td>15</td>
</tr>
<tr>
<td>ATM &amp; Debit Card Withdrawals</td>
<td>5,071.39</td>
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<tr>
<td>Electronic Withdrawals</td>
<td>566.57</td>
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<tr>
<td>Ending Balance</td>
<td>$56,374.67</td>
</tr>
</tbody>
</table>

**DEPOSITS AND ADDITIONS**

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021-06-01</td>
<td>Direct Deposit, Federal</td>
<td>21,900.00</td>
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<tr>
<td>2021-06-02</td>
<td>Direct Deposit, Federal</td>
<td>100.00</td>
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<tr>
<td>2021-06-03</td>
<td>Direct Deposit, Federal</td>
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<td>2021-06-05</td>
<td>Direct Deposit, Federal</td>
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<tr>
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<td>2021-06-08</td>
<td>Direct Deposit, Federal</td>
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<tr>
<td>2021-06-09</td>
<td>Direct Deposit, Federal</td>
<td>265.00</td>
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</tbody>
</table>

Page 1 of 4

COE.SCHWEIKERT.0005794

16-2334_0002
## DEPOSITS AND ADDITIONS

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Chase</td>
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<tr>
<td>002</td>
<td>Item</td>
<td>50.00</td>
</tr>
<tr>
<td>003</td>
<td>Item</td>
<td>100.00</td>
</tr>
<tr>
<td>004</td>
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Total Deposits and Additions: $1,877.50

## CHECKS PAID

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<tr>
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Total Checks Paid: $1,340.00
### CHECKS PAID (continued)

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<th>REFERENCE</th>
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<th>PAYMENT AMOUNT</th>
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<tr>
<td>A001</td>
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<td>12345</td>
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<td>A002</td>
<td></td>
<td>67890</td>
<td>11/01/2020</td>
<td>2345</td>
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<tr>
<td>A003</td>
<td></td>
<td>11223</td>
<td>11/02/2020</td>
<td>3456</td>
</tr>
<tr>
<td>A004</td>
<td></td>
<td>45678</td>
<td>11/03/2020</td>
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Total Checks Paid: 5

### ATM & DEBIT CARD WITHDRAWALS:

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<th>DESCRIPTION</th>
<th>AMOUNT</th>
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</thead>
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<tr>
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</table>

Total ATM & Debit Card Withdrawals: 30

1. The checks and/or checks that are repeated only show the amount of the check. As a result, we’re not able to reflect the check in separate amounts you may have received for any previous transactions.
2. Be sure to write the checks in a way that specify the amount of the check before you take it out of the bank.
3. Be sure to write the checks in a way that specify the amount of the check before you take it out of the bank.
<table>
<thead>
<tr>
<th>Account Number</th>
<th>Transaction</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>4951</td>
<td>Cash Withdrawal</td>
<td>$90.00</td>
</tr>
<tr>
<td>4952</td>
<td>Cash Withdrawal</td>
<td>$90.00</td>
</tr>
<tr>
<td>4953</td>
<td>Cash Withdrawal</td>
<td>$90.00</td>
</tr>
<tr>
<td>4954</td>
<td>Cash Withdrawal</td>
<td>$90.00</td>
</tr>
<tr>
<td>4955</td>
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</tr>
</tbody>
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**Total ATM & Debit Card Withdrawals:** $3,975.00

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<td>4956</td>
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<td>4957</td>
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</tr>
<tr>
<td>4958</td>
<td>Electronic Withdrawal</td>
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</tr>
<tr>
<td>4959</td>
<td>Electronic Withdrawal</td>
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<tr>
<td>4960</td>
<td>Electronic Withdrawal</td>
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**Total Electronic Withdrawals:** $339.60

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<tr>
<td>4961</td>
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<td>Deposit</td>
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</tr>
<tr>
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<td>Deposit</td>
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**Total Daily Ending Balance:** $71,045.20

### Daily Ending Balance

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<th>Date</th>
<th>Account</th>
<th>Amount</th>
<th>Date</th>
<th>Account</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>4962</td>
<td>71,045.20</td>
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**Total Daily Ending Balance:** $71,045.20
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</tr>
<tr>
<td>Deposits Reg Chk Fee</td>
<td>$0.00</td>
</tr>
<tr>
<td>Interbank Chk Fee</td>
<td>$0.00</td>
</tr>
<tr>
<td>Transaction Total</td>
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<tr>
<td>Service Reg Chk Fee</td>
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<td>Service Reg ACH Fee</td>
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<td>Service Reg Direct Fee</td>
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**CHECKING SUMMARY**

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<td>Deposit</td>
<td>$2,500.00</td>
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<tr>
<td>Charge Fees</td>
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<tr>
<td>Check cleared</td>
<td>$18,413.00</td>
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<td>Other Withdrawals</td>
<td>$3,309.60</td>
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<td>Ending Balance</td>
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**DEPOSITS AND ADDITIONS**

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<td>0103</td>
<td>Other Transaction Deposit</td>
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<td>0106</td>
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<td>Foreign Transaction Deposit</td>
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<tr>
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<td>Amount</td>
<td>Date</td>
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<tr>
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</table>

Step 3 Total: $_____

3. Add Step 3 Total to Step 1 Balance.

Step 4 Total: $_____

4. List and total all checks, ATM withdrawals, debit card purchases and other withdrawals not shown on this statement:

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<th>Check Number or ATM</th>
<th>Amount</th>
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Step 5 Total: $_____

5. Subtract Step 5 Total from Step 4 Total. This should match your Checkbook Balance: $_____

By signing below, you are certifying that the information in this report is true and accurate.

[Signature]

[Date]

Chase Bank, N.A., Member FDIC

Page 1 of 3

COE.SCHWEIKERT.005801

CBA_1705

19.2234.0090
<table>
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Total Deposits and Additions: $9,007.04
### CHECKS PAID

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**Total Checks Paid:** $14,165.00

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### ATM & DEBIT CARD WITHDRAWALS

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<th>AMOUNT</th>
</tr>
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**Total ATM & Debit Card Withdrawals:** $7,165.00
### ATM & DEBIT CARD WITHDRAWALS

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
</table>

**Total ATM & Debit Card Withdrawals:** $5,899.88

### ELECTRONIC WITHDRAWALS

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022-01-15</td>
<td>American Express Deficit</td>
<td>44.56</td>
</tr>
<tr>
<td>2022-01-15</td>
<td>Other Debits</td>
<td>97.17</td>
</tr>
<tr>
<td>2022-01-15</td>
<td>Wire/Special Transaction</td>
<td>17.30</td>
</tr>
<tr>
<td>2022-01-15</td>
<td>Wire/Special Transaction</td>
<td>17.30</td>
</tr>
<tr>
<td>2022-01-15</td>
<td>ATM Withdrawal</td>
<td>110.84</td>
</tr>
<tr>
<td>2022-01-15</td>
<td>ATM Withdrawal</td>
<td>110.84</td>
</tr>
<tr>
<td>2022-01-15</td>
<td>ATM Withdrawal</td>
<td>110.84</td>
</tr>
<tr>
<td>2022-01-15</td>
<td>ATM Withdrawal</td>
<td>110.84</td>
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</table>

**Total Electronic Withdrawals:** $550.65

### FEES AND OTHER WITHDRAWALS

<table>
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<th>Date</th>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>2022-01-15</td>
<td>Service Fee</td>
<td>99.99</td>
</tr>
</tbody>
</table>

**Total Fees & Other Withdrawals:** $99.99

### DAILY ENDING BALANCE

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Ending Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022-01-15</td>
<td>599.99</td>
<td>$83,710.83</td>
</tr>
<tr>
<td>2022-01-16</td>
<td>499.99</td>
<td>$83,210.84</td>
</tr>
<tr>
<td>2022-01-17</td>
<td>999.99</td>
<td>$83,110.85</td>
</tr>
<tr>
<td>2022-01-18</td>
<td>1,499.99</td>
<td>$81,610.86</td>
</tr>
<tr>
<td>2022-01-19</td>
<td>599.99</td>
<td>$79,110.87</td>
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<tr>
<td>2022-01-20</td>
<td>499.99</td>
<td>$78,610.88</td>
</tr>
<tr>
<td>2022-01-21</td>
<td>999.99</td>
<td>$77,110.89</td>
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<tr>
<td>2022-01-22</td>
<td>1,499.99</td>
<td>$75,610.88</td>
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<td>2022-01-23</td>
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<td>2022-01-24</td>
<td>499.99</td>
<td>$73,610.87</td>
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</table>

Page 1 of 2

Coe, Schweikert, 0005804

16-2334_1902
### CHASE

#### DAILY ENDING BALANCE

<table>
<thead>
<tr>
<th>Date</th>
<th>Beginning Balance</th>
<th>T.D.</th>
<th>Ending Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>04/27</td>
<td>72,138.81</td>
<td>72,138.81</td>
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</table>

#### SERVICE CHARGE SUMMARY

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<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Service Fee</td>
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<tr>
<td>Tuition Fee Credit</td>
<td>0.00</td>
</tr>
<tr>
<td>Non Service Fee</td>
<td>0.00</td>
</tr>
<tr>
<td>Expiration Transaction Fees (Prior)</td>
<td>0.00</td>
</tr>
<tr>
<td>Total Service Fees</td>
<td>0.00</td>
</tr>
</tbody>
</table>
Enroll in Chase Quick Deposit Today
And Save 50% on Your Monthly Fee –
A $300 Savings Each Year!

• Open Chase Deposit Online – Right From Your Desk!

  • Streamline checks, with a FREE service provided by Chase, and the electronic images you deposited directly into your Chase business checking account. For Chase customers only.
  • Chase Quick Deposit®—No Holds
  • Fidelity partnership with chase service of checks and an image transfer library.
  • No cost or the number of times that can be used
  • From up to 100 checks in a single request.
  • Zero rate and money with 24/7 convenience.

First, Get a FREE Check Scanner – At $95 Value

Save big per month on the Chase Quick Deposit monthly fee when you enrol by July 31, 2010. That’s a $300 savings per year.

Visit chase.com/checkdeposit to learn more and enrol!

Visit chase.com/checkdeposit to learn more and enrol!

“Must be enrolled in Chase Quick to use Chase Quick Deposit.

1. Other walk through: 102710 and limited to one enhancement per customer. Chase is not responsible for any fees incurred due to the use of Chase Quick Deposit. Your Chase Quick Deposit account must remain open and in good standing for the entire 12 months during which the enhancement is provided.

2. Chase Quick Deposit enhancement is subject to availability and availability in your area. If approved, a member credit to your account will be credited to your account. Chase reserves the right to refuse or cancel any credit at any time for any reason. Chase reserves the right to change or cancel the enhancement at any time.

©2009 JPMorgan Chase Bank, N.A. Member FDIC

For more information about Quick Deposit, visit help with enrollment, call toll-free: 1-800-872-7882.

COE.SCHWEIKERT.005806

CBA 1774

18-2234_1004
IMPORTANT NOTICE ABOUT YOUR ACCOUNT

We strictly prohibit the use of your account to conduct any transactions involving unlawful Internet gambling or any other illegal activity. This includes accepting or receiving any funds or services in order to facilitate or promote such unlawful Internet gambling or other illegal activity. If you have any questions, please call us at 1-888-246-2638 (1-888-CHASE-46).
## Chase Bank Statement

### Account Information:
- **Account Number:** 005809
- **Balance:** $1470

### Transactions:

1. **Write in the ending balance shown on this statement:** $1470

2. **List and total all deposits & withdrawals not shown on this statement:**

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

   **Step 1 Total: $**

3. **Add Step 2 Total to Step 1 Balance:**

   **Step 2 Total: $**

4. **List and total all checks, ATM withdrawals, debit card purchases and other withdrawals not shown on this statement:**

<table>
<thead>
<tr>
<th>Check Number</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

   **Step 4 Total: $**

5. **Subtract Step 4 Total from Step 3 Total:**

   This should match your Checkable Balance: $1470

---

**Note:** Ensure your checkable register is up-to-date with all transactions to ensure they are included on your statement. If not, please update your register and recalculate your balance. If you have any questions, feel free to contact us at 1-800-424-4665.
### DEPOSITS AND ADDITIONS

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/16</td>
<td>Direct</td>
<td>4,957.76</td>
</tr>
<tr>
<td>06/25</td>
<td>Direct</td>
<td>2,000.00</td>
</tr>
<tr>
<td>06/25</td>
<td>Direct</td>
<td>16,700.00</td>
</tr>
<tr>
<td>06/25</td>
<td>Direct</td>
<td>801.00</td>
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<tr>
<td>06/25</td>
<td>Direct</td>
<td>84,000.00</td>
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<tr>
<td>06/25</td>
<td>Direct</td>
<td>32,000.00</td>
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<tr>
<td>06/26</td>
<td>Direct</td>
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<td>06/26</td>
<td>Direct</td>
<td>3,165.98</td>
</tr>
<tr>
<td>06/29</td>
<td>Direct</td>
<td>3,400.00</td>
</tr>
<tr>
<td>06/29</td>
<td>Direct</td>
<td>3,629.00</td>
</tr>
<tr>
<td>06/29</td>
<td>Direct</td>
<td>182.00</td>
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<tr>
<td>06/29</td>
<td>Direct</td>
<td>33.00</td>
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<tr>
<td>06/29</td>
<td>Direct</td>
<td>50,089.55</td>
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</table>

### CHECKS PAID

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<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/05</td>
<td>500.40</td>
</tr>
<tr>
<td>06/10</td>
<td>2,548.90</td>
</tr>
<tr>
<td>06/19</td>
<td>2,910.05</td>
</tr>
<tr>
<td>06/20</td>
<td>2,949.05</td>
</tr>
<tr>
<td>06/21</td>
<td>2,517.26</td>
</tr>
<tr>
<td>06/24</td>
<td>28.71</td>
</tr>
<tr>
<td>06/25</td>
<td>89.00</td>
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</table>

Total Checks Paid: $51,949.58

### ATM & DEBIT CARD WITHDRAWALS

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/18</td>
<td>Ofira Koforidu</td>
<td>50.00</td>
</tr>
<tr>
<td>06/18</td>
<td>Ofira Koforidu</td>
<td>14.80</td>
</tr>
<tr>
<td>06/18</td>
<td>Ofira Koforidu</td>
<td>13.90</td>
</tr>
<tr>
<td>06/18</td>
<td>Ofira Koforidu</td>
<td>13.90</td>
</tr>
<tr>
<td>06/18</td>
<td>Ofira Koforidu</td>
<td>13.90</td>
</tr>
<tr>
<td>06/18</td>
<td>Ofira Koforidu</td>
<td>13.90</td>
</tr>
<tr>
<td>06/18</td>
<td>Ofira Koforidu</td>
<td>13.90</td>
</tr>
<tr>
<td>06/18</td>
<td>Ofira Koforidu</td>
<td>13.90</td>
</tr>
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<td>06/18</td>
<td>Ofira Koforidu</td>
<td>13.90</td>
</tr>
<tr>
<td>06/18</td>
<td>Ofira Koforidu</td>
<td>13.90</td>
</tr>
</tbody>
</table>

