

Keisha Carter
Principal Consultant,
Public Service Partners
309 Smokerise Circle SE,
Marietta, GA 30067

RE: MUR #7678

February 24, 2020

Federal Elections Commission
Office of Complaints Examination & Legal Administration
Attn: Christal Dennis, Paralegal
1050 First Street, NE
Washington, DC 20463
Sent via electronic mail to cela@fec.gov

To All It May Concern,

In response to Mr. John Eaves compliant filed with the Federal Election Commission on January 10, 2020 and received on February 9, 2020.

My name is Keisha Carter and I am the Principal Consultant for Public Service Partners Limited. Co. I was hired by the John Eaves for Congress campaign on March 9, 2019. I was hired by Mr. Eaves on March 9, 2019 not March 30th as alleged in his complaint. I have included the signed contract with Mr. Eaves and his complaint as evidence of this hire and the time period.

1. Mr. Eaves met with my Banker at Wells Fargo to open his campaign account. This was designated as the official campaign account and cards were to be issued to Mr. Eaves and myself via mail.
 - a. Mr. Eaves returned to the bank at another time unbeknownst to me where account signatures, Debit card pins, online and mailing information was changed.
 - b. I asked Mr. Eaves to update the information with me to which he refused or forgot but never made the changes for me to have access to keep proper accounting as the treasurer of record with the campaign
2. Because of Mr. Eaves claimed that he forgot all logins, debit pins and online account information, I then informed Mr. Eaves that I would need to open an account to where I would have live access to sign checks, make transfers and deposits for the campaign.
 - a. Mr. Eaves never voiced concern over making this change at anytime between March 2019 and November 2019

- b. Mr. Eaves received multiple re-imbursements, checks written to consultants and his friends of the campaign for services and signed by me without question or issue.
3. At no time were funds co-mingled with any other Federal, State or Local campaign. All accounts were authorized for only the John Eaves for Congress Campaign.
4. Mr. Eaves authorized me as treasurer to write and distribute funds to all vendors including my firm which is all reflected on FEC reporting as required.
5. All FEC filings were prepared with Mr. Eaves knowledge and consent. After all filings an email is sent to Mr. Eaves with confirmation of the filing by the FEC and emails with the draft were sent prior to filing for his approval. The final drafts of the filings were either emailed and/or printed for Mr. Eaves for additional review. Mr. Eaves never asked for an amendment, pointed out erroneous contributions or expenditures in the March 30, June 30 or September 30 filing completed by my firm.
6. This statement lacks clarity and cannot be addressed.
7. On November 19, 2019, Mr. Eaves instructed that he wanted to authorize another treasurer. I asked that the treasurer at minimum go through the FEC provided webinar training as Mr. Eaves himself did not fully understand the differences between State Campaign Finance Law and Federal Campaign Finance Law. Following that, we would add the treasurer to all accounts for full accounting purposes. Mr. Eaves refused to follow this recommendation and instead sent me an email concluding our relationship.

Mr. Eaves has filed this complaint in a retaliatory manner. My firm has furnished Mr. Eaves with our final outstanding invoice which is greater than the funds remaining in his account. Mr. Eaves has refused to pay and in turn has filed a complaint with the FEC to damage my reputation and standing in the field of Federal campaign work.

We offered any and all concessions to Mr. Eaves while he was a client and immediately afterwards for both parties to move forward. Mr. Eaves has refused and instead has created false allegations to do irreputable harm. We have not received any correspondence from Mr. Eaves, the attorney or the firm representing Mr. Eaves in this matter. When I received correspondence from the FEC this was my first time seeing any correspondence from Mr. Eaves since our last email to him with our outstanding balance.

We ask that this complaint be dismissed without prejudice and be settled through mediation as instructed in the contract we both signed as this is a civil matter with a client that has refused to pay and now wants to use the Federal Elections Commission to not fulfill the contract.

I am available via email at keisha@keishacarter.com or via phone at 770 820 4084 at your convenience for more information or clarity of response.

Thank you for your time and attention to this matter.

Keisha Carter

Principal Consultant

Public Service Partners



keisha@keishacarter.com

03-08-2019

Public Service Partners

WIN³

RAZOR SOLUTIONS GROUP SLINGSHOT HUMMINGBIRD TREADSTONE CAMPAIGN U

505 Pryor Street, SW
Atlanta, GA 30312
404 719 4832-Office
888-396-5328-Fax

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This Agreement is entered into as of the Da10 day of 03 2019, between Public Service Partners, Limited Co. ("the Consultant") and John Eaves for Congress ("the Client").

