LEWIS BRISBOIS BISGAARD & SMITH LLP
MARK A. OERTEL, SB# 120141
E-Mail: Mark.Oertel@lewisbrisbois.com
ANGELA A. ZANIN, SB# 229149
E-Mail: Angela.Zanin@lewisbrisbois.com
VICTORIA VENEGAS, SB# 363523
E-Mail: Victoria.Venegas@lewisbrisbois.com
633 West 5th Street, Suite 4000
Los Angeles, California 90071
Telephone: 213.250.1800
Facsimile: 213.250.7900

Attorneys for Plaintiff, CITY OF FRESNO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF FRESNO

CITY OF FRESNO, a California municipal corporation,

Plaintiff,

vs.

FRESNO ARTS COUNCIL, INC., a California corporation; LILIA GONZALEZ-CHAVEZ, a California individual; HAPREET GIL, a California individual; SAL LUCATERO, a California individual; OLGA NUNEZ, a California individual; KAREN TAKEEDA SIMPSON, a California individual; OLGA GUTIERREZ DE NUNEZ, a California individual; JOLENE TELLES, a California individual; DEE DEE BUCHANAN, a California individual; JULIA COPELAND, a California individual; THOMAS WHIT ELLIS, a California individual; ALANA HILL, a California individual; TIFFANY MANGUM, a California individual; PRISCILLA ROSS, a California individual; KAREN TAKEDA SIMPSON, a California individual; KIRIN SRAN, a California individual; KEVIN STEWART-MAGEE, a California individual; LAUREN NIKKEL, a California individual; PAYPAL, INC., a Delaware corporation, SULIANA CALDWELL, a California individual, and DOES 1 through 100.

Defendants.

Case No.

COMPLAINT FOR:

BREACH OF CONTRACT

EQUITABLE INDEMNITY

SPECIFIC PERFORMANCE

NEGLIGENCE

NEGLIGENT MISREPRESENTATION

FRAUD-INTENTIONAL MISREPRESENTATION

FRAUD-CONCEALMENT

Trial Date: None Set

PARTIES

1. At all times mentioned herein, Plaintiff City of Fresno ("City"), was a California municipal corporation.

2. The City is informed and believes that Defendant Fresno Arts Council, Inc. ("Arts Council"), is a California corporation, with its principal place of business at 1245 Van Ness Avenue, Fresno, California 93721.

3. The City is informed and believes, and thereon alleges that Defendant Lilia Gonzalez-Chavez is an individual residing in the State of California.

4. The City is informed and believes, and thereon alleges that Defendant Hapreet Gil is an individual residing in the State of California.

5. The City is informed and believes, and thereon alleges that Defendant Sal Lucatero is an individual residing in the State of California.

6. The City is informed and believes, and thereon alleges that Defendant Takeeda Simpson is an individual residing in the State of California.

7. The City is informed and believes, and thereon alleges that Defendant Lilia Gonzalez-Chavez is an individual residing in the State of California.

8. The City is informed and believes, and thereon alleges that Defendant Jolene Telles is an individual residing in the State of California.

9. The City is informed and believes, and thereon alleges that Defendant Dee Dee Buchanan is an individual residing in the State of California.

10. The City is informed and believes, and thereon alleges that Defendant Julia Copeland is an individual residing in the State of California.

11. The City is informed and believes, and thereon alleges that Defendant Thomas Whit Ellis is an individual residing in the State of California.

12. The City is informed and believes, and thereon alleges that Defendant Alana Hill is an individual residing in the State of California.

13. The City is informed and believes, and thereon alleges that Defendant Tiffany Mangum is an individual residing in the State of California.

14. The City is informed and believes, and thereon alleges that Defendant Priscilla Ross is an individual residing in the State of California.

15. The City is informed and believes, and thereon alleges that Defendant Kirin Span is an individual residing in the State of California.

16. The City is informed and believes, and thereon alleges that Defendant Lauren Nikkel is an individual residing in the State of California.

17. The City is informed and believes, and thereon alleges that Defendant Kevin Stewart-Magee is an individual residing in the State of California. Gonzalez-Chavez, Gil, Lucatero, Nunez, Simpson, Gutierrez De Nunez, Telles, Buchanan, Copeland, Whit Ellis, Hill Mangum, Ross, Takeda Simpson, Sran, Stewart-Magee, and Nikkel, shall hereinafter be collectively referred to as the "Arts Council Board".