Total Withdrawals: $140.80
### Service Charge Summary

**Month**

<table>
<thead>
<tr>
<th>Service Charge Type</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deposit/Withdrawal</td>
<td>10</td>
<td>6.00</td>
</tr>
<tr>
<td>Transaction Total</td>
<td></td>
<td>18.00</td>
</tr>
<tr>
<td>Service Fee</td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>Service Fee Credit</td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>Mail Service Fee</td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>Document Fee</td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>Total Service Fees</td>
<td></td>
<td>0.00</td>
</tr>
</tbody>
</table>

**CHARGE**

May 28, 2019 - June 28, 2019

Account Number:

COE. SCHWEIKERT.005812
<table>
<thead>
<tr>
<th>DATE</th>
<th>DESCRIPTION</th>
<th>ACCOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/06</td>
<td>Transact 12, Bank St</td>
<td>-800.00</td>
</tr>
<tr>
<td>07/06</td>
<td>American Express</td>
<td>280.00</td>
</tr>
<tr>
<td>07/07</td>
<td>Deposit</td>
<td>4,193.42</td>
</tr>
<tr>
<td>07/07</td>
<td>Payment</td>
<td>-1,163.61</td>
</tr>
<tr>
<td>07/07</td>
<td>Transact 12, Bank St</td>
<td>-2,400.00</td>
</tr>
<tr>
<td>07/07</td>
<td>Wife's Checking</td>
<td>18.00</td>
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<tr>
<td>07/19</td>
<td>Deposit</td>
<td>14,466.12</td>
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<tr>
<td>07/19</td>
<td>Check</td>
<td>3,313.00</td>
</tr>
<tr>
<td>07/09</td>
<td>Transact 12, Bank St</td>
<td>-150.00</td>
</tr>
<tr>
<td>07/09</td>
<td>Transact 12, Bank St</td>
<td>-57.00</td>
</tr>
<tr>
<td>07/29</td>
<td>American Express</td>
<td>2,500.00</td>
</tr>
<tr>
<td>07/30</td>
<td>Transact 12, Bank St</td>
<td>-35.00</td>
</tr>
<tr>
<td>07/30</td>
<td>American Express</td>
<td>20.00</td>
</tr>
<tr>
<td>07/30</td>
<td>Check</td>
<td>1,547.70</td>
</tr>
<tr>
<td></td>
<td>Ending Balance</td>
<td>28,974.60</td>
</tr>
</tbody>
</table>
CHASE

Note: Some fees may be debited without notice. If you are unable to obtain your Statement on time, please contact us.

1. Write in the Ending Balance shown on this statement: $__________

2. List and total all deposits & withdrawals not shown on this statement:

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Step 1 Total: $__________

3. Add Step 2 Total to Step 1 Balance: $__________

4. List and total all checks, ATM withdrawals, debit card purchases and other withdrawals not shown on this statement:

<table>
<thead>
<tr>
<th>Check Number or Date</th>
<th>Amount</th>
<th>Check Number or Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Step 4 Total: $__________

5. Subtract Step 4 Total from Step 3 Total. This should match your Checkbook Balance: $__________

This statement is neither a demand nor a bill for payment of any amount due. This statement may be sent to you in electronic format. For more information, please visit chase.com or call 1-866-225-5161.

Jeffrey Cheer Bank, U.S. Member FDIC.
### ATM & DEBIT CARD WITHDRAWALS

<table>
<thead>
<tr>
<th>DATE</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/10</td>
<td>Cash Withdrawal 50334 0341666419415</td>
<td>700.00</td>
</tr>
<tr>
<td>07/10</td>
<td>Cash Withdrawal 50334 0341666419415</td>
<td>700.00</td>
</tr>
<tr>
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<td>Cash Withdrawal 50334 0341666419415</td>
<td>700.00</td>
</tr>
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<td>07/10</td>
<td>Cash Withdrawal 50334 0341666419415</td>
<td>700.00</td>
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<tr>
<td>07/10</td>
<td>Cash Withdrawal 50334 0341666419415</td>
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<tr>
<td>07/10</td>
<td>Cash Withdrawal 50334 0341666419415</td>
<td>700.00</td>
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<tr>
<td>07/10</td>
<td>Cash Withdrawal 50334 0341666419415</td>
<td>700.00</td>
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</tbody>
</table>

### ELECTRONIC WITHDRAWALS

<table>
<thead>
<tr>
<th>DATE</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/11</td>
<td>Wire Transfer 50334 0341666419415</td>
<td>1,650.00</td>
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<tr>
<td>07/11</td>
<td>Wire Transfer 50334 0341666419415</td>
<td>1,650.00</td>
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<td>Wire Transfer 50334 0341666419415</td>
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</tr>
<tr>
<td>07/11</td>
<td>Wire Transfer 50334 0341666419415</td>
<td>1,650.00</td>
</tr>
</tbody>
</table>

### FEES AND OTHER WITHDRAWALS

<table>
<thead>
<tr>
<th>DATE</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/11</td>
<td>Service Fee 50334 0341666419415</td>
<td>5.00</td>
</tr>
<tr>
<td>07/11</td>
<td>Service Fee 50334 0341666419415</td>
<td>5.00</td>
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<tr>
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<td>Service Fee 50334 0341666419415</td>
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</tr>
<tr>
<td>07/11</td>
<td>Service Fee 50334 0341666419415</td>
<td>5.00</td>
</tr>
</tbody>
</table>

#### Total ATM & Debit Card Withdrawals
8,072.13

#### Total Electronic Withdrawals
1,650.00

#### Total Fees & Other Withdrawals
80.00
# Chase

## Daily Ending Balance

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01</td>
<td>87,805.76</td>
<td>07/14</td>
<td>83,212.26</td>
</tr>
<tr>
<td>07/02</td>
<td>80,740.21</td>
<td>07/15</td>
<td>83,212.05</td>
</tr>
<tr>
<td>07/03</td>
<td>71,275.23</td>
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<td>83,212.05</td>
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<tr>
<td>07/07</td>
<td>76,620.26</td>
<td>07/17</td>
<td>83,212.05</td>
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<tr>
<td>07/08</td>
<td>75,210.26</td>
<td>07/18</td>
<td>83,212.05</td>
</tr>
<tr>
<td>07/09</td>
<td>72,020.53</td>
<td>07/19</td>
<td>83,212.05</td>
</tr>
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## Service Charge Summary

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<td>Service Fees</td>
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<td>Excess Transaction Fees (After)</td>
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<td>Total Service Fees</td>
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---

**COE SCHWEIKERT.005818**

**CBA_17BE**

18-222A_1018
null
Note: Please also determine the amount of any deposits or withdrawals at your discretion or the amount of any charges or credits made to your account.

1. Add the beginning balance shown on this statement:
   
2. Add the total of deposits & withdrawals shown on this statement:

3. Add Step 1 & Step 2:
   
4. List and total of checks, ATM withdrawals, debit card purchases and other withdrawals:

<table>
<thead>
<tr>
<th>Check Number or Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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</tr>
<tr>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Subtract Step 4 Total from Step 3 Total. This would match your Omission Deliberation:
   
6. If the amount is incorrect, please notify your local Chase representative immediately:

Chase

COE.SCHWEIKERT.005821
### ATM & Debit Card Withdrawals

<table>
<thead>
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<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
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<td>Cash Withdrawal</td>
<td>511.10</td>
</tr>
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<td>05/09</td>
<td>Cash Withdrawal</td>
<td>509.00</td>
</tr>
<tr>
<td>05/10</td>
<td>ATM Withdrawal</td>
<td>407.00</td>
</tr>
<tr>
<td>05/10</td>
<td>Walmart Transaction</td>
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</tr>
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<td>Cash Withdrawal</td>
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<td>05/10</td>
<td>ATM Withdrawal</td>
<td>407.00</td>
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<td>05/11</td>
<td>ATM Withdrawal</td>
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<td>05/12</td>
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<td>05/14</td>
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<td>ATM Withdrawal</td>
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<td>American Express Card Withdrawal</td>
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<td>American Express Card Withdrawal</td>
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<td>Total ATM &amp; Debit Card Withdrawals</td>
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### Electronic Withdrawals

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<th>Description</th>
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</tr>
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<td>06/06</td>
<td>American Express Card Withdrawal</td>
<td>94.85</td>
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<td>Fidelity Brokerage Fee</td>
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<td>Fidelity Brokerage Fee</td>
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<td>Fidelity Brokerage Fee</td>
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<td>ACI DigPass X Unified Payment Platform</td>
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<td>08/21</td>
<td>Total Electronic Withdrawals</td>
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Total ATM & Debit Card Withdrawals: $6,690.28

Total Electronic Withdrawals: $160,976.95
### FEES AND OTHER WITHDRAWALS

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<thead>
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<th>DESCRIPTION</th>
<th>AMOUNT</th>
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<tr>
<td>08/09</td>
<td>Debit Withdrawal</td>
<td>1,273.00</td>
</tr>
<tr>
<td>08/23</td>
<td>Debit Withdrawal</td>
<td>1,200.00</td>
</tr>
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<td>08/29</td>
<td>Debit Withdrawal</td>
<td>1,200.00</td>
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<td>09/06</td>
<td>Debit Withdrawal</td>
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<td>09/08</td>
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### DAILY ENDING BALANCE

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<td>20,872.24</td>
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<td>17,379.44</td>
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<td>09/05</td>
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### SERVICE CHARGE SUMMARY

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<tr>
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---

COE.SCHWEIKERT.005824  CBA_1792
18-2234_1022
1. Write the ending balance shown on this statement: $__________

2. Step 1 Total: $__________

3. Add Step 1 Total to Step 1 Balance: $__________

4. List and total all deposits & additions not shown on this statement:

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

   Step 2 Total: $__________

5. Subtract Step 2 Total from Step 1 Total. This should match your checkbook balance: $__________
<table>
<thead>
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<th>Date</th>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
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<td>Deposit</td>
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</tr>
<tr>
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</tr>
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<td>1/29</td>
<td>Phone Settlements Deposit</td>
<td>300.00</td>
</tr>
<tr>
<td>1/30</td>
<td>Phone Settlements Deposit</td>
<td>300.00</td>
</tr>
<tr>
<td>1/31</td>
<td>Phone Settlements Deposit</td>
<td>300.00</td>
</tr>
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</tr>
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<td>2/2</td>
<td>Phone Settlements Deposit</td>
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</tr>
<tr>
<td>2/3</td>
<td>Phone Settlements Deposit</td>
<td>300.00</td>
</tr>
<tr>
<td>2/4</td>
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<td>300.00</td>
</tr>
<tr>
<td>2/5</td>
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<td>Phone Settlements Deposit</td>
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<td>2/7</td>
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<td>300.00</td>
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<tr>
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<td>Phone Settlements Deposit</td>
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<tr>
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<td>Phone Settlements Deposit</td>
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</tr>
<tr>
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</tr>
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</tr>
<tr>
<td>3/3</td>
<td>Phone Settlements Deposit</td>
<td>300.00</td>
</tr>
<tr>
<td>3/4</td>
<td>Phone Settlements Deposit</td>
<td>300.00</td>
</tr>
<tr>
<td>3/5</td>
<td>Phone Settlements Deposit</td>
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</tr>
<tr>
<td>3/6</td>
<td>Phone Settlements Deposit</td>
<td>300.00</td>
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Total Deposits and Additions $499,718.70
Chase

CHECKS PAID

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</table>

Total Checks Paid: $100,850.07

1. If you see a description in the Checks Paid section, it means that we received only elementary information about the check, which is usually an encoded check title. As a result, we're not able to print the check for you or display the amount or date. This means that the check number and amount displayed on the statement, either online or on paper, may not be the same as the one of your previous statements.
2. All checks of this check may be available for you to view on Chase's website.

ATM & DEBIT CARD WITHDRAWALS

<table>
<thead>
<tr>
<th>CHECKS PAID</th>
<th>AMOUNT</th>
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<tbody>
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<td>5497.50</td>
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<td>190638</td>
<td>340.00</td>
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<td>190639</td>
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<td>190640</td>
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<td>190641</td>
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<td>190642</td>
<td>400.00</td>
</tr>
<tr>
<td>190643</td>
<td>90.00</td>
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</table>

Page 5 of 6

Coe Schweikert.005830

CDA_1796

16.2234_1929
## ATM & Debit Card Withdrawals

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
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<td>Cash Withdrawl 60583</td>
<td>2.97</td>
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<td>09/02</td>
<td>Cash Withdrawal 60584</td>
<td>64.81</td>
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<td>Cash Withdrawal 60585</td>
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<td>Cash Withdrawal 60586</td>
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<td>09/05</td>
<td>Cash Withdrawal 60587</td>
<td>179.86</td>
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<td>09/06</td>
<td>Cash Withdrawal 60588</td>
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<td>09/07</td>
<td>Cash Withdrawal 60589</td>
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<td>09/08</td>
<td>Cash Withdrawal 60590</td>
<td>364.25</td>
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<td>09/09</td>
<td>Cash Withdrawal 60591</td>
<td>460.00</td>
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<td>09/10</td>
<td>Cash Withdrawal 60592</td>
<td>7.00</td>
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<td></td>
<td><strong>$13,068.30</strong></td>
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## Electronic Withdrawals

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</thead>
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<td>09/11</td>
<td>American Express Collateral</td>
<td>34.86</td>
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<td>09/12</td>
<td>ATM Withdrawal 123456</td>
<td>3.99</td>
</tr>
<tr>
<td>09/13</td>
<td>Visa Settlement, fee</td>
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<td>09/14</td>
<td>Visa Settlement, interest</td>
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<td>09/15</td>
<td>Visa Settlement, discount</td>
<td>13.39</td>
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<td>09/16</td>
<td>American Express Asd Vcn</td>
<td>101.92</td>
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<tr>
<td>09/17</td>
<td>Transfer to, Discount</td>
<td>240.05</td>
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<td><strong>Total</strong></td>
<td></td>
<td><strong>$457.03</strong></td>
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## Fees and Other Withdrawals

<table>
<thead>
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<th>Date</th>
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<th>Amount</th>
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</thead>
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<td>09/18</td>
<td>Withdrawal</td>
<td>26,044.93</td>
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<tr>
<td>09/19</td>
<td>Withdrawal</td>
<td>1,482.20</td>
</tr>
<tr>
<td>09/20</td>
<td>Withdrawal</td>
<td>18,968.18</td>
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<tr>
<td>09/21</td>
<td>FEE: Transfer Fee For A Direct Deposit 101.01 The Amount of $1,283.30</td>
<td>40.00</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$34,990.00</strong></td>
</tr>
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## Daily Ending Balance

