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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN MATEO**

17 **SAN MATEO COUNTY COMMUNITY**
18 **COLLEGE DISTRICT,**
19 Plaintiff,
20 v.
21 **ALLANA BUICK & BERS, INC.;**
22 **MCCARTHY BUILDING COMPANIES, INC.;**
23 **BUNTON, CLIFFORD & ASSOCIATES, INC.,**
d/b/a **BCA Architects n/k/a Studio W Associates,**
24 d/b/a **Studio W Architects;**
25 **ROBERT A. BOTHMAN, INC. d/b/a Robert A.**
Bothman Construction;
26 **BLACH CONSTRUCTION COMPANY;**
27 **and DOES 1-50,**
28 Defendants.

CASE NO. 23-CIV-00631

COMPLAINT FOR:

1. **FRAUD;**
2. **UNFAIR COMPETITION LAW;**
3. **UNJUST ENRICHMENT AND CONSTRUCTIVE TRUST;**
4. **VIOLATIONS OF THE POLITICAL REFORM ACT;**
5. **VIOLATIONS OF GOVT. CODE § 1090 et seq.;**
6. **AIDING & ABETTING BREACH OF FIDUCIARY DUTY**

JURY TRIAL DEMANDED

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1 The **San Mateo County Community College District** (“District,” or “Plaintiff”) brings this
2 action for damages and relief against **Allana Buick & Bers, Inc.** (“ABB”), **McCarthy Building**
3 **Companies, Inc.** (“McCarthy Building”), and **Bunton, Clifford & Associates, Inc.**, d/b/a BCA
4 Architects n/k/a Studio W Associates d/b/a Studio W Architects (“BCA”), **Robert A. Bothman, Inc.**
5 (“RAB”); and **Blach Construction Company** (“BCC”), for violations of California state law, including
6 fraud, bribery, and kickbacks, as described below. There may be other defendants, Doe Defendants 1-
7 50 and Plaintiff will move to amend this complaint at a later date once their identities are ascertained.

8 **I. INTRODUCTION**

9 1. This case represents one of the worst instances of pay-to-play stealing of public funds
10 designated for the education of our students, residents and working adults. It is a story about the blatant
11 pay-to-play of bond money that was intended for buildings, equipment, and educational infrastructure
12 to benefit our local community here in San Mateo County. Tragically, certain individuals including Ron
13 Galatolo, Jose Nuñez and others used their government positions to influence the flow of money to
14 benefit themselves, their friends, contractors, and those who did business with the District.

15 2. As recently uncovered, District Chancellor Ron Galatolo over the course of several years
16 secured benefits, gifts, free construction projects on his various properties, and other inducements in
17 return for awarding lucrative construction contracts to contractors and architects in connection with the
18 District’s various Capital Improvement Plans (“CIPs”), and it appears that others may be involved.
19 Defendants knew that the benefits and gifts they gave to Galatolo and other college employees were
20 illegal but made them anyway in order to secure massive construction contracts.

21 3. Ron Galatolo became Chancellor of the San Mateo County Community College District
22 in 2001, and sought to favor those who were loyal to him, including his co-conspirator Jose Nuñez, and
23 Defendants so that they would be awarded lucrative construction contracts. Galatolo and his co-
24 conspirator Defendants sought to create a pay-to-play atmosphere using District bond funds (taxpayer
25 money) to enrich themselves and Defendants. The District became Galatolo’s source of influence,
26 power, and more importantly, a conduit for favors and money, due to his pursuit of *quid pro quo*
27 relationships with contractors including Defendants and perhaps others designated as Does.

1 4. The CIPs were funded through bond measures passed by San Mateo County voters in
2 **2001** (“Measure C”), **2005** (“Measure A”), and **2014** (“Measure H”). In total, San Mateo County
3 taxpayers allowed the District to borrow over **\$1 billion**, presumably to fund construction projects and
4 improvements across its three campuses. To put that in perspective, together the three measures cost the
5 average homeowner in San Mateo County over \$100 per year. Over the life of the bonds, an average
6 homeowner would have paid nearly \$2,000 to construct these District projects.

7 5. Jose Nuñez used his position as Vice Chancellor of Facilities Planning to assist and
8 independently operate his own influence peddling scheme, securing gifts similarly to Galatolo, with the
9 implication that he would “grease the wheels” in favor of his preferred contractors, i.e., those that
10 lavished him with the most inducements.

11 6. Galatolo and Nuñez were instrumental in identifying, targeting, and awarding favored
12 companies with specific projects. Despite using traditional contract bidding processes such as Requests
13 for Statements of Qualifications (“RFSOQs”) and Requests for Proposals (“RFPs”), the decisions
14 regarding which companies would win bids for construction projects were largely pre-determined by
15 Galatolo, with help from Nuñez and other Galatolo loyalists, and sought to benefit co-conspirators and
16 Defendants.

17 7. As a result of Galatolo and Nuñez’s fraudulent and unlawful conduct, they violated their
18 fiduciary duty to the District, and corruptly used their position to make secret personal profits in favor
19 of the Defendants, who greased the wheels with inducements. Defendants aided and abetted these
20 breaches of fiduciary duty as well as other Doe Defendants.

21 8. Galatolo even used his District email account to arrange and confirm many financial and
22 other inducements, as well as organize his personal affairs, including lavish trips and vacations,
23 lucrative private banking, and improving his personal property, often involving bidders on District
24 projects.

25 9. The District terminated Galatolo in February 2021, and Nuñez was charged with
26 multiple felonies in December 2021. *See, **Tab A and B.*** Galatolo was subsequently charged with
27 twenty-one felonies in a complaint filed in April 2022. *See, **Tab D.***

1 10. This Complaint seeks to recoup the monies paid by the District to fund the contracts
2 awarded to architects, building contractors and others who were aware of Galatolo’s predilection for
3 payoffs and sought to influence him in order to obtain lucrative and high-profile building contracts,
4 including ABB, McCarthy Building, BCA, RAB and BCC and yet to be identified Doe Defendants. The
5 Defendants together profited handsomely from their relationship with Galatolo and Nuñez, receiving
6 hundreds of millions of dollars from the District. Defendants and their co-conspirators have inflicted
7 *significant* financial harm on the District, the District’s students, on their competitors, and on San
8 Mateo’s taxpayers.

9 **II. PLAINTIFF**

10 **A. THE SAN MATEO COMMUNITY COLLEGE DISTRICT**

11 11. The San Mateo County Community College District is a community college district of
12 the State of California. The District administers and operates three colleges:

- 13 1. **Skyline College** in San Bruno, California;



1 2. **College of San Mateo** in San Mateo, California; and



21 3. **Cañada College** in Redwood City, California.





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11 12. The three campuses provide educational services to over 20,000 students. The District is
12 governed by a Board of Trustees (“the Board”) with five voting members, and one non-voting student
13 member.

14 **III. DEFENDANTS**

15 **A. ALLANA BUICK & BERS**

16 13. Defendant Allana Buick & Bers (“ABB”) is a California corporation that does business
17 in the County of San Mateo and with the District.

18 14. ABB has extensive ties to San Mateo County. Indeed, ABB’s website currently touts a
19 “two-decade-long *partnership*” with the District (emphasis added).¹ ABB is an on-call project
20 inspection contractor for San Mateo County, and ABB has consulted on a number of County-related
21 building projects. ABB has also worked as the architectural design consultant for the Foster City School
22 District.

23 15. ABB has done substantial work in San Mateo County, and a substantial number of ABB
24 employees live in San Mateo County. It is alleged that ABB contributed heavily to the District,
25 including providing financial backing to support District initiatives. ABB also contributed to candidates
26 for District Trustee elections.

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¹ See, <https://abbae.com/community-spotlight-smcccd-abbae/> (last accessed January 19, 2023).

1 16. ABB first contracted with the District in or about 2001, providing consulting services
2 relating to waterproofing and roofing. Since 2006, ABB has signed at least eleven consulting contracts,
3 and provided work on over thirty different projects across the District’s three campuses.

4 17. ABB and the District’s relationship is extensive, well-documented, and inextricably
5 links ABB to San Mateo County.

6 **B. McCARTHY BUILDING COMPANIES, INC.**

7 18. Defendant **McCarthy Building Companies, Inc.** (“McCarthy Building”) is a Missouri
8 corporation that does business in the County of San Mateo and with the District.

9 19. McCarthy Building’s relationship with the District began in or about 2004, and
10 Defendant has a long track record of bidding for and constructing projects in San Mateo County,
11 including the San Mateo County Regional Operations Center and the South San Francisco office and
12 manufacturing center for a large pharmaceutical company.

13 20. McCarthy Building quickly identified the District as a target client in the early 2000s. It
14 first contracted with the District in 2004, as part of a design-build project under a pilot program
15 authorized by the Legislature, AB 1000. Since the completion of that project, the College of San Mateo
16 Science Center and Planetarium, McCarthy has constructed several more buildings on District property.

17 21. McCarthy and the District’s relationship is extensive, well-documented, and inextricably
18 links McCarthy to San Mateo County.

19 **C. BUNTON, CLIFFORD & ASSOCIATES, INC.**

20 22. Defendant Bunton, Clifford & Associates, Inc. (“BCA”), d/b/a BCA Architects and d/b/a
21 Studio W Associates d/b/a Studio W Architects is a local company that does business in the County of
22 San Mateo and with the District.

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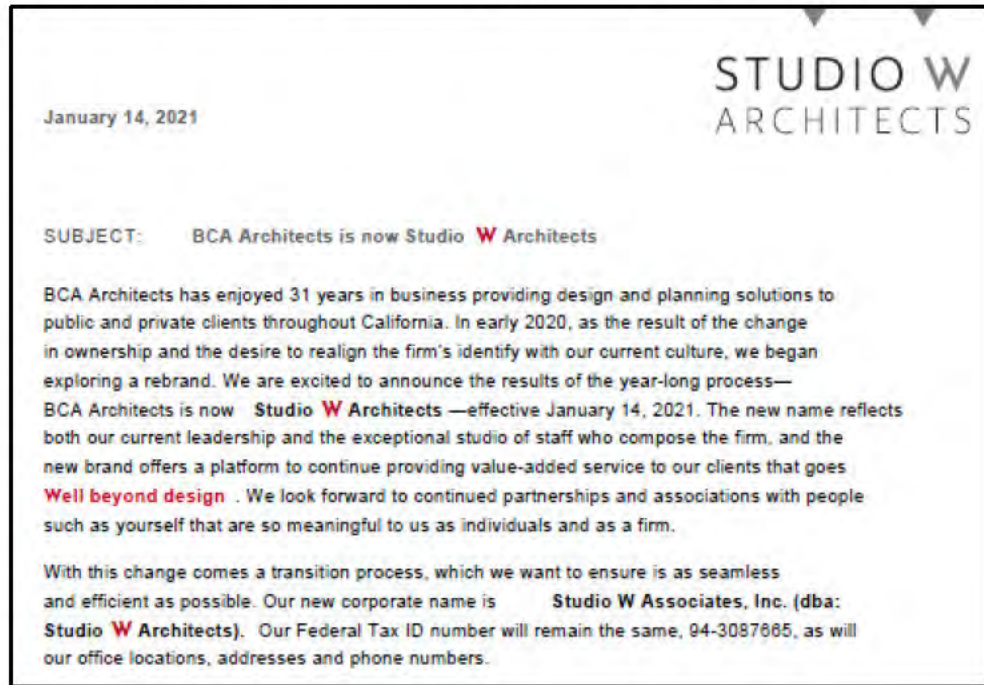
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1 23. In January 2021, BCA announced a “rebranding” as Studio W Architects:



13 24. The District began working with BCA in 2006. Attached as **Tab F** is a partial list of
14 BCA/Studio W projects.

15 **D. ROBERT A. BOTHMAN CONSTRUCTION**

16 25. Defendant **Robert A. Bothman Construction, Inc.** (“RAB”), is a California
17 corporation that does business in the County of San Mateo and with the District. Bothman Construction
18 has constructed numerous projects in San Mateo County, including the Skyline College Environmental
19 Sciences Building and the Burlingame Avenue Streetscape Improvements.

20 **E. BLACH CONSTRUCTION COMPANY**

21 26. Defendant **Blach Construction Company** (“BCC”) is a California corporation, that
22 does business in the County of San Mateo and the District. BCC has constructed numerous projects in
23 the County of San Mateo, including the Gateway at Millbrae station, the Rollins, the Cañada College
24 Kinesiology and Wellness Building, Menlo-Atherton HS Performing Arts Center, Myrtle Street High
25 School (new campus), and Hatch Elementary School.

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1 **F. DOE DEFENDANTS**

2 27. Plaintiff is not aware of the names and capacities of other defendants sued herein as
3 Does 1-50, inclusive, and therefore sues said defendants by such fictitious names. Plaintiff will amend
4 this complaint and allege the true names and capacities of Does 1-50 when their true names and
5 capacities are ascertained.

6 **G. PRINCIPAL/AGENT/CO-CONSPIRATOR LIABILITY**

7 28. At all times herein mentioned, each of the Defendants hereinabove, were the agents,
8 servants, employees, partners, aiders and abettors, co-conspirators, and/or joint venturers of each of the
9 other Defendants named herein and of their co-conspirators Galatolo and Nuñez, and were at all times
10 operating and acting within the purpose and scope of said agency, service, employment, partnership,
11 enterprise, conspiracy, and/or joint venture, and each Defendant has ratified and approved the acts of
12 each of the remaining Defendants. Each of the Defendants aided and abetted, encouraged, and rendered
13 substantial assistance to the other Defendants and their co-conspirators (including Galatolo and Nuñez)
14 in breaching their obligations to the Plaintiff, as alleged herein. In taking action to aid and abet and
15 substantially assist the commission of these wrongful acts and other wrongdoings complained of, as
16 alleged herein, each of the Defendants acted with an awareness of his/her/its primary wrongdoing and
17 realized that his/her/its conduct would substantially assist the accomplishment of the wrongful conduct,
18 wrongful goals, and wrongdoing, including but not limited to Galatolo's and Nuñez' breaches of their
19 fiduciary duties to the District.

20 29. Such agents, aiders, abettors and co-conspirators include **Karim Allana** (CEO of
21 Allana), **Richard Henry** (President of McCarthy Building, Pacific Division), **Frances Choun** (Vice
22 President of McCarthy Building, Pacific Division), and their supervisors and/or anyone else who
23 directed, suggested, or otherwise encouraged Galatolo and Nuñez to engage in such crimes, as set forth
24 *infra*. Attorneys are implicated as well including Stephen Pahl, who was an attorney for Galatolo as set
25 forth herein.

26 30. All Defendants are liable for the acts of their employees, subcontractors, and other
27 agents, including, but not limited to, Karim Allana, Rich Henry, Paul Bunton, Robert Bothman, and
28

1 Mike Blach— including for the acts of offering bribes, gifts, and other compensation to Galatolo and
2 Nuñez.

3 31. The Defendants’ employees, subcontractors, and other agents that made the bribes and
4 gifts described herein were acting within the scope of their employment and/or contractual obligations.
5 Activities such as bidding on construction projects and providing consulting services were primary
6 functions of their employment and/or contractual obligations.

7 32. Defendants ratified the acts of its agents and employees by continuing to employ them
8 and instructing them to repeat the same wrongful conduct.

9 33. Defendants went to extraordinary lengths to coerce or induce subcontractors and/or
10 employees, including the individuals and entities identified above, to engage in wrongful conduct. The
11 risk of Defendants’ employees engaging in the wrongful acts described herein is inherent to, and is a
12 foreseeable consequence of, the enterprise of the Defendants.

13 34. The described acts and failures to act described herein in furtherance of providing bribes,
14 gifts, and inducements that were made by agents and employees of Defendants were undertaken
15 pursuant to the direction and control, and/or with the permission, consent, and authorization of
16 Defendants—they were not mere acts of rogue employees.

17 35. The Defendants’ employees, subcontractors, and other agents that executed the
18 fraudulent contracts described herein were acting within the scope of their employment and/or
19 contractual obligations with Defendants. Activities described herein, such as bidding on construction
20 projects and providing consulting services, were primary functions of their employment and/or
21 contractual obligations. Activities described herein were taken for the benefit of Defendants.

22 36. All Defendants ratified the acts of its agents and employees by continuing to employ
23 them and instructing them to repeat the same wrongful conduct.

24 **H. AGENCY, CONCERT OF ACTION, AND CONSPIRACY: NON-CONTRACTOR**

25 37. At all times herein mentioned, co-conspirators Ronald Galatolo and Jose Nuñez, and
26 each of them, were the agent, servant, employee, partner, aider and abettor, co-conspirator and/or joint
27 venturer of each of the Defendants named herein, and Does, and were at all times operating and acting
28 within the purpose and scope of said agency, service, employment, partnership, conspiracy, alter ego

1 and/or joint venture, and each defendant has ratified and approved the acts of each of the remaining
2 Defendants, Does, and co-conspirators. Each of the Defendants, aided and abetted, encouraged, and/or
3 rendered substantial assistance to Galatolo and Nuñez in breaching their obligations to Plaintiffs as
4 alleged herein. In taking action to aid and abet and substantially assist the commission of these
5 wrongful acts and other wrongdoings complained of, as alleged herein, each of the Defendants and
6 Does acted with an awareness of his primary wrongdoing and realized that his conduct would
7 substantially assist the accomplishment of the wrongful conduct, wrongful goals, and wrongdoing,
8 including of their co-conspirators Galatolo and Nuñez.

9 **IV. JURISDICTION AND VENUE**

10 38. Venue in this Court is proper because Plaintiff and Defendants contractually agreed to
11 litigate any disputes or litigation regarding the contracts at issue in San Mateo County. Additionally,
12 performance of the contracts at issue occurred in San Mateo County, and the misconduct at issue
13 occurred in San Mateo County and is a proper venue under CCP § 392.

14 39. In each contract entered into by the Plaintiff with ABB and McCarthy, Plaintiff and
15 Defendant agreed to uniform language governing the enforceability of the contract.

16 40. Article VII of each contract entered into between Plaintiff and ABB and Plaintiff and
17 McCarthy included a number of paragraphs detailing the definition of terms in the contract, individual
18 liability, assignability, allowances, per diem rates for workers, severability, and most importantly for
19 purposes of this action, a choice of law and venue provision.

20 41. Article VII, paragraph 8 reads, in a contract between **ABB** and Plaintiff:

21 7.8 This Agreement and the Contract Documents shall be deemed to have been entered into in the City of San
22 Mateo, County of San Mateo, State of California, and shall be governed in all respects by California law
(excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the
23 Superior Court of the State of California for the County of San Mateo. Contractor accepts the claims
24 procedure in Document 00 71 00, Article 12, as established under the California Government Code, Title 1,
Division 3.6, Part 3, Chapter 5.

25 January 9, 2014
26 V.PV4

00 52 00 - Page 6 of 8

RFP No 86678
Cañada College Solar Photovoltaic System Project

1 42. Article VII, paragraph 8 reads, in a contract between **McCarthy** and Plaintiff:

2
3 7.8 This Agreement and the Contract Documents shall be deemed to have been entered into in the City of San
4 Mateo, County of San Mateo, State of California, and shall be governed in all respects by California law
5 (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the
6 Superior Court of the State of California for the County of San Mateo. Contractor accepts the claims
7 procedure in Document 00 71 00 (General Conditions), Article 12, as established under the California
8 Government Code, Title 1, Division 3.6, Part 3, Chapter 5.