18. The City is informed and believes, and thereon alleges that Defendant PayPal, Inc. ("PayPal") is incorporated in the State of Delaware with its principal place of business in the State of California.

19. The City is informed and believes, and thereon alleges that Defendant Suliana Caldwell is an individual residing in the State of California.

20. The City does not know the true names or capacities of defendants sued herein as Does 1 through 100, inclusive, and will amend this complaint to insert their true names and capacities when ascertained. The City is informed and believes, and thereon alleges, that each of said fictitiously named defendants were negligent, careless, strictly liable, breached warranties, or were otherwise legally responsible for the happening of the events complained of in the complaint filed herein and any resulting injuries.

21. The City is informed and believes, and thereon alleges, that at all times herein mentioned, defendants, and each of them, were corporations, partners, joint venturers, principals, agents, servants, employees and/or successors-in-interest of some, or all, of the other defendants herein and were at all times relevant hereto, acting within the course and scope of said corporation, partnership, joint venture, agency, employment or other aforesaid relationship. The City is further informed and believes that the wrongful acts of defendants, and each of them, as hereinafter

alleged, were ratified and authorized by their respective corporations, partners, joint venturers, principals, employers and predecessors-in-interest.

FACTS

22. The Arts Council is a non-profit organization that promotes and supports the regional arts community through programming, advocacy, public art management, grants and services for artists in the Fresno County area.

23. The City is informed and believes that the Arts Council Board were officers, executives and/or board members of the Arts Council from 2021 to the present.

24. In 2018, the citizens of the City approved a local retail transaction and use tax, effective July 1, 2021, designed to generate funds for local parks, trails, and the arts, which was later codified in the Fresno Municipal Code, Chapter 7, Article P ("Measure P").

25. The City is informed and believes that Suliana Caldwell was the operations manager for the Arts Council, beginning in 2021.

26. The City is informed and believes that Caldwell's highest level of education is high school, and prior to taking this position at the Arts Council, she was a truck driver. Caldwell's duties included managing the Arts Council's bank accounts, payroll, and general finances.

27. The City is informed and believes that Caldwell reported to Gonzalez-Chavez, Chief Executive Officer, at the Arts Council. Caldwell's responsibilities included providing periodic updates and reports on the Arts Council's finances to Gonzalez-Chavez and the Arts Council Board. Caldwell was the only individual that received the Arts Council's monthly bank statements.

28. Beginning in June 2022, Caldwell began making unauthorized transfers from the Arts Council's bank accounts to her own personal PayPal and on to her bank accounts. These amounts totaled approximately $500,000 during this time period. Caldwell accessed the Arts Council's PayPal accounts through Gonzalez-Chavez's PayPal login information including usernames and passwords. Gonzalez-Chavez did not log in to these account or in any way monitor these accounts being accessed by Caldwell.

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29. In August 2022, the City began making payments to the Arts Council for art related funding, other than Measure P.

30. On August 10, 2023, the City and the Arts Council entered into an Administrative Services Agreement for the Expanded Access to Arts and Culture Grant Program ("Agreement") for the administration of Measure P funds. A true and correct copy of the Agreement is attached as Exhibit A.

31. In the Agreement, the Arts Council agreed, in relevant part to:

> 5. Compensation for Administration.
>
> > (c) Funding received for the purposes of administering the Expanded Access to Arts and Culture grant program shall be held by the Service Provider [Arts Council] in a separate account and the Service Provider must maintain a separate method of tracking all Measure P funding provided for administrative costs. Funding shall not be comingled with revenue from other sources, including revenue made available for grants to non-profits described in section 5 of this Agreement.
>
> 6. Expanded Access to Arts and Culture Grant Program Funding.
>
> > (a) Pursuant to Section 7-1506(b)(4)(a) funding shall be provided to the Service Provider for the purposes of the Expanded Access to Arts and Culture Grant Program. Grant Program funding shall be held by the Service Provider in a separate account and the Service Provider must maintain a separate method of tracking all Measure P funding. Funding shall not be comingled with revenue from other sources, or with funding allocated for program administration under Section 4 of this Agreement. Any carryover funding shall be identified.