- **Independent Consultant:** Subject to the terms and conditions of this Agreement, the Client hereby engages the Consultant as an independent consultant to perform the services set forth herein, and the Consultant hereby accepts such engagement.
- **Duties, Term, and Compensation:** The Consultant's duties, term of engagement, compensation, and provisions for payment thereof shall be as set forth in the estimate previously provided to the Client by the Consultant and which is attached as Exhibit A & B, which may be amended in writing from time to time or supplemented with subsequent estimates for services to be rendered by the Consultant and agreed to by the Client and which collectively are hereby incorporated by reference.
- **Expenses:** During the term of this Agreement, the Consultant shall bill and the Client shall reimburse him/her for all reasonable and approved out-of-pocket expenses that are incurred in connection with the performance of the duties hereunder. Notwithstanding the foregoing, expenses for the time spent by the Consultant in traveling to and from Company facilities shall not be reimbursable.
- **Written Reports:** The Client may request that project plans, progress reports, and a final results report be provided by the Consultant on a periodic basis.
- **Confidentiality:** The Consultant acknowledges that during the engagement he/she will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records, and specifications owned or licensed by the Client and/or used by the Client in connection with the operation of its organization including, without limitation, the Client's organization and product processes, methods, contact lists, accounts, and procedures. The Consultant agrees to not disclose the information that is learned or obtained during the contracted relationship. The Consultant further agrees that he/she will not disclose his/her retention as an independent consultant or the terms of this Agreement to any person without the prior written consent of the Client and shall at all times preserve the confidential nature of his/her relationship to the Client and of the services hereunder.
- **Conflicts of Interest:** During the term of this agreement, the Consultant shall devote as much of his/her productive time, energy, and abilities to the performance of his/her duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Consultant is expressly free to perform services for other parties while performing services for the Client.
- **Termination:** Either party may terminate this Agreement at any time by 45 working days' written notice to the other party. The Client must fulfill the minimum terms of the Compensation agreement in full within 15 days of termination and all materials must be returned to the Client within 15 days of termination.
- **Independent Consultant:** This Agreement shall not render the Consultant an employee, partner, agent of, or joint venture with the Client for any purpose. The Consultant is and will remain an independent consultant in his/her relationship to the Client. The Client shall not be responsible for withholding taxes with respect to the Consultant's compensation hereunder. The Consultant shall have no claim against the Client hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
- **Successors and Assigns:** All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
- **Choice of Law:** The laws of the state of Georgia shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties hereto.
- **Arbitration:** Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in Georgia first addressed through mediation, where both parties shall equally share cost and if agreement cannot be reached through mediation, then in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.
- **Headings:** Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
- **Waiver:** Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
- **Notices:** Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served or if deposited in the United States mail. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand, or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand, or other communication is to be given as follows:

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- **Indemnity:** Consultant shall defend and indemnify Client and its directors, officers, and employees, and stockholders, (collectively, "Indemnified Parties") from and against all third party claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorneys' fees and costs) ("Claims") which arise out of or relate to (1) death or bodily injury or (2) loss of or damage to real property resulting from any negligent act or willful misconduct of Consultant except to the extent that such Losses result from, in whole or in part, (a) the negligence, unlawful or wrongful acts of the Indemnified Parties or any other person acting in concert with them. In no event shall Consultant be liable for any consequential damages or lost profits under this Indemnification Clause, regardless of the legal theory under which such damages are sought, and even if it has been advised of the possibility of such damages. An Indemnified Party shall promptly notify Consultant of any actual or prospective Claim for which indemnification is sought. In the event that any third-party Claim is made, Consultant shall have the right and option to undertake and control such defense of such action with counsel of its choice and to settle any such Claims.

If to the Consultant: **Keisha Carter**
Public Service Partners, Limited Co.
505 Pryor Street, SW
Atlanta, GA 30312

If to the Client: **John Eaves for Congress**
2406 Tree Corners Parkway, Norcross,
GA. 30092

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

1. **Modification or Amendment:** No amendment, change, or modification of this Agreement shall be valid unless in writing signed by the parties hereto. It is understood that this Agreement was extracted from a previous Agreement and no changes have been made from the previous Agreement by either party unless stated in a written addendum.
2. **Entire Understanding:** This document and any exhibit attached constitute the entire understanding and agreement of the parties, and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
3. **Unenforceability of Provisions:** If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile and electronic signatures shall be as effective as if originals.