9 November 14, 2016 (Conformed 1/12/17)
10 V.2

00 52 00 - Page 8 of 8

Bid No. 86734
CAñ B73 Math, Science & Technology Building Project

11 43. Similarly, the contracts between **BCA** and the District specify that the exclusive venue
12 for litigation shall be San Mateo County, here is an example:

13 11. Execution; Venue; Limitations. This Agreement shall be deemed to have been executed in the City of San
14 Mateo, San Mateo County, California. Enforcement of this Agreement shall be governed by the laws of the
15 State of California, excluding its conflict of laws rules. The exclusive venue for all litigation arising from or
16 relating to this Agreement shall be in San Mateo County, California. Except as expressly provided in this
17 Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party
18 to this Agreement. As between the parties to this Agreement, any applicable statute of limitations for any act
19 or failure to act shall commence to run on the date of District's issuance of the final Certificate for Payment, or
20 termination of this Agreement, whichever is earlier, except for latent defects, for which the statute of limitation

21 44. Article 3, Section 3.06 in an agreement between **Bothman** and the District states:

22 3.06 Execution; Venue; Limitations. The Contract Documents shall be deemed to have been executed in San
23 Mateo County, California. Enforcement of the Contract Documents shall be governed by the laws of the State
24 of California, excluding its conflict of laws rules. Except as expressly provided in the Contract Documents,

25 45. Article VII, paragraph 8 reads, in a contract (for Cañada Building 1) between **Blach**
26 **Construction** and the District:

27 7.8 This Agreement and the Contract Documents shall be deemed to have been entered into in the City of San
28 Mateo, County of San Mateo, State of California, and shall be governed in all respects by California law
(excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the
Superior Court of the State of California for the County of San Mateo. Contractor accepts the claims
procedure in Document 00 71 00 (General Conditions), Article 12, as established under the California
Government Code, Title 1, Division 3.6, Part 3, Chapter 5.

1 46. In short, the contracts at issue between Plaintiff and Defendants contain forum selection
2 clauses, specifying the **Superior Court of the State of California for the County of San Mateo** as the
3 exclusive venue for all disputes or litigation relating to said contracts.

4 47. Plaintiff and Defendants, a public entity and experienced real estate construction
5 companies, respectively, agreed to the forum selection clauses in sophisticated, arms-length negotiation.
6 The parties clearly and unmistakably indicated their intent to litigate any disputes relating to the
7 contracts at issues in the San Mateo Superior Court. The amount in controversy exceeds the
8 jurisdictional minimum of this court.

9 **V. FACTUAL BACKGROUND**

10 **A. THE HISTORY OF THE COMMUNITY COLLEGE DISTRICT**

11 48. The District’s origins can be traced back to 1922, when the San Mateo Junior College
12 (now College of San Mateo) began holding classes in a building it shared with San Mateo High School.
13 Its first college campus was the original Kohl Mansion, built by famed industrialist Charles Polhemus,
14 in San Mateo. It later inherited the high school building. In the years to follow, the College grew by
15 leaps and bounds. The College purchased property on Delaware Avenue, building two structures until
16 World War II interrupted further plans, and students were forced to shuttle between campuses.



San Mateo Junior College students at Kohl Mansion, San Mateo, 1924



San Mateo Junior College, Baldwin Avenue Campus, date unknown

49. As the County grew, so did the needs of its residents for low-cost education. In 1957, following the recommendation of a Citizens' Committee, County voters passed a \$5.9 million bond issue, which allowed the District to purchase land on the current College of San Mateo campus, as well as the land for the future Skyline College in San Bruno, California. A second bond issue passed in 1964, raising \$12.8 million, and allowing the District to finish construction at CSM, and begin construction at Skyline and a third college, Cañada College in Redwood City, California.



College of San Mateo, College Heights Campus, 1964

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Skyline College, date unknown



Cañada College, under construction, date unknown

1 50. The District is governed by an elected Board of Trustees (“the Board”). The Board is
2 comprised of five elected members, each of whom come from a different area of the county, and one
3 non-voting student member. Elected members serve four-year terms, and student members serve one-
4 year terms. The Board authorizes all decisions for the District, and as a public agency, holds open
5 public meetings on a regular basis, pursuant to Gov. Code § 54954.

6 51. The Board is also tasked with appointing the Chancellor of the District. The Chancellor
7 manages the day-to-day operations of the District. In turn, the Chancellor appoints the presidents of the
8 District’s three colleges: Skyline College, College of San Mateo, and Cañada College.

9 52. After the building boom spurred by the bond measures passed by voters in the 1960s, the
10 physical plant of the three campuses remained largely untouched for decades.

11 **B. BOND MEASURES PASSED BY SAN MATEO VOTERS**

12 53. By the end of the 20th Century, the District had a real, growing problem. The bulk of the
13 District’s physical buildings, as discussed *supra*, had been constructed in the 1960s and 1970s. Faced
14 with significant need for rehabilitation due to aging and deferred maintenance, the Board began laying
15 the groundwork for raising the necessary funds for capital improvements. In 1999, the District placed a
16 referendum on the ballot that would issue bonds worth \$148 million for refurbishments. That measure
17 failed to cross the 66% threshold required for passage.

18 54. In 2000, California voters passed statewide Proposition 39, which made it easier for
19 educational districts to raise money via local school bonds by lowering the threshold for approval to
20 55% of yes votes. Proposition 39 also required the governing board of an educational district to appoint
21 a citizens’ oversight board to inform the public about the spending of the bond revenues.

22 55. In 2001, Chancellor Galatolo had ideas about how to quickly consolidate power and
23 exert his influence over the activities of the District. Galatolo, an accountant by training, was aware of
24 Proposition 39 and began privately lobbying the Board for a new bond issue. Galatolo succeeded in
25 getting four bond measures before voters, three of which passed, providing the District with
26 **\$1,063,000,000** in funds:

- 27 • **2001 Measure C:** \$207 million.
- 28 • **2005 Measure A:** \$468 million.

- 1 • **2011 Measure H:** \$564 million, *failed*.
- 2 • **2014 Measure H:** \$388 million.

3 **1. 2001 Measure C**

4 56. The Board obliged Galatolo’s desires for funds and placed a bond measure on the ballot
5 in November 2001, that charged \$7.14 per \$100,000 of assessed property value, or roughly \$22 per
6 homeowner per year. Measure C sought to raise \$207 million. An article in the Half Moon Bay
7 Review quoted Galatolo a month before the election on Measure C, touting the low cost to taxpayers
8 and the District’s desperate need for capital improvements. “I think \$22 is a small price to pay for the
9 low-cost education you get. We’re the best deal in town . . . [t]hese are outdated old buildings and
10 yucky science labs with pitted desks and worn-down, broken, outdated equipment.” Supporters of
11 Measure C reported raising \$160,032 in the lead up to the election, including \$20,000 each from
12 Morgan Stanley of New York and DES Architects & Engineers of Redwood City, and \$40,000 from the
13 San Mateo County Community Colleges Foundation. Measure C passed with 65.3% of the vote.

14 57. The District quickly began implementing its Facilities Master Plan, developed in
15 September 2001. Measure C funds were used on over twenty projects across all three District
16 campuses.

17 **2. 2005 Measure A**

18 58. The District, emboldened by its success in passing and utilizing Measure C funds, turned
19 to a second measure, Measure A. Corporate donations for the new bond measure started pouring in,
20 with many of the donors among Galatolo’s friends. By the end of October 2005, Measure A had
21 received a whopping \$203,460 in contributions, including large donations from building, architecture,
22 engineering and electrical firms. Donations included: \$15,000 from Hensel Phelps Construction Co.;
23 \$5,000 from Alfa Tech, Inc.; \$5,000 from Royston, Hanamoto, Alley & Abey Landscape Architects;
24 \$3,500 from Kwan Henmi Architecture/Planning Inc. from San Francisco; and \$2,500 from Bunton,
25 Clifford & Associates (BCA).

26 59. Measure A, passed in 2005 with 64% of the vote, and authorized the issuance of \$468
27 million in bonds to fund future capital improvements.

28 ///

1 **3. 2011 Measure H (failed)**

2 60. In 2011, District voters rejected a \$564 million bond measure (the first of two “Measure
3 Hs”), narrowly missing the 55% approval threshold. While the measure failed, it is notable in part
4 because of the huge donations to the campaign and the identity of big money contributors. The 2011
5 Measure H campaign, collected \$341,323 by late October, starting with a donation of \$131,822 in
6 January of funds left over from the 2010 campaign. Sixteen other donors, *all corporate*, gave more than
7 \$5,000 to the campaign. Major donors included: construction companies and Galatolo confidants
8 Robert A. Bothman Inc. (\$50,000), Hensel Phelps Construction Company (\$25,000), and McCarthy
9 Building Companies (\$25,000).

10 **4. 2014 Measure H**

11 61. District officials revived the measure in 2014, reducing the bond issuance to \$388
12 million, Measure H passed with 66.2% of the vote. Once again, major donors included a who’s-who
13 from Galatolo’ s rolodex. By the end of September, the Yes on H campaign had garnered \$167,600 in
14 donations. Large donors included: Swinerton Management & Consulting (\$25,000), McCarthy Building
15 (\$25,000), BCA Architects of San Jose (\$20,000), Blach Construction in Santa Clara (\$10,000),
16 Sugimura Finney Architects (\$5,000), Allana Buick and Bers (\$5,000), Level 10 Construction (\$5,000),
17 and MediFit Community Services in New Jersey (\$10,000).

18 **5. Voter Information**

19 62. In total, from 2001-2014, the District raised over \$1 billion in bond funding to support
20 its Facilities Master Plan.

21 63. Galatolo spearheaded the efforts to raise bond money through taxing District
22 homeowners and did so in a way that obscured not only his intentions, but his true goals. Vague,
23 unclear, and general information about the types of projects the District planned to pursue was provided
24 so Galatolo would have maximum flexibility to steer funds to his favorite projects and friends in
25 construction and architecture.

26 64. Galatolo faced scrutiny from taxpayers before the 2014 measure was passed. An article
27 written in the *Almanac* weeks prior to the election called into question the District’s stated mission for
28

1 the bond funds, criticizing the lack of transparency and detail in the list of projects². When Galatolo
2 was asked why the District hadn't included descriptions of buildings with estimated costs in the voter
3 information pamphlet, Galatolo's response was short, and telling: "[n]obody does that."³

4 **C. THE POLITICAL REFORM ACT**

5 65. The Political Reform Act of 1974, Gov. Code § 81000 et seq. (the "PRA") in Gov. Code
6 § 87100 prohibits each and every public official from making, participating in, or in any way
7 attempting to influence a governmental decision in which they knew or had reason to know they had a
8 "financial interest."

9 66. At all relevant times, under Gov. Code § 82408, a "public official" included both the
10 Chancellor, Ron Galatolo, and all employees of the District.

11 67. The PRA in Gov. Code § 87103 provides that a "financial interest" includes: (1) any
12 business entity in which the public official has a direct or indirect investment worth more than \$2,000;
13 (2) any source of income aggregating more than \$250 (subject to adjustment by the Consumer Price
14 Index) received by or promised to the public official within the preceding 12 months; and (3) any donor
15 of, or any intermediary of any donor of a gift or gifts aggregating \$250 (subject to adjustment by the
16 Consumer Price Index) in value promised to or received by the public official within the preceding 12
17 months. In or about 2001, the limit as adjusted by the Consumer Price Index was approximately \$250.
18 Since 2001, the limit has been adjusted numerous times.

19 68. The PRA in Gov. Code §§ 87200, 87203 required public officials to file annual financial
20 reports on a standardized form, called Form 700. ("Form 700"). Beginning in 1995, and at all times
21 thereafter, the PRA in Gov. Code § 89503 prohibited public officials, including community college
22 chancellors and vice chancellors, and public officials who manage public investments, from accepting
23 gifts from any single source in any calendar year with a total value of more than \$250 (subject to
24 adjustment by the Consumer Price Index). In 2021-22, for example, the limit for gifts received was
25 \$520.

26 _____
27 ² See, <http://www.almanacnews.com/news/2014/10/14/construction-firms-heavy-donors-to-bond-measure-for-community-colleges>

28 ³ Dave Boyce, *College Board Measure Faces a New Kind of Opponent*, accessed February 5, 2023, at <https://www.almanacnews.com/news/2014/10/24/college-bond-measure-faces-a-new-kind-of-opponent>.

1 69. Under Gov. Code § 91003(b) of the PRA, a transaction is void or voidable if, as a result
2 of a violation of Gov. Code § 87100, the public entity “might not” have approved the contract or lease
3 if the violation had not occurred. The transactions described in this Complaint would not have been
4 approved if the bribes and gifts made by the Defendants were known to the Plaintiff.

5 **D. THE DISTRICT’S CONFLICT OF INTEREST CODE AND CODE OF ETHICS**

6 70. The District promulgated a “Conflict of Interest Code” pursuant to the PRA. Under
7 Gov. Code § 87300, the District’s Conflict of Interest Code had the force of law. The Conflict of
8 Interest Code incorporated by reference the regulation found at 2 Cal. Adm. Code § 18730. Sections 3
9 through 5 of the Conflict of Interest Code required certain employees (“Designated Employees”),
10 including Galatolo and certain District staff, to file annual Conflict Reports. At all relevant times,
11 Sections 3 and 7 of the Conflict of Interest Code required Designated Employees to disqualify
12 themselves from participating in the making of any decision which would foreseeably have a material
13 financial effect, distinguishable from its effect on the public generally, on any economic interest as
14 defined in Gov. Code § 87103. The Conflict of Interest Code included an appendix, which further
15 designated “Disclosure Categories,” describing categories of investments and business positions
16 District employees were mandated to disclose on their Conflict Reports.

17 71. The District additionally adopted and maintained in effect Administrative Procedures.
18 Administrative Procedure 2.45.1, entitled “Conflict of Interest,” enumerated various limitations on the
19 activities of Board members and District Employees. Notably, paragraph 2 prohibits Board members
20 and employees from being “financially interested in any contract made by them in their official capacity
21 as members of the Board or as employees,” and cites Cal. Gov. Code § 1090. Paragraph 4 requires
22 disclosure of a financial interest in a decision, and mandates public identification of the interest,
23 recusal, and non-participation in the disposition of the matter, citing Cal. Gov. Code § 87100 *et seq.* At
24 all relevant times, the Conflict of Interest Administrative Procedure was in full force and effect.

25 72. The District also adopted and maintained in effect its Board Policy, which included in
26 Number 2.21 thereof a “Policy on Professional Ethics” (the “Ethics Code”). The preamble to the Ethics
27 Code reads “Ethical standards include but are not limited to commitment to the public good,
28 accountability to the public, and commitment beyond the minimum requirements of the law . . . [n]o

1 employee or consultant shall use or permit others to use public resources for personal use or any other
2 purpose not authorized by law.” At all relevant times, the Ethics Code was in full force and effect.

3 73. In conformity with District conflict of interest Policies, bidders were required to attest
4 that they did not have conflicts, the following are exemplars of language used in contracts:

5
6 6. Conflict of Interest. Consultant represents and warrants that it presently has no interest, and shall not have any
7 interest, direct or indirect, which would conflict in any manner with the performance of work and services
8 required under this Agreement. Without limitation, Consultant represents to and agrees with District that
9 Consultant has no present, and will have no future conflict of interest between providing District services
hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other
person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency)
which has any interest adverse or potentially adverse to District, as determined in the reasonable judgment of
District.

10 * * *

11 San Mateo County Community College District

Non-Collusion Affidavit

12 DOCUMENT 00 45 19

13 **NON-COLLUSION AFFIDAVIT**

14 (Public Contract Code § 7106)

15 **NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY THE DESIGN-BUILD ENTITY AND**
16 **SUBMITTED WITH THE PROPOSAL**

17 STATE OF CALIFORNIA)
18)ss.
19 COUNTY OF _____)

20 Principal(s) _____, being first duly sworn, deposes and says that he or she is
21 of _____

22 the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person,
23 partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that
24 the Bidder neither possesses a business relationship with any employee of the District which may be involved in the
25 award or administration of the project nor has received or solicited either directly or indirectly any inside information
26 from an employee of the District which would give the Bidder an advantage over any other bidder; that the Bidder has
27 not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or
28 indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone
shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement,
communication or conference with anyone to fix the bid price of the Bidder or any other bidder, or to fix any overhead,
profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against SAN MATEO
COUNTY COMMUNITY COLLEGE DISTRICT, a public entity, or anyone interested in the proposed contract; that
all statements contained in the bid are true; and further, that Bidder has not, directly or indirectly, submitted its bid price
or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not
pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or
agent thereof to effectuate a collusive or sham bid.

Executed under penalty of perjury under the laws of the State of California.

(Name of Bidder)

(Signature of Principal)

1 **E. CONTRACTORS AND THEIR AGENTS**

2 74. From 2001 to the Present, the District entered into contracts with various contractors
3 pursuant to its Capital Improvement Plans and Facilities Master Plan. Those contractors included: (a)
4 **Allana Buick & Bers**, an architectural firm whose agent at all relevant times was **Karim Allana**; (b)
5 **McCarthy Building Companies, Inc.**, a construction company whose agents at all relevant times were
6 **Richard Henry and Frances Choun**; (c) **BCA Architects**, whose principal and founder was **Paul**
7 **Bunton**; (d) **Robert A. Bothman, Inc.**, whose principal and founder was **Robert A. Bothman**; and (e)
8 **Blach Construction Company, Inc.** whose chairman was **Mike Blach**. As previously noted, the
9 District sues additional Doe Defendants, as the relationship between co-conspirators, including Galatolo
10 and Nuñez and the Doe’s are being scrutinized.

11 75. Co-conspirators Galatolo and Nuñez and District contractors favored by them dealt in
12 various frauds including bid rigging, influence peddling and change order fraud. Further Galatolo
13 fluidly used his authority to approve certain \$50,000 and \$10,000 and under payments to contractors.
14 Galatolo and some of the contractors named in this Complaint even joked about change order scams,
15 ending around a picture of a small boat called the “Original Contract” behind a large boat called the
16 “Change Order.” A joke on the public.



1 **To:** Ball, Jon W.[jball@henselphelps.com]; Galatolo, Ron[galatolo@smccd.edu]; Keith Ulinger[kulinger@hotmail.com]
2 **Cc:** Bennett, Rick[bennetr@smccd.edu]; Da Silva, Linda L.[dasilva@smccd.edu]; Keller, James[keller@smccd.edu]; Nunez,
3 **From:** Henry, Richard[RHenry@McCarthy.com]
4 **Sent:** Wed 8/22/2007 2:26:18 PM (UTC)
5 **Subject:** RE: Change Orders...

6 C'mon Jon...you've been on my boat and know this one has no place to land my helicopter.

7 **F. CO-CONSPIRATOR RONALD GALATOLO**

8 **1. Ron Galatolo Selected as Chancellor**

9 77. On May 23, 2001, the Board appointed Galatolo as interim Chancellor-Superintendent.
10 Prior to his appointment, Galatolo was the District's Executive Vice Chancellor, beginning in 1999.
11 Prior to entering post-secondary education, Galatolo worked as a public accountant. The Board
12 appointed Galatolo to a four-year term as Chancellor on January 25, 2002.

13 78. Galatolo quickly moved to consolidate power and influence over the operations of the
14 District. As Chancellor, he held important oversight and budgetary power. Pursuant to Board Policy
15 8.02, the Chancellor did not need to obtain board approval to enter into contracts on behalf of the Board
16 under certain threshold dollar amounts. Galatolo used this power repeatedly over the course of his
17 employment as Chancellor.

18 79. Galatolo immediately began using his position to hand pick and select the various
19 contractors the District would use to accomplish its Capital Improvement Plans. As Chancellor of the
20 District, Galatolo had immense authority when it came to which buildings would be built, which
21 campuses would benefit, in what order, and reported to the Board.

22 80. Galatolo deliberately surrounded himself with individuals whom he knew would be loyal
23 to him, and only him. In doing so, Galatolo succeeded in focusing his interests not on the day to day
24 governance of the District, but instead on his pet project; enriching himself to the detriment of San
25 Mateo taxpayers, and in violation of his own fiduciary duty.

26 81. As Chancellor of the District, Galatolo was required to complete yearly Statements of
27 Economic Interests, otherwise known as Form 700 disclosures, as required by the PRA. Galatolo did so,
28 yet omitted numerous gifts and favors given to him by Defendants.

1 82. In accepting those gifts and favors, Galatolo became financially interested in awarding
2 contracts to Defendants, and others, including Doe Defendants that are expected to be identified.