7. Audit Requirements.

(a) The Service provider shall maintain financial records in accordance with Generally Accepted Accounting Principals (GAAP) and will be subject to an annual independent audit for financial reporting and program compliance. The annual independent audit shall be funded and coordinated by the City of Fresno Department of Finance and shall be conducted by an external auditor. The Service provider shall provide all requested financial records no later than September 30th for each preceding year.

10. Level of Skill.

It is further mutually understood and agreed by and between the parties hereto that inasmuch as the Service Provider represents to the City that the Service Provider and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards or said industry necessary to perform the services agreed to be done by it under this Agreement, the City relies upon the skill of the Service Provider and its subcontractors, if any, to do and perform such services in a skillful manner and the Service Provider agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by the City shall not operate as a release of the Service Provider or any subcontractors from said industry and professional standards.

11. Indemnification.

To the furthest extent allowed by law, the Service Provider [Arts Council] shall indemnify, hold harmless and defend the

City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the City, the Service Provider or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this Agreement), arising or alleged to have arisen directly or indirectly out of performance of this Agreement…

This section shall survive termination or expiration of this Agreement.

16. General Terms.

(b) Records of the Service Provider's expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the City or its authorized representatives upon request during regular business hours throughout the life of this Agreement, and for a period of three (3) years from project completion or, if longer, for any period required by law. In addition, all books, documents papers, and records of the Service Provider pertaining to the project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. In any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to the City until such action is

resolved, or until the end of said time period whichever shall later occur. If the Service Provider should subcontract all or any portion of the services to be performed under this Agreement, the Service Provider shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 16(b) shall survive expiration or termination of this Agreement.

22. Compliance With Law.

In providing the services required under this Agreement, the Service Provider shall at all times comply with all applicable laws of the United States, the State of California and the City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

28.Attorney's Fees.

If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

32. The City is informed and believes that the unauthorized transfers by Caldwell significantly increased in 2023 when the Arts Council received millions of dollars in Measure P funds from the City.

33. On November 7, 2023, $9,722,600 in Measure P proceeds were transferred from the City to the Arts Council.

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34. On August 20, 2024, Measure P grant agreements were sent to all Measure P grant recipients being funded through Measure P funds. From September 12, 2024 to October 29, 2024, the Arts Council distributed grants to awardees.

35. On September 25, 2024, pursuant to the Agreement, the City of Fresno Parks & Recreation Department ("PARCS") requested the Annual Financial Reporting ("AFR") from the Arts Council for the preceding fiscal year.

36. On September 30, 2024, the Arts Council represented to the City that no grants were awarded during the previous fiscal year and provided financial statements showing no funds had been utilized or disbursed. The City is informed and believes that this was not true.

37. On October 1, 2024, the City issued additional payment to the Arts Council of $5,710,556.74 in Measure P funds.

38. The City is informed and believes that during 2025, Caldwell was absent from her work at the Arts Council, and despite neglecting her duties, she continued to be fully compensated by the Arts Council.

39. On September 30, 2025, pursuant to the Agreement, the Arts Council was to provide the AFR to the City.

40. On October 2, 2025, the Arts Council sent the City an insufficient spreadsheet, which did not satisfy the Arts Council's obligations under the Agreement for AFR.

41. On November 21, 2025, the City sent notice to the Arts Council regarding the Agreement condition to audit the Arts Council's use of Measure P funds which the Art's Council did not respond to. The City followed up seeking this missing information on December 31, 2025 and January 30, 2026.

42. The City is informed and believes that in early February 2026, Caldwell was terminated for cause due to excessive absences and abandonment of her work.

43. The City is informed and believes that the Arts Council Board was informed in early 2026 that several grant checks from Measure P funds by the Arts Council to artists were not clearing due to insufficient funds in the Arts Council's accounts.

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44. The City is informed and believes that Gonzalez-Chavez logged into the Arts Council's accounts and realized there were large transfers of Measure P funds to Caldwell's personal accounts, including her PayPal accounts in her name, her maiden name Suliana Juarez, and an account "Suliana25".

45. On February 6, 2026, the City met with the Arts Council, and that same day the Fresno Police Department launched a criminal investigation.

46. On February 9, 2026, the City began reconciling the list of paid and unpaid grantees to ensure all grantees were accounted for and set up a hotline and email for supporting documentation.