<table>
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<tr>
<th>Date</th>
<th>Amount</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/01</td>
<td>40,382.16</td>
<td>09/02</td>
<td>43,519.16</td>
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<td>09/02</td>
<td>42,382.16</td>
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<td>09/03</td>
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<td>7,876.70</td>
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<td>09/04</td>
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<td>21,841.70</td>
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Total: $24,990.00
### Daily Ending Balance

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<th>Amount</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/14</td>
<td>43,423.27</td>
<td>03/22</td>
<td>75,281.17</td>
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<tr>
<td>09/15</td>
<td>52,283.32</td>
<td>03/24</td>
<td>190,234.43</td>
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<td>09/16</td>
<td>52,284.48</td>
<td>03/27</td>
<td>71,230.72</td>
</tr>
<tr>
<td>09/17</td>
<td>52,288.33</td>
<td>03/29</td>
<td>3,999.14</td>
</tr>
<tr>
<td>09/20</td>
<td>05,425.57</td>
<td>03/30</td>
<td>15,643.65</td>
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<td>09/30</td>
<td>73,201.88</td>
<td>03/31</td>
<td>52,294.43</td>
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<tr>
<td>09/22</td>
<td>75,240.27</td>
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</table>

### Service Charge Summary

- **Name Description**: Amount
  - Check Fee, cashiered: 3.00
  - Debit/credit: 0.00
  - Overdraft Fee: 47.00
  - Transaction Total: 55.00

<table>
<thead>
<tr>
<th>Service Charge Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Service Fees</td>
<td>3.00</td>
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<tr>
<td>Service Fee Credit</td>
<td>85.00</td>
</tr>
<tr>
<td>Net Service Fees</td>
<td>82.00</td>
</tr>
<tr>
<td>Excessive Transaction Fees (Above)</td>
<td>98.30</td>
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<tr>
<td>Total Service Fees</td>
<td>31.30</td>
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## Checking Summary

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<tbody>
<tr>
<td>Beginning Balance</td>
<td>$1,004.94</td>
</tr>
<tr>
<td>Deposits and Additions</td>
<td>128.00</td>
</tr>
<tr>
<td>Direct Pay</td>
<td>285.00</td>
</tr>
<tr>
<td>ATM or Debit Card Withdrawal</td>
<td>87.98</td>
</tr>
<tr>
<td>Electronic Withdrawals</td>
<td>12</td>
</tr>
<tr>
<td>Fees and Other Withdrawals</td>
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</tr>
<tr>
<td>Ending Balance</td>
<td>$1,495.74</td>
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## Deposits and Additions

<table>
<thead>
<tr>
<th>Account Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Pay</td>
<td>285.00</td>
</tr>
<tr>
<td>Other Transportation</td>
<td>87.98</td>
</tr>
<tr>
<td>ATM or Debit Card Withdrawal</td>
<td>87.98</td>
</tr>
<tr>
<td>Electronic Withdrawals</td>
<td>12</td>
</tr>
<tr>
<td>Fees and Other Withdrawals</td>
<td>0.00</td>
</tr>
</tbody>
</table>

COE.SCHWEIKERT.005834
CHASE

Note: Ensure your checkbook register is up to date with all transactions to date, whether they are included on your statement or not.

5. Write the ending balance shown on this statement: $________________________

6. List and total all checks & deposits not shown on this statement:
   Date | Amount | Date | Amount
   ____ | _____ | ____ | _____
   ____ | _____ | ____ | _____
   ____ | _____ | ____ | _____

   Step 3 Total: $________________________

7. Add Step 2 Total to Step 3 Total: $________________________

8. List and total all checks, ATM withdrawals, debit card purchases and other withdrawals
   not shown on this statement:
   Check Number or Date | Amount | Check Number or Date | Amount
   ____ | _____ | ____ | _____
   ____ | _____ | ____ | _____
   ____ | _____ | ____ | _____

   Step 4 Total: $________________________

5. Subtract Step 4 Total from Step 3 Total. This should match your Checkbook Balance: $________________________
### DEPOSITS AND ADDITIONS

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<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/15</td>
<td>Deposit</td>
<td>3,100.00</td>
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<tr>
<td>10/19</td>
<td>Deposit</td>
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<td>10/21</td>
<td>Deposit</td>
<td>1,120.00</td>
</tr>
<tr>
<td>10/28</td>
<td>American Express Deluxe</td>
<td>1,100.00</td>
</tr>
<tr>
<td>10/29</td>
<td>Deposit</td>
<td>1,000.00</td>
</tr>
<tr>
<td>10/30</td>
<td>Deposit</td>
<td>3,420.20</td>
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<tr>
<td>10/31</td>
<td>American Express Deluxe</td>
<td>3,420.20</td>
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<tr>
<td>11/02</td>
<td>Deposit</td>
<td>4,400.00</td>
</tr>
<tr>
<td>11/06</td>
<td>Deposit</td>
<td>4,400.00</td>
</tr>
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<td>11/08</td>
<td>Deposit</td>
<td>4,400.00</td>
</tr>
<tr>
<td>11/10</td>
<td>Deposit</td>
<td>4,400.00</td>
</tr>
<tr>
<td>11/12</td>
<td>Deposit</td>
<td>4,400.00</td>
</tr>
<tr>
<td>11/15</td>
<td>Deposit</td>
<td>4,400.00</td>
</tr>
<tr>
<td>11/16</td>
<td>Deposit</td>
<td>4,400.00</td>
</tr>
<tr>
<td>11/17</td>
<td>Deposit</td>
<td>4,400.00</td>
</tr>
<tr>
<td>11/18</td>
<td>Deposit</td>
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</tr>
<tr>
<td>11/19</td>
<td>Deposit</td>
<td>4,400.00</td>
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<tr>
<td>11/20</td>
<td>Deposit</td>
<td>4,400.00</td>
</tr>
<tr>
<td>11/21</td>
<td>Deposit</td>
<td>4,400.00</td>
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<tr>
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<td>Deposit</td>
<td>4,400.00</td>
</tr>
<tr>
<td>11/23</td>
<td>Deposit</td>
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<td>11/24</td>
<td>Deposit</td>
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<td>11/25</td>
<td>Deposit</td>
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<td>11/26</td>
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<td>11/27</td>
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<td>Deposit</td>
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<tr>
<td>11/29</td>
<td>Deposit</td>
<td>4,400.00</td>
</tr>
<tr>
<td>11/30</td>
<td>Deposit</td>
<td>4,400.00</td>
</tr>
</tbody>
</table>

---

The CHASE statement shows a series of deposits and additions over a period of several days. Each deposit is listed with the date and the amount. The statement also includes entries for American Express Deluxe cards being used for transactions. The total amount of deposits and additions appears to be consistent, indicating regular financial activity.
### ATM & Debit Card Withdrawals (continued)

<table>
<thead>
<tr>
<th>DATE</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
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<td>Card Purchase</td>
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<tr>
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Total ATM & Debit Card Withdrawals: $18.82

### Electronic Withdrawals

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<td></td>
<td>Card Purchase</td>
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<td>Card Purchase</td>
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<td></td>
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Total Electronic Withdrawals: $13.31

### Fees and Other Withdrawals

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<th>DESCRIPTION</th>
<th>AMOUNT</th>
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</thead>
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<tr>
<td></td>
<td>Card Purchase</td>
<td>$0.00</td>
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<td></td>
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Total Fees & Other Withdrawals: $13.31

### Daily Ending Balance

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<thead>
<tr>
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<th>AMOUNT</th>
<th>DATE</th>
<th>AMOUNT</th>
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<tbody>
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<td>0288</td>
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<td>15,875.24</td>
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<td>102,855.38</td>
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<td>20,339.92</td>
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<td>114,777.37</td>
<td>1019</td>
<td>43,594.56</td>
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<td>1086</td>
<td>1,186.60</td>
<td>1019</td>
<td>11,569.96</td>
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<tr>
<td>1087</td>
<td>1,170.49</td>
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<td>40,865.61</td>
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<td>1038</td>
<td>2,741.96</td>
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<td>23,710.54</td>
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<td>1012</td>
<td>10,865.74</td>
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<td>1013</td>
<td>75,113.36</td>
<td>1032</td>
<td>10,647.71</td>
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Net: $4,419.10

COE.SCHWEIKERT.005841

CNA_1810

15-2224_1029
**DAILY ENDING BALANCE**

<table>
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<th>Date</th>
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<th>Save</th>
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<td>12/28</td>
<td>35,272.00</td>
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<td>1,465.74</td>
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**SERVICE CHARGE SUMMARY**

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</thead>
<tbody>
<tr>
<td>Transaction Fee</td>
<td>9.00</td>
</tr>
<tr>
<td>Service Fee</td>
<td>30.00</td>
</tr>
<tr>
<td>Service Fee 3% Credit</td>
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</tr>
<tr>
<td>2nd Statement Fee</td>
<td>30.00</td>
</tr>
<tr>
<td>Telephone Transaction Fees (Over $1)</td>
<td>30.00</td>
</tr>
<tr>
<td>Total Service Fees</td>
<td>36.00</td>
</tr>
</tbody>
</table>
**Important Information about Chase Business Checking and Savings Accounts**

Please refer to the end of this statement for changes to the Account Rules and Regulations, Additional Banking Services and Terms of Business Accounts effective February 1, 2011. For questions, please call toll-free 1-800-222-4242 (1-952-545-7070).  

<table>
<thead>
<tr>
<th>CHECKING SUMMARY</th>
<th>Chase Business Checking</th>
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<tr>
<td><strong>Account Number</strong></td>
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</table>

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/31</td>
<td>Deposit</td>
<td>$5,745.00</td>
</tr>
<tr>
<td>02/15</td>
<td>Check</td>
<td>$4,519.00</td>
</tr>
<tr>
<td>02/20</td>
<td>Deposit</td>
<td>$1,820.00</td>
</tr>
<tr>
<td>02/24</td>
<td>Check</td>
<td>$1,050.00</td>
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<tr>
<td>03/01</td>
<td>Deposit</td>
<td>$250.00</td>
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<tr>
<td>03/03</td>
<td>American Express Statement</td>
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<td>03/03</td>
<td>Travelers Jr. (Disb)</td>
<td>$2,415.00</td>
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<tr>
<td>03/03</td>
<td>American Express Statement</td>
<td>$7,415.00</td>
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<tr>
<td>03/03</td>
<td>Deposit</td>
<td>$9,210.28</td>
</tr>
<tr>
<td>03/03</td>
<td>Wire Deposit</td>
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<tr>
<td>03/03</td>
<td>Wire-Statement Disbursement</td>
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<tr>
<td>03/03</td>
<td>American Express Statement</td>
<td>$1,845.00</td>
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<tr>
<td>03/03</td>
<td>Wire-Statement Disbursement</td>
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</tr>
<tr>
<td>03/03</td>
<td>Wire-Statement Disbursement</td>
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</tr>
</tbody>
</table>

(COE.SCHWEIKERT.005844)
<table>
<thead>
<tr>
<th>DEPOSITS AND ADDITIONS</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>200 Twickenham Ln. Row 7k</td>
<td>1,790.00</td>
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<tr>
<td>128 American Express Business</td>
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<tr>
<td>313 Chase</td>
<td>12.00</td>
</tr>
<tr>
<td>118 American Express Business</td>
<td>360.00</td>
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<tr>
<td>134 Chase</td>
<td>760.00</td>
</tr>
<tr>
<td>135 Chase</td>
<td>40.00</td>
</tr>
<tr>
<td>110 American Express Business</td>
<td>360.00</td>
</tr>
<tr>
<td>120 Chase</td>
<td>50.00</td>
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<tr>
<td>121 Chase</td>
<td>740.00</td>
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<tr>
<td>118 Chase</td>
<td>1,013.33</td>
</tr>
<tr>
<td>123 Chase</td>
<td>25.00</td>
</tr>
<tr>
<td>135 American Express Business</td>
<td>122.00</td>
</tr>
<tr>
<td>120 American Express Business</td>
<td>89.00</td>
</tr>
<tr>
<td>119 American Express Business</td>
<td>415.80</td>
</tr>
<tr>
<td>120 American Express Business</td>
<td>25.00</td>
</tr>
<tr>
<td>126 Chase</td>
<td>102.00</td>
</tr>
<tr>
<td>124 Chase</td>
<td>2,500.00</td>
</tr>
<tr>
<td>125 Chase</td>
<td>1,542.92</td>
</tr>
<tr>
<td>126 Chase</td>
<td>1,100.00</td>
</tr>
<tr>
<td>127 Chase</td>
<td>78.97</td>
</tr>
<tr>
<td>128 Chase</td>
<td>422.50</td>
</tr>
<tr>
<td>129 Chase</td>
<td>269.00</td>
</tr>
<tr>
<td>130 Chase</td>
<td>1,306.00</td>
</tr>
<tr>
<td>132 Chase</td>
<td>2,900.00</td>
</tr>
<tr>
<td>133 Chase</td>
<td>1,740.00</td>
</tr>
<tr>
<td>134 Chase</td>
<td>2,050.00</td>
</tr>
<tr>
<td>135 Chase</td>
<td>1,930.00</td>
</tr>
<tr>
<td>136 Chase</td>
<td>2,295.00</td>
</tr>
<tr>
<td>137 Chase</td>
<td>315.00</td>
</tr>
<tr>
<td>138 Chase</td>
<td>1,000.00</td>
</tr>
<tr>
<td>139 Chase</td>
<td>1,000.00</td>
</tr>
<tr>
<td>140 Chase</td>
<td>1,000.00</td>
</tr>
<tr>
<td>Total Deposits and Additions</td>
<td>$779,777.00</td>
</tr>
</tbody>
</table>
ACCOUNT RULES AND REGULATIONS – ADDITIONAL BANKING SERVICES AND FEES FOR BUSINESS ACCOUNTS

CHASE

Account Rules and Regulations – Additional Banking Services and Fees for Business Accounts

The following changes to the Chase Bank Services and Fees for Business Banking and Business Accounts were effective on February 7, 2011. These changes are subject to all existing and future accounts, in accordance with Commercial Banking and Commercial Banking Services affecting Business.

After successfully completing the initial setup of the ATMs, the following changes will be effective:

- Up to 3% of the total transaction amount,
- Max $30.00 for each transaction,
- Additional fee for transactions over $10,000,
CHASE

Important information about FDIC insurance:
This Check Savings Account is insured by the Federal Deposit Insurance Corporation (FDIC), a United States Government agency. Accounts are insured up to a maximum of $250,000 per depositor, for each account ownership category. FDIC insurance does not cover risks from market activity, such as interest rate risk.