3 **2. Galatolo Elevated to Chancellor Emeritus**

4 83. In August 2019, Galatolo negotiated a Chancellor Emeritus contract with the District. In
5 a letter to the Board, Galatolo described himself as “candid, forthright, honest and giving complete
6 information to the Board.” This statement was blatantly false. The District would never have offered
7 Galatolo an amended contract, granting him the same salary while relieving him of the majority of his
8 duties as Chancellor, had the Board known the true extent of Galatolo’s malfeasance, dishonesty, and
9 self-interested conduct.

10 84. In announcing Galatolo’s elevation to Chancellor Emeritus the Board of Trustees issued
11 a press release stating it would be best for the community that Galatolo continue his efforts to turn
12 SMCCCD into a CSU. The release states that: “In order to give the Peninsula region the best
13 opportunity to turn the CSU dream into a reality, both the District and Mr. Galatolo agreed that it would
14 be in the best interest of the concept to have him solely focused on these efforts.” The release
15 characterizes Galatolo as a “visionary thought leader” who has been instrumental in making the District
16 “one of the best in the nation.”

17 **3. Galatolo Fired From Chancellor Emeritus Position After Criminal**
18 **Investigation Surfaces**

19 85. After meeting in closed session on Saturday February 6, 2021, the Board of Trustees
20 publicly announced that it had voted unanimously to terminate its relationship with Galatolo. Attached
21 as **Tab A** is the Board’s statement regarding its February 6, 2021 decision. In part the Board noted that:

- 22 • The Board had been closely monitoring the investigation by the District Attorney;
- 23 • In the course of the District’s cooperation with the District Attorney various matters
24 came to light that had not been presented to the Board by Galatolo, including (1) use of
25 public funds for retirement incentives; (2) undisclosed personal relationships with
26 vendors; (3) undisclosed gifts from contractors that were not reported as required by law;
- 27 • Galatolo hid these matter both when Chancellor and during the seventeen months he
28 served as Chancellor Emeritus;

- The Board gave Galatolo opportunity to provide exculpatory information but Galatolo refused to provide substantive responses, even though he was an employee of the District.

4. Criminal charges brought against Galatolo

86. The Board's action, in terminating Galatolo, was timely because on April 7, 2022 the San Mateo County District Attorney's Office announced criminal charges against Galatolo see **Tab D** (criminal charges). Further, attached as **Tab D** is the DA's public release regarding the charges, which stated that the felony charges stemmed from the following⁴:

- 1) In his personal capacity, former Chancellor Galatolo fraudulently reported a \$10,000 charitable donation to the Santa Rosa Junior College Foundation Fire Relief Fund, made to aid students, staff and faculty in recovering from the Tubbs fire, on his 2017 state income tax return that was actually a donation made by the San Mateo County Community College District Foundation, as reflected in Counts 1 and 2 of the Complaint, violations of Revenue and Tax Code Section 19705 and 19706;
- 2) While serving as Chancellor, Galatolo, with the assistance of Vice Chancellor of Facilities Jose Nuñez, directed construction projects be awarded to vendors from whom he had received and continued to receive multiple valuable gifts, including concert and sporting events tickets and international travel, and with whom he shared financial interests, as reflected in Counts 3-10 in the Complaint, violations of Penal Code Section 424(a)(2) and Government Code Section 1090;
- 3) While serving as Chancellor, Galatolo failed to disclose on his required annual Form 700 that he received numerous valuable gifts from construction firms who had business with the District, as reflected in Counts 11-20 in the Complaint, violations of Penal Code Section 118(a);
- 4) In his personal capacity, former Chancellor Galatolo purchased high-end and classic cars and purposefully under-reported the purchase price to the California DMV as reflected in Counts 20-21 in the Complaint, violations of Penal Code Section 118(a).

⁴ <https://www.smcgov.org/media/69326/download?inline=>

1 87. In September 2022 the San Mateo County District Attorney executed a Search Warrant
2 against the Pahl & McCay Law Firm, which Galatolo, through his criminal defense attorney Charles
3 Smith, objected to. The District Attorney responded by pointing out that Galatolo does not have
4 standing to object to the search warrant:

5 1 STEPHEN M. WAGSTAFFE, DISTRICT ATTORNEY
6 County of San Mateo, State of California
7 State Bar No. 78470
8 400 County Center, 3rd Floor
9 Redwood City, California 94063
10 By: Joseph L. Cannon, Deputy
11 Telephone: (650) 363-4636
12 Attorney for Plaintiff

FILED
SAN MATEO COUNTY

SEP 08 2022

Clerk of the Superior Court

By  DEPUTY CLERK

11 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 IN AND FOR THE COUNTY OF SAN MATEO

13 IN RE MATTER OF SEARCH WARRANT
14 #SBSW 14959

15 FOR: PAHL & MCCAY LAW FIRM
16 225 WEST SANTA CLARA STREET
17 SUITE #1500
18 SAN JOSE, CA 95113

PEOPLE'S BRIEF ON PENAL CODE
1524(C)(2)(b) PROCEDURE AND
19 RESPONSE TO DEFENSE COUNSEL
20 FOR RONALD GALATOLO'S
OBJECTION

21 COMES NOW the Plaintiff, the People of the State of California, by and through their
22 attorneys, STEPHEN M. WAGSTAFFE, District Attorney, and JOSEPH L. CANNON, Deputy
23 District Attorney, and respectfully submits the following Points and Authorities in Regarding Penal
24 Code 1524(c)(2)(b) Procedure and Response to Defense Counsel for Ronald Galatolo's Objection.

25 The People's motion is based on this memorandum and upon any argument that may be made
26 and exhibits to be admitted at the hearing.

27 ∩

28 88. Pahl & McCay and its senior attorney, Stephen Pahl, represented Galatolo in connection
with a dispute with the District. Unknown to the Board until recently, Stephen Pahl and Galatolo
hatched a scheme to have personal attorneys fees and costs for Pahl's representation submitted and paid
by accounting staff at the District. Pahl is an old friend of Galatolo and Karim Allana. In 2016, Pahl and
Karim introduced Galatolo to Lighthouse Bank for his personal "credit needs."

1 * * *

2 **From:** Galatolo, Ron [mailto:galatolo@smccd.edu]
3 **Sent:** Thursday, May 11, 2017 10:45 PM
4 **To:** REDACTED
5 **Subject:** Re: Large wine event May 17th

6 Funny you should say that... I actually have a couple of super hot Russians in the City who like to drink wine, then get naked. I'm
7 totally serious!!! But I understand my little impotent friend!!!

8 Let's go from my office in San Mateo...

9 Take care,

10 Ron

11 * * *

12 **To:** Galatolo, Ron[galatolo@smccd.edu]
13 **From:** REDACTED
14 **Sent:** Fri 5/12/2017 4:04:21 PM (UTC)
15 **Subject:** RE: Large wine event May 17th

16 Send me office address, I will be there 12:30 sharp. Stop getting me in trouble.

17 REDACTED

18 91. Following the bombshell April 2022 criminal charges (**Tab D**) the district began to
19 understand the full extent of Galatolo's corruption. More details of co-conspirator Galatolo's
20 malfeasance are described below in connection with the discussion of ABB and McCarthy transactions.

21 **G. CO-CONSPIRATOR JOSE NUÑEZ**

22 92. Co-conspirator Jose Nuñez ("Nuñez") was the Vice Chancellor of Facilities Planning
23 and Operations for the District. Nuñez assumed the Vice Chancellor role in September 2000.

24 93. In that role, Nuñez was the key point person directing building projects for the District.
25 He and Galatolo worked closely together on all aspects of capital improvements, from bidding, to
26 project oversight. Nuñez facilitated and benefitted from kickbacks received from ABB.

27 94. Nuñez was famed for making quick decisions. He included in his District email
28 signature an unattributed quote: "Don't Be Stopped by "analysis paralysis". Get It Done!" An
additional quote followed: "A good decision executed quickly beats a brilliant decision implemented
slowly".

1 95. Nuñez's leadership style was emblematic of the way business was conducted under
2 Galatolo's regime. Nuñez was Galatolo's sole report, and Nuñez deferred to Galatolo at every turn.
3 When a decision needed to be made, Nuñez ensured that it comported with Galatolo's vision and
4 priorities, especially when it came to building projects.

5 96. As Vice Chancellor of the District, Nuñez was required to complete yearly Form 700s,
6 as required by the PRA. Nuñez did so, yet omitted numerous gifts given to him by Defendant ABB.

7 **1. Criminal Charges Brought Against Nuñez**

8 97. On December 21, 2021, the San Mato County District Attorney's Office announced
9 fifteen felony criminal charges against Nuñez, including:

- 10 • Embezzlement of Public Moneys for assisting in directing the award of the
11 contract to design and build a solar energy system at Cañada College to ABB in
12 2013 and 2014;
- 13 • Twelve counts of perjury for failing to report a number of gifts he received from
14 vendors.
- 15 • Illegally using college district resources to support a campaign for a candidate for
16 district trustee.
- 17 • Illegally using college district resources to support a March 2020 statewide ballot
18 measure, Prop. 13, a bond measure that would have provided \$2 billion to
19 community college capital projects statewide.

20 98. Nuñez was indicted and pleaded no contest to two felonies relating to his illegal
21 activities in violation of his duty to the District, as shown in **Tabs B and C**. More details of Co-
22 conspirator Nuñez' malfeasance are described below in connection with the discussion of ABB and
23 McCarthy transactions.

24 **VI. THE ABB BUILDING TRANSACTIONS**

25 99. As described herein, co-conspirators Galatolo Nuñez began to accept thousands of
26 dollars worth of gifts from ABB, Karim Allana, the principal of Defendant Allana Buick & Bers, and
27 various ABB employees in connection with causing the District to take actions favorable to ABB. The
28

1 District has only recently started to understand the extend of the inappropriate relationship between
2 Galatolo and Allana/ABB.

3 **A. The Cañada College Solar Project**

4 100. In 2013, the District was in the midst of its Capital Improvement Plan 2, using funds
5 from Bond Measure H, which raised \$388 million dollars for districtwide construction projects.

6 101. One of the projects included in the plan was a project for a solar photovoltaic array at
7 Cañada College (the “Solar Project”). The District advertised the project as a design-build project, and
8 solicited bids for the project. Following the passage of Proposition 39, a green-energy initiative, the
9 District was able to use state funds to defray the majority of the cost of the project.

10 102. Ten qualified vendors were identified and invited to submit proposals through a Request
11 for Proposal (“RFP”) process. One of those firms was Defendant Allana Buick & Bers, and Galatolo
12 was intimately involved in the selection process.

13 103. As detailed above, Galatolo had a close personal relationship with Karim Allana. Karim
14 Allana was aware of Galatolo’s position as Chancellor, and how that position could benefit his
15 company. Galatolo rewarded ABB with contracts on behalf of the District.

16 104. ABB also quickly identified the importance of Nuñez to its efforts to secure District
17 business. ABB also lavished gifts on Nuñez, including tickets to sporting events, expensive meals, and
18 other inducements in return for his assistance in receiving contracts with the District, as detailed in part
19 above.



1 105. The bidding process for the Solar Project ended with two finalists: ABB and Cupertino
2 Electric. In a presentation to the Board on December 11, 2013, District Energy Management
3 Coordinator Joe Fullerton asserted that the vendor would be selected according to the provisions of
4 Gov. Code § 4127.12, requiring findings by the Board that the winning bid would provide the “best
5 value” based on the cost of the project to the District being less than the anticipated marginal cost to the
6 District of the energy that would have been consumed absent the project’s construction.


7 106. ABB submitted its bid, in the total of \$5,444,863 on November 21, 2013. The District
8 asked ABB to submit a Best and Final Offer by December 13, 2013 at 2 p.m. PST.

9 107. Cupertino Electric submitted its Best and Final bid at 1:40 p.m. PST on December 13,
10 2013, as reflected in this e-mail (note the e-mail reflects UST, 9:40 p.m. UTC equates to 1:40 p.m.
11 PST):

12
13 **To:** Tim Jensen[Tim_Jensen@CEI.com]; Hempel, Peter[hempelp@smccd.edu]; Christina
Hatzistratis[Christina_Hatzistratis@CEI.com]
14 **Cc:** Fullerton, Joseph[fullertonj@smccd.edu]; Nunez, Jose[nunezj@smccd.edu]; Powell, Karen[powellk@smccd.edu]; Daley,
Anne[daleya@smccd.edu]; Simon Olivieri (simon_olivieri@newcomb.cc)[simon_olivieri@newcomb.cc]; Russell Driver
(russell_driver@newcomb.cc)[russell_driver@newcomb.cc]
15 **From:** Brian Brisbin[Brian_Brisbin@CEI.com]
Sent: Fri 12/13/2013 9:40:00 PM (UTC)
Subject: RE: CANADA COLLEGE SOLAR PHOTOVOLTAIC SYSTEM PROJECT - Request for Best and Final Offer
[Canada College PV BAFO.pdf](#)
16
17 Peter,
18
19 Thank you again for your consideration. Please see attached BAFO (cover letter and updated bid form). Please let us know if you
have any questions.
20
21 Thanks, Brian

20 ///
21 ///
22 ///
23 ///
24 ///
25 ///
26 ///
27 ///
28 ///

1 108. ABB then submitted a package at 1:55 p.m. PST, as reflected in the following e-mail
2 (note 9:55 p.m. UTC equates to 1:55 p.m. PST):

3 To: Hempel, Peter[hempelp@smccd.edu]; Karim Allana[karim@abbae.com]; Alex Kaffka[akaffka@abbae.com]
4 Cc: Fullerton, Joseph[fullertonj@smccd.edu]; Nunez, Jose[nunezj@smccd.edu]; Powell, Karen[powellk@smccd.edu]; Daley,
5 Anne[daleya@smccd.edu]; Simon Olivieri (simon_olivieri@newcomb.cc)[simon_olivieri@newcomb.cc]; Russell Driver
(russell_driver@newcomb.cc)[russell_driver@newcomb.cc]
6 From: John Olsson[jolsson@abbae.com]
7 Sent: Fri 12/13/2013 9:55:08 PM (UTC)
8 Subject: RE: CAÑADA COLLEGE SOLAR PHOTOVOLTAIC SYSTEM PROJECT - Request for Best and Final Offer
9 [Final.pdf](#)
10
11 Peter
12
13 Attached for your review is ABBAE's Best and Final Offer. This email includes those sections that are changed from our original
14 proposal.
15
16 Five full binders and a thumb drive are in route to you. The binders and thumb drive includes all sections of the proposal.
17
18 Please let me know if you have any questions.
19
20 Thank you
21
22  John Olsson
Project Executive
Allana Buick & Bers Inc.

13 109. However, ABB was then permitted to correct its bid after the 2 p.m. deadline, as
14 evidenced by this e-mail sent at 3:45 p.m. PST **three days later** (note 11:45 p.m. UTC equates to 3:45
15 p.m. PST):

16 To: Hempel, Peter[hempelp@smccd.edu]; Karim Allana[karim@abbae.com]; Alex Kaffka[akaffka@abbae.com]
17 Cc: Fullerton, Joseph[fullertonj@smccd.edu]; Nunez, Jose[nunezj@smccd.edu]; Powell, Karen[powellk@smccd.edu]; Daley,
18 Anne[daleya@smccd.edu]; Simon Olivieri (simon_olivieri@newcomb.cc)[simon_olivieri@newcomb.cc]; Russell Driver
(russell_driver@newcomb.cc)[russell_driver@newcomb.cc]
19 From: John Olsson[jolsson@abbae.com]
20 Sent: Mon 12/16/2013 11:45:46 PM (UTC)
21 Subject: RE: CAÑADA COLLEGE SOLAR PHOTOVOLTAIC SYSTEM PROJECT - Request for Best and Final Offer
22 [12 - bid breakdown BAFO 12-13-13 post bafo.pdf](#)
23 [P1 - Cover Letter ABBAE BAFO Corrected.pdf](#)
24 [P3 - Executive Summary - BAFO Corrected.pdf](#)
25
26 Peter
27
28 Attached, please find the correct version of ABBAE's Best and Final Offer breakdown, along with a revised cover letter and
executive summary. We inadvertently used and sent in an incorrect excel pricing sheet last Friday.

I apologize for any confusion.

Thank you

John Olsson

ABBAE

///

///

1 110. ABB's bid on December 13, 2013 was for \$4,929,237, however, that is not the end of
2 the story. ABB was permitted to revise its bid and submitted a new bid of \$4,531,046 on December 16,
3 2013. This is the amount reflected in the District contract with ABB signed on January 9, 2014. But
4 again, this is not the end of the story. After four change orders the project cost rose to \$4,985,005 on
5 January 6, 2015 (an amount that was even more than ABB's December 13, 2013 bid, which ABB was
6 allowed to revise downward to get the contract, and an amount significantly over Cupertino's last bid).

7 111. Galatolo exerted undue influence on the selection of the winning vendor, by pressuring
8 the committee responsible for choosing the winner to alter the scores of the bidding process to make
9 ABB the top scorer, when Cupertino Electric was the actual top scorer. Galatolo also overrode the
10 recommendation of Newcomb Anderson McCormick, the professional consulting firm hired by the
11 District to assist with the Solar Project.

12 112. Issues have since arisen as to whether Allana was actually ever pre-qualified as a District
13 construction vendor, as required by District rules.

14 **B. Galatolo and Karim Allana Take a Three Week Vacation to the Middle East and**
15 **Asia Under Guise of District Business**

16 113. Ron Galatolo and Karim Allana mastermind a junket to the Middle East and Asia to
17 vacation on the District's dime while purporting to be on "official" business. Jose Nuñez and Jing Luan
18 assisted with the scheme and joined Galatolo and Allana for parts of the trip. Galatolo and Allana
19 traveled from Dubai to Bali together, visiting the following countries:

- 20 • Dubai, UAE (April 3 – 4, 2017)
- 21 • Nepal (April 5 – April 7, 2017)
- 22 • Pakistan (April 7 – April 15, 2017)
- 23 • Singapore and/or Kuala Lumpur (April 15 – April 16, 2017)⁵
- 24 • Indonesia (April 16 – April 24, 2017)

25 _____
26 ⁵ The exact details of portions of the trip are unclear, for instance the District found an e-mail from
27 Karim Allana's personal assistant stating "Jing mentioned that the major meeting originally set for
28 Singapore will likely be moved to Jakarta. Therefore travel to Singapore is no longer needed. Last I
checked, he was setting up a meeting in Kuala Lumpur for Saturday 4/15 with a real estate tycoon and
construction company owner. Jing tentatively has the meeting set for lunch."

1 114. On April 24, 2017, Jing Luan, Ron Nuñez and Ron Galatolo flew from Bali back to San
2 Francisco. Allana travelled with Galatolo until the end of the trip in Bali. Jing Luan does not appear to
3 have travelled with Galatolo and Allana in Dubai.

4 115. The District recently learned that Galatolo, Allana and Luan started planning their
5 vacation in or about Sunday October 16, 2016 when Luan e-mails Galatolo a link to a vacation planning
6 website for Nepal called Rough Guides.



14 116. Galatolo promptly looped his friend Karim Allana into the planning:

To: Galatolo, Ron[galatolo@smccd.edu]
From: Karim Allana[karim@abbae.com]
Sent: Sun 10/16/2016 8:17:11 PM (UTC)
Subject: Re: best time to travel to Nepal

Ron

You want to go in October or march? What is your preference? Spring or fall?

Karim Allana, PE
CEO

Allana Buick & Bers
www.abbae.com

(650)543-5600

Please pardon my misspellings. Sent from my iPhone

* * *

1 On Oct 16, 2016, at 1:09 PM, Galatolo, Ron <galatolo@smccd.edu> wrote:

2
3 Let's start planning this trip!!!

4 Sent from my iPhone

5 Begin forwarded message:

6 **From:** "Luan, Jing" <luan@smccd.edu>
7 **Date:** October 16, 2016 at 11:25:08 AM PDT
8 **To:** "Galatolo, Ron" <galatolo@smccd.edu>
9 **Subject:** best time to travel to Nepal

10 <https://www.roughguides.com/destinations/asia/nepal/when-to-go/>

11 Jing Luan, Ph.D.
12 President, San Mateo Colleges of Silicon Valley
13 Provost, International Affairs, San Mateo CCCD
14 Cañada College, College of San Mateo, & Skyline College

15 117. As demonstrated by this exchange the trip started as vacation planning. There is no
16 legitimate reason why the CEO of an architectural firm with District contracts should be traveling with
17 District employees to the Middle East and Asia.