47. On March 26, 2026, Caldwell met with the Fresno Police Department and the FBI and confessed. On April 8, 2026, Caldwell entered a Plea Agreement in the United States District Court, Eastern District, Case No. 1:26-cr-00052-JLT-SKO ("Plea Agreement").

48. On April 14, 2026, the City demanded that the Arts Council indemnify the City for the Measure P funds the Arts Council could not account for and that were potentially illicitly obtained by Caldwell.

49. On August 10, 2026, Caldwell was sentenced to 33 months in federal prison as a result of the Plea Agreement, and she is ordered to surrender to custody of the Federal Bureau of Prisons on October 21, 2026.

50. In total, Caldwell took over $1,820,0000 in Measure P funds from the City through her PayPal account, consisting of over 300 unauthorized transfers. She then used the funds to gamble at local casinos, pay for vacations, pay her daughter's tuition and rent in Long Beach, and for other unauthorized and improper personal expenses for herself.

51. The City is informed and believes that as of September 8, 2026, the Arts Council has received $901,884.83 in funds from PayPal based on Caldwell's conduct.

52. On September 9, 2026, the City sent a second indemnity demand to the Arts Council for the return of $901,884.83 in PayPal funds the Arts Council had been reimbursed.

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53. On September 11, 2026, Caldwell was ordered to pay the City $1,177,913.92 in restitution as a result of the Plea Agreement. Defendants Arts Council and PayPal were not granted any restitution payments by Caldwell as a result of the Plea Agreement.

54. The City is informed and believes, that as of September 17, 2026, the Arts Council claims it is holding the $901,884.83 in Measure P funds received from PayPal in a segregated account, and the Arts Council purports it will not spend the money without notice to the City.

55. To date, none of the Measure P funds have been returned to the City despite repeated demands by the City under the Agreement. These funds belong to the citizens of the City and were unlawfully returned by PayPal to the Arts Council, rather than the City.

56. Despite the conduct by defendants, the City has fulfilled its obligations to the citizens of the City to fund the arts community. However, because of defendants conduct, the City was forced to use funding, earmarked for other City programs, to fund the arts community. These taxpayer funds could have been spent on additional police and fire services, and on maintaining the City's parks and roads. The arts community in the City was damaged, as it relied on the Measure P funds and made business plans expecting to timely receive Measure P funds.

FIRST CAUSE OF ACTION

(BREACH OF CONTRACT)

(As Against Defendants Arts Council)

57. The City repeats and re-alleges each and every allegation contained in Paragraphs 1 through 56 above as if set forth herein in its entirety.

58. The City has performed all the conditions and obligations to be performed on its part under the Agreement.

59. The Arts Council breached the provisions and promises of the Agreement with the City, including but not limited to the following provisions: (1) Section 5. Compensation for Administration; (2) Section 6. Expanded Access to Arts and Culture Grant Program Funding; (3) Section 7. Audit Requirements; (4) Section 10. Level of Skill; (5) Section 11. Indemnification; (6) Section 16. General Terms; and (7) Section 22. Compliance With Law.

60. The City is entitled to judgment against the Arts Council, and each of them, for all

losses the City has incurred, continues to incur, including legal costs, pursuant to the Agreement.

SECOND CAUSE OF ACTION

(EQUITABLE INDEMNITY)

(As Against the Arts Council)

61. The City repeats and re-alleges each and every allegation contained in Paragraphs 1 through 56 above as if set forth herein in its entirety.

62. In consideration of the City entering into the Agreement for the Arts Council, the Arts Council agreed to fully indemnify and hold harmless the City against any and all loss, liability, costs, attorney's fees, and damages of whatever kind or nature which the City may sustain or incur as the result of or in connection with the Agreement.

63. If the Court does not find such Agreement enforceable, then the City asserts its right to equitable indemnification. The City is entitled to recover against the Arts Council, all monies paid, costs incurred, and attorneys' fees expended as a result of entering into the Agreement.

64. By reason of the foregoing, because the City has incurred a loss, the City is entitled to be indemnified by the Arts Council, and each of them, in full, to the full extent of its loss, including costs and attorneys' fees.

65. It has been necessary for the City to obtain the services of an attorney to prosecute its claim herein and it is entitled to recover the attorneys' fees and costs, including those necessary to enforce the terms of the Agreement.