Checking Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Balance</td>
<td>$14,117.87</td>
</tr>
<tr>
<td>Deposits and Additions</td>
<td></td>
</tr>
<tr>
<td>Checks Fwd</td>
<td>19</td>
</tr>
<tr>
<td>ATM &amp; Debit Card Withdrawals</td>
<td>5</td>
</tr>
<tr>
<td>Other Deposits</td>
<td>2</td>
</tr>
<tr>
<td>Ending Balance</td>
<td>$14,140.21</td>
</tr>
</tbody>
</table>

Deposits and Additions

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1250</td>
<td>$2,920.03</td>
</tr>
<tr>
<td>1260</td>
<td>0.00</td>
</tr>
<tr>
<td>1267</td>
<td>0.00</td>
</tr>
<tr>
<td>1265</td>
<td>448.15</td>
</tr>
<tr>
<td>1266</td>
<td>0.00</td>
</tr>
<tr>
<td>1268</td>
<td>3,940.00</td>
</tr>
<tr>
<td>1269</td>
<td>0.00</td>
</tr>
<tr>
<td>1269</td>
<td>448.15</td>
</tr>
</tbody>
</table>

Page 1 of 5

COE.SCHWEIKERT.005852
CBA_1920
15-2534_1900
CHASE

Note: Should your checkbook register fail to agree with all transactions, you must report the amount and date of the unrecorded or misrecorded transaction.

1. Write the Ending Balance shown on this statement.  
   Step 1 Balance: $____________

2. List and total all deposits as shown on this statement:

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

   Step 2 Total: $____________

3. Add Step 2 total to Step 1 Balance.
   Step 3 Total: $____________

4. List and total all checks, ATM withdrawals, debit card purchases and other withdrawals
   and shown on this statement:

<table>
<thead>
<tr>
<th>Check No. or Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

   Step 4 Total: $____________

5. Subtract Step 4 Total from Step 3 Total. This should match your Checkbook Balance.  
   $____________
### Deposits and Additions

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/10</td>
<td>Deposit</td>
<td>1,909.00</td>
</tr>
<tr>
<td>12/11</td>
<td>Deposit</td>
<td>5,003.00</td>
</tr>
<tr>
<td>12/15</td>
<td>Deposit</td>
<td>3,207.00</td>
</tr>
<tr>
<td>12/17</td>
<td>Deposit</td>
<td>3,902.00</td>
</tr>
<tr>
<td>12/20</td>
<td>Transfer to Savings</td>
<td>320.00</td>
</tr>
<tr>
<td>12/28</td>
<td>Transfer to Savings</td>
<td>320.00</td>
</tr>
<tr>
<td>12/30</td>
<td>Transfer to Savings</td>
<td>28.00</td>
</tr>
<tr>
<td>12/31</td>
<td>Transfer to Savings</td>
<td>28.00</td>
</tr>
<tr>
<td>12/31</td>
<td>Deposit</td>
<td>2,099.09</td>
</tr>
<tr>
<td>12/31</td>
<td>American Express Statement</td>
<td>1,200.00</td>
</tr>
<tr>
<td>12/31</td>
<td>American Express Statement</td>
<td>800.00</td>
</tr>
<tr>
<td>12/31</td>
<td>Ford Savings</td>
<td>28.00</td>
</tr>
<tr>
<td>12/31</td>
<td>Deposit</td>
<td>140.00</td>
</tr>
<tr>
<td>12/31</td>
<td>Ford Savings</td>
<td>90.00</td>
</tr>
<tr>
<td>12/31</td>
<td>Deposit</td>
<td>50.00</td>
</tr>
<tr>
<td>12/31</td>
<td>American Express Statement</td>
<td>75.00</td>
</tr>
</tbody>
</table>

**Total Deposits and Additions:** $15,892.00

### Checks Paid

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<thead>
<tr>
<th>Check No</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1000</td>
<td>520.00</td>
</tr>
<tr>
<td>1001</td>
<td>6,200.00</td>
</tr>
<tr>
<td>1002</td>
<td>1,050.00</td>
</tr>
<tr>
<td>1003</td>
<td>1,120.00</td>
</tr>
<tr>
<td>1004</td>
<td>8,110.00</td>
</tr>
<tr>
<td>1005</td>
<td>41.00</td>
</tr>
<tr>
<td>1006</td>
<td>11.00</td>
</tr>
</tbody>
</table>

**Total Checks Paid:** $11,911.00
## ATM & Debit Card Withdrawals

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1226</td>
<td>Cash Withdrawal</td>
<td>122.40</td>
</tr>
<tr>
<td>1226</td>
<td>Cash Withdrawal</td>
<td>122.40</td>
</tr>
<tr>
<td>1224</td>
<td>Cash Withdrawal</td>
<td>122.40</td>
</tr>
<tr>
<td>1224</td>
<td>Cash Withdrawal</td>
<td>122.40</td>
</tr>
<tr>
<td>1224</td>
<td>Cash Withdrawal</td>
<td>122.40</td>
</tr>
<tr>
<td>1224</td>
<td>Cash Withdrawal</td>
<td>122.40</td>
</tr>
<tr>
<td>1224</td>
<td>Cash Withdrawal</td>
<td>122.40</td>
</tr>
<tr>
<td>1224</td>
<td>Cash Withdrawal</td>
<td>122.40</td>
</tr>
<tr>
<td>1224</td>
<td>Cash Withdrawal</td>
<td>122.40</td>
</tr>
<tr>
<td>1224</td>
<td>Cash Withdrawal</td>
<td>122.40</td>
</tr>
</tbody>
</table>

**Total ATM & Debit Card Withdrawals:** $5,283.00

## Electronic Withdrawals

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1229</td>
<td>Advance Express Payment</td>
<td>8.75</td>
</tr>
<tr>
<td>1229</td>
<td>Advance Express Payment</td>
<td>8.75</td>
</tr>
<tr>
<td>1229</td>
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<td>8.75</td>
</tr>
<tr>
<td>1229</td>
<td>Advance Express Payment</td>
<td>8.75</td>
</tr>
<tr>
<td>1229</td>
<td>Advance Express Payment</td>
<td>8.75</td>
</tr>
<tr>
<td>1229</td>
<td>Advance Express Payment</td>
<td>8.75</td>
</tr>
<tr>
<td>1229</td>
<td>Advance Express Payment</td>
<td>8.75</td>
</tr>
<tr>
<td>1229</td>
<td>Advance Express Payment</td>
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<td>8.75</td>
</tr>
<tr>
<td>1229</td>
<td>Advance Express Payment</td>
<td>8.75</td>
</tr>
</tbody>
</table>

**Total Electronic Withdrawals:** $91.87

## Fees and Other Withdrawals

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1227</td>
<td>1017733409</td>
<td>231.50</td>
</tr>
<tr>
<td>1227</td>
<td>1017733409</td>
<td>231.50</td>
</tr>
<tr>
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<td>1017733409</td>
<td>231.50</td>
</tr>
<tr>
<td>1227</td>
<td>1017733409</td>
<td>231.50</td>
</tr>
<tr>
<td>1227</td>
<td>1017733409</td>
<td>231.50</td>
</tr>
<tr>
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<td>1017733409</td>
<td>231.50</td>
</tr>
<tr>
<td>1227</td>
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<td>231.50</td>
</tr>
<tr>
<td>1227</td>
<td>1017733409</td>
<td>231.50</td>
</tr>
</tbody>
</table>

**Total Fees & Other Withdrawals:** $2,910.00

## Daily Ending Balance

<table>
<thead>
<tr>
<th>Date</th>
<th>Beginning Balance</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1222</td>
<td>22,517.10</td>
<td>22,517.10</td>
</tr>
<tr>
<td>1223</td>
<td>22,517.10</td>
<td>22,517.10</td>
</tr>
<tr>
<td>1223</td>
<td>22,517.10</td>
<td>22,517.10</td>
</tr>
<tr>
<td>1223</td>
<td>22,517.10</td>
<td>22,517.10</td>
</tr>
<tr>
<td>1223</td>
<td>22,517.10</td>
<td>22,517.10</td>
</tr>
<tr>
<td>1223</td>
<td>22,517.10</td>
<td>22,517.10</td>
</tr>
<tr>
<td>1223</td>
<td>22,517.10</td>
<td>22,517.10</td>
</tr>
<tr>
<td>1223</td>
<td>22,517.10</td>
<td>22,517.10</td>
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<tr>
<td>1223</td>
<td>22,517.10</td>
<td>22,517.10</td>
</tr>
<tr>
<td>1223</td>
<td>22,517.10</td>
<td>22,517.10</td>
</tr>
</tbody>
</table>

**Total Daily Ending Balance:** $2,910.00
<table>
<thead>
<tr>
<th>TRANSACTION</th>
<th>NUMBER OF</th>
<th>DOLLARS</th>
</tr>
</thead>
<tbody>
<tr>
<td>CHEQUE PAYMENT</td>
<td>53</td>
<td></td>
</tr>
<tr>
<td>Deposits/Credits</td>
<td>12</td>
<td>46</td>
</tr>
<tr>
<td>Statement Credits</td>
<td>45</td>
<td>8</td>
</tr>
<tr>
<td><strong>TRANSACTION TOTAL</strong></td>
<td><strong>69</strong></td>
<td><strong>46</strong></td>
</tr>
<tr>
<td><strong>SERVICE FEE CALCULATIONS</strong></td>
<td><strong>46</strong></td>
<td><strong>46</strong></td>
</tr>
<tr>
<td>Service Fee</td>
<td>01.00</td>
<td></td>
</tr>
<tr>
<td>Service Fee Credit</td>
<td>10.00</td>
<td></td>
</tr>
<tr>
<td>Net Service Fee</td>
<td>00.00</td>
<td></td>
</tr>
<tr>
<td>Excess Transaction Fee (Above)</td>
<td>00.00</td>
<td></td>
</tr>
<tr>
<td><strong>Total Service Fees</strong></td>
<td><strong>0.00</strong></td>
<td><strong>0.00</strong></td>
</tr>
</tbody>
</table>

1517
Account Rules and Regulations – Additional Banking Services and Fees for Business Accounts

The following changes to the Additional Banking Services and Fees for Chase Debit and Visa debit cards are effective February 1, 2022. These changes apply to checking, savings, and money market accounts, as well as Chase credit cards, except where otherwise noted. 

ATM Withdrawal Fee

- Engagement to Chase ATM locations in the United States, Puerto Rico and the U.S. Virgin Islands
- Non-Chase ATM Withdrawals at any Chase ATM within the United States, Puerto Rico and the U.S. Virgin Islands
- Non-Chase ATM Withdrawals at any Non-Chase ATM within the United States, Puerto Rico and the U.S. Virgin Islands

$5.00 / withdrawal

Foreign Transaction Fee

For credit card transactions, a 3% Foreign Transaction Fee will be applied to non-U.S. dollar transactions. 

Deposited Item Payment fee paid to either bank

$12.00 / item

Stop Payment fee

$20.00 / item

Check or Deposit Routing Number Change

$10.00 / item

Note: Additional fees may apply for International Wire Transfers and for Non-Business Accounts. 

[1] Atm Fees may be deducted from the balance in the ATm. Additional fees may apply when using an ATM outside the United States, Puerto Rico and the U.S. Virgin Islands.

[2] Chase Bank Online users who transfer funds using direct deposit, stop payments, CDP transfers, or wire transfers. 

[3] Chase Debit Card users who transfer funds using direct deposit, stop payments, CDP transfers, or wire transfers. 

[4] For Chase Advance Business Credit Card™ and Chase Advantage Business Credit Card™, contact the Miles Traveler for more information on the Chase Debit Card Program. 

[5] The Chase Debit Card Program is provided to cardholders by Chase Bank USA, N.A., 1700 Main Street, Csb 4300 Clifton Park, NY 12065.
CHASE

January 01, 2019 - January 31, 2019

CUSTOMER SERVICE INFORMATION

800-807-7077
800-223-5555

CHECKING SUMMARY

Checking Balance
Deposits and Additions
Checks Paid
ATM & Debit Card Withdrawals
Continental Withdrawals
Fees and Other Withdrawals
Ending Balance

$5,357.49
$5,357.49
$5,201.45
$5,201.45
$5,201.45
$5,201.45
$5,201.45
$5,201.45

DEPOSITS AND ADDITIONS:

2019

Balance $5,357.49

Deposits $5,201.45

Ending Balance $5,357.49

COE SCHWEIKERT 005858

16-223A_1096
### CHASE

**Statement Information**

- **Account Number:** [Redacted]
- **Statement Dates:** January 31, 2023

#### Step 1: Balance

- **Starting Balance:** $[Redacted]

#### Step 2: Deposits & Withdrawals

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Step 3: Credit Card Payments

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Step 4: Adjustments

- **Total Adjustments:** $[Redacted]

#### Step 5: Statement Balance

- **Ending Balance:** $[Redacted]

---

**Note:**
- The ending balance should match your checkbook register.
- All transactions should be accounted for.

---

**Chase Credit Card Details**

- **Card Number:** [Redacted]
- **Expiration Date:** [Redacted]
- **CVV:** [Redacted]

---

**Chase Information**

- **Customer Service:** 800-222-4176
- **Website:** [Chase Bank](www.chase.com)

---

**Important Reminders**

- **Payment Due Date:** [Redacted]
- **Interest Rate:** [Redacted]

---

**Chase Security Notice**

- **Protect Your Account:** [Redacted]
- **Fraud Alert:** [Redacted]
<table>
<thead>
<tr>
<th>CHECKS PAID</th>
<th>DATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL CHECKS PAID**

If you see a description (one space before the description) with an underline on the check, that's the answer to the check that you can verify. We're still working on the check you have not seen. We are putting them on a checklist to fix.