18 118. Karim Allana and Ron Galatolo spent lots of time conferring on the details of their
19 vacation. For example, many emails were exchanged trying to arrange a tour guide for Dubai to visit
20 "Burj and other key places in Dubai." They also spent time choosing a hotel, after discussing the Ritz
21 Carlton (and its \$100 resort credit) settled on the iconic Taj Dubai, which then told Karim's assistant at
22 ABB to book.



26 *Photos of Taj Duba⁶*

27
28 ⁶ <https://www.tajhotels.com/en-in/taj/taj-dubai/image-gallery/>
<https://www.trivago.com/en-US/oar/hotel-taj-dubai?search=100-3584510>

1 119. Karim was born in Pakistan and it is clear that the Pakistan leg of the trip was planned as
2 a way for Karim and Galatolo to vacation in Karim's home country.

3 To: [REDACTED] Karim Allana[karim@abbae.com]; Galatolo,
4 Ron[galatolo@smccd.edu]; blessed.ent@cyber.net.pk[blessed.ent@cyber.net.pk]; [REDACTED]
5 From: Luan, Jing[luan@smccd.edu]
6 Sent: Sat 4/8/2017 8:10:33 AM (UTC)
7 Subject: trip on G. Allana Road



16 120. Galatolo then forwards the picture to his wife/girlfriend and daughter and points out that
17 the "G. Allana Road" was named for Karim's grandfather – further evidence that the trip was planned
18 as a vacation catered to Galatolo and Allana's friendship and not as a legitimate District work trip:

19
20 From: Galatolo, Ron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=7535d42b63a14656ac4336aa67341f8-Galatolo, Ron]
21 To: [REDACTED] Krista Galatolo [kristagalatolo@gmail.com]
22  IMG_5547.JPG
23 407.9 KB
24 Love it!!!!!! 😍😍😍😍
25 All of us driving down the main street in Karachi named after Karim's grandfather... so cool!!!!
26 Sent from my iPhone

27 121. Karim/ABB provided Galatolo a free upgrade to business class on the flight to Dubai,
28 which was not disclosed by Galatolo to the District. In 2017, the limit for gifts to a local official
received from a single source in a single calendar year was \$470. The upgrade to business class on the
April 2017 flight far exceeded \$470 in value. Galatolo made no disclosure of the trip on his Form 700

1 and did not make any attempt to reimburse Karim Allana for its value, as required by Government Code
2 § 82028(b)(2).

3 122. It appears that Karim Allana arranged a helicopter expedition to Mount Everest with Ron
4 Galatolo on the trip with a company called Amigo Treks⁷.



16 123. In Pakistan Karim Allana's brother, Ghulamali (who they often referred to as "GA")
17 showed them around and Galatolo and Jing Luan met Karim's extended family.

18 Bcc: Galatolo, Ron[galatolo@smccd.edu]
19 To: Karim Allana[karim@abbae.com]; blessed.ent@cyber.net.pk[blessed.ent@cyber.net.pk]; Luan, Jing[luan@smccd.edu]
From: galatolo@smccd.edu[galatolo@smccd.edu]
20 Sent: Sat 4/22/2017 8:33:07 AM (UTC)
Subject: Re:
21
22 Dear Ghulamali,
23 I can't begin to thank you enough for the time you spent with us in Karachi and Hunza... I hope you also had many
opportunities to enjoy your Land Cruiser... that's such a sweet car!!! Like your brother, you are such a kind soul and
24 generous man!!! However, I'm sure in your younger days you were (as we say in America) "hell on wheels"!
25 I look forward to seeing you again soon and wishing you a safe journey home. Thank you again for everything as well as
helping me with shipping the paintings to the U.S.!!!!
26 All my very best,
Ron
Sent from my iPhone

28 ⁷ <https://www.amigotrekking.com/everest-helicopter-tour-group-join.html>

* * *

To: Karim Allana[karim@abbae.com]
Cc: blessed.ent@cyber.net.pk[blessed.ent@cyber.net.pk]; Galatolo, Ron[galatolo@smccd.edu]
From: Luan, Jing/[O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=7D6557C73C4B478F8BC95170DE228549-LUAN, JING]
Sent: Sat 4/22/2017 6:12:35 AM (UTC)
Subject: Re:

GA, Karim said it well! Fun aside, I'm so happy to meet you and your extended family. The warmth and friendship is so genuine and pure that I won't ever forget.

Today I relax and tomorrow I embark on my journey home, so are Karim and Ron. The trip will be the longest of "20 minutes" by GA's measure. hehehe

Jing
(Input may be by dictation with autocorrect)

Jing Luan, Ph.D.
President, San Mateo Colleges of Silicon Valley
Provost, International Affairs, SMCCD
(Cañada, CSM & Skyline)
Skype: jingluan888
WeChat: shibaqian18000
www.smccd.edu/international

On Apr 22, 2017, at 12:59, Karim Allana <karim@abbae.com> wrote:

We had a great time in Karachi and Hunza. Trip of a lifetime. Thank you so much for everything!!

Karim Allana, PE
CEO

Allana Buick & Bers
www.abbae.com

124. In Bali, Galatolo was drinking, partying and vacationing with Karim:

Re: Bali, hi James Sent: Sun 4/23/2017

From: Galatolo, Ron [mailto:galatolo@smccd.edu] (mailto:galatolo@smccd.edu)
To: [redacted]@jcellars.com.au [mailto:[redacted]@jcellars.com.au]
Cc: Karim Allana [mailto:karim@abbae.com], [redacted]

We had a great time too... got in late, just achieving consciousness... but will be **poolside** in a bit.

Take care.

Ron

Sent from my iPhone

> On Apr 23, 2017, at 10:16 AM, [redacted]@jcellars.com.au <[redacted]@jcellars.com.au> wrote:
>
> Morning guys.
>
> Great fun last night.
> Karim we appreciate your generosity
>
> I trust we will see you **poolside** today.
>
> [redacted]

1 127. It appears that Galatolo did in fact secure admission for official's friend:

2 To: [REDACTED]@gmail.com [REDACTED]@gmail.com
3 Cc: Galatolo, Ron[galatolo@smood.edu]
4 From: Karim Allana[karim@abbae.com]
5 Sent: Fri 7/14/2017 11:22:59 PM (UTC)
6 Subject: Re: [REDACTED]

7 [REDACTED]
8
9 Congratulations! I am very excited for you and wish you the best.

10 Love to meet up with you and you dad. If you guys are ever visiting Northern California, please let us know. Ron and I would love to meet you in person.

11 Best regards

12 Karim Allana, PE
13 CEO

14 Allana Buick & Bers
15 www.abbae.com

16 (650)543-5600

17 Please pardon my misspellings. Sent from my iPhone

18 On Jul 14, 2017, at 4:06 PM, [REDACTED]@gmail.com <[REDACTED]@gmail.com> wrote:

19 Hello Karim Uncle,

20 Hope this email finds you well!

21 I am pleased to inform you that I've been offered an admission to USC for Spring 2018 and LMU for Fall 2017.

22 I must thank you for your personal efforts in helping to secure my admissions.

23 Please give us a chance to extend our hospitality to you when you come to Los Angeles.

24 Hope to meet you soon!

25 With Sincerest Regards,

26 [REDACTED]

27 Sent from my iPhone

28 * * *

29 To: Karim Allana[karim@abbae.com]
30 From: Galatolo, Ron[galatolo@smccd.edu]
31 Sent: Fri 7/14/2017 11:44:01 PM (UTC)
32 Subject: RE: [REDACTED]

33 Excellent news, Karim... I also just got [REDACTED] admitted to SFSU this coming Fall term...

34 Take care,

35 Ron

36 Ron Galatolo
37 Chancellor
38 San Mateo County Community College District

1 128. The “Josh” in the e-mail appears to be Galatolo’s step-son. Karim responds to the last
2 email by thanking Galatolo, to which Galatolo responds: “*Anytime and anything for you, Karim...that*
3 *simply goes without saying!!*”

4 129. Following the long trip, in May 2017, Karim Allana offers his brother a job working to
5 secure Pakistani students:

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From: Karim Allana [mailto:karim@abbae.com]
Sent: Thursday, May 04, 2017 7:56 AM
To: Luan, Jing <luan@smccd.edu>
Cc: Ghulamai Allana <blessed.ent@cyber.net.pk>; Galatolo, Ron <galatolo@smccd.edu>

Subject: Re: Proposal from San Mateo Colleges of Silicon Valley

GA

Are you potentially interested in being an agent to promote CSV? I believe the college will pay you a certain amount of money per student and you can charge students as well. You can potentially make \$4k to \$6k per student. In Nepal, the agency that took this on now has over 200 students a year.

Jing, you can probably explain it best. Also, feel free to call GA and talk in person.

Thanks

Karim Allana, PE
CEO

Allana Buick & Bers
www.abbae.com

(650)543-5600

Please pardon my misspellings. Sent from my iPhone

22 130. In response to this email Jing Luan tells Ghulamai Allana that the pay would be less and
23 paperwork would be needed, to which Ghulamai responds that he will pass on the offer but would be
24 willing to be an “honorary representative in Pakistan.” While it does not appear that Ghulamai made it
25 on the payroll, the exchange is deeply troubling and is indicative of the inappropriate relationship
26 between Karim and Galatolo.

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1 **C. Other Improper Relations Between Karim Allana and Co-Conspirators Galatolo**
2 **and Nuñez**

3 131. In addition to the Middle East/Asia trip, Karim Allana and Galatolo, and to a lesser
4 extent Nuñez, enjoyed extravagant trips, outings and gifts from Allana and his company ABB.

5 132. In 2014, ABB gave Jose Nuñez tickets to the Eagles’ “History of the Eagles” concert
6 tour.

7 133. In 2016, and 2017 Karim (and Stephen Pahl) introduced Galatolo to Lighthouse Bank to
8 help with personal finances and lending.

9 134. In March 2017, Allana and Galatolo planned a trip to Yountville Live a wine country
10 food, wine and music event.

11 135. In April 2017 (while in Pakistan together), Galatolo worked with Karim Allana and
12 ABB on plans for a solar project at Galatolo’s Lahaina Hawaii home. ABB’s help with Galatolo’s
13 Hawaii property for more than a year (until at least July 2018). At one point an ABB architect seemed
14 exasperated to have to help with Galatolo’s Hawaii home given that he had not worked on a
15 “residential” project for years. Karim Allana arranged for the Kihei office of ABB to “observe” the
16 install at Galatolo’s vacation home.

17
18 From: Karim Allana
19 Sent: Sunday, May 27, 2018 5:51 PM
20 To: Bill Jenkins <bjenkins@abbae.com>; Ron Galatolo <galatolo@smccd.edu>
21 Cc: Joseph Higgins <jhiggins@abbae.com>
22 Subject: Home solar installation
23
24 Bill
25 I want to introduce you to my friend Ron Galatolo. We helped him get a permit for solar for his house in Ka’anapali. He has hired
26 Rising Sun solar to install the panels. They are scheduled to install it week of July 16-19th. I would like you to go to his house during
27 the install and check the work and help him observe.
28 Ron, please send all shop drawings and product literature to Bill and Joe.
 Thanks
 Karim Allana, PE
 CEO, Senior Principal

* * *

To: Bill Jenkins[bjenkins@abbae.com]
Cc: Karim Allana[karim.allana@gmail.com]
From: Galatolo, Ron[galatolo@smccd.edu]
Sent: Tue 6/12/2018 11:33:17 PM (UTC)
Subject: RE: Home solar installation
[Galatolo ID16625 CGS Conditional Approval Adjusted.pdf](#)
[Galatolo, Ron \[16951\]-Roof Map.pdf](#)
[Galatolo, Ron \(30\)SPR345 bid.pdf](#)

Hi Bill,

Thanks for reaching out... attached I've included the solar contract, project layout and approval letter from MECO. The install is set for the week of July 16th... so Monday (July 16th) would be a good day to start engaging the Rising Sun team (if not before) and to make sure we're all on the same page. I would also appreciate your input, guidance and inspection of the install – including the battery system. The contact at Rising Sun is Mitch Sanders. My address is: 42 Holomakani Place, Lahaina (off Halelo)... just across the street from Ka'anapali Parkway on the Kai Course. My phone is: 650.400.4222

Again, I greatly appreciate your assistance and look forward to meeting you in mid-July!!

All my best,

Ron

Ron Galatolo
Chancellor
San Mateo County Community College District

From: Bill Jenkins <bjenkins@abbae.com>
Sent: Tuesday, June 12, 2018 3:40 PM
To: Galatolo, Ron <galatolo@smccd.edu>
Cc: Joseph Higgins <jhiggins@abbae.com>; Karim Allana <karim@abbae.com>
Subject: RE: Home solar installation

Aloha Ron:

Let me introduce myself, I am Allana Buick & Bers Maui Operations Manager for our Kihei office. It's a pleasure to make your acquaintance, and I would be happy assist in observation of your solar panel system install. What would be a good date and time me to stop by during installation?

In the meantime, please send me your contact information (phone number, address, etc), and forward any documentation you may have for this installation (shop drawings, product literature, etc)?

Mahalo



Bill Jenkins
Senior Consultant

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1 136. The following is a picture of Galatolo’s Maui property (solar panels not visible from
2 street):



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21 137. Galatolo did not disclose the free services from ABB, Allana and other ABB employees
22 to the District.

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1 138. In September 2017, ABB and Karim Allana helped Galatolo with yet another of
2 Galatolo's personal investment properties, this one part of Menlo Towers:

3 To: Kathleen Mehigan[kpmehigan@msn.com], Allanah Beh[allanahb@sbcglobal.net], Galatolo, Ron[galatolo@smccd.edu], Dick
4 Williams[richmenlo@sbcglobal.net], Greg Mellberg[gregmellberg@yahoo.com]
5 From: Greg Mellberg[gregmellberg@yahoo.com]
6 Sent: Wed 9/27/2017 12:23:29 AM (UTC)
7 Subject: Menlo Towers - Rear Plaza Coating

8 Fellow Board Members -

9 Last Wednesday 9/20, Ron Galatolo and I met with Karim Allana, a principal at the firm Allana, Buick & Bers of Palo Alto. Karim is a friend of
10 Ron's and a waterproofing specialist. We met on the rear plaza and reviewed the existing conditions. He had many good insights and
11 suggestions on how we could move forward with a new waterproof deck. In the end, Ron and I agreed to have them do some initial work on a
12 Time & Material (T&M) basis in the \$300 - \$400 range. The first task will be to generate a specification for the new coating and have a meeting
13 with 2 waterproofing firms and get 2 bids to do the new work. They will schedule this with 2 firms that have already done work here at Menlo
14 Towers of have bid work in the past. Karim feels both firms are qualified and reputable. They are -

15 1.) Authentic Restoration & Waterproofing - they did the deck coating in 2009 at a cost of \$98,765.

16 2.) Everest Waterproofing & Restoration - they bid on a new coating in 2015 for a cost of \$45,880.

17 Karim thinks the new coating may cost somewhere in between the above 2 quotes due to repairs to the cracks in the existing surface. Once
18 we get the 2 new bids we can present them to the entire Board for review and discussion. We hope we can get them soon so that, if accepted,
19 we can have the new topping applied this year before the rainy season. Karim's firm has also proposed to oversee the repair and installation of
20 the new coating to insure quality on a T&M basis (perhaps in the \$2,000 - \$3,000 range). I will keep you posted as we get more information.
21 Regards, Greg

22 139. The assistance with the Menlo Towers property was not disclosed to the District.

23 140. In June 2017, Galatolo arranged for Karim Allana's relative to work at the District:

24 To: [REDACTED]
25 Bcc: Karim Allana (karim@abbae.com)[karim@abbae.com]
26 From: Galatolo, Ron[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP
27 (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=7535D42B63A14656ACF4336AA67341F8-GALATOLO, RON]
28 Sent: Thur 6/1/2017 6:09:45 PM (UTC)
Subject: District Office Visit...

Dear [REDACTED]

Our CFO, Bernata Slater, will be contacting you shortly to arrange a meeting with her and the key accounting staff. We might have
a "temporary" position available for you that would potentially lead to full time employment. This is super exciting... and I hope
you join our team!!!

All my best,

Ron

Ron Galatolo
Chancellor
San Mateo County Community College District

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Pictures of Place des Vosges, Paris, an exclusive enclave of the city⁸

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⁸ <https://bonjourparis.com/wp-content/uploads/2019/12/pdv1.jpg>
<https://www.charlottetoparis.com/field-notes/exploring-paris-place-des-vosges>

1 141. Later in June 2017, Karim Allana asked Galatolo to use political connections to have a
2 government official officiate at his wedding to Shahrzad Dehdari, a Foster City dentist (the requests
3 were turned down). Karim then moved the wedding from San Francisco's City Hall to the Julia Morgan
4 Ballroom and Galatolo was an honored guest.

5 142. In or about October 2018, Galatolo, Karim Allana, and two other ABB principals,
6 Eugene Buick and Gerson Bers, purchased an apartment near the famous Place des Vosges, Paris,
7 France (the "Paris Property").

8 143. In January 2019, Galatolo tells a friend about plans to travel to France with Karim
9 Allana:

10 **Re: Your Trip to France** Sent: Sun 1/13/2019 8:46:35 PM (UTC)
11 From: Galatolo, Ron [mailto:RON.GALATOLO@SMCCD.EDU] ADMINISTRATIVE GROUP (FYD0BIHQ5POPT) <SGORNTN3L735D@SMCCD.EDU>
12 To: Giovanni [REDACTED]
13 Hey Giovanni... first and foremost, you are always welcome to join me (us) anywhere!!! I'm really looking forward to seeing you (and, of course, [REDACTED] I am traveling alone, but Karim is bringing his wife [REDACTED] so it would be great if you
14 brought your wife too - especially to taste some wonderful vino in Burgundy!!!
15 We are staying at The Le Cop in Beaune from February 6th - 8th (leaving the afternoon of the 8th for Paris)
16 Our tentative tasting schedule is Bouchard at 4pm on the 6th, [REDACTED] at 10am on the 7th and La Madison at 2:30pm on the 7th. We are guests of [REDACTED] who owns many wineries in Napa (Raymond, JCB, etc.) and France
17 (a few we'll be tasting at). He's good friends with Karim, so we should be in good hands and [REDACTED] was personally responsible for arranging the tastings noted above.
18 Again, it would be great to see you anywhere along our venture!!!!
19 All my very best,
20 Ron

17 144. The trip to France is mentioned when Galatolo reaches out to Karim Allana to plan
18 Tahoe skiing trips:

19 **To:** Karim Allana[karim@abbae.com]
20 **Cc:** Maggie Willems[mwillems@abbae.com]
21 **From:** Galatolo, Ron[galatolo@smccd.edu]
22 **Sent:** Wed 1/16/2019 8:59:07 PM (UTC)
23 **Subject:** Re: Tahoe dates this year
24 Yes... I'm planning on going the weekend of January 26th... might actually arrive late on Thursday (depending on weather). You are
25 more than welcome to stay with me if your place is booked. Regarding late February and March... I plan to go "any" available weekend
26 if the weather gods are also aligned!!!
27 Sent from my iPhone
28 > On Jan 16, 2019, at 11:24 AM, Karim Allana <karim@abbae.com> wrote:
>
> Ron
>
> Have you formed up any Tahoe trips for skiing this year? Are you going to take the weekend after we return from France? Or March
> 1st weekend?
>
> Karim Allana, PE
> CEO, Senior Principal
>
> Allana Buick & Bers

1 145. In 2020, Karim Allana sent an email from ABB to Jose Nuñez inviting Nuñez to invest
2 in a private real estate deal:

3 To: Nunez, Jose[nunezj@smccd.edu]
4 From: Karim Allana[karim@abbae.com]
5 Sent: Mon 10/12/2020 11:44:18 PM (UTC)
6 Subject: [EXTERNAL] Special invitation to invest in The Carlysle
7 [The Carlysle offering from Acquity.pdf](#)

8 Hello Jose,

9 As you already know, I am one of the four major partners in Acquity Realty, a real estate
10 development company based in San Jose, CA. Acquity specializes in multi-family and mixed
11 use projects mainly in the San Jose area. Our latest development project is called the Carlysle.
12 My partners and I have worked very hard to get this project entitled and I am very excited to
13 invite you to invest in the project with us. The investment opportunity is one of the best that I
14 have participated in and pleased to offer you the opportunity to invest in it.