THIRD CAUSE OF ACTION

(SPECIFIC PERFORMANCE)

(As Against the Arts Council)

66. The City repeats and re-alleges each and every allegation contained in Paragraphs 1 through 56 above as if set forth herein in its entirety.

67. The Arts Council have refused, and continue to refuse, to indemnify the City or to return the $901,884.83 in funds from PayPal based on Caldwell's conduct.

68. The City requests the Court require the Arts Council, and each of them, to

indemnify the City and to return any and all funds it received from Paypal because of Caldwell's conduct to the City, and to indemnify the City for its attorney and expert fees in the sum of $2,100,000 to cover losses incurred by the City in connection with the Agreement.

FOURTH CAUSE OF ACTION

(NEGLIGENCE)

(As Against the Arts Council and Arts Council Board)

69. The City repeats and re-alleges each and every allegation contained in Paragraphs 1 through 56 above as if set forth herein in its entirety.

70. The Arts Council and the Arts Council Board were negligent and grossly negligent in their supervision of Caldwell and the administration of the Measure P funds under the Agreement. The Arts Council and the Arts Council Board breached their responsibilities, obligations, and duties, including but not limited to breach of duties, errors, neglect, omissions and acts as to the actions of Caldwell and the Arts Council and Arts Council Board's duty to the City.

71. As a result of the conduct of the Arts Council and the Arts Council's Board, the City was harmed.

72. The Arts Council and the Arts Council Board's negligence was a substantial factor in causing the City's harm.

FIFTH CAUSE OF ACTION

(NEGLIGENT MISREPRESENTATION)

(As Against Arts Council and Arts Council Board)

73. The City repeats and re-alleges each and every allegation contained in Paragraphs 1 through 56 above as if set forth herein in its entirety.

74. The Arts Council and the Arts Council Board made statements about relevant facts, including facts regarding the Measure P funds, to the City that were untrue. These representations were false and were made without reasonable belief as to their truth.

75. The Arts Council and the Arts Council Board intended for the City to rely on these relevant facts as to the Measure P funds, and to induce the City to continue to issue payments pursuant to the Agreement.

76. The City justifiably relied on these important facts, and as a result made payments under the Agreement for the administration of Measure P funds. The City would not have made payments for the administration of the Measure P funds, if it had known these statements were untrue.

77. As a result of the Arts Council and the Arts Council Board's misrepresentations as to these important facts, the City was harmed in the amount it paid in Measure P funds, and its attorneys' fees, expert fees and costs in this action.

SIXTH CAUSE OF ACTION

(NEGLIGENCE)

(As Against PayPal)

78. The City repeats and re-alleges each and every allegation contained in Paragraphs 1 through 56 above as if set forth herein in its entirety.

79. PayPal was negligent in the administration of the PayPal accounts involved in the loss of Measure P funds, including but not limited to the accounts under the name Suliana Juarez and account "Suliana 25", which were the personal accounts of Caldwell.

80. PayPal was negligent in the return of $901,884.83 in Measure P funds to the Arts Council rather than the City, as a result of the indemnification provisions in the Agreement.

81. As a result of the conduct of PayPal, the City was harmed.

82. PayPal's negligence was a substantial faction in causing the City's harm.

SEVENTH CAUSE OF ACTION

(FRAUD—INTENTIONAL MISREPRESENTATION)

(As Against Suliana Caldwell)

83. The City repeats and re-alleges each and every allegation contained in Paragraphs 1 through 56 above as if set forth herein in its entirety.

84. Caldwell misrepresented to the City relevant facts which were untrue as to the administration of Measure P funds, including but not limited to submission of fraudulent accounting records. These representations were false and resulted in the City making payments to the Arts Council for administration of Measure P funds which were never given to the artists who

had received grants for the Measure P funds. Instead, Caldwell used the Measure P funds for her own personal use.

85. At the time Caldwell made these representations to the City regarding the administration of Measure P funds, Caldwell intended to deceive the City and to induce the City to enter into the transaction, including but not limited to, making payments to her personal PayPal accounts.

86. The City justifiably relied on these representations by Caldwell, and as a result made payments for the administration of the Measure P funds to the Arts Council. The City would not have made payments for the Measure P funds, if it had known these statements were untrue.