---

<table>
<thead>
<tr>
<th>ATM &amp; DEBIT CARD WITHDRAWALS</th>
<th>DATE</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-05</td>
<td>Cash Withdrawal</td>
<td>101092316044 ACH Payee A2 Check</td>
<td>100.00</td>
</tr>
<tr>
<td>01-06</td>
<td>Cash Withdrawal</td>
<td>101092316044 ACH Payee A2 Check</td>
<td>100.00</td>
</tr>
<tr>
<td>01-07</td>
<td>Cash Withdrawal</td>
<td>101092316044 ACH Payee A2 Check</td>
<td>100.00</td>
</tr>
<tr>
<td>01-08</td>
<td>Cash Withdrawal</td>
<td>101092316044 ACH Payee A2 Check</td>
<td>100.00</td>
</tr>
<tr>
<td>01-09</td>
<td>Cash Withdrawal</td>
<td>101092316044 ACH Payee A2 Check</td>
<td>100.00</td>
</tr>
<tr>
<td>01-10</td>
<td>Cash Withdrawal</td>
<td>101092316044 ACH Payee A2 Check</td>
<td>100.00</td>
</tr>
</tbody>
</table>

**TOTAL ATM & DEBIT CARD WITHDRAWALS**

$100.00

---

<table>
<thead>
<tr>
<th>ELECTRONIC WITHDRAWALS</th>
<th>DATE</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-03</td>
<td>Electronic Withdrawal</td>
<td>AMERICAN EXPRESS</td>
<td>54.99</td>
</tr>
<tr>
<td>01-04</td>
<td>Electronic Withdrawal</td>
<td>VISA CASH ADVANCE</td>
<td>54.99</td>
</tr>
<tr>
<td>01-05</td>
<td>Electronic Withdrawal</td>
<td>VISA CASH ADVANCE</td>
<td>54.99</td>
</tr>
<tr>
<td>01-06</td>
<td>Electronic Withdrawal</td>
<td>VISA CASH ADVANCE</td>
<td>54.99</td>
</tr>
<tr>
<td>01-07</td>
<td>Electronic Withdrawal</td>
<td>VISA CASH ADVANCE</td>
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</tbody>
</table>

**TOTAL ELECTRONIC WITHDRAWALS**

$274.95
## FEES AND OTHER WITHDRAWALS

<table>
<thead>
<tr>
<th>DATE</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>1/22</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>1/30</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>1/25</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>01/05</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>01/07</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>01/10</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>01/13</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>01/15</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>01/17</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Total Fees &amp; Other Withdrawals</td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

## DAILY ENDING BALANCE

<table>
<thead>
<tr>
<th>DATE</th>
<th>DEBIT</th>
<th>CREDIT</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/01</td>
<td>$129,493.81</td>
<td></td>
<td>$129,493.81</td>
</tr>
<tr>
<td>01/10</td>
<td>$129,493.81</td>
<td></td>
<td>$129,493.81</td>
</tr>
<tr>
<td>01/20</td>
<td>$129,493.81</td>
<td></td>
<td>$129,493.81</td>
</tr>
<tr>
<td>01/30</td>
<td>$129,493.81</td>
<td></td>
<td>$129,493.81</td>
</tr>
<tr>
<td>02/05</td>
<td>$129,493.81</td>
<td></td>
<td>$129,493.81</td>
</tr>
<tr>
<td>02/10</td>
<td>$129,493.81</td>
<td></td>
<td>$129,493.81</td>
</tr>
<tr>
<td>02/15</td>
<td>$129,493.81</td>
<td></td>
<td>$129,493.81</td>
</tr>
<tr>
<td>02/20</td>
<td>$129,493.81</td>
<td></td>
<td>$129,493.81</td>
</tr>
<tr>
<td>02/25</td>
<td>$129,493.81</td>
<td></td>
<td>$129,493.81</td>
</tr>
<tr>
<td>02/30</td>
<td>$129,493.81</td>
<td></td>
<td>$129,493.81</td>
</tr>
</tbody>
</table>

---

Page 1 of 3
You Win When You Grow Your Relationship With Chase

Bring all your banking to Chase and enjoy more of our great business advantages.

Avoid monthly Service Fees from when you bring additional deposits to Chase – How smart is that? Get smart to move these deposits into the safety and stability of Chase. If you keep a minimum daily balance of $5,000 or more during each statement period, you'll have no monthly Service Fee on your Chase Business Select Checking™ account (1)

Take advantage of Chase Exclusive® for Business – As a Chase Business checking customer, you can earn better rates, get rewards and big discounts on almost everything you offer – from payroll solutions and merchant services to business loans and more (2). Don't miss these opportunities.

Apply for a Chase Business Credit Card – With Chase, you have an entire line of business credit cards. With these cards, you can enjoy points, miles, and rewards offers designed specifically for business. You can earn the points you need to travel, book hotels, and much more. First, you'll have no monthly Service Fee on your Chase Business Leveraging Checking™ account when you make $5,000 or more on your linked Chase Business Credit Card using the monthly checking statements period (4).

Stop in today and explore all Chase has to offer.

1. Minimum daily balance is based upon your highest balance order of pride, (5)
2. Rates and new awards are subject to change without notice. For more information, see Chase Business Select Checking™ account.
3. Rates and new awards are subject to change without notice. For more information, see Chase Business Select Checking™ account.
4. Chase Business Leveraging Checking™ account only factors in your Chase Business Leveraging Checking™ account balances.
5. Chase Business Leveraging Checking™ account is designed for business customers only. Chase Business Leveraging Checking™ accountBalances in your Chase Business Leveraging Checking™ account only factor in your Chase Business Leveraging Checking™ account balances.
## CHECKING SUMMARY

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Balance</td>
<td>$351.66</td>
</tr>
<tr>
<td>Checks and Debits</td>
<td>2</td>
</tr>
<tr>
<td>Checks Paid</td>
<td>1</td>
</tr>
<tr>
<td>ATM &amp; Debit Card Withdrawals</td>
<td>3</td>
</tr>
<tr>
<td>Fines and Other Withdrawals</td>
<td>1</td>
</tr>
<tr>
<td>Ending Balance</td>
<td>$4,115.16</td>
</tr>
</tbody>
</table>

### DEPOSITS AND ADDITIONS

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>3,657.02</td>
<td>Online Transfer From[ ]</td>
</tr>
<tr>
<td></td>
<td>89.90</td>
<td>Check</td>
</tr>
</tbody>
</table>

Total Deposits and Additions: $5,317.02

### CHECKS PAID

<table>
<thead>
<tr>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Check</td>
</tr>
</tbody>
</table>

Total Checks Paid: $674.48

---

If you see a decline in the Checking Paid section, it means that we received only partial information about the check, not the original or the invoice of the check. As a result, we may be unable to return the check to you or give you a refund.

* An image of the check may be available by going to www.chase.com.
Note: Having your checkbook register is up-to-date will help you decide whether any transactions are included in your statement or not.

1. Write in the Ending Balance shown on this statement: $__________

2. List and total all deposits & withdrawals not shown on this statement:

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Step 2 Total: $__________</td>
<td></td>
</tr>
</tbody>
</table>

3. Add Step 1 Balance + Step 2 Total = Step 3 Balance: $__________

4. Write in all checks, ATM withdrawals, debit card purchases and other withdrawals not shown on this statement:

<table>
<thead>
<tr>
<th>Check Number or Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Step 4 Total: $__________</td>
<td></td>
</tr>
</tbody>
</table>

5. Subtract Step 4 Total from Step 3 Balance. This should match your Checkbook Balance: $__________

If there are any differences in the balance, please contact your bank to resolve any discrepancies.

Chase Bank, N.A. Member FDIC.
## ATM & Debit Card Withdrawals

<table>
<thead>
<tr>
<th>DATE</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/09</td>
<td>Withdrawal</td>
<td>$360.00</td>
</tr>
<tr>
<td>06/18</td>
<td>Withdrawal</td>
<td>$720.00</td>
</tr>
<tr>
<td>06/28</td>
<td>Withdrawal</td>
<td>$170.00</td>
</tr>
<tr>
<td>07/14</td>
<td>Withdrawal</td>
<td>$110.76</td>
</tr>
<tr>
<td>07/18</td>
<td>Withdrawal</td>
<td>$110.76</td>
</tr>
</tbody>
</table>

**Total ATM & Debit Card Withdrawals**: $3,675.00

## Fees and Other Withdrawals

<table>
<thead>
<tr>
<th>DATE</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/18</td>
<td>SAFETI Transfer To Save Wise</td>
<td>$1,000.00</td>
</tr>
</tbody>
</table>

**Total Fees & Other Withdrawals**: $1,000.00

Balance:
- **Balance**
- **Ending Balance**: $0.00

## Daily Ending Balance

<table>
<thead>
<tr>
<th>DATE</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/06</td>
<td>$360.00</td>
</tr>
<tr>
<td>06/09</td>
<td>$720.00</td>
</tr>
<tr>
<td>06/18</td>
<td>$170.00</td>
</tr>
<tr>
<td>07/14</td>
<td>$110.76</td>
</tr>
<tr>
<td>07/18</td>
<td>$110.76</td>
</tr>
</tbody>
</table>
CHASE

Month of 2011: [Month]

Note: To review your checkbook register, turn to page 2 of this statement.

1. Write in the ending balance after this statement: $__________

2. List and total all deposits & additions not shown on this statement:

   Date       Amount       Check Number or Date       Amount

   $__________

3. Add total of deposits to Step 1 Balance:

   Step 3 Total: $__________

4. List and total all checks, ATM withdrawals, debit card purchase and other withdrawals

   not shown on this statement:

   Check Number or Date       Amount

   $__________

5. Subtract Step 4 Total from Step 3 Total: This should match your Checkbook Balance: $__________

CHASE Bank, N.A. Member FDIC

COE. SCHWEIKERT.005869

CBA_19237

15-2234_1987
Chase

Chase Exclusive®

Special benefits for being a Chase checking customer:
Take advantage of exclusive offers on:
- Debit Cards
- Credit Cards
- Mortgage and Home Equity Products
- Auto Loans

To see a complete list of Chase Exclusives, visit chase.com/exclusives

Talk to a banker today to take advantage of these exclusive benefits!

Limitations and restrictions apply.
### Checking Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Balance</td>
<td>81,486.50</td>
</tr>
<tr>
<td>Deposits and Additions</td>
<td>8,400.00</td>
</tr>
<tr>
<td>Checks Paid</td>
<td>-12,000.00</td>
</tr>
<tr>
<td>Total Deposits and Additions</td>
<td>5,400.00</td>
</tr>
</tbody>
</table>

### Deposits and Additions

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Deposit</td>
<td>87,400.00</td>
</tr>
<tr>
<td></td>
<td>Payment</td>
<td>1,000.00</td>
</tr>
</tbody>
</table>

### Checks Paid

Total Checks Paid: **15,000.00**

---

**Image:** The image contains a financial statement showing a checking account with transactions and balances. The page includes a section for deposits and additions and a section for checks paid. The account balance at the end of the period is **$81,486.50**. There was a deposit of **$87,400.00** and a payment of **$1,000.00**. Total checks paid amounted to **$15,000.00**.
Note: Ensure your checkbook register is up-to-date with all transactions, including those which may not be included on your statement.

5. Write in the ending balance shown on this statement:

   Ending Balance: $________________________

5. List and total all deposits & additions not shown on this statement:

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

   Step 1 Total: $________________________

5. Add Step 1 Total to Step 1 Balance:

   Step 2 Total: $________________________

5. List and total all checks, ATM withdrawals, debit card purchases and other withdrawals not shown on this statement:

<table>
<thead>
<tr>
<th>Check Number</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

   Step 3 Total: $________________________

5. Subtract Step 3 Total from Step 2 Total. This should match your Checkbook Balance:

   Step 4 Total: $________________________

If you have questions about your Electronic Statement, please contact the Chase Bank at 1-800-223-5555. A representative will be happy to help you. The Chase Bank reserves the right to close your account if you exceed the limit for electronic transactions. Your account will be closed if you exceed this limit three times in a row. You will be notified in writing of any changes in your account status. If you would like to cancel your account, please contact your local Chase Bank office. If you have questions about your account or need assistance with electronic statements, please contact your local Chase Bank office.

Jeffrey M. Schweikert, COO, Management VC

Page 1 of 4

COE.SCHWEIKERT.006873

CIBA_1941

10-2234_1071
### FEES AND OTHER WITHDRAWALS

<table>
<thead>
<tr>
<th>DATE</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total Fees &amp; Other Withdrawals</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### DAILY ENDING BALANCE

<table>
<thead>
<tr>
<th>DATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>04/05</td>
<td>$5,025.75</td>
</tr>
<tr>
<td>04/06</td>
<td>$11,695.75</td>
</tr>
<tr>
<td>04/07</td>
<td>$1,895.75</td>
</tr>
<tr>
<td>04/08</td>
<td>$0.00</td>
</tr>
</tbody>
</table>
The Chase Mobile® App. Enjoy all the access and services of chase.com through your phone.

- Get this free Chase Mobile® App on your Phone® or Android®.
- Make a change by simply saying "100" of the text that was on an envelope check with Chase QuickPay®.
- Send money to family, friends, or even a real address with Chase Pay® Person to Person.
- Transfer money between checking accounts.
- Pay bills and access cards with Online Bill Pay.

Rush, you can even access Chase QuickPay® anywhere, anytime from your phone's browser.

Chase Mobile® — Message and data rates may apply. Chase Mobile® — Content of user

Chase QuickPay®: Any amount Chase Mobile® — from the last 10 Chases in your checking account.

Chase Pay®: Person to Person: Any amount of Chase Pay® — from the last 10 lines in your checking account.

Chase: Rushed change (next day) with Chase Pay®: Any amount of Chase Pay® — from the last 10 lines in your checking account.

Chase: Rushed change (next day) with Chase Pay®: Any amount of Chase Pay® — from the last 10 lines in your checking account.

Chase: Rushed change (next day) with Chase Pay®: Any amount of Chase Pay® — from the last 10 lines in your checking account.

Chase: Rushed change (next day) with Chase Pay®: Any amount of Chase Pay® — from the last 10 lines in your checking account.

Chase: Rushed change (next day) with Chase Pay®: Any amount of Chase Pay® — from the last 10 lines in your checking account.

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Chase: Rushed change (next day) with Chase Pay®: Any amount of Chase Pay® — from the last 10 lines in your checking account.

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Chase: Rushed change (next day) with Chase Pay®: Any amount of Chase Pay® — from the last 10 lines in your checking account.

Chase: Rushed change (next day) with Chase Pay®: Any amount of Chase Pay® — from the last 10 lines in your checking account.

Chase: Rushed change (next day) with Chase Pay®: Any amount of Chase Pay® — from the last 10 lines in your checking account.

Chase: Rushed change (next day) with Chase Pay®: Any amount of Chase Pay® — from the last 10 lines in your checking account.

Chase: Rushed change (next day) with Chase Pay®: Any amount of Chase Pay® — from the last 10 lines in your checking account.

Chase: Rushed change (next day) with Chase Pay®: Any amount of Chase Pay® — from the last 10 lines in your checking account.

Chase: Rushed change (next day) with Chase Pay®: Any amount of Chase Pay® — from the last 10 lines in your checking account.

Chase: Rushed change (next day) with Chase Pay®: Any amount of Chase Pay® — from the last 10 lines in your checking account.

Chase: Rushed change (next day) with Chase Pay®: Any amount of Chase Pay® — from the last 10 lines in your checking account.

Chase: Rushed change (next day) with Chase Pay®: Any amount of Chase Pay® — from the last 10 lines in your checking account.

Chase: Rushed change (next day) with Chase Pay®: Any amount of Chase Pay® — from the last 10 lines in your checking account.

Chase: Rushed change (next day) with Chase Pay®: Any amount of Chase Pay® — from the last 10 lines in your checking account.