15 **D. Other Projects Awarded to ABB**

16 146. In addition to the Solar Project described in Section VI(A), throughout the
17 Galatolo/Nuñez/Allana friendship ABB was awarded several of contracts. A list of some of the
18 contracts are attached as **Tab E**. This timeline of contracts can be compared to the timeline of gifts to
19 see how gifts and favors from ABB/Allana translated into Galatolo/Nuñez directed contracts to ABB.

20 147. Galatolo continued to reward ABB for these kickbacks and gifts, guaranteeing their
21 receipt of further contracts with the District in 2015 (\$500,000), the aforementioned 2017 contract (\$1.5
22 million), 2018 (\$250,000), March 2019 (\$750,000), and July 2019 (\$900,000), all of which were
23 contracts Galatolo had a financial interest in based on his prior inducements given by ABB and its
24 principal Allana.

25 148. At no time did Galatolo reveal the true extent of his relationships or scheme with ABB
26 or its principals to the District Board.

27 149. As described *supra*, Galatolo, as a public official, signed under penalty of perjury yearly
28 California Forms 700, which list the gifts and financial interests of public officials. Galatolo was
29 obligated to disclose five different categories of investments and business positions pursuant to the
30 District's Conflict of Interest Code. In pertinent part, Category 1 requires disclosure of "[a]ll
31 investments and business positions and sources of income from business entities that do business with
32 the District." From 2011-2020, Galatolo declared that he only received gifts under the statutory limit in

1 Gov. Code § 89503 from ABB, when he knew that those statements were false. He did not include any
2 details on his Forms 700 pertaining to the upgrade to business class, the work done on the Maui
3 Property, or his financial interest in the Paris Property.

4 150. Similarly, from 2008-2019, Nuñez failed to accurately fill out his own Forms 700,
5 routinely omitting or undercounting the number of gifts he received above the prescribed limit for a
6 public official. In particular, Nuñez did not report the correct number of gifts received in 2013,
7 including gifts from ABB for his part in awarding ABB the Solar Project. At no time did Nuñez reveal
8 the true extent of his relationships or his scheme with ABB or its principals to the District Board.

9 151. For its part, ABB actively hid monetary kickbacks and gifts given to Galatolo from the
10 District. Galatolo actively hid his fraudulent activities from the District as well, preventing any
11 reasonable suspicion or discovery of those activities until Defendant Jose Nuñez was indicted by a San
12 Mateo County grand jury in 2021.

13 152. As a result of the bribes and inducements given to Galatolo and Nuñez by ABB and its
14 principals, and the concealment by Galatolo and Nuñez to the District in receiving those bribes and
15 inducements in order to award contracts to ABB, all of the ABB contracts are tainted by Galatolo and
16 Nuñez's dishonest and fraudulent conduct.

17 **VII. THE McCARTHY BUILDING TRANSACTIONS**

18 **A. Key McCarthy Projects**



28 *Figure 8: Cañada College Building 23, Science and Technology*

1 153. **McCarthy Building Companies, Inc.** (“McCarthy Building”), is a general contractor
2 that specializes in constructing large-scale institutional building projects. In 2021, it generated over
3 \$3.8 billion in revenue.

4 154. McCarthy Building bid for and constructed several building projects on District
5 property, beginning in 2006. The total cost to the District for the four projects listed below was **well**
6 **over \$200 million.**

- 7 • **College of San Mateo:** Building 36, Integrated Science Center and Planetarium,
8 in 2006, \$28 million;
- 9 • **Cañada College:** Building 5/6 Renovation as General Contractor in 2008, \$10
10 million;
- 11 • **College of San Mateo:** Building 10N, College Center, as Design Build
12 Contractor and Building 5N, Health and Wellness, as Architecture/Planning
13 Design Build Contractor in 2008, with a combined project cost of \$220 million;
- 14 • **Cañada College:** Central Plant Upgrade as General Contractor in 2017, \$2
15 million.



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College of San Mateo Building 5: Workforce, Wellness, and Aquatics

1 **B. Improper Relations Between McCarthy Construction, McCarthy Principals,**
2 **Galatolo and Nuñez**

3 155. As previously described, over the course of Galatolo’s early tenure as District
4 Chancellor, he became friendly with stakeholders in the construction industry, who he realized could
5 feed his desire to live a rich lifestyle far beyond his means. A main plank of his strategy to bring bond
6 funds and business to the District, and in turn, make illicit profits for himself, was to ingratiate himself
7 with key individuals within construction companies, much like his relationship with ABB. He
8 developed a similar relationship with McCarthy Building.

9 156. In 2007-2008, McCarthy Building was the sole-bidder for the Design-Build contracts for
10 College of San Mateo Building 5, the Workforce, Wellness, and Aquatics center, as well as College of
11 San Mateo Building 10, College Center. In total, the contracts were worth over \$200 million.



20 157. Galatolo became friends with **Richard “Rich” Henry**, who was the President of the
21 Northern Pacific Division of McCarthy Building and **Frances Choun**, who was the Vice President of
22 the Northern Pacific Division of McCarthy Building.

23 158. In July 2007, McCarthy treated Galatolo to an All-Stars baseball game.

24 159. In September 2007, Rich Henry offered to accommodate Galatolo or his friends anytime
25 they wanted to play golf at his country club.

26 160. In October 2010, Galatolo received as a gift, tickets from Choun to a San Francisco
27 Giants sold out World Series game in San Francisco, in addition to clothing and accessories. Other gifts
28 were given as well.

1 161. Galatolo never informed the District that he had accepted Choun's gifts. Galatolo did not
2 disclose any of these gifts on his 2010 Form 700, which violated the PRA, as they far exceeded the
3 2010 gift limit from a single source of \$420. Galatolo and Choun remained close friends during the
4 duration of her McCarthy Building tenure, through her retirement in 2017.

5 162. In January 2011, Henry emailed Galatolo to offer him lodging at the McCarthy corporate
6 condo in Park City, Utah. Galatolo accepted Henry's offer, traveled to Park City and stayed at
7 McCarthy's luxury condominium in late January 2011, which was stocked with goodies for Galatolo's
8 private use.

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To: [REDACTED]
From: Galatolo, Ron [mailto:SMCCCD/ou=SMCCXCH/cn=Recipients/cn=galatolo]
Sent: Tue 1/18/2011 11:36:00 PM (UTC)
Subject: FW: Park City Condo
[Silver King Condominiums.doc](#)

FYI... yippeell!

Ron Galatolo
Chancellor
San Mateo County Community College District

From: Henry, Richard [mailto:RHenry@McCarthy.com]
Sent: Tuesday, January 18, 2011 10:22 AM
To: Galatolo, Ron
Subject: Park City Condo

Ron,

Here is the confirmation email that I got from our corporate folks on our condo in PC. It has the address and everything for you in terms of phone numbers and such. Since I will be departing on Tuesday afternoon, the 25th, I will just leave the keys and anything else that I have there at the front desk under your name. Our unit is #511 on 1st floor facing the mountain. Attached is a copy of the general information sheet from our intranet on the condo with more details for you. There is still locker room off the main lobby where you can store your skis and boots so they aren't taking up room in the condo itself. Keys to the lockers can be obtained at the front desk I believe. There is underground parking for patrons, but you have to get a card to access it after you check in. If I have one already, I will leave it with the room keys at the front desk with your name on it. Should be a zoo all week with the Sundance Film Festival going, but that's what will be fun, I think. If I come across any extra tickets or anything I'll leave them in the condo. Trying to chase down some fix through a buddy at HP (not hense) helps) but not sure yet if he can get me anything.

My cell # is 415-716-7163 if you need to reach me next week.

Have fun and call me if you need anything further!

Ron

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From: Henry, Richard [mailto:RHenry@McCarthy.com]
Sent: Wednesday, January 26, 2011 12:47 PM
To: Galatolo, Ron
Subject: RE: Park City...

BTW - if you need a locker for your skis & boots, you get the locker keys at the front desk. I turned mine in not knowing if you needed one or not. Doesn't cost anything, but locker room connects with the garage and to the outside so you can walk across the street and jump on lift and headup the hill. The hotel can give you a quick tour of the routes through the locker room. I also snagged a whole box of presto logs so you don't have to run down to the front desk every day since they allow one per day before you have to pay for them. (stupid policy) I believe the flue on both FP's are open still. I forgot to run the dishwasher so you might run it when you get ther so you have enough beer glasses. Movies are free as a condo owner so grab what you want from their movie selection which ain't much.

Help yourself to anything in the condo kitchen too.

Have fun!

-----Original Message-----
From: Galatolo, Ron [mailto:galatolo@smccd.edu]
Sent: Wednesday, January 26, 2011 12:11 PM
To: Henry, Richard
Cc: [REDACTED]
Subject: RE: Park City...

Thanks again, Rich... [REDACTED] and I really appreciate your thoughtfulness!!

Ron Galatolo
Chancellor
San Mateo County Community College District

* * *

From: Henry, Richard [mailto:RHenry@McCarthy.com]
Sent: Friday, January 07, 2011 4:54 PM
To: Galatolo, Ron

Similar to Breck in size, but a little different set up. The Silver King Hotel was converted into condo's after the Olympics and this is 3 bedroom place, two levels with all the amenities there at the facility. Big pool (indoor/outdoor) big hot tub, ski locker room with access to underground garage. You literally walk across the parking lot to the lift at the PC Mtn resort and take off. The village is across the street and the bus pickup for downtown is right there as well.

I actually like it better than Breck in terms of accomodations and ease to doing stuff in town since you really never have to drive anywhere since buses transport you all over the downtown area. If you go ski at Deer Valley or other places, you can drive, but we hardly drive anywhere except to grocery store to get beer, wine or snacks to eat at the condo.

Can talk to you more about the details. Have a good weekend!

Rich

From: Galatolo, Ron [mailto:galatolo@smccd.edu]
Sent: Friday, January 07, 2011 4:44 PM
To: Henry, Richard

Wow... that sounds wonderful!!! Although, I always have a great time on our Breck trips too!!! Count me and [REDACTED] in... but it would be great if you and [REDACTED] can join us somewhere too at a later time – maybe Cabo, etc!!

I have a Board meeting on Wednesday the 26th... but could definitely use the place from the 27th through the 29th!! How big is the condo – similar to Breck??

Again, thanks for thinking of me – I'll confirm with [REDACTED] but as for now were definitely in!!

Take care,

Ron

Ron Galatolo
Chancellor

San Mateo County Community College District

163. Galatolo never informed the District of Henry's gift of free accommodation in Park City (or Breckenridge, as seems to be mentioned). Galatolo did not disclose this gift on his 2011 Form 700, which also far exceeded the allowable limit from a single source. Over the course of the next few years, Galatolo and Henry's friendship continued, as did the numerous benefits and kickbacks Galatolo received from McCarthy Building.

164. At some point between 2011 and 2014, Galatolo asked McCarthy Building to employ his daughter, Krista Galatolo, as an Assistant Project Manager. McCarthy gave the job to her.

165. As part of its Capital Improvement Project 3, the District sought to renovate Cañada College Building 23 (the "Building 23 Project"). The Building 23 Project consisted of a brand new,

1 50,000 square foot science and technology building housing classrooms, laboratories, and faculty
2 offices. Following staff recommendations, the project was designated a design-build project, and the
3 District advertised the project on August 22, 2016.

4 166. Ten design-build entities bid on the Building 23 Project. McCarthy Building was
5 shortlisted as one of the three final bidders to be brought in for an interview. It bid \$36,891,934,
6 \$35,000 less than the next closest bidder.

7 167. On November 29, 2016, McCarthy Building interviewed with District officials regarding
8 its bid. Galatolo and Nuñez recommended the Board choose the McCarthy bid on January 11, 2017.
9 The Board, unaware of Galatolo's illegal behavior relating to securing a financial interest in McCarthy
10 Building (through employment of his daughter), and his failure to disclose blatant conflicts of interest,
11 unanimously approved the contract that same day.

12 168. In short, in return for the inducements given by McCarthy Building and its principals to
13 Galatolo, Galatolo engineered the selection of McCarthy Building as the winner of the contract for the
14 Building 23 Project.

15 169. Over a year later, Galatolo and Nuñez sought board authorization to augment the
16 McCarthy Building bid amount for the Building 23 Project by over \$17 million dollars. The Board
17 approved the augmentation request. Ultimately, the Building 23 Project cost the District over \$55
18 million, paid for with funds from Bond Measure H.

19 170. Galatolo failed to properly disclose the gifts he received from McCarthy Building as
20 required on his Form 700 reports. Instead, he reported receipt of professional sports tickets of a value
21 under the required threshold, once on his 2017 Form 700 and a gift of \$75 for a fundraiser in 2019,
22 completely omitting the lavish ski trips McCarthy Building provided to him, the Giants tickets and
23 apparel, not to mention McCarthy Building's employment of his daughter, or other benefits.

24 171. Galatolo was required to report these financial interests not only on his Form 700, but to
25 the Board as well. Instead, Galatolo actively hid his involvement in directing the Building 23 Project
26 contract to McCarthy Building to the Board, preventing its knowledge of the fraud until it learned of
27 Galatolo's indictment in April 2022.

28

1 172. The extent of Galatolo’s entanglement and financial interest connected to his dealings
2 with McCarthy implicate not only the validity of the Building 23 Contract, but also the validity of all
3 contracts entered into by the District with McCarthy while Galatolo was Chancellor, including, but not
4 limited to the projects listed above.

5 **VIII. THE BUNTON, CLIFFORD & ASSOCIATES, INC. TRANSACTIONS**

6 173. Bunton, Clifford & Associates, Inc., now known as Studio W Associates (“BCA”),
7 began operating as an architecture firm in 1991. Headed by Paul Bunton (“Bunton”), BCA provided
8 design and planning services for public and private construction projects throughout California, with a
9 particular emphasis on the Bay Area.

10 174. A review of BCA’s recent projects reveals a strong emphasis on public design and
11 planning, specifically of secondary and post-secondary school buildings.

12 175. Paul Bunton and Ron Galatolo became acquainted shortly after Galatolo’s appointment
13 as Chancellor, in or around 2002. The two realized before long that they would be of use to each other
14 professionally, as well as personally. Galatolo persuaded Bunton and BCA to donate to the campaign to
15 support Bond Measure A in 2005, the second of the three bond measures passed by San Mateo voters.
16 Bunton contributed \$2,500 out of just over \$200,000 to the campaign, which passed.

17 176. BCA quickly became a favored vendor for Galatolo and the District. BCA was the
18 chosen architect on a design-build contract for Cañada College Building 5/6, with Defendant McCarthy
19 Building as General Contractor, in 2007. BCA also designed the Cañada College Facilities Maintenance
20 Center, as well as the renovations for Cañada College Building 8.

21 177. Bunton and Galatolo enjoyed close communication, including over email, about their
22 personal escapades. Bunton and Galatolo spent considerable time together outside of business. Bunton
23 and Galatolo shared pictures of themselves, clearly intoxicated on a “party bus,” in 2009:

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To: Paul Bunton[Paul@bcainconline.com]
Cc: [REDACTED]
From: Galatolo, Ron[/O=SMCCCD/OU=SMCEXCH/CN=RECIPIENTS/CN=GALATOLO]
Sent: Tue 9/29/2009 3:57:00 PM (UTC)
Subject: RE: Who's that ape man???

That would be fun... but also, we'd like to have you over as well. Maybe for lunch/dinner at the Ritz in HMB???

Ron Galatolo
Chancellor
San Mateo County Community College District

From: Paul Bunton [mailto:Paul@bcainconline.com]
Sent: Monday, September 28, 2009 6:51 PM
To: Galatolo, Ron
Subject: RE: Who's that ape man???

[crazyyyyyy time. Since you're only 20 minutes away, let's get together in the next few weekends for some golf at Castlewood and let the women play some tennis.](#)

From: Galatolo, Ron [mailto:galatolo@smccd.edu]
Sent: Monday, September 28, 2009 12:43 PM
To: Paul Bunton
Subject: Who's that ape man???



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178. Here is an exchange with Brian Bothman in March 2010:

To: Brian Bothman[BBothman@bothman.com]
From: Galatolo, Ron[/O=SMCCCD/OU=SMCEXCH/CN=RECIPIENTS/CN=GALATOLO]
Sent: Fri 3/5/2010 11:23:00 PM (UTC)
Subject: RE: Wine cellar

The pics didn't download. Thanks again for a great night – [REDACTED] and I had a great time and it was nice seeing your brother as well!!

Now, when are you free for scotch and cigars next week??? Dickhead...

Ron Galatolo
Chancellor
San Mateo County Community College District

179. Here is an exchange from 2010 where Galatolo and Bunton planned a “Boy’s Weekend in Tahoe” with Paul Bunton and other contractors:

From: [Galatolo, Ron](#)
To: [Paul Bunton](#)
Subject: RE: Boy's Weekend in Tahoe?????
Date: Thursday, April 8, 2010 7:56:33 PM

Sweet!!!! Mark your calendar for the 17th...

From: Paul Bunton <Paul@bcainconline.com>
Sent: Thursday, April 08, 2010 5:17 PM
To: Galatolo, Ron <galatolo@smccd.edu>; 'Brian Bothman' <BBothman@bothman.com>; [REDACTED]; [REDACTED]; 'Ball, Jon W.' <JBall@henselphelps.com>; 'Henry, Richard' <RHenry@McCarthy.com>; 'Patrick K. Hoy' <patrickk.hoy@cemex.com>; 'Keith Ulinger' <kulinger@bothman.com>
Subject: RE: Boy's Weekend in Tahoe?????

Sounds great! I can make the weekend of April 17th or the weekend of May 8th (I doubt there would be any snow by then though). I think our trip a year or so ago was the last weekend in April.

From: Galatolo, Ron [mailto:galatolo@smccd.edu]
Sent: Thursday, April 08, 2010 3:52 PM
To: 'Brian Bothman'; [REDACTED]; 'Ball, Jon W.'; 'Henry, Richard'; Paul Bunton; 'Patrick K. Hoy'; 'Keith Ulinger'
Subject: Boy's Weekend in Tahoe?????

OK gang....

Ski season is almost over... and I think we should take advantage of this recent snow storm to enjoy some epic spring conditions – not to mention all of the other intangible benefits of a relaxing weekend in Tahoe with a great group of guys.

I know the invitation is on short notice, but it would be great if you could make it up there to enjoy a few drinks, some good food and, of course, some leisure time we could all use!!

Let me know your availability and I'll give you the firm details early next week.

Look forward to seeing all of you...

Ron

1 180. Bunton is well known for skirting the applicable laws and rules that govern public
2 contracting. In 2010, Bunton gave bribes to public officers in connection to a building project at
3 Southwestern Community College District in San Diego. In the weeks preceding the award of the
4 contract to BCA, Bunton gave food, entertainment, and other things of value to Southwestern’s vice
5 president and senior director. His conduct was described in a public filing as “literally wining and
6 dining” the vice president on a golf trip to Napa.

7 181. In 2012, Bunton was criminally charged by the San Diego County District Attorney with
8 a misdemeanor count of aiding the commission of a misdemeanor, Penal Code section 659. He pleaded
9 no contest to that charge on March 26, 2012, and was placed on “summary” probation for one year.
10 When Bunton applied to renew his California license to practice architecture, he answered “no” to a
11 question that asked him if he had ever been convicted of any crime, including a misdemeanor.