John Eaves, Candidate

Keisha Carter, Principal Consultant
Public Service Partners, Limited.Co.

By: John H. Eaves Mar 10, 2019
John H. Eaves (Mar 10, 2019) Date
Candidate

By: Keisha Carter 3-8-2019 Date
Principal Consultant

Printed Name
John Eaves, Candidate

Printed Name
Keisha Carter, Principal
Public Service Partners, Limited.Co

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Exhibit A



John Eaves for Congress, 7th Congressional District

WHO WE ARE

Slingshot Strategies LLC (Slingshot), comes with more than 20 years of political experience, assisting over 125 campaigns, providing expert service at every political level from local to Federal office. Slingshot will assist with the development of staff to fully reach the goals of a campaign. Below is an outline of the duties and responsibilities that Slingshot will conduct upon signing of a contract between the Candidate, Candidates committee's or organization and Slingshot Strategies LLC.

METHODOLOGY

When Slingshot joins a campaign, we become a part of the team. We believe our responsibility is to work with the team to develop a plan and strategy that is solid and flexible. We believe in daily communication verbally as well as via email and other means of technology. All our staff understands that our work is 24/7—365, there are no days off in electoral politics and will be available at any time.

SLINGSHOT SOLUTIONS FOR YOUR CAMPAIGN

Based on our conversation about your campaign Slingshot is suggesting CATAPULT and the Full Fundraising Suite for your campaign. If the plan is to enter this campaign before the March 31st deadline, which is recommended, you need to start immediately.

CATAPULT will enable our staff to lay the foundation of the campaign while raising money to pay for meet the immediate March 31st Fundraising deadline. Filing federal paperwork, opening accounts, digital audits, vendor interviews and a day to day calendar of events are just a few of the items that must be checked off as soon as the campaign begins.

Below is a breakdown of CATAPULT and the Full Fundraising Suite for you to review.

CATAPULT

Every campaign needs a strong launch to have success when running for office. Slingshot created CATAPULT to help candidates get off the ground and come on strong. With CATAPULT you will have a team that will work with you to accomplish the following:

- I. Evaluating the Field: Producing Bio's on all candidates and prospective candidates as well as general background information
- II. Messaging: Knowing your story and profile for the race while identifying the challenges that are unique to your story as well. Identifying methods to get the message out through digital ads are effective and inexpensive.

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Exhibit A cont'd

- III.** Research: Identify and hire an opposition research firm to prepare a research book on the candidate
- IV.** Video Content:
 - a. Bio Video, this is your first introduction to voters.
 - b. Announcement Video: Right after the official announcement, a video that incorporates news coverage and highlighted events of the campaign
 - c. Video Engagement: new video content to keep voters engaged in the early stage
- V.** Media Launch/Earned Media: Garnering press attention to your race and setting a strategy to continue earning media throughout the district.
- VI.** Website and Social Media: A well-developed 1 page website is critical to your launch as well as a carefully crafted Facebook and Twitter profile. Social Media can be utilized to micro target potential voters through digital ads, making it a cost-effective form of communication
- VII.** Digital Foundation: Owning your name, remarketing, being social on social media, conducting a social media audit to keep the good and get rid of the bad.
- VIII.** Additional Staff: Identifying a Political Director, and Body man. Interviewing campaign managers, communications director and schedulers to run an efficient an organized campaign.
- IX.** Vendors: Identifying vendors to aid the campaign in media, communications, field, finance, polling and research.

With CATAPULT you will receive general consulting advice and strategy. Slingshot will work with the campaign team to develop a plan that includes, Political Development, Communications Strategy, Field Strategy, Fundraising planning, Vendor sourcing and management. Our job is to focus on the big picture of the campaign and make sure it is achieving its short-term goals in order to win.

Slingshot will assist with interviewing, training and developing campaign staff for long term success. We will work with the team to craft a campaign calendar, identify vendors for streamlined operations and strategy, provide lists and resources that our firm has developed to ensure a successful operation. Putting a strong foundation in place is key to your success and with CATAPULT you will be ready for the long race ahead.