87. As a result of these misrepresentations, the City was harmed in the amount it paid to the Arts Council and the amount the City had to use funding earmarked for other City Programs, to fund the arts community.

88. Caldwell's actions were done with malice, oppression, or fraud, and as a result the City is entitled to an award of punitive damages.

EIGHTH CAUSE OF ACTION

(FRAUD—CONCEALMENT)

(As Against Caldwell)

89. The City repeats and re-alleges each and every allegation contained in Paragraphs 1 through 56 above as if set forth herein in its entirety.

90. Caldwell intentionally concealed relevant facts from the City as to the administration of Measure P funds. Caldwell actively concealed facts unknown to the City.

91. Caldwell intended to deceive the City as to the administration of Measure P funds by the Arts Council and the Arts Council Board, and to induce the City to make payments for the administration of Measure P funds.

92. The City justifiably relied on these concealed facts by Caldwell, and as a result made payments for the administration of Measure P funds to the Arts Council. The City would not have entered into the Agreement or made payments for the administration of the Measure P

funds under the Agreement, had it known these statements were untrue.

93. As a result of the concealments, the City was harmed in the amount it paid to the Arts Council and the use of funding earmarked for other City programs to fund the artists awarded grants under Measure P, and its attorneys' fees, expert fees and costs in this action.

94. Caldwell's actions were done with malice, oppression, or fraud, and as a result the City is entitled to an award of punitive damages.

NINTH CAUSE OF ACTION

(NEGLIGENT MISREPRESENTATION)

(As Against Caldwell)

95. The City repeats and re-alleges each and every allegation contained in Paragraphs 1 through 56 above as if set forth herein in its entirety.

96. Caldwell made statements about relevant facts, including facts regarding the Measure P funds, to the City that were untrue. These representations were false and were made without reasonable belief as to their truth.

97. Caldwell intended for the City to rely on these relevant facts as to the Measure P funds, and to induce the City to continue to issue payments pursuant to the Agreement.

98. The City justifiably relied on these important facts, and as a result made payments under the Agreement for the administration of Measure P funds. The City would not have made payments for the administration of the Measure P funds, if it had known these statements were untrue.

99. As a result of Caldwell's misrepresentations as to these important facts, the City was harmed in the amount it paid in Measure P funds, and its attorneys' fees, expert fees and costs in this action.

WHEREFORE, the City prays for judgment against Defendants, and each of them, as follows:

ON THE FIRST AND SECOND

CAUSES OF ACTION AGAINST THE ARTS COUNCIL:

For any sums paid by the City for Measure P funds that the City has paid as a result of the

Arts Council's administration of Measure P funds that the City has been compelled to pay, any settlement, insurance proceeds, damages, judgment, or other awards recovered by the Arts Council, plus additional expense, fees and cost amounts to be proven at the trial of this matter, plus interest at the legal rate from date of judgment until paid, plus reasonable attorney and expert fees, and for such other relief the Court deems just and proper.

ON THE THIRD CAUSE OF ACTION AGAINST THE ARTS COUNCIL:

For a judgment of this Court of specific performance, ordering the Arts Council, to indemnify the City as demanded under the Agreement.

ON THE FOURTH AND FIFTH CAUSES OF ACTION AGAINST THE ARTS COUNCIL AND THE ARTS COUNCIL BOARD:

For general damages according to proof, special damages according to proof, costs of suit, and for pre-judgment and post-judgment interest as allowed by law, and for such other relief as the Court deems just and proper.

ON THE SIXTH CAUSE OF ACTION AGAINST PAYPAL:

For general damages according to proof, special damages according to proof, costs of suit, and for pre-judgment and post-judgment interest as allowed by law, and for such other relief as the Court deems just and proper.

ON THE SEVENTH, EIGHTH, AND NINTH CAUSES OF ACTION AGAINST CALDWELL:

For general damages according to proof, special damages according to proof, punitive damages, costs of suit, and for pre-judgment and post-judgment interest as allowed by law, and for such other relief as the Court deems just and proper.

DATED: October 8, 2026

MARK A. OERTEL
ANGELA A. ZANIN
VICTORIA VENEGAS
LEWIS BRISBOIS BISGAARD & SMITH LLP

By: /s/ Angela A. Zanin
ANGELA A. ZANIN
Attorneys for Plaintiff, THE CITY OF FRESNO