12 182. Galatolo was aware of Bunton’s disciplinary history, and publicly spoke on his behalf in
13 a San Diego Union-Tribune article published in 2012. The newspaper quoted him as saying “is a decent
14 and professional man and [his] emails were uncharacteristic.”

15 183. The California Board of Architecture took action against Bunton for his actions, issuing
16 a suspended revocation of his license to practice architecture in 2016, after instituting a charge against
17 him in 2014.

18 184. Despite this, Galatolo insisted on continuing to work with Bunton and BCA. One of
19 Galatolo’s obsessions was creating a flagship gym on Cañada College’s campus. The project, Building
20 1, the Kinesiology building, would be built using a delivery method called Lease-Leaseback (“LLB”).

21 185. In March 2014, BCA and the District entered into a Professional Services Agreement
22 (“PSA”) to provide initial design and consultation services regarding Cañada Building 1, in the amount
23 of \$100,000. The parties signed a second PSA in January 2015, augmenting the contract by \$650,000.
24 A final agreement expanded the value of the contract to nearly \$6 million in June 2015.

25 186. At no time did Galatolo or Nuñez report to the board about BCA and Bunton’s illegal
26 activities. Galatolo omitted numerous gifts from Bunton that he was required to report on his Forms
27 700.

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1 187. The District learned in 2015 that lease leaseback was a legally questionable building
2 delivery method. Accordingly, they chose to make the Cañada B1 project a design-build project. As a
3 previous consultant on the project, BCA was no longer allowed to bid or participate in its continued
4 development. Notwithstanding, Galatolo insisted BCA should be paid money it had not earned.

5 188. Galatolo and Nuñez, in an email, conspired to find a way to illegally pay Bunton and
6 BCA for this work neither had completed.

7 189. Telling regarding Galatolo's personal loyalty to BCA and its principal Paul Bunton is the
8 following e-mail where District staff discuss the push to pay BCA for "services they never performed"
9 and statements by Galatolo/Nuñez that favored contractors would get contracts:

10
11 **To:** Blackwood, Kathy[blackwoodk@smccd.edu]; Whitlock, Eugene[whitlocke@smccd.edu]
12 **From:** Powell, Karen[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP
13 (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=0B3CD16417554E4A83DF705105DC1487-POWELL, KAREN]
14 **Sent:** Fri 4/15/2016 4:40:05 PM (UTC)
15 **Subject:** RE: Meeting to Discuss Remaining Items for CAN B1 and SKY B12N Projects

16 I heard it from Jose but assume it comes from Ron. I should have also mentioned I was also informed we'll be keeping BCA listed
17 as PQ on our website.

18 I am sorry but I am very, very demoralized and discouraged. I feel certain that these firms decline to meet with you and Eugene
19 because Ron has told them what he told me and Chris; you and Eugene don't know anything, he's the CEO and he's going to 'make
20 it happen,' whether or not you are on board. They don't want to risk upsetting Ron by meeting with you, especially given the
21 very strong likelihood he's telling them you have no influence.

22 Yesterday I went straight from being told we'll pay BCA for services they never performed and were specifically directed not to
23 pursue, and we'll keep them posted to our website into a meeting where I was told by Level 10 that they won't pursue SKY or CSM
24 work because we "have our favorites." I was meeting with their bus dev manager but Bob Maxwell told Chris point blank he got
25 this news from Ron and Jose at a lunch, specifically "Hensel Phelps and McCarthy have those campuses locked down."

26 I texted Eugene yesterday that I feel increasingly like a fool trying to carry forward this message of objectivity and transparency.
27 The pitying looks are really getting to me and I do not want to let things progress (or devolve?) until I become a complete
28 laughingstock, if we aren't already there.

190. Galatolo was financially interested in awarding as many contracts as possible to BCA,
based on his relationship with Bunton and the gifts Bunton gave to him over the years. He never
disclosed to the Board his entanglement with a person known to violate Government Code section
1090.

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1 **IX. THE ROBERT A. BOTHMAN TRANSACTIONS**

2 191. The Plaintiff re-alleges and incorporates by reference each of the allegations contained
3 in the preceding paragraphs of this Complaint as though fully alleged in this Cause of Action.

4 192. Bothman Construction specializes in sports and recreational facilities, educational
5 facilities, and site development, among others. Founded in Santa Clara County in 1978, Bothman has
6 done extensive work in San Mateo County since its inception, including the Burlingame Avenue
7 Streetscape renovation in the early 2010s.



22 *Completed San Mateo Athletic Facilities*

23 193. Bothman Construction began its relationship with the District in or about 2003, when it
24 became a pre-qualified vendor. Shortly after, Bothman was the sole bidder and recipient of a design-
25 build contract to renovate and construct new athletic facilities on all three District campuses. In
26 February 2004, the District awarded Bothman a contract not to exceed \$18 million, which rose to over
27 \$21 million after change orders. The project was completed in 2006.

1 194. Over the years, rather than pursue large contracts for significant buildings, Bothman
2 tended to focus on pre-construction work, concrete laying, and athletic field projects. Since 2004,
3 Bothman has received over \$55 million in payment from the District.

4 195. Unknown to the District, Galatolo had a close personal relationship with Robert A.
5 Bothman Construction and its principals Robert Bothman (CEO), Brian Bothman (VP of Business
6 Development & Corporate Affairs, and James Moore (VP of Preconstruction Services). Brian Bothman
7 was particularly close to Galatolo, and significant evidence exists linking the two of them. Brian
8 Bothman invited Galatolo to attend social events and meals. Bothman made sure to include Nuñez as
9 well.

10 196. The personal friendship went far beyond these gifts. In 2007, James Moore provided
11 Galatolo with site plans and proposals for Galatolo's personal Tahoe property.

12 197. Bothman Construction was not content to limit itself to one project with the District, and
13 intended to make as much money as possible from the relationship. Bothman knew of Galatolo's
14 interest in attending sports events and made sure to capitalize on it. In September 2007, Brian Bothman
15 invited Galatolo and Nuñez to attend the San Jose Sports Hall of Fame Dinner in November of that
16 year. Both Galatolo and Nuñez accepted Bothman's offer. In December 2007, Bothman Construction
17 hosted Galatolo and a guest at an Oakland Raiders game, where Galatolo enjoyed a tour of the Raider's
18 practice facility, tickets in a luxury box, as well as food and drinks. In February 2010, Brian Bothman
19 invited both Galatolo and Nuñez to a San Jose Sharks game, and both accepted his invitation.

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From: Alyssa Bothman [mailto:alyssa.bothman@bothman.com]
Sent: Wednesday, November 07, 2007 2:19 PM
To: Galatolo, Ron
Cc: Brian Bothman; James Moore
Subject: Raiders Dec 2 Breakfast Tour

Ron,

We are pleased to invite you to the Raiders vs. Broncos game on December 2. I have attached an itinerary for the afternoon. If you could please fill out the RSVP form and either e-mail or mail it back to us ASAP that would be great. The day will include a tour of the Raiders' practice facility. You will be enjoying the game in the luxury box suite C 79. There will be food and refreshments provided. If you have any questions regarding this event, please feel free to email or call me at any time. Please let me know whether you will be attending the game or not. We hope to see you at the game.

Thanks,

Alyssa Bothman
Administrative Assistant
Robert A. Bothman, Inc.

1 198. Later in 2010, Brian Bothman invited Galatolo and Nuñez to a barbecue at his home in
2 Scotts Valley, attended by other principals from other District contractors. Bothman also included a link
3 to a local hotel for attendees so that they could stay the night.

4 199. Bothman Construction focused its efforts on Galatolo and Nuñez as they were the chief
5 decisionmakers for the award of lucrative construction contracts that Bothman intended on receiving.
6 Following its successful push, Bothman continued to receive contracts for ancillary construction
7 services from the District.

8 200. In February 2011, Brian Bothman invited Galatolo and Nuñez to attend another San Jose
9 Sharks game on Bothman Construction's dime, this time with other construction executives and leaders
10 of other local agencies. In an email, Galatolo expressed his gratitude to Bothman, saying "[a]s [a]lways,
11 you never let me down!!! You're da man..." In 2011 alone, Bothman earned over \$3.5 million from the
12 District in contracts.

13 201. In 2014, Nuñez accepted San Jose Sharks tickets from Bothman, to attend a November
14 29th game in San Jose. He listed the value of the tickets at \$200, which was far lower than the face
15 value of a ticket to a suite like the one Bothman Construction used. Intentionally lowering the value of
16 tickets on his disclosure forms was Nuñez's common practice, if he decided to list any gifts at all.

17 202. At no point did Galatolo or Nuñez inform the District that Bothman Construction gave
18 them gifts and meals to curry their favor, and authorize contracts using public funds. A major
19 component of Bothman's strategy after 2006 was to focus their energy on obtaining projects that did
20 not require direct bidding, such as design-build projects. Instead, Bothman Construction pursued Master
21 Services Agreements that could be amended without excessive scrutiny or potential interference from
22 the Board. Galatolo and Nuñez knew that they could keep their unethical deeds concealed from the
23 District, and trusted Bothman with their secrets. Below is an email exchange between Galatolo and
24 James Moore regarding the work on Galatolo's property:

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To: Galatolo, Ron[galatolo@smccd.edu]
From: James Moore[JMoore@bothman.com]
Sent: Thur 9/20/2007 11:32:19 PM (UTC)
Subject: RE: Galatolo Budget Sheet.xls

Bout flippin time.

James Moore
Vice President
Robert A. Bothman, Inc.
650 Quinn Avenue
San Jose, CA 95112-2604
(408) 279-2277
www.bothman.com Quality People. Quality Projects.

-----Original Message-----
From: Galatolo, Ron [mailto:galatolo@smccd.edu]
Sent: Thursday, September 20, 2007 3:30 PM
To: James Moore
Subject: RE: Galatolo Budget Sheet.xls

Again, you're the best - let's do a boys event up there sometime and we'll (you, Brian, etc.) drink all my tequila!!

Take care,

Ron

Ron Galatolo
Chancellor
San Mateo County Community College District

-----Original Message-----
From: James Moore [mailto:JMoore@bothman.com]
Sent: Thursday, September 20, 2007 2:31 PM
To: Galatolo, Ron
Subject: RE: Galatolo Budget Sheet.xls

10-4, big daddy. I already discussed the arrow thing. Will change the location and add the address to the proposal and plan as well.

James Moore
Vice President
Robert A. Bothman, Inc.
650 Quinn Avenue
San Jose, CA 95112-2604
(408) 279-2277
www.bothman.com Quality People. Quality Projects.

-----Original Message-----
From: Galatolo, Ron [mailto:galatolo@smccd.edu]
Sent: Thursday, September 20, 2007 2:17 PM
To: James Moore
Subject: RE: Galatolo Budget Sheet.xls

James... you are the man!!! The estimate looks perfect... could you please change the "Location" to 1747 Venice Drive, South Lake Tahoe and your formal proposal should do it. BTW, on the CAD drawing you show an arrow going from D.I. to the lake... you might want to remove that arrow because it might indicate a desire to drain into the lake and may get some undies in a bunch.

Again, I can't thank you enough!!

///
///

1 203. Below is the email inviting Nuñez to the San Jose Sports Hall of Fame induction
2 ceremony, which Galatolo had already accepted.

3 **From:** Brian Bothman [mailto:BBothman@bothman.com]
4 **Sent:** Monday, September 24, 2007 3:37 PM
5 **To:** Nunez, Jose
6 **Subject:** FW: SAN JOSE SPORTS HALL OF FAME DINNER

7 Jose,

8 This year the San Jose Sports Hall of Fame is inducting Bert Bononno as one of the
9 inductees along with Mark Spitz, Brian Boitano, Kim Oden and brothers Bud and Ralph
10 Ogden. The dinner is Wednesday November 14 at HP Pavilion.

11 Mr. Galatolo will be attending, let me know by if you would like to attend.
12 Thank you.

13 Brian

14 Brian Bothman
15 Vice President
16 Robert A. Bothman, Inc.
17 650 Quinn Avenue

18 204. In or about 2009, Galatolo provided a reference letter for the president of Robert A.
19 Bothman, Inc., Robert Bothman's daughter:

20 **From:** Galatolo, Ron [mailto:galatolo@smccd.edu]
21 **Sent:** Monday, September 21, 2009 4:22 PM
22 **To:** [REDACTED]
23 **Cc:** Bob Bothman
24 **Subject:** Letter for [REDACTED]

25 Here's [REDACTED] reference letter again... should she need it...

26 Ron

27 Ron Galatolo
28 Chancellor
 San Mateo County Community College District

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From: Bob Bothman [mailto:RBothman@bothman.com]
Sent: Monday, September 21, 2009 4:34 PM
To: Galatolo, Ron
Subject: RE: Letter for [REDACTED]

Ron,
Thanks very much for your help and support of RAB and my daughter. She did get an opportunity for a long term substitute job. She is teaching 4th grade at a local elementary school (not High School but it's a job). She is also the assistant volleyball coach for the J.V. Team at Presentation High School. She is working hard and long hours but seems to be enjoying it.
Hope things are good with you and your family and thank you again for all your support.

Bob

Robert A. Bothman
President
Robert A. Bothman, Inc.

* * *

From: [Galatolo, Ron](#)
To: [Bob Bothman](#)
Subject: RE: Letter for [REDACTED]
Date: Tuesday, September 22, 2009 10:21:00 AM

Hi Bob,

Great news for [REDACTED]. sounds like she's off to a great career!!! Again, please don't hesitate to ask for anything RAB or [REDACTED] needs in the future.

All my best,

Ron

Ron Galatolo
Chancellor
San Mateo County Community College District

X. **THE BLACH CONSTRUCTION TRANSACTIONS**

205. After the District removed BCA from the Cañada B1 project, it made the decision to pursue design-build as a delivery method. Doing so would require searching for new vendors. Galatolo viewed the project as a key part of his legacy, and Nuñez was a key person to help deliver that vision. Blach Construction Company (BCC) was their golden goose.

206. Unknown to the District, Galatolo had a close personal relationship with BCC and its principals **Mike Blach** (Chairman), **Dan Rogers** (President) and **Kim Scott** (Vice President). BCC and its principals lavished gifts on Galatolo including Sharks hockey tickets, and expensive meals. Mike

1 Blach participated in Galatolo planned “CEO/Principals” dinners which appear to have been one of the
2 places where Galatolo got together with favored contractors.

3 207. In January 2010, BCC offered Galatolo Golden State Warriors box tickets on five
4 different dates. Galatolo asked to attend a March 15, 2010 game against the Los Angeles Lakers and
5 requested tickets for himself and his girlfriend (at the time) Brigitte.

6 208. In 2010 Galatolo thanked a BCC employee, Juan Barroso, for a gift of Duckhorn wine,
7 using the occasion to suggest that they talk about a new project:

8
9 **From:** [Galatolo, Ron](#)
10 **To:** ["Juan Barroso"](#)
11 **Subject:** Many thanks!!!
12 **Date:** Wednesday, December 22, 2010 10:24:00 AM
13
14 Hi Juan,
15
16 Thank you very much for the thoughtful gift – Duckhorn is a wonderful wine!!!
17
18 By the way, just the other day I was thinking that I still need to meet with Jose at Alum Rock to discuss
19 housing... let's try to set something-up after the holidays.
20
21 Until then, wishing you a wonderful holiday season and a Happy New Year...
22
23 All my best,
24
25 Ron
26
27 Ron Galatolo
28 Chancellor
San Mateo County Community College District

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1 209. In March 2015, Nuñez sent an email to a number of construction executives, including
2 BCC CEO Mike Blach, inviting him to a celebration of the successful Measure H Bond issue that raised
3 \$388 million of money, some of which Nuñez and Galatolo intended on steering to friends. Nuñez cited
4 those individuals as being part of his “core group.” This was an indication that Nuñez viewed Blach as
5 a key target for awarding future contracts under CIP3, the project list that would be funded by Measure
6 H monies. The email is below:

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To: Ball, Jon W. (Jon.Ball@henselhelps.com)(Jon.Ball@henselhelps.com); Rich Henry (rhenry@mccarthy.com)(rhenry@mccarthy.com); Karim Allana (karim@abbae.com)(karim@abbae.com); Paul Bunton(PaulB@bcaarchitects.com); Brian Bothman(BBothman@bothman.com); Mike Blach (mike.blach@blach.com)(mike.blach@blach.com)
Cc: Galatolo, Ron(galatolo@smccd.edu); Warne, Carina(warnec@smccd.edu)
From: Nunez, Jose(/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=581F113A8BC145F692CFF2EB583F190B-NUNEZ, JOSE)
Sent: Mon 3/2/2015 7:16:17 PM (UTC)
Subject: CEO /Principles Measure H Celebration Luncheon

Gentlemen,

Given everyone’s busy schedule, it has been an extremely challenging endeavor to schedule the CEO/ Principles Measure H Celebration Luncheon. The event has about 50 invitees. However, you folks are the core group that I would like to accommodate. Please provide me your availability 11:00-2:00PM on the following dates:

Friday 4/10
Friday 4/17
Friday 4/24
Friday 5/1

José D. Nuñez *LEED AP*
Vice Chancellor, Facilities Planning, Maintenance & Operations
San Mateo Community College District

209. Conversations between Mike Blach and Nuñez continued through 2015. Blach invited Nuñez and another District employee to view Blach projects in progress, and the two exchanged emails about lease-leaseback and other project delivery methods.

210. Mike Blach, Galatolo, and Nuñez had lunch together before the District solicited requests for proposals for Cañada B1. In February 2016, Galatolo and Nuñez met Mike Blach to discuss the bond program. Blach expressed gratitude to the two for the time.

211. By this time, Galatolo and Nuñez identified Blach as a key contender for future projects, specifically Cañada B1. Galatolo and Nuñez already knew that Blach, among other contractors, including Defendant McCarthy, were frontrunners for the bid. Nuñez confirmed as much in an email to Brian Bothman in May 2016, as seen below.

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To: Brian Bothman [mailto:bbothman@bothman.com]
From: Nunez, Jose /O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=561F113A8BC145F692CFF2EB583F190B-NUNEZ, JOSE]
Sent: Mon 5/16/2016 11:46:22 PM (UTC)
Subject: RE: Addendum Issued for CAÑ B1 New Kinesiology and Wellness Design-Build Project (RFSOQ 86730), with a bid due date of June 2, 2016 2:00 PM (Pacific)

Negative. Probably Blach, McCarthy, DPR, Hunt or XL.

Jose D. Nuñez **LEED AP**
Vice Chancellor, Facilities Planning, Maintenance & Operations
San Mateo Community College District
D: 650-358-6836
<http://smccd.edu/facilities/>
<http://smccd.edu/publicsafety/>

Don't Be Stopped by "analysis paralysis". Get It Done!
"A good decision executed quickly beats a brilliant decision implemented slowly".

From: Brian Bothman [mailto:bbothman@bothman.com]
Sent: Monday, May 16, 2016 2:55 PM
To: Nunez, Jose <nunezj@smccd.edu>
Subject: RE: Addendum Issued for CAÑ B1 New Kinesiology and Wellness Design-Build Project (RFSOQ 86730), with a bid due date of June 2, 2016 2:00 PM (Pacific)

Any front runners?
Been oddly quiet

11 213. Unsurprisingly, Blach emerged as one of the top three bidders. Mike Blach and Nuñez
12 continued their communications even after Blach had submitted its bid in June 2016. Mike Blach sent
13 Nuñez a lengthy voicemail in July 2016 about the project and expressed his excitement over the
14 prospect of working with the District. Blach invited Nuñez to view a Blach project in San Jose in early
15 August 2016, while the Cañada bid was pending. The District asked for a best and final offer from
16 Blach on August 5, 2016. Blach responded with a revised bid, and the next day, the District awarded
17 the Cañada B1 design-build contract to Blach.



1 214. The original contract price of \$60,376,070 ballooned over time. The District paid Blach
2 over \$101 million for services relating to the Cañada B1 project.

3 215. In May 2018 Galatolo went to a Sharks game with BCC principal Dan Rogers. Also in
4 May 2018, BCC treated Nuñez (and Galatolo) to U2 concert tickets in a suite.