FULL FUNDRAISING SUITE

Slingshot believes that fundraising is composed of 6 parts, Call Time, Events/Raisers, Donor Fulfillment, Compliance, Research and Digital. At Slingshot we divide all our staff to meet these needs equally for candidate success. Every client is assigned a client success manager that will work with the client daily in call time and work with the other departments to ensure that all aspects of fundraising are being addressed. Once a candidate becomes a client, our staff is available to you, your team, donors and supporters.

The client success manager will work with the Fundraising manager and Principal of the company to develop a

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Exhibit A cont'd

plan based on the 6 areas described above. Daily, weekly and quarterly goals are developed together and then signed by the client or the clients designate for successful implementation. As a number driven organization, Slingshot can adjust in different areas to meet and exceed fundraising expectations based on results to goal measurements.

Call Time: There is no avoiding it. The candidate will have to spend a considerable amount of time on the phone asking people to invest in your campaign. Slingshot believes this is best in an environment where a candidate can focus on the single task of asking for money for the campaign. The Candidate Success Manager will work with the candidate to establish a unique cadence for making the ask while also working with the candidate on prospecting and list building for fundraising success. Every candidate has their own unique style and our staff will cater to anything a candidate needs for success.

Events: Great fundraising events require a lot of pre planning and coordination to ensure success. Political fundraisers are not parties, these should be for one purpose: Set a Goal and Meet or Beat that Goal. The Slingshot events team will work on behalf of the campaign to coordinate with prospective hosts and potential donors for the campaign. From the development of the invitation, hosts, prospective attendees and securing a location, the Slingshot team knows how to exceed expectations while keeping costs low so there is a net gain for the campaign.

Research: Research is a vital part of the fundraising process. When a candidate does not have phone numbers, bio information and past donor history it makes the ask a lot more difficult to make. Slingshot believes any and everyone can be found and have invested in the technology to ensure that can happen. Our job is to extend your network as far out as it can go while expanding lists of potential donors for a candidate's success.

Donor Fulfillment: Donor commitments are great, but if the money does not come into the campaign then it cannot be a resource to aid the race. Donor fulfillment is responsible for contacting donors that have pledged but not contributed to fulfill their commitment. This service includes contacting donors through multiple means, tracking responses and contributions made for the campaign. Donor fulfillment will implement the Slingshot 72 which has proven to be one of the best political donor fulfillment systems in the country.

Digital Fundraising: This service will maximize all social media platforms and email lists that are utilized by the campaign to communicate effective fundraising messages. A digital fundraising calendar will be created with the campaign and can include rapid response and direct engagement with donors and supporters on behalf of the campaign.

SLINGSHOT STRATEGIES FULL SUITE OF SERVICES INCLUDE

- Dedicated phone and fax line for campaign
- Complete and file all financial disclosure reports to local, state and Federal authorities
- Fundraising office and dedicated Client Manager to manage fundraising activities for

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Exhibit A cont'd

candidates

- Database technology to track and record all pledges, contributions and file Local, State and Federal reports
 - Technology investment to do remote call time with staff from any location in the world
 - Record of out raising candidate competition whether incumbent or open seat
 - Principal consultant with over 15 years of experience in over 80 political campaigns
 - Staff provided for all fundraising activities and events during the campaign
 - Vast knowledge of NGP VAN & Votebuilder, Aristotle, ActBlue, Anedot, Campaign Partner, NationBuilder and various other online resources for progressive campaigns
 - Commitment to innovative approaches in addition to traditional fundraising tactics and strategies
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Exhibit B

Compensation for Full Fundraising Suite and Catapult (90 days Maximum)

- ✓ \$8,000.00 monthly retainer fee and 10% of monies raised up to \$250,000 total raised
- ✓ \$10,000.00 monthly retainer fee and 10% of monies raised over \$250,000 total raised

Compensation for Full Fundraising Suite Only

- ✓ \$5,000.00 monthly retainer fee and 10% of monies raised up to \$250,000 total raised
- ✓ \$7,500.00 monthly retainer fee and 10% of monies raised over \$250,000 total raised

All services require a minimum deposit of 50% of monthly retainer fee.

- ✓ **All calculations are in the aggregate from when services begin**
- ✓ **Monthly retainer fee is due every 30 days, percentage fee will be invoiced by the 15th of the following month**
- ✓ **Client invoice will be due within 3 days of receipt**

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