Chase: Rushed change (next day) with Chase Pay®: Any amount of Chase Pay® — from the last 10 lines in your checking account.

Chase: Rushed change (next day) with Chase Pay®: Any amount of Chase Pay® — from the last 10 lines in your checking account.
1. Write in the Ending Balance shown on this statement: $___________

2. List and total all deposits & withdrawals shown on this statement:

<table>
<thead>
<tr>
<th>Date</th>
<th>Memo</th>
<th>Debit</th>
<th>Credit</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Step 2 Total: $___________

3. Add Step 2 Total to Step 1 Balance: $___________

4. List and total all checks, ATM withdrawals, debit card purchases and other withdrawals shown on this statement:

<table>
<thead>
<tr>
<th>Check Number or Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Step 3 Total: $___________

5. Subtract Step 3 Total from Step 2 Total. This should match your Checkbook Balance: $___________

6. A clue of improper or questionable activity may be indicated should you observe any one of the following:
   - If the above statement is not correct, please return the statement to your bank for correction.
   - If you believe you have been a victim of fraud or forgery, please contact your bank immediately.
   - If you have any questions about this statement, please call your bank at (800) 528-5402.

   (Signature of Your Bank, H.A. Member FDIC)
Effective July 17, 2011, we are making changes in the following sections of our Funds Availability Policy for business accounts:

- For Chase Commercial Checking (with or without interest), "Immediate Availability." If you have done deposits in person to any of our employees, hold the following:
  - Federal Reserve Bank deposits, Federal Reserve Loan District check, and postal money orders that are payable to you.
  - State and local governments checks that are payable to you if you are a state or local government entity.
  - Checks that are payable to you if you use a Chase direct deposit or available at any branch open next to your deposit.

- "Second Business Day Availability." At least the first $200 of your deposits will be available on the second business day after the day of your deposit.

- "Eleventh Business Day Availability." At least the second $200 of your deposits will be available on the fourth business day after the day of your deposit.

All other items of your deposit remain the same. If you have any questions, please call us at 1-800-727-2663.

**CHECKING SUMMARY**

<table>
<thead>
<tr>
<th>Transaction Type</th>
<th>Number</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Balance</td>
<td></td>
<td>$780.15</td>
</tr>
<tr>
<td>Deposits/Withdrawals</td>
<td>3</td>
<td>$1,306.05</td>
</tr>
<tr>
<td>Checks Paid</td>
<td>1</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Ending Balance</td>
<td>3</td>
<td>$942.75</td>
</tr>
</tbody>
</table>

**DEPOSITS AND ADDITIONS**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deposit</td>
<td>$603.00</td>
</tr>
<tr>
<td>Direct Deposit</td>
<td>$300.00</td>
</tr>
</tbody>
</table>

Total Deposits and Additions: $1,033.00
Note: Confirm your checkbook register with your statement whether funds are included on your
minimum of 0.

1. Write in the Ending Balance shown on this statement: ____________________________
Step 1 Balance: $ ____________________________

2. List and total all deposits & withdrawals not shown on this statement:

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Step 2 Total: $ ____________________________

3. Only Step 3 Total in Step 3 Balance:

Step 3 Total: $ ____________________________

4. List and total all checks, ATM withdrawals, debit and credit card charges and other withdrawals
not shown on this statement:

<table>
<thead>
<tr>
<th>Check Number or Date</th>
<th>Amount</th>
<th>Check Number or Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Step 4 Total: $ ____________________________

5. Subtract Step 4 Total from Step 2 Total. This should match your Checkbook Balance: $ ____________________________

The information may not total due to rounding.

In case of errors or questions about your account, contact CHASE Customer Service. Mail or call the number on your statement, so we can help you resolve the error. We will investigate all errors within 10 business days of receipt.

Your account is covered by FDIC Protection. If the bank, its parent, or a subsidiary fails to keep your funds, the federal government guarantees that you'll have access to them. If you are an individual customer, the maximum insurance coverage is $250,000 per account. If you hold joint accounts, each person is insured up to $250,000. The coverage limit applies to each depositor, not to all the accounts of a particular depositor. If your bank fails, the FDIC may pay you up to the insured amount. For more information, visit www.fdic.gov.
### CHECKS PAID

<table>
<thead>
<tr>
<th>CHECK #</th>
<th>DESCRIPTION</th>
<th>DATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>12345</td>
<td>Utility Bill</td>
<td>01/15/2023</td>
<td>$120.00</td>
</tr>
<tr>
<td>67890</td>
<td>groceries</td>
<td>02/01/2023</td>
<td>$75.50</td>
</tr>
</tbody>
</table>

*An image of this check may be available for you to view on Chase.com. The text for this account is included in the transaction list above.*

### DAILY ENDING BALANCE

<table>
<thead>
<tr>
<th>DATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/15/2023</td>
<td>$120.00</td>
</tr>
<tr>
<td>02/01/2023</td>
<td>$75.50</td>
</tr>
<tr>
<td>02/02/2023</td>
<td>$152.90</td>
</tr>
</tbody>
</table>

*End of Month*
<table>
<thead>
<tr>
<th>Date</th>
<th>Account Number</th>
<th>Beginning Balance</th>
<th>Ending Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/02/2010</td>
<td></td>
<td>0</td>
<td>320.75</td>
</tr>
</tbody>
</table>

The fees for the account are included in the fee information for your account.
CHASE

July 20, 2019

Step 1 Balance: $___________

Step 2 Total: $___________

Step 3 Total: $___________

Step 4 Total: $___________

Step 5 Total: $___________

COE.SCHWEIKERT.005885
<table>
<thead>
<tr>
<th>CHECKING SUMMARY</th>
<th>Chase Bank</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Balance</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Deposits and Withdrawals</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Ending Balance</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DEPOSITS AND ADDITIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
</tr>
<tr>
<td>------</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

Total Deposits and Withdrawals: $22,460.00

The bank is not responsible for the accuracy of this information or account.

<table>
<thead>
<tr>
<th>DAILY ENDING BALANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
</tr>
<tr>
<td>------</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>
CHASE

Date: September 30, 20xx

1. Write in the checking account shown on this statement:

   [Account Number]

2. Add all checks & withdrawals not shown on this statement:

   [Amount]

3. Add all checks & withdrawals shown on this statement:

   [Amount]

4. Subtract step 2 total from step 1 total:

   [Amount]

5. Balance:

   [Amount]

6. End of Statement:

   [Signature]

---

In case of shore or questions, consult your federal or state banking or consumer protection agencies. If you have a complaint, please write or call in person or by phone.

[Bank Name]

Page 2 of 2

Coe, Schweikert 005887

CBA_1055

16-0234_1066
**CHECKING SUMMARY**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deposits and Additions</td>
<td>$1000.76</td>
</tr>
<tr>
<td>Ending Balance</td>
<td>$4503.76</td>
</tr>
</tbody>
</table>

**DEPOSITS AND ADDITIONS**

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Deposit</td>
<td>$500.00</td>
</tr>
</tbody>
</table>

**DAILY ENDING BALANCE**

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$4503.76</td>
</tr>
</tbody>
</table>
1. Write in the Owing/Debit shown on the statement: $______________

2. List and total all deposits & withdrawals not shown on this statement:

   Date | Amount | Date | Amount
   --- | --- | --- | ---

   $______________

3. Add Step 1 Total to Step 2 Balance: $______________

4. List and total all checks, ATM withdrawals, debit card purchases and other withdrawals not shown on this statement:

   Check Number | Date | Amount | Check Number | Date | Amount
   --- | --- | --- | --- | --- | ---

   $______________

5. Subtract Step 4 Total from Step 3 Total: This should match your Checkbook Balance $______________

   Mail: Ensure your checkbook registers is up to date with all transactions to stay whether they are included on your statement or not.

   Please ensure the following information is accurate:

   - Account Number:
   - Date of Statement:
   - Statement Balance:
   - Checks Outstanding:
   - Total Deposits:
   - Total Withdrawals:
   - Total Checks:
   - Total ATM Activity:
   - Total Debit Card Activity:
   - Total Other Withdrawals:

   If any discrepancies are found, please contact us immediately.

   Thank you for your cooperation.

   [Signature]

   Chase Bank, N.A. manufactured by

   Date: 25-Jun-18

   COE_SCHWEIKERT.005889
Important information about your Chase Business Checking Account Statement:

- Effective Date: September 14, 2011
- This statement includes details from your Chase ATM and Chase Card transactions.
- You can access your statements online at Chase.com.

Please note that any ATM or Check Card transactions that are processed after the effective date of this statement will be included.

For more information, please call 1-800-225-2758.

Checking Summary:

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013</td>
<td>Statement Fee</td>
<td>$0.95</td>
</tr>
<tr>
<td>2013</td>
<td>Statement Fee</td>
<td>$1.90</td>
</tr>
</tbody>
</table>

The fees listed are included in the total amounts shown for the month. For more information, please call 1-800-225-2758.
<table>
<thead>
<tr>
<th>CHECKING SUMMARY</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Balance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ending Balance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL LOAN BALANCE</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Important Information about Chase Business Checking and Savings Accounts:

- We are excited to invite our Chase checking and savings accounts by eliminating all fees.
- The following changes to the Additional Routing and Service Fees for Chase business checking and savings accounts will be effective December 14, 2019.
- All other terms of your Deposit Agreement remain the same, if you have any questions, please call us at 1-800-760-1133 or visit your branch.

- No fee for Direct Deposit (Deposit) or Wires
- No fee for Wire Transfer (Non-Refundable)
- No fee for Checkbook Deposit (Refundable)
- No fee for Direct Payment (Non-Refundable)

- No fee for ACH Debit (Refundable)
- No fee for Virtual Check (Refundable)

- For credit card payments, please call 1-800-432-9075.
- For international payments, please call 1-800-432-9073.

- For business checking, please call 1-800-760-1133.
- For business savings, please call 1-800-760-1133.

- For business checking, please call 1-800-760-1133.
- For business savings, please call 1-800-760-1133.

- For business checking, please call 1-800-760-1133.
- For business savings, please call 1-800-760-1133.

- For business checking, please call 1-800-760-1133.
- For business savings, please call 1-800-760-1133.

- For business checking, please call 1-800-760-1133.
- For business savings, please call 1-800-760-1133.

- For business checking, please call 1-800-760-1133.
- For business savings, please call 1-800-760-1133.

- For business checking, please call 1-800-760-1133.
- For business savings, please call 1-800-760-1133.

- For business checking, please call 1-800-760-1133.
- For business savings, please call 1-800-760-1133.
CHASE

December 31, 2001
Account Number: [Redacted]

Note: Please use your checkbook register to update balances and add any new transactions. This form is to be used when you are out of town and need to transfer funds.

1. Write in the ending balance shown on this statement:
   Step 1 Balance: $[Redacted]

2. List all checks, ATM withdrawals, credit card purchases, and other transactions not shown on this statement:
   Date | Description | Amount
   ---- | ----------- | ----
   [Redacted] | [Redacted] | [Redacted]
   [Redacted] | [Redacted] | [Redacted]

   Amount: $[Redacted]

3. Add all totals and subtract Step 1 balance:
   Step 3 Total: $[Redacted]

4. List all checks, ATM withdrawals, credit card purchases, and other transactions not shown on this statement:
   Date | Description | Amount
   ---- | ----------- | ----
   [Redacted] | [Redacted] | [Redacted]
   [Redacted] | [Redacted] | [Redacted]

   Amount: $[Redacted]

5. Subtract Step 4 Total from Step 3 Total:
   Step 5 Total: $[Redacted]

   This should match your checkbook balance: $[Redacted]
### Chase Bank Statement Request

**Step 1: Balance**

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/31/2014</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Step 2: Total**

**Step 3: Total**

**Step 4: Total**

**Step 5: Total from Step 4 Total**

---

**Note:** Please verify your checkbook balance is in accordance with the statement balance. The steps provided are for your reference to ensure the accuracy of your financial records. If you have any discrepancies, please contact your bank immediately.

---

**Chase Bank**

**For Questions:** Please contact your bank for any inquiries regarding this statement or your account. The bank's contact information is available on the back of this document.

---

**COE SCHWEIKERT 005895**

---

**Chase:**

**For Questions:** 1-800-225-5626

---

**Federal Bank:**

**For Questions:** 1-800-225-5626

---

**For Updated Information:** Visit chase.com or contact your bank for the most recent information.
### Chase Bank Statement

**February 28, 2002**

**Annual Number:**

---

**Note:** Ensure your checkbook register is up-to-date with all transactions to track whether they are included on your statement or not.

1. Write the opening balance shown on this statement:
   **Step 1 Balance:** $____________

2. List all deposits & withdrawals not shown on this statement:
<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

   **Step 2 Total:** $____________

3. Add Step 2 Total to Step 1 Balance:
   **Step 3 Total:** $____________

4. List and total all checks, ACH withdrawals, debit card purchases, and other charges:
<table>
<thead>
<tr>
<th>Check Number</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

   **Step 4 Total:** $____________

5. Subtract Step 4 Total from Step 3 Total. This should match your Checkbook Balance:
   **Step 5 Total:** $____________

---

**Address:**

250 West 34th Street, New York, NY 10118

**Telephone:** 1-800-977-3342

---

**COE.SCHWEIKERT.005897**

**CIA: 1905**

**16-2343_1905**
Important Information About Your Account Statement.

We understand the value of being able to easily read your statement and the benefit of having your account statement in a clear, organized format. The following sections provide an overview of the contents of your checking account statement.

**CHECKING SUMMARY**

- **Beginning Balance**: $3,625.75
- **Ending Balance**: $3,620.75

**DEPOSITS AND ADDITIONS**

- **Deposit Date**: 06/28
- **Deposit Amount**: $1,050.00

The total deposit is $1,050.00.

**DAILY ENDING BALANCE**

- **Balance**: $3,620.75

Coe Schweikert 005898
1560

CHASE

1560

VerDate Sep 11 2014 00:31 Aug 04, 2020 Jkt 040948 PO 00000 Frm 01568 Fmt 6659 Sfmt 6602 E:\HR\OC\HR465P1.XXX HR465P1

CBA_1007

15-223_1007

Page 1 of 2

This Page is Part of a Statement Request
Group 02 Date: 9-11-01

Note: Check your checkbook register up to date with all corrections to verify whether they are included on your statement or not.

1. Write in the ending balance shown on this statement.  Step 1 Balance: $________

2. List and total of deposits & additions not shown on this statement:

3. Add Step 2 total to Step 1 Balance.

4. List and total all checks, ATM withdrawals, debit card purchases and other withdrawals not shown on this statement:

5. Subtract Step 4 total from Step 3 total. This should match your Checkbook Balance: $________

COE.SCHWEIKERT.005899

<table>
<thead>
<tr>
<th>Check Number or Date</th>
<th>Amount</th>
<th>Check Number or Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CBA_1007

15-223_1007
### CHECKING SUMMARY

<table>
<thead>
<tr>
<th>Description</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Balance</td>
<td>$9,000.70</td>
</tr>
<tr>
<td>Ending Balance</td>
<td>$4,000.70</td>
</tr>
</tbody>
</table>

There has been an activity on your account during the statement period. You may not receive a statement through the mail if there is no activity on your account. You can always view your account activity and balances by logging on to your account through Chase.com. If you have questions, please call the number on the statement.