5

6 **To:** Amy Blach[amy.blach@blach.com]
Cc: Pat Quinn[pat.quinn@blach.com]
From: Nunez, Jose[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP
(FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=561F113A8BC145F692CFF2EB583F190B-NUNEZ, JOSE]
Sent: Mon 5/7/2018 4:36:12 PM (UTC)
Subject: RE: 05.08.18 U2 Concert Tickets

7

8 I look forward to the event. Many Thanks.

9

10 José D. Nuñez **LEED AP, DBIA**
Vice Chancellor, Facilities Planning, Maintenance & Operations, Public Safety
San Mateo Community College District
D: 650-358-6836
<http://smccd.edu/facilities/>
<http://smccd.edu/publicsafety/>

11 **Don't Be Stopped by "analysis paralysis". Get It Done!**

12 **"A good decision executed quickly beats a brilliant decision implemented slowly".**

13 **From:** Amy Blach [mailto:amy.blach@blach.com]
Sent: Saturday, May 05, 2018 8:31 AM
To: Nunez, Jose <nunezj@smccd.edu>
Cc: Amy Blach <amy.blach@blach.com>; Pat Quinn <pat.quinn@blach.com>
Subject: 05.08.18 U2 Concert Tickets
Importance: High

14

15 Good morning,

16 On behalf of Blach Construction, we are pleased you will be joining Mike and Margie Blach, Dan and Kim Rogers and
Pat & [REDACTED] for the U2 Concert. The concert begins at 8:00 PM, this Tuesday, May 8, 2018 at SAP Center. The **C9**
Suite is located off the North Concourse to the right of the Ice Bar. Attached you will find two (2) tickets and one(1)
parking pass for you and your guest. Food and beverages will be provided throughout the evening.
Please let me know if you have any trouble opening or printing the files, and if you are not able to attend the show,
please let me know as soon as possible. Thank you.

17

18 **Amy Blach**
Events Manager
Blach Construction Company

19 D 408.886.3614 | O 408.244.7100 | C 408.348.2186
2244 Blach Place, Suite 100, San Jose, CA 95131

20 Top 10 Best Places to Work in the Bay Area every year since 2009
Great Place to Work, Fortune, 2016 – #33 in the 100 Best Medium Workplaces in the US
Multiple Award Winner AGC of America Construction Safety Excellence Awards
Cal-OSHA VPP Contractor

21 Follow us! Blach.com | [Facebook](#) | [Instagram](#) | [Twitter](#) | [LinkedIn](#)

22

23 216. In September 2018, Galatolo dined with Mike Blach and Dan Rogers at Vivance.

24 217. In late 2019 and in 2019, there were significant issues with BCC's work on Building 1.

25 218. Notwithstanding serious issues with BCC's work and billing to the District, in July 2019
26 Galatolo attended a dinner and Queen concert with BCC principals including Dan Rogers:

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From:	Galatolo, Ron[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=7535D42B63A14656ACF4336AA 67341F8-GALATOLO, RON]
Location:	SAP
Importance:	Normal
Subject:	Accepted: Queen Concert with Blach Construction
Start Time:	Mon 7/15/2019 3:00:00 AM (UTC)
End Time:	Mon 7/15/2019 6:00:00 AM (UTC)
Required Attendees:	[REDACTED]

7 219. The gifts and inducements from BCC to Galatolo and Nuñez were part of the same
8 playbooks the two co-conspirators had implemented from the beginning of their scheme to defraud the
9 District, and in turn, the public.

10 220. The District would not have entered into contracts with BCC had it been aware of the
11 illegal and unreported gifts Galatolo and Nuñez received in attempting to get the two to award Blach
12 the B1 bid.

13 **XI. CAUSES OF ACTION**

14 **FIRST CAUSE OF ACTION**

15 **FRAUD**

16 **(against all Defendants)**

17 221. The Plaintiff re-alleges and incorporates by reference each of the allegations contained
18 in the preceding paragraphs of this Complaint as though fully alleged in this Cause of Action.

19 222. Plaintiff claims that it was harmed because each of the named Defendants concealed
20 certain information, as well as Doe Defendants.

21 223. Co-conspirators Galatolo and Nuñez were in a fiduciary relationship to Plaintiff as key
22 employees of Plaintiff, the Chancellor and Vice Chancellor respectively of the District. Defendants
23 were in a position of knowledge and trust as the result of their positions as key contractors of the
24 District such that they were fiduciaries of the District.

25 224. Co-conspirators Galatolo and Nuñez, Defendants, and others unknown at this time,
26 intentionally failed to disclose certain facts to Plaintiff, including that Galatolo and Nuñez became
27 financially interested in the contracts Plaintiff awarded to Defendants.

1 225. Co-conspirators Galatolo and Nuñez, Defendants, and others unknown at this time,
2 intentionally failed to disclose certain facts to Plaintiff, including efforts to steer bids to Defendants.

3 226. Co-conspirators Galatolo and Nuñez, Defendants, and others unknown at this time,
4 intentionally failed to disclose to the Plaintiff the Defendants' political donations for bond measures
5 and donations to candidates favored by Galatolo and Nuñez.

6 227. In addition, co-conspirators Galatolo and Nuñez disclosed other facts to Plaintiff but
7 intentionally failed to disclose other facts, making the disclosure deceptive; including failing to disclose
8 numerous gifts given to them by the Defendants, doing so with the knowledge and support of
9 Defendants.

10 228. Defendants and co-conspirators Galatolo and Nuñez intentionally failed to disclose
11 certain facts that were known only to them and that Plaintiff could not have discovered;

12 229. Co-conspirators Galatolo and Nuñez acted to prevent Plaintiff from discovering certain
13 facts, including that they had received the gifts described supra, by falsely omitting them from their
14 respective Forms 700, that they conspired with Defendants to steer the awards of lucrative building
15 contracts to Defendants, and agreed to conceal this information from Plaintiff, all of this was done with
16 the assistance of the Defendants;

17 230. Plaintiff did not know these concealed facts, and others that will only be uncovered over
18 the course of the litigation;

19 231. Defendants and co-conspirators Galatolo and Nuñez intended to deceive Plaintiff by
20 concealing the facts;

21 232. Had the omitted information detailed in this complaint been disclosed, Plaintiff
22 reasonably would have behaved differently;

23 233. As a result of Defendants and co-conspirators Galatolo and Nuñez's acts of concealment,
24 Plaintiff was harmed;

25 234. Defendants' and co-conspirators Galatolo and Nuñez's concealment was a substantial
26 factor in causing Plaintiff's harm.

27 235. In addition to the concealed facts, Defendants made false representations to Plaintiff,
28 including that Defendants attested that their bids were genuine and not collusive or sham, and that as

1 bidders, they neither possessed a business relationship with any employee of the District which may be
2 involved in the award or administration of the project nor received or solicited either directly or
3 indirectly any inside information from an employee of the District which would give the Defendant an
4 advantage over any other bidder, and attested that they had not influenced any other bidder or potential
5 bidder to the disadvantage of the District;

6 236. Defendants and co-conspirators Galatolo and Nuñez knew that these representations
7 were false when they made them, or in the alternative, Defendants and co-conspirators Galatolo and
8 Nuñez made these representations recklessly and without regard for their truth;

9 237. Defendants and co-conspirators Galatolo and Nuñez intended for Plaintiff to rely on
10 their representations;

11 238. Plaintiff reasonably relied upon Defendants and co-conspirators Galatolo and Nuñez'
12 representations;

13 239. Plaintiff's reliance on Defendants and co-conspirators Galatolo and Nuñez'
14 representations was a substantial factor in causing Plaintiff's harm;

15 240. Plaintiff's damages include entering into contracts on unfavorable terms, and paying
16 additional money to Defendants, including monies that went to Galatolo and Nuñez. Plaintiff would
17 not have entered into any of the contracts with Defendants had Plaintiff known or been aware of false
18 representations. The damages are in an amount according to proof at trial.

19 241. The aforementioned acts by Defendants and their co-conspirators were intentional and
20 willful, and by engaging in the aforementioned acts and conduct, Defendants and their co-conspirators
21 acted maliciously, oppressively, fraudulently, and in conscious disregard of the interests of Plaintiff.
22 Plaintiff is therefore also entitled to an award of punitive damages against Defendants in an amount
23 according to proof at trial.

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1 WHEREFORE, Plaintiff prays for relief as set forth below.

2 **SECOND CAUSE OF ACTION**

3 **RELIEF UNDER BUS. & PROF. CODE §§ 17200 AND 17203**

4 **(against all Defendants)**

5 242. The Plaintiff re-alleges and incorporates by reference each of the allegations contained
6 in the preceding paragraphs of this Complaint as though fully alleged in this Cause of Action.

7 243. California's Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, et seq.) is
8 designed to protect consumers from unlawful, unfair or fraudulent business acts or practices, including
9 the use of any deception, fraud, misrepresentation, or the concealment, suppression or omission of any
10 material fact.

11 244. At times, places, and involving participants known exclusively to the Defendants, and
12 Doe Defendants, as well as third parties and concealed from Plaintiff, Defendants have engaged in
13 unlawful, unfair, and fraudulent business practices in violation of the UCL as set forth above.
14 Defendants' business practices, set forth in this Complaint, are deceptive and violate Section 17200
15 because their practices are likely to deceive consumers in California.

16 245. Named Defendants and Doe Defendants falsely omitted on their bids for District
17 construction projects that co-conspirators Galatolo and Nuñez, the Chancellor and Vice Chancellor of
18 the District, were financially interested in the outcome of those bids, knowing that such representations
19 were false. Named Defendants and Doe Defendants falsely omitted on their bids for District
20 construction projects that that they were free of conflicts of interest and that there was no collusion, and
21 regarding Defendants' ability to perform contracts for the District and Defendants' intended costs to
22 perform contracts.

23 246. Defendants knew or should have known that false and misleading statements were being
24 made and likely to mislead the public. Defendants and their co-conspirators made or disseminated false
25 and misleading statements or caused false and misleading statements to be made or disseminated.

26 247. The misrepresentations and omissions alleged herein are fraudulent, and thus amount to
27 unfair competition as set forth by the Unfair Competition Law, in that Defendants induced the District
28

1 to award them contracts the District would not have awarded had the misrepresentations and omissions
2 not been made.

3 248. Defendants' conduct and the harm it caused, and continues to cause, is not reasonably
4 avoidable by the Plaintiff. Due to its deceptive acts and omissions, Defendants knew or had reason to
5 know that Plaintiff would not have reasonably known or discovered the true facts.

6 249. The misrepresentations and omissions alleged herein are unlawful, and thus amount to
7 unfair competition as set forth by the Unfair Competition Law, in that they violate, among other things,
8 California Penal Code §§ 424 and 118, Government Code §§ 1090 et seq., and 87100 et seq., and
9 several other common law violations, including, deceit, fraud and misrepresentation, and unjust
10 enrichment. These unlawful practices include, but are not limited to:

11 250. Defendants misrepresented that they had provided no financial remuneration to any
12 District employees beyond the limits prescribed in Gov't Code § 87001, and co-conspirators Galatolo
13 and Nuñez fraudulently completed their Forms 700 to further this misrepresentation;

14 251. Defendants falsely attested that their bids were genuine and not collusive or sham;

15 252. Defendants falsely attested that as bidders, they neither possessed a business relationship
16 with any employee of the District which may be involved in the award or administration of the project
17 nor received or solicited either directly or indirectly any inside information from an employee of the
18 District which would give the Defendant an advantage over any other bidder;

19 253. Defendants falsely attested that they had not influenced any other bidder or potential
20 bidder to the disadvantage of the District;

21 254. Defendants allowed co-conspirators Galatolo and Nuñez to become financially interested
22 in contracts, in violation of Penal Code 424.

23 255. As set forth above, Defendants misrepresented material facts that contributed to
24 Plaintiffs' decisions to award Defendants contracts. Defendants disseminated these untrue and
25 misleading misrepresentations with the intent to secure construction contracts from Plaintiff.

26 256. The misrepresentations and omissions alleged herein are unfair, and thus amount to
27 unfair competition as set forth by the Unfair Competition Law, in that they are immoral, oppressive,
28 unscrupulous and substantially injurious to consumers. The injury to Plaintiff caused by Defendants'

1 actions, greatly outweighs any countervailing benefits to consumers or competition under all of the
2 circumstances.

3 257. As a direct and proximate result of the foregoing acts and practices, Defendants have
4 received, or will receive, income, profits, and other benefits, which they would not have received if they
5 had not engaged in the violations of the UCL described in this complaint.

6 258. As a direct and proximate result of the foregoing acts and practices, Defendants have
7 obtained an unfair advantage over similar businesses that have not engaged in such practices.

8 259. As a direct and proximate cause of Defendants' violations of the Unfair Competition
9 Law, Plaintiff suffered an injury and monetary harm because Plaintiff paid hundreds of millions of
10 dollars to Defendants that it would not have paid to the Defendants, and paid more for the construction
11 of the promised building projects than it would have paid to other potential contractors who did not
12 engage in unfair competition.

13 260. Plaintiff has been damaged by said practices. Pursuant to California Business and
14 Professions Code §§ 17200 and 17203, Plaintiff, on behalf of itself and all others similarly situated,
15 seeks relief as prayed for below.

16 261. As a result of Defendants' violations of the Business & Professions Code section 17200,
17 et seq., Plaintiff is entitled to equitable relief in the form of full restitution.

18 262. Plaintiff also seeks and order enjoining Defendants from continuing their unlawful
19 business practices and from such future conduct.

20 WHEREFORE, Plaintiff prays for relief as set forth below.

21 **THIRD CAUSE OF ACTION**

22 **UNJUST ENRICHMENT AND CONSTRUCTIVE TRUST**

23 **(against all Defendants)**

24 263. The Plaintiff re-alleges and incorporates by reference each of the allegations contained
25 in the preceding paragraphs of this Complaint as though fully alleged in this Cause of Action.

26 264. Plaintiff paid Defendants and various Doe Defendants for construction and professional
27 services under contracts with the District;

28

1 (c) above, as did the one or more District officials, including Galatolo and Nuñez, who received those
2 gifts or loans.

3 278. The District has no adequate remedy at law. Failure to determine the District's rights
4 under the subject projects will irreparably injure the District by permitting private contractors to
5 unjustly enrich themselves from a public contract influenced by the conduct of a corrupt public official,
6 namely Galatolo and Nuñez and potentially Doe defendants.

7 279. The District requires a judicial determination of its rights and duties under the various
8 projects with the Defendants so that the District may act in accordance with those rights and duties.
9 The District intends to honor its lawful obligations but requires a judicial determination of what those
10 obligations are so that the District may elect its remedies.

11 WHEREFORE, Plaintiff prays for relief as set forth below.

12 **SIXTH CAUSE OF ACTION**

13 **AIDING AND ABETTING BREACH OF FIDUCIARY DUTY**

14 **(against all Defendants)**

15 280. Plaintiff incorporates by reference and realleges each and every allegation set forth
16 above, as if fully set forth herein.

17 281. At all relevant times, Galatolo was the Chancellor of the District, and Nuñez was the
18 Vice Chancellor for Facilities and Planning of the District. In these roles they owed a fiduciary duty to
19 the District;

20 282. Galatolo and Nuñez acted on Plaintiff's behalf for purposes of ensuring that the District
21 would award lucrative contracts to Defendants;

22 283. Further, Galatolo and Nuñez knowingly acted against Plaintiff's interests in connection
23 with accepting bribes from Defendants, and without Plaintiff giving informed consent to them;

24 284. Further, Galatolo and Nuñez acted on behalf of a party whose interests were adverse to
25 Plaintiff in connection with numerous projects, when Galatolo and Nuñez acted on behalf of
26 Defendants and possibly yet to be names Doe Defendants, and in a way that lined their own pockets,
27 and the pockets of Defendants at the expense of Plaintiff, all of which was done without the informed
28 consent of Plaintiff;

1 285. Plaintiff was harmed by Galatolo and Nuñez’ breaches of fiduciary duties that they owed
2 Plaintiff;

3 286. Defendants are responsible for the harm to Plaintiff because they aided and abetted
4 Galatolo and Nuñez in breaching their fiduciary duties to Plaintiff;

5 287. Defendants knew that there was a breach of fiduciary duty by Galatolo and Nuñez and
6 Defendants gave substantial assistance and/or encouragement to Galatolo and Nuñez;

7 288. Defendants and Doe Defendants’ conduct was a substantial factor in causing great loss
8 to the District and the public, in violation of the law.

9 WHEREFORE, the District prays for relief as set forth below.

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1 **XII. PRAYER FOR RELIEF**

2 **WHEREFORE**, the District prays for judgment against defendants as follows:

- 3 1. For an award of full economic damages according to proof, including full contract costs;
- 4 2. For this Court to impose a constructive trust over the funds all Defendants obtained to
- 5 unjustly enrich themselves to the detriment of the District;
- 6 3. An order of restitution in a sum to be determined at trial;
- 7 4. For a judgment declaring all contracts entered into with the Defendants void pursuant to
- 8 Gov. Code § 1090 *et seq.*, fraud and all legal causes;
- 9 5. For restoration of benefits without offset provided by the District in an amount to be
- 10 proven at trial pursuant to Gov. Code § 1090 *et seq.*;
- 11 6. For punitive damages;
- 12 7. For costs of suit incurred herein; and
- 13 8. For such other and further relief as the Court may deem just and proper.

14 Dated: February 8, 2023

COTCHETT, PITRE & McCARTHY, LLP

15 By: 

16 ANNE MARIE MURPHY

GOETHALS LEGAL, P.C.

17 By: 

18 JOSEPH M. GOETHALS

19 *Attorneys for Plaintiff*
20 *San Mateo County Community College District*

21 **XIII. DEMAND FOR JURY TRIAL**

22 The District demands a trial by jury on all issues so triable.

23 Dated: February 8, 2023

COTCHETT, PITRE & McCARTHY, LLP

24 By: 

25 ANNE MARIE MURPHY

GOETHALS LEGAL, P.C.

26 By: 

27 JOSEPH M. GOETHALS

28 *Attorneys for Plaintiff*
San Mateo County Community College District

TAB A



PUBLIC ANNOUNCEMENT OF CLOSED SESSION BOARD ACTION

DATE OF ACTION: FEBRUARY 6, 2021

The following statement was read in public session of the San Mateo County Community College District Board of Trustees on February 6, 2021:

“We are now reconvening into open session, and pursuant to California Government Code Section 54957.1, the following reportable action was taken in closed session this afternoon with all trustees present:

Pursuant to California Government Code Section 54957(a)(5), the Board, by a unanimous approval, voted to rescind and otherwise terminate its relationship with the Chancellor Emeritus.”

BACKGROUND TO BOARD ACTION

In light of the significant number of questions from various sources as to the San Mateo County Community College Board of Trustees' recent action to terminate its relationship with former Chancellor Ron Galatolo as announced on February 6, 2021, and in light of the Board's obligation to respond to public inquiries, the following background information is provided based on the information currently known to the Board:

- The Board of the College District has been carefully monitoring the investigation of the San Mateo County District Attorney's Office.
- In the course of the District's cooperation with that investigation, various matters have come to light that do not appear to have been presented to the Board by former Chancellor Galatolo.

BACKGROUND RE BOARD ACTION (FEBRUARY 6, 2021)

Page 2

- These matters include the apparent use of public funds for retirement incentives, undisclosed personal relationships with vendors for the District, and undisclosed receipt of gifts from contractors who work for the District. These gifts appear to have included high-end travel, concert tickets and meals and do not appear to have been reported on a Form 700 as required by law.
 - Form 700 is a disclosure form required by the California Fair Political Practices Commission. The disclosure is intended to ensure that no official or public employee participates in government decisions where they have a personal interest, and to provide transparency to the public regarding gifts received by such persons.
- Separate from the Form 700 issues, the nature and/or extent of Mr. Galatolo's activities with vendors doing business with the District were not disclosed to the Board.
- Mr. Galatolo had numerous opportunities to report these matters to the Board but he failed to do so during his time as Chancellor.
- Over the last nearly 18 months, Mr. Galatolo has served as Chancellor Emeritus, a paid employee of the District. Again, during that time, Mr. Galatolo did not raise these matters to the Board.
- Prior to the Board's action, the Board asked Mr. Galatolo to provide it with any exculpatory information. Mr. Galatolo refused to provide substantive responses to the Board's inquiry. Mr. Galatolo asserted instead that he should not be required to "incur the burden and expense of answering such allegations," even though he was being fully compensated as an employee of the District at the time.