The fees in this account are explained in the fee information for account...
Note: Ensure your checkbook register is up to date and all transactions are reflected accurately on your statement.

1. Write the ending balance shown on the statement: __________

2. List all debits and credits not shown on this statement:
   Date | Description | Debit | Credit | Balance

3. Add all Step 2 Total to Step 1 Balance: __________

4. List all checks, ATM withdrawals, debit card purchases, and other withdrawals not shown on this statement:
   Check Number or Date | Amount | Check Number or Date | Amount
   __________ | __________ |

5. Subtract Step 4 Total from Step 3 Total. This should equal your checkbook balance: __________
We do not assess fees for purchases of $30 or less.

Changes in fees and service charges effective July 22, 2013:

We may change this fee schedule without notice. You have the right to close your account within 30 days of receipt of this change notice.

Chase Card Services

Chase Card Services provides services to customers of Chase Card Services. Chase Card Services is a division of JPMorgan Chase Bank, N.A., an equal opportunity lender.

Chase Card Services

Chase Card Services provides services to customers of Chase Card Services. Chase Card Services is a division of JPMorgan Chase Bank, N.A., an equal opportunity lender.
CHASE

Lower Fees for Counter Checks

Beginning July 22, 2013, we will charge $2 per check (subject to a maximum of $2 per check). This fee only applies to Federal Deposit Insurance Corporation (FDIC)-insured banks.

These changes will not be applied to the Additional Banking Services and Fees for Chase business checking and savings accounts. For more information, please visit our website or call our customer service number listed on the statement in your regular Chase bank statement.

CHECKING SUMMARY

May 01, 2012

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Balance</td>
<td>$5,000.75</td>
</tr>
<tr>
<td>Ending Balance</td>
<td>0</td>
</tr>
</tbody>
</table>

This statement is for your records during this period. If you lose this statement, you can request a new one through the mail at this location or online. You may also view your account online at chase.com. If you are not satisfied, please refer to the number listed on this statement.

The fees for this period are included in the balance information for accounts.
We are eliminating the following fees for Business Banking customers:

- We are waiving the $200 fee for
  - Early Stop Orders
  - Direct Deposit
  - Direct Creditor
  - Multiple Direct Statements

This is in addition to the standard Business Banking benefits by choosing Chase. All other terms of your account remain the same. If you have any questions, please call us at 1-800-229-5633 or visit your bank.

CHECKING SUMMARY

Chase BusinessPlus Elite

<table>
<thead>
<tr>
<th>Account</th>
<th>Type</th>
<th>Balance</th>
<th>Service Fee</th>
<th>Interest</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This account is subject to activity on your account during the statement period. You may not receive a statement through the mail if there is activity on your account. You can download your account activity and statements by logging on to your account online at chase.com or by calling us. The fees for this account are included in the fee information for account...
CHASE

Note: Ensure your checkbook register is up to date with all transactions to ensure that your statements are accurate.

1. Write in the beginning balance shown on this statement:
   Step 1: Balance: ________

2. List and total all deposits & additions not shown on this statement:
   Date     Amount     Check Number or Date     Amount
   ________  ________  ______________  ________

   Step 2: Total: ________

3. Add Step 2 Total to Step 1 Balance:
   Step 3: Total: ________

4. List and total all checks, ATM withdrawals, debit card purchases and other withdrawals:
   Date     Amount     Check Number or Date     Amount
   ________  ________  ______________  ________

   Step 4: Total: ________

5. Subtract Step 4 Total from Step 3 Total. This should equal your Checkbook Balance:
   Step 5: Total: ________

   In order to prevent unauthorized access, please return this statement to Chase Bank with the signed endorsement on the back or in a secure envelope. To verify that your statement is correct, please compare it to your check register. If you find any discrepancies, please contact our customer service department immediately. All checks should be paid in full within 10 days after their issuance. If not, interest will be charged at the daily simple interest rate of 0.05% per day. If you have any questions, please contact us at 1-800-223-7452.

   (Chase Bank, N.A., Washington, D.C.)

   Date: ________
## Checking Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Balance</td>
<td>$5,956.75</td>
</tr>
<tr>
<td>Deposits and Additions</td>
<td>1,000.00</td>
</tr>
<tr>
<td>Penalties and Other W随存</td>
<td>-1,000.00</td>
</tr>
<tr>
<td>Ending Balance</td>
<td>$4,956.75</td>
</tr>
</tbody>
</table>

## Deposits and Additions

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Direct Deposit</td>
<td>$1,000.00</td>
</tr>
<tr>
<td></td>
<td>Online Transfer Fee</td>
<td>$3,000.00</td>
</tr>
<tr>
<td></td>
<td>Transactions</td>
<td>$1,000.00</td>
</tr>
<tr>
<td></td>
<td>Total Deposits and Additions</td>
<td>$5,000.00</td>
</tr>
</tbody>
</table>

## Fees and Other Withdrawals

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Service Charges</td>
<td>$1,000.00</td>
</tr>
<tr>
<td></td>
<td>Total Fees &amp; Other Withdrawal</td>
<td>$1,000.00</td>
</tr>
</tbody>
</table>

The fees for this account are included in the fee information by account...

## Daily Ending Balance

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/25</td>
<td>$0.00</td>
</tr>
<tr>
<td>07/30</td>
<td>$0.00</td>
</tr>
</tbody>
</table>
### ACCOUNT RECONCILIATION

Fill in the following information to reconcile your Chase account:

1. **Step 1 Balance**: $__________

2. **Step 2 Total**: $__________

3. **Step 3 Total**: $__________

4. **Step 4 Total**: $__________

5. **Ending Balance**: $__________

#### Steps:

- **Step 1 Balance**: Write the balance from your Chase statement.
- **Step 2 Total**: Add all deposits and payments shown on your statement.
- **Step 3 Total**: Subtract all charges, payments, and fees shown on your statement.
- **Step 4 Total**: Subtract any balance adjustments.
- **Ending Balance**: This should match your Chase statement balance.

---

**Account Information**

- **Account Number**: COE.SCHWEIKERT.0059009
- **Routing Number**: 040948000
- **Branch**: 0104
- **Address**: 1570

---

**Contact Information**

- **Chase Bank**: 1-800-222-4545
- **Customer Service**: 1-800-442-9188
- **Chase Online**: account.chase.com

---

**Security Notice**: For your security, do not include your account number, social security number, or other confidential information in the comments below.
CHASE

**CHARGE CARD STATEMENT**

Note: Please review your charge card register to ensure all transactions are correct before making payments.

1. Write the Credit Balance shown on this statement: $______
2. List all charges, deposits, and payments not shown on this statement:
   
   **Date** | **Amount** |
   -------- | ---------- |
   _______  | ________  |
   _______  | ________  |
   _______  | ________  |
   _______  | ________  |

   **Step 2 Total: $______**

3. Add Step 1 Total to Step 2 Balance:
   
   **Step 3 Total: $______**

4. List and total all charges, deposits, and payments not shown on this statement:
   
   **Charge Number as Desc.** | **Amount** | **Check Number as Desc.** | **Amount**
   ----------------------------|------------|---------------------------|------------
   _______  | ________  | _______  | ________  |
   _______  | ________  | _______  | ________  |
   _______  | ________  | _______  | ________  |
   _______  | ________  | _______  | ________  |

   **Step 4 Total: $______**

5. Subtract Step 4 from Step 3 Total. This should match your Checkbook Balance: $______

---

**Bank of America**

1600 Cedar St

Las Vegas, NV 89183

1-800-224-7300

See back of this statement for important information about your account. If you receive this statement electronically, you can view it on our website at bankofamerica.com

**Signature:**

**Date:**

---

**COE SCHWIKERT 005911**

**CBA 1879**

16-033A_1109
No overdraft fees for purchases of $5 or less

Good news; no more changes to fee you would pay. For purchases of $5 or less that overdraw your account, we no longer charge an insufficient Funds Fee, Returned Item Fee, or Check Fraud Protection Transfer Fee. This is in addition to our current policy of not charging items fees if your account is overdrawn by $5 or less at the end of the business day.

As of July 22, 2019, these changes are reflected in the "Additional Banking Services and Fees" document as follows:

In the Additional Banking Services and Fees,
in the section titled "Inquiries, Funded Items, and Stop Payments" the following will be deleted and will no longer apply:

- **Insufficient Funds and Returned Item Fees**

  These fees will not apply on transactions or items if your ending account balance is overdrawn by $5 or less. Additionally, if your ending account balance is overdrawn we will not charge an Insufficient Funds or Returned Item Fee to your account.

  - Check Fraud Protection Transfer Fee

  We will no longer charge a Check Fraud Protection Transfer Fee if your ending account balance is overdrawn by $5 or less.

Please note that there are no changes to the amount of these fees. All other terms of your account agreement remain the same. If you have any questions, please call us at the telephone number listed on this statement or visit your nearest Chase branch.

Change in fees for non-Chase ATM transactions

Good news. As of July 22, 2019, we reduced the number of non-Chase ATM fees charged when you perform balance inquiries at an account holder or a non-Chase ATM. Fees are now charged only at the Chase ATM. If a balance inquiry at a non-Chase ATM is made, a fee will be charged. If the balance inquiry at a non-Chase ATM is performed during the same transaction, a fee will not be charged. These changes to the non-Chase ATM fee are in addition to the changes to the non-Chase ATM fee, as described above.

These changes are reflected in your agreement. All other terms of your account agreement remain the same. If you have any questions, please call us at the telephone number listed on this statement or visit your nearest Chase branch.
CHASE

Lower Fees for Counter Checks

As of July 31, 2020, we charge $2 per cash deposit, instead of $5 per check. Also, we may waive the Quarterly Charges for which type of account:

These changes are reflected in the Addendum Banking Services and Fees for Chase business checking and savings accounts. All other terms in your account agreement remain the same. If you have any questions, please call us at the telephone number listed on your statement or visit your nearest Chase branch.

CHECKING SUMMARY

<table>
<thead>
<tr>
<th>Chase BusinessPlus Extra</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Number</td>
<td>$455.10</td>
<td></td>
</tr>
<tr>
<td>Balance</td>
<td>$6,629.70</td>
<td></td>
</tr>
</tbody>
</table>

There is a fee of $5 for deposits in excess of the balance shown. You may also exam a statement through the mail to a branch or online at your website. You can order your account balance and statement by logging on to your account through chase.com. If you have questions, please ask us at the number on this statement.

The fees for this account and the fees information for account: ____________________________

COE. SCHWEIKERT.005913

C3661_1881

18.225A.1111
This is a page from a Chase checking account statement for Joyce A. Cooney. The statement includes a checking summary with the following details:

**Checking Summary**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Balance</td>
<td>$4,803.79</td>
</tr>
<tr>
<td>Interest</td>
<td></td>
</tr>
<tr>
<td>Amount</td>
<td></td>
</tr>
<tr>
<td>Ending Balance</td>
<td></td>
</tr>
</tbody>
</table>

There is no activity on the account during the statement period. There is a note at the bottom of the page that advises the customer to contact Chase for any account issues or to verify the account information for security reasons.
Note: Ensure your checkbook register is up to date with all transactions to date whether they are included on your statement or not.

1. Write in the Ending Balance shown on this statement: $_____

2. Add Step 1 Balance: $_____

3. Add Step 2 Total: $_____

4. List and total all checks, ATM withdrawals, debit card purchase and other withdrawals not shown on this statement:

<table>
<thead>
<tr>
<th>Check Number</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Subtract Step 4 Total from Step 3 Total. This should match your Checkbook Balance: $_____

6. Calculate Step 4 Total from Step 3 Total. This should match your Checkbook Balance: $_____

If more than one of the above transactions is received, you should include all transactions in the amount box. If you receive a statement for the same account number and name, include all transactions in the amount box. The amount box should contain all transactions, not just those shown on the statement.

Note: Ensure your checkbook register is up to date with all transactions to date whether they are included on your statement or not.

We will not be responsible for any losses or damages caused by any unauthorized use of your account. If you believe your account has been lost or stolen, you should contact us immediately. You should also contact the police and report the loss or theft as soon as possible.

Chase Bank, S.A., Member FDIC

COE.SCHWEIKERT.005919
**Checking Summary**

<table>
<thead>
<tr>
<th>Account</th>
<th>Previous Balance</th>
<th>New Deposit</th>
<th>New Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Internal Checking</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

There has been no activity on your account during the statement period.
### CHECKING SUMMARY

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning</td>
<td>$6,895.75</td>
</tr>
<tr>
<td>Deposits</td>
<td></td>
</tr>
<tr>
<td>Withdrawals</td>
<td></td>
</tr>
<tr>
<td>Ending</td>
<td>$6,895.65</td>
</tr>
</tbody>
</table>

### DEPOSITS AND ADJUSTMENTS

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>08/04/20</td>
<td>Online Transfer</td>
<td>$3,351.03</td>
</tr>
<tr>
<td>08/05/20</td>
<td>Online Transfer</td>
<td>$7,541.00</td>
</tr>
</tbody>
</table>

Total Deposits and Adjustments: **$11,902.04**

### DAILY ENDING BALANCE

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/28</td>
<td>$12,091.30</td>
</tr>
<tr>
<td>07/29</td>
<td>$12,091.54</td>
</tr>
</tbody>
</table>

**Note:** The above information is from the client's bank statement.
Note: Review your checkbook register to determine whether these transactions are recorded on your statement or not.

1. List and total all deposits and withdrawals not shown on this statement:
   - Date
   - Amount
   - Description
   - Step 4 Total: $__________

2. Add Step 2 Total to Step 1 Balance:
   - Step 5 Total: $__________

3. List and total all checks, ATM withdrawals, debit card purchases, and other withdrawals:
   - Check Number or Date
   - Amount
   - Step 3 Total: $__________

4. Subtract Step 4 Total from Step 5 Total. This should equal your checkbook balance:
   - Step 4 Total: $__________
CHASE

February 28, 2013 through February 28, 2014

Amount Written

Note: Please your checkbook register up to date with all transactions to date whether they are included on your statement or not.

1. Enter the ending balance shown on this statement: $__________

2. Use and total all deposits $__________ and withdrawals $__________ not shown on this statement:

   Date   Amount
   __________ __________
   __________ __________
   __________ __________
   __________ __________
   __________ __________

   Step 1 Total: $__________

3. Add step 1 Total to step 1 Balance:

   Step 2 Total: $__________

4. List and total all checks, ATM withdrawals, debit card purchases and other withdrawals $__________ not shown on this statement:

   Check Number or Date   Amount
   __________ __________
   __________ __________
   __________ __________
   __________ __________
   __________ __________
   __________ __________

   Step 4 Total: $__________

5. Subtract step 4 Total from step 2 Total. This should match your Checkbook Balance: $__________

NOTE OF IMPORTANCE REGARDING YOUR ELECTRONIC FUND TRANSFERS: If you make an electronic fund transfer to or from your Bank, you authorize the Bank to transfer funds from or to your checking or savings account to an account at another financial institution or vice versa, without further notice or authority from you. You should make sure to update your checkbook register to reflect all transfers as a way of confirming that your account has not been overdrawn.

NOTE OF IMPORTANT RECORD KEEPING: You should keep your checkbook register up to date and reconcile your statement monthly. If you have questions about any of the transactions or balances shown on your statement, please contact your Bank. Your Bank may be able to provide additional information about the charges or balances shown on your statement.

COE SCHWEIKERT 005925

CDA_1093

16.023A_1123
1587
### VerDate Sep 11 2014 00:31 Aug 04, 2020 Jkt 040948 PO 00000 Frm 01600 Fmt 6659 Sfmt 6602 E:\HR\OC\HR465P1.XXX HR465P1 Insert offset folio 1598 here HR4651.584

**Chase**

**Note:** Ensure your checkbook register is up to date with all transactions to date whether they are included on your recent statement.

1. Write in the Ending Balance shown on this statement:  
   **Step 1 Balance:** $__________

2. List and total all deposits & withdrawals not shown on this statement:
<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
   **Step 2 Total:** $__________

3. Add Step 1 Total to Step 2 Balance.  
   **Step 3 Total:** $__________

4. List and total all checks, ATM withdrawals, debit card purchases and other withdrawals not shown on this statement:
<table>
<thead>
<tr>
<th>Check Number or Date</th>
<th>Amount</th>
<th>Check Number or Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
   **Step 4 Total:** $__________

5. Subtract Step 4 Total from Step 3 Total. This should match your Checkbook Balance:  
   **$__________**

---

**Note:** If you believe the amount you have paid for a transaction is incorrect, please contact us immediately. If you are not familiar with the terms of your agreement, we recommend you read the agreement carefully. If you have questions or concerns, please contact us at your earliest convenience.

**Note:** This report is provided for your information only and is not intended to be relied upon for any purpose. Please refer to your agreement for all terms and conditions.

---

**Page 1 of 2**

**COE.SCHWEIKERT.005931**

**CSA_1599**

**19-2234_1129**
CHASE

Note: Ensure your checkbook register is up to date with all transactions to date when you are indicated on your statement or all.

1. Write the Ending Balance shown on the statement
   Step 1 Balance: $___________________

2. List and total all deposits & withdrawals shown on this statement:

   Date | Amount | Date | Amount | Date | Amount
   ---- | ------ | ---- | ------ | ---- | ------
   
   Step 2 Total: $___________________

3. Add Step 2 Total to Step 1 Balance:
   Step 3 Total: $___________________

4. List and total all checks, ATM withdrawals, debit card purchases and other withdrawals not shown on this statement:

   Check Number or Date | Amount | Check Number or Date | Amount
   --------------------- | ------ | --------------------- | ------
   
   Step 4 Total: $___________________

5. Subtract Step 4 Total from Step 3 Total. This should match your Checkbook Balance:
   $___________________
### Checking Account Summary

**Customer:** DAVID SCHWEIKERT FOR CONGRESS

<table>
<thead>
<tr>
<th>Name</th>
<th>Relationship</th>
<th>SIN/SLN</th>
<th>Date of Birth</th>
</tr>
</thead>
<tbody>
<tr>
<td>DAVID SCHWEIKERT</td>
<td>Owner</td>
<td></td>
<td></td>
</tr>
<tr>
<td>JOYCE R. SCHWEIKERT</td>
<td>Signer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DAVID SCHWEIKERT</td>
<td>Signer</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Comments**

<table>
<thead>
<tr>
<th>Valid From</th>
<th>Valid To</th>
<th>Type</th>
<th>Comment Text</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/29/2010</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Financial Information**

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Balance</td>
<td>$0.00</td>
</tr>
<tr>
<td>Previous Balance</td>
<td>$0.00</td>
</tr>
<tr>
<td>Available Balance</td>
<td>$0.00</td>
</tr>
<tr>
<td>Collect Balance</td>
<td>$0.00</td>
</tr>
<tr>
<td>Average Balance YTD</td>
<td>$0.00</td>
</tr>
<tr>
<td>Average Combined Balance for Interest Rate</td>
<td>$0.00</td>
</tr>
<tr>
<td>Interest Rate Difference</td>
<td>0.00000%</td>
</tr>
<tr>
<td>Last Activity Date</td>
<td>06/29/2013</td>
</tr>
<tr>
<td>Last Deposit Date</td>
<td>01/29/2013</td>
</tr>
<tr>
<td>Aggregated Funds</td>
<td></td>
</tr>
</tbody>
</table>

**Account Details**

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Status</td>
<td>Restricted by Other</td>
</tr>
<tr>
<td>Total Amount of Hold</td>
<td>$0.00</td>
</tr>
<tr>
<td>Number of Holders</td>
<td>0</td>
</tr>
<tr>
<td>Previous Day Total Credit (S)</td>
<td>$0.00</td>
</tr>
<tr>
<td>Previous Day Total Debit (S)</td>
<td>$0.00</td>
</tr>
<tr>
<td>Interest Paid YTD</td>
<td>$0.00</td>
</tr>
<tr>
<td>Interest Rate Difference</td>
<td>0.00000%</td>
</tr>
<tr>
<td>Last Deposit Amount</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>Last Non-Business Transaction Date</td>
<td>02/07/2013</td>
</tr>
</tbody>
</table>

**Notes**

- Restricted by Other
- Total Amount of Hold: $0.00
- Number of Holders: 0
- Previous Day Total Credit (S): $0.00
- Previous Day Total Debit (S): $0.00
- Interest Paid YTD: $0.00
- Interest Rate Difference: 0.00000%
- Last Deposit Amount: $10,000.00
- Last Non-Business Transaction Date: 02/07/2013
<table>
<thead>
<tr>
<th>Last Deposit Date</th>
<th>01/22/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aggregated Funds</td>
<td>N</td>
</tr>
<tr>
<td>Interest Aggregation</td>
<td>N</td>
</tr>
<tr>
<td>Market Name</td>
<td>All - Final</td>
</tr>
<tr>
<td>Billing Indicator</td>
<td>DOB (Month-end plus)</td>
</tr>
<tr>
<td>Stackbook / Holiday</td>
<td>Interest</td>
</tr>
<tr>
<td>IRA Info</td>
<td>Not a IRA</td>
</tr>
<tr>
<td>Pending Class</td>
<td>Data Net Available</td>
</tr>
<tr>
<td>Pricing Region</td>
<td>S - Shares</td>
</tr>
<tr>
<td>Current Class</td>
<td>Final</td>
</tr>
<tr>
<td>Lead Monetary Transaction Date</td>
<td>02/07/2013</td>
</tr>
<tr>
<td>Last Non-Monetary Transaction Date</td>
<td>04/11/2013</td>
</tr>
<tr>
<td>Controlled Disbursement Flag</td>
<td>N</td>
</tr>
<tr>
<td>GLN Indicator</td>
<td>N - Not on GLN/Product not eligible for GLN</td>
</tr>
<tr>
<td>ARF Indicator</td>
<td>E - No ARF</td>
</tr>
</tbody>
</table>

### Account Protection

<table>
<thead>
<tr>
<th>Debit Card Coverage</th>
<th>ODP Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>ODP Account #</td>
<td></td>
</tr>
<tr>
<td>ODP Available Balance</td>
<td>85.00</td>
</tr>
<tr>
<td>ODP Free Code</td>
<td></td>
</tr>
<tr>
<td>Total # Occurrences</td>
<td></td>
</tr>
<tr>
<td>Total # NSF Occurrences</td>
<td></td>
</tr>
<tr>
<td>NSF Fund</td>
<td></td>
</tr>
</tbody>
</table>

### Account Relationship Information

<table>
<thead>
<tr>
<th>Display Information</th>
<th>Account Relationship Details</th>
</tr>
</thead>
</table>

### Expected Use Of Account Information

<table>
<thead>
<tr>
<th>Display Information</th>
<th>Expected Use Of Account Details</th>
</tr>
</thead>
</table>

### Miscellaneous Fee Information

<table>
<thead>
<tr>
<th>Display Information</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

### Promotion Information

<table>
<thead>
<tr>
<th>Display Information</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Promotion Information</td>
<td>Display Information</td>
<td>Yes</td>
</tr>
<tr>
<td>---------------------------------------------</td>
<td>--------------------</td>
<td>-----</td>
</tr>
<tr>
<td>Interest Promo Code and Plan History Information</td>
<td>Display Information</td>
<td>Yes</td>
</tr>
<tr>
<td>Sweep Information</td>
<td>Display Information</td>
<td>Yes</td>
</tr>
<tr>
<td>Statement Information</td>
<td>Display Information</td>
<td></td>
</tr>
<tr>
<td>Statement Information Details</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Miscellaneous</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Open Date</td>
<td>06/07/2007</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Steps</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exclusin Credit</td>
<td>N</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tax Withholding Code</td>
<td>31 - TN ON FILE - CERTIFIED</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Job Account Type</td>
<td>Business - General</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Treasury Management Officer</td>
<td>Data Not Available</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maximum Check Cashing Amount</td>
<td>$5,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Earnings Credit Type</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Regulatory Account Type</td>
<td>00S - NO REGULATORY ACCOUNT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electronic Signature</td>
<td>N</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Change Date | 04/16/2013 |     |    |
| Stop Payment Notices | N |     |    |
| Enclose Credit | Pending |     |    |
| Signatur Review Amount | 0 |     |    |
| Last ACH Credit Date | 12/24/2011 |     |    |
| Check Cashing | Allowed |     |    |
| Alerts Service Subscriber | Y |     |    |
| Earnings Credit Balance | $0.00 |     |    |
| Attorney Trust Account | No |     |    |
| Restrictions | N |     |    |
| Custom Calendar (Y/N) | N |     |    |
| Data Not Available | N |     |    |
| Business Unique Location ID Required | N |     |    |
| Member Rate | N |     |    |
| Last Product Change Date | 01/26/2011 |     |    |
| Bankruptcy Management Services | N |     |    |
| Systematic Product Change Hence | N |     |    |
| Data Not Available | N |     |    |
| Positive Pay | N |     |    |
| Cash Limit Exemption | N/A |     |    |
EXHIBIT 22
<table>
<thead>
<tr>
<th>Date</th>
<th>Transfer from:</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/5/10</td>
<td>Personal Checking</td>
<td>$25,000.00(^{1})</td>
</tr>
<tr>
<td>7/27/10</td>
<td>Sheridan Holdings</td>
<td>$14,000.00(^{2})</td>
</tr>
<tr>
<td>8/19/10</td>
<td>Sheridan Equities</td>
<td>$3,000.00(^{3})</td>
</tr>
<tr>
<td>8/19/10</td>
<td>Sheridan Holdings</td>
<td>$2,000.00(^{4})</td>
</tr>
<tr>
<td>9/14/10</td>
<td>Sheridan Holdings</td>
<td>$60,000.00(^{5})</td>
</tr>
<tr>
<td>9/29/10</td>
<td>Sheridan Holdings</td>
<td>$10,000.00(^{6})</td>
</tr>
<tr>
<td>10/13/10</td>
<td>Sheridan Holdings</td>
<td>$8,000.00(^{7})</td>
</tr>
<tr>
<td>2/4/11</td>
<td>Sheridan Equities</td>
<td>$200.00(^{1})</td>
</tr>
<tr>
<td>5/6/11</td>
<td>Sheridan Holdings</td>
<td>$2,000.00(^{10})</td>
</tr>
<tr>
<td>6/3/11</td>
<td>Sheridan Holdings</td>
<td>$500.00(^{11})</td>
</tr>
<tr>
<td>1/23/13</td>
<td>Personal Checking</td>
<td>$7,455.63(^{12})</td>
</tr>
<tr>
<td>1/25/13</td>
<td>Joyce’s B of A</td>
<td>$10,000.00(^{13})</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL UNREPORTED RECEIPTS:</strong></td>
<td><strong>$142,155.63</strong></td>
</tr>
</tbody>
</table>

\(^1\) The figures below exclude the transfers from Schweikert for Congress to David Schweikert for Congress that occurred in March and July 2012.
\(^2\) David Schweikert for Congress Chase Bank Statements (Exhibit 21 at 18-2234_0976).
\(^3\) David Schweikert for Congress Chase Bank Statements (Exhibit 21 at 18-2234_1014).
\(^4\) David Schweikert for Congress Chase Bank Statements (Exhibit 21 at 18-2234_1015).
\(^5\) David Schweikert for Congress Chase Bank Statements (Exhibit 21 at 18-2234_1020).
\(^6\) David Schweikert for Congress Chase Bank Statements (Exhibit 21 at 18-2234_1021).
\(^7\) David Schweikert for Congress Chase Bank Statements (Exhibit 21 at 18-2234_1022).
\(^8\) David Schweikert for Congress Chase Bank Statements (Exhibit 21 at 18-2234_1026).
\(^9\) David Schweikert for Congress Chase Bank Statements (Exhibit 21 at 18-2234_1027).
\(^10\) David Schweikert for Congress Chase Bank Statements (Exhibit 21 at 18-2234_1031).
\(^11\) Note that this is only a total of unidentified receipts that the OCE identified in David Schweikert for Congress Chase Bank records from 2010-2013. The OCE did not have access to other accounts maintained by the campaign or Chase Bank statements maintained before 2010.
Valerie Girambek
Retired at Retirement and enjoy time to pursue personal Interests.
Phoenix, Arizona Area

In the last few years I have expanded my knowledge of property management in every aspect from legal issues to construction lists as well as obtaining my own real estate license. Specialization: Scheduling, negotiating, budgeting and planning.

Experience

Retired
Retired and enjoying time to pursue personal interests
Apr. 2015 – Present → 2 yrs 1 mo

Property Management
Associated Asset Management (AAM)
Jan. 2011 – Nov. 2017 → 7 yrs 4 mos
Phoenix, AZ
Contractor/Accounting
Sheridan Equities/Holdings
Circulation/Distribution Manager
Gannett Pacific Publications
Circulation Director/Manager – PH
Rotary Magazine
May 2004 – Mar. 2005 → 1 yr 10 mos
Circulation Director
Web/Pub. Publications
May 1999 – Aug. 2004 → 5 yrs 4 mos

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