BACKGROUND RE BOARD ACTION (FEBRUARY 6, 2021)

Page 3

- As fiduciaries to the District and in consideration of its responsibilities to the public, the Board has now severed its relationship with Mr. Galatolo.
- The Board expects all employees of the District to be held to high standards of professionalism and integrity and it took action in a manner consistent with those standards.
- In making its decision, the Board is acting as an employer and fiduciary to the District.
- Any inquiries regarding the District Attorney's ongoing investigation of Mr. Galatolo should be directed to the District Attorney's Office or Mr. Galatolo's counsel.

TAB B

Vice chancellor charged in San Mateo County Community College corruption case – Palo Alto Daily Post



Jose Nunez, vice chancellor of facilities for the San Mateo County Community College District.

By the Daily Post staff

The first shoe dropped yesterday (Dec. 21) in the San Mateo County Community College District corruption case.

San Mateo County District Attorney announced he has filed 15 felony charges against Jose Nunez, who has served as the vice chancellor of facilities for the district for the past 21 years.

Charges include:

- Embezzlement of Public Moneys. Wagstaffe said Nunez assisted in directing the award of the contract to design and build a solar energy system at Canada College to the architectural firm of Allana, Buick and Bers of Palo Alto in 2013 and 2014.

- Twelve counts of perjury for failing to report a number of gifts he received from vendors.
- Illegally using college district resources to support a campaign for a candidate for district trustee. The candidate hasn't yet been named.
- Illegally using college district resources to support a March 2020 statewide ballot measure, Prop. 13, a bond measure that would have provided \$2 billion to community college capital projects statewide.

Nunez is scheduled to be arraigned today (Dec. 22) at 9 a.m. in the Hall of Justice in Redwood City.

The target of the investigation has long been thought to be former Chancellor Ron Galatolo, who was Nunez's boss for many years. Wagstaffe concluded a statement about the case by saying, "Our investigation into possible criminal conduct at the district continues, aided by my Bureau of Investigation." In other words, stay tuned.

Nunez has been placed on leave, the college district's public affairs spokeswoman said.

Nunez made \$292,632 in regular pay in 2019, the most recent year for which information was available on the government salary website [Transparent California](#). Including fringe benefits, his compensation that year totaled \$390,689.

Pick up today's Daily Post for more on this story.



12/22
NTA

1 STEPHEN M. WAGSTAFFE, DISTRICT ATTORNEY
County of San Mateo, State of California
2 State Bar No. 78470
400 County Center, Third Floor
3 Redwood City, CA 94063
By: Joseph L. Cannon, Deputy District Attorney
4 Telephone: (650) 363-4636
Attorney for Plaintiff

FILED
SAN MATEO COUNTY

DEC 16 2021

Clerk of the Superior Court

[Signature]
DEPUTY CLERK

8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 IN AND FOR THE COUNTY OF SAN MATEO

10 THE PEOPLE OF THE STATE OF CALIFORNIA

11 Plaintiff,

12 vs.

13 JOSE D NUNEZ
14 12 BROOKLINE DR
15 NOVATO, CA 94949

16 Defendant.

REPORT NO. DI19041701
DA CASE NO. 0851352

FELONY COMPLAINT

21 SF 014456A

17
18 I, the undersigned, say, on information and belief, that in the County of San Mateo, State of
19 California:

20 COUNT 1: PC424(a) (Felony)

21 On or between October 24, 2013 and December 31, 2014, in the County of San Mateo, State of
22 California, the crime of Public Officer Crime in violation of PC424(a), a Felony, was committed in
23 that JOSE D NUNEZ being a person described in Penal Code section 424 charged with the receipt,
24 safekeeping, transfer, or distribution of public moneys, did in a manner not incidental or minimal

1 loan the same, or a portion thereof, made a profit out of, or used the same for a purpose not
2 authorized by law, to wit: directing the award of the Canada College Solar Photovoltaic Design-
3 Builds Project contract and further payments to Allana, Buick and Bers for said project.
4

5 ENHANCEMENT 1

6 PC803(c): Special Allegation-Statute Of Limitations-Late Discovery (Zamora Allegation)

7 It is further alleged as to Count 1 , offenses described in Penal Code section 803(c),that the above
8 violation was not discovered until May 2, 2019 by San Mateo County District Attorney's Office
9 Inspector Jordan Boyd by interviewing former San Mateo County Community College District
10 Employees, and that no victim of said violation and no law enforcement agency chargeable with the
11 investigation and prosecution of said violation had actual and constructive knowledge of said
12 violation prior to said date because Defendant concealed the above conduct, within the meaning of
13 Penal Code section 803(c).

14 COUNT 2: PC118(a) (Felony)

15 On or about March 4, 2009, in the County of San Mateo, State of California, the crime of Perjury By
16 Declaration in violation of PC118(a), a Felony, was committed in that JOSE D NUNEZ did
17 unlawfully, under penalty of perjury, declare as true, that which was known to be false, to wit:
18 Defendant had no reportable interest on any schedule on his California Form 700 for calendar year
19 2008.

20 COUNT 3: PC118(a) (Felony)

21 On or about February 16, 2010, in the County of San Mateo, State of California, the crime of Perjury
22 By Declaration in violation of PC118(a), a Felony, was committed in that JOSE D NUNEZ did
23 unlawfully, under penalty of perjury, declare as true, that which was known to be false, to wit:
24

1 Defendant had no reportable interest on any schedule on his California Form 700 for calendar year
2 2009.

3 COUNT 4: PC118(a) (Felony)

4 On or about March 30, 2011, in the County of San Mateo, State of California, the crime of Perjury By
5 Declaration in violation of PC118(a), a Felony, was committed in that JOSE D NUNEZ did
6 unlawfully, under penalty of perjury, declare as true, that which was known to be false, to wit:

7 Defendant had only 2 reportable gifts on his California Form 700 for calendar year 2010.

8 COUNT 5: PC118(a) (Felony)

9 On or about March 22, 2012, in the County of San Mateo, State of California, the crime of Perjury By
10 Declaration in violation of PC118(a), a Felony, was committed in that JOSE D NUNEZ did
11 unlawfully, under penalty of perjury, declare as true, that which was known to be false, to wit:

12 Defendant had only 5 reportable gifts on his California Form 700 for calendar year 2011.

13 COUNT 6: PC118(a) (Felony)

14 On or about March 19, 2013, in the County of San Mateo, State of California, the crime of Perjury By
15 Declaration in violation of PC118(a), a Felony, was committed in that JOSE D NUNEZ did
16 unlawfully, under penalty of perjury, declare as true, that which was known to be false, to wit:

17 Defendant had no reportable interest on any schedule on his California Form 700 for calendar year
18 2012.

19 COUNT 7: PC118(a) (Felony)

20 On or about March 21, 2014, in the County of San Mateo, State of California, the crime of Perjury By
21 Declaration in violation of PC118(a), a Felony, was committed in that JOSE D NUNEZ did
22 unlawfully, under penalty of perjury, declare as true, that which was known to be false, to wit:

23 Defendant had received only 3 reportable gifts on his California Form 700 for calendar year 2013.

24 COUNT 8: PC118(a) (Felony)

1 On or about March 24, 2015, in the County of San Mateo, State of California, the crime of Perjury By
2 Declaration in violation of PC118(a), a Felony, was committed in that JOSE D NUNEZ did
3 unlawfully, under penalty of perjury, declare as true, that which was known to be false, to wit:
4 Defendant had received only 4 reportable gifts on his California Form 700 for calendar year 2014.

5 COUNT 9: PC118(a) (Felony)

6 On or about March 1, 2016, in the County of San Mateo, State of California, the crime of Perjury By
7 Declaration in violation of PC118(a), a Felony, was committed in that JOSE D NUNEZ did
8 unlawfully, under penalty of perjury, declare as true, that which was known to be false, to wit:
9 Defendant had received only 3 reportable gifts on his California Form 700 for calendar year 2015.

10 COUNT 10: PC118(a) (Felony)

11 On or about February 28, 2017, in the County of San Mateo, State of California, the crime of Perjury
12 By Declaration in violation of PC118(a), a Felony, was committed in that JOSE D NUNEZ did
13 unlawfully, under penalty of perjury, declare as true, that which was known to be false, to wit:
14 Defendant had received only 3 reportable gifts on his California Form 700 fro calendar year 2016.

15 COUNT 11: PC118(a) (Felony)

16 On or about March 22, 2018, in the County of San Mateo, State of California, the crime of Perjury By
17 Declaration in violation of PC118(a), a Felony, was committed in that JOSE D NUNEZ did
18 unlawfully, under penalty of perjury, declare as true, that which was known to be false, to wit:
19 Defendant had received only 7 reportable gifts on his California Form 700 for calendar year 2017.

20 COUNT 12: PC118(a) (Felony)

21 On or about March 11, 2019, in the County of San Mateo, State of California, the crime of Perjury By
22 Declaration in violation of PC118(a), a Felony, was committed in that JOSE D NUNEZ did
23 unlawfully, under penalty of perjury, declare as true, that which was known to be false, to wit:
24 Defendant had received only 7 reportable gifts on his California Form 700 for calendar year 2018.

1 ENHANCEMENT 1

2 PC803(c): Special Allegation-Statute Of Limitations-Late Discovery (Zamora Allegation)

3 It is further alleged as to Count 1 , offenses described in Penal Code section 803(c),that the above
4 violation was not discovered until September 17, 2019 by San Mateo County District Attorney's
5 Office Inspector Jordan Boyd by receiving San Mateo County Community College District
6 employee e-mails obtained via search warrant, and that no victim of said violation and no law
7 enforcement agency chargeable with the investigation and prosecution of said violation had actual
8 and constructive knowledge of said violation prior to said date because Defendant concealed said
9 charged conduct, within the meaning of Penal Code section 803(c).

10 COUNT 15: EC7054 (Felony)

11 On or between November 22, 2019 and January 27, 2020, in the County of San Mateo, State of
12 California, the crime of Use Of School District or College District Funds for Political Purposes in
13 violation of Education Code 7054, a Felony, was committed in that JOSE D NUNEZ did willfully
14 and unlawfully use school district or community college district funds, services, supplies or
15 equipment for the purpose of urging the support or defeat of any ballot measure or candidate, to wit:
16 Yes On Prop. 13 Meet and Greet Fundraiser at Skyline College.

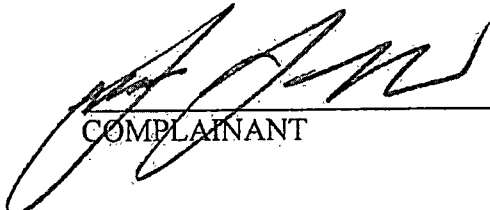
17 NOTICE: Conviction of any of the above felony counts requires relinquishment of firearms,
18 ammunition and ammunition feeding devices.

19
20 Pursuant to Penal Code Section 1054.5(b), the People are hereby informally requesting that
21 defendant(s) and his or her attorney provide to the People the discovery required by Penal Code
22 Section 1054.3. This is a continuing request pursuant to the provisions of Penal Code Section 1054.7.

23 I declare under penalty of perjury that the foregoing is true and correct except for those things
24 stated on information and belief and those I believe to be true.

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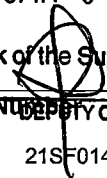
Executed on December 16, 2021, at San Mateo County, California.



COMPLAINANT

JLC/jlc

TAB C

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN MATEO <input checked="" type="checkbox"/> Hall of Justice <input type="checkbox"/> Northern Division 400 County Center / 1050 Mission Road Redwood City, CA 94063 South San Francisco, CA 94080		FILED SAN MATEO COUNTY JAN 05 2022 Clerk of the Superior Court By  DEPUTY CLERK 21SF014456A
THE PEOPLE OF THE STATE OF CALIFORNIA vs. Jose D. Nunez		
PLAINTIFF DEFENDANT		
DECLARATION CONCERNING A PLEA OR CHANGE OF PLEA TO GUILTY OR NOLO CONTENDERE; FINDING AND ORDER (FELONY)		

I, the above named defendant in the above-entitled criminal action, and in support of my motion, which will be made in open court personally and by my attorney, to plead to change my plea(s) to guilty nolo contendere

1. My attorney, in this action is: Lyn Agre
2. I am charged in the Complaint in this action with having violated Count 1: PC 424 (a) w/ special allegation PC 803(c); Counts 2-13: PC 118(a) w/ special allegation 803(C);
(code, section(s), count(s))
Counts 14-15: Education Code 7054;
3. I desire to plead change my plea(s) to guilty / nolo contendere to
Counts 14: Education Code 7054 & Count 15: Education Code 7054
(state code, section(s) and count(s), including lesser offense(s) to which plea is to be made)
4. I do / do not understand the nature of the charge(s) against me.
5. I have / have not discussed the nature of the charge(s) against me and the possible defenses thereto with my attorney.
6. My attorney has / has not explained my constitutional rights to a trial by jury, to confront witnesses against me, the process of the Court to compel the attendance of witnesses on my behalf, the right to remain silent or, if I so choose, to testify for myself.
7. I do / do not realize that I give up these rights by pleading guilty or nolo contendere.
I understand that a plea of nolo contendere has the same legal effect as a plea of guilty.
8. I understand:
 - a. that I am prohibited from owning, purchasing, receiving, possessing, or having under my custody or control any firearms, ammunition and ammunition feeding devices, including but not limited to magazines.
 - b. that I am required to fill out a Prohibited Persons Relinquishment Form (PPRF) truthfully and in a timely manner.
 - c. that I shall relinquish all firearms in accordance with procedures detailed in the PPRF.
9. I understand that if I am not a citizen, conviction of the offense for which I have been charged **will** have the consequences of deportation, exclusion from admission to the United States or a denial of naturalization.
10. My decision to change my plea(s) to plead guilty / nolo contendere has / has not been made freely and voluntarily, without threat or fear to me or anyone closely related to or associated with me.

CHANGE OF PLEA FORM - FELONY

Form adopted for Mandatory Use

Local Court Form CRC -6 Rev. Jun 2018

Page 1 of 2

www.sanmateocourt.org

Attachment to Declaration Concerning Change of Plea - Question 12

I will waive time for sentencing and the and sentencing will be determined at the conclusion of matters related to the investigation by the District Attorney's office into the San Mateo County Community College District. The sentence will be decided by the Trial Judge after a determination by that Judge as to whether Mr. Nunez provided complete and truthful testimony if he is called as a witness in any related court proceeding, along with other factors relevant to sentencing. Mr. Nunez retains the right under law to request a reduction of either charge pursuant to Penal Code section 17b. The remaining counts 1-13, along with the related special allegations, will be dismissed.

TAB D

Stephen M. Wagstaffe, District Attorney



COUNTY OF SAN MATEO

CHIEF DEPUTY
SEAN F. GALLAGHER

ASSISTANT DISTRICT ATTORNEYS
REBECCA BAUM
SHIN-MEE CHANG
MORRIS MAYA

400 COUNTY CENTER, 3RD FLOOR | REDWOOD CITY | CALIFORNIA 94063 | TEL: (650) 363-4636

FOR IMMEDIATE RELEASE

People v. Ronald Dario Galatolo 22-SF-004259-A

In April 2019, the San Mateo County District Attorney's Office received a whistle-blower complaint of public corruption against members of the executive leadership of the San Mateo County Community College District. The District operates three Colleges: Cañada College, College of San Mateo, and Skyline College. The current Board of Trustees, through their outside counsel, Pillsbury, Winthrop, Shaw, Pittman, LLP., has been supportive of our efforts in obtaining records and conducting interviews of District personnel, assisting our investigation that has resulted in the filing of these felony charges. In December 2021, the San Mateo County District Attorney's Office brought felony charges against former Vice Chancellor of Facilities Jose Nunez, who pled guilty to two felony violations of Education Code Section 7054 (Use of School Funds for Political Purposes) in January 2022.

The San Mateo County District Attorney's Office now brings felony charges against Ronald Galatolo, the former Chancellor of the San Mateo County Community College District, who was appointed by the Board of Trustees in 2001 and stepped down in August 2019, for the following alleged conduct:

1) In his personal capacity, former Chancellor Galatolo fraudulently reported a \$10,000 charitable donation to the Santa Rosa Junior College Foundation Fire Relief Fund, made to aid students, staff and faculty in recovering from the Tubbs fire, on his 2017 state income tax return that was actually a donation made by the San Mateo County Community College District Foundation, as reflected in Counts 1 and 2 of the Complaint, violations of Revenue and Tax Code Section 19705 and 19706;

2) While serving as Chancellor, Galatolo, with the assistance of Vice Chancellor of Facilities Jose Nunez, directed construction projects be awarded to vendors from whom he had received and continued to receive multiple valuable gifts, including concert and sporting events tickets and international travel, and with whom he shared financial interests, as reflected in Counts 3-10 in the Complaint, violations of Penal Code Section 424(a)(2) and Government Code Section 1090;

3) While serving as Chancellor, Galatolo failed to disclose on his required annual Form 700 that he received numerous valuable gifts from construction firms who had business with the District, as reflected in Counts 11-20 in the Complaint, violations of Penal Code Section 118(a);

4) In his personal capacity, former Chancellor Galatolo purchased high-end and classic cars and purposefully under-reported the purchase price to the California DMV as reflected in Counts 20-21 in the Complaint, violations of Penal Code Section 118(a).

Mr. Galatolo is scheduled for arraignment on the felony arrest warrant in this matter on April 15 at 9 a.m. in Redwood City.

1 STEPHEN M. WAGSTAFFE, DISTRICT ATTORNEY
County of San Mateo, State of California
2 State Bar No. 78470
400 County Center, Third Floor
3 Redwood City, CA 94063
By: Joseph L. Cannon, Deputy District Attorney
4 Telephone: (650) 363-4636
Attorney for Plaintiff

FILED
SAN MATEO COUNTY

APR 06 2022

Clerk of the Superior Court

By BJ
DEPUTY CLERK

8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 IN AND FOR THE COUNTY OF SAN MATEO

10 THE PEOPLE OF THE STATE OF CALIFORNIA

11 Plaintiff,

12 vs.

13 RONALD DARIO GALATOLO
14 1330 UNIVERSITY DR
#67
15 MENLO PARK, CA 94025

16 AKA RONALD D GALATOLO,
RON GALATOLO

17 Defendant.

REPORT NO. DI19041701
DA CASE NO. 0839503

FELONY COMPLAINT

22SF004259A

18
19 I, the undersigned, say, on information and belief, that in the County of San Mateo, State of
20 California:

21 COUNT 1: RT19705(a)(1) (Felony)

22 On or about March 13, 2018, in the County of San Mateo, State of California, the crime of Filing
23 False Tax Return in violation of Revenue and Tax Code Section 19705(a)(1), a Felony, was
24 committed in that RONALD DARIO GALATOLO did willfully and unlawfully make or subscribe

1 any statement or return that contained or was verified by a written declaration that it was made under
2 penalty of perjury and that he did not believe to be true and correct as to every material matter.

3 COUNT 2: RT19706 (Felony)

4 On or about March 13, 2018, in the County of San Mateo, State of California, the crime of Filed
5 False Income Tax Return in violation of Revenue and Tax Code Section 19706, a Felony, was
6 committed in that RONALD DARIO GALATOLO did willfully and unlawfully supply information
7 with the intent to evade any tax, or willfully and with like intent made, rendered, signed, or verified
8 any false or fraudulent return or statement or supplied false or fraudulent information.

9 COUNT 3: PC424(a) (Felony)

10 On or between October 24, 2013 and December 31, 2014, in the County of San Mateo, State of
11 California, the crime of Unauthorized Use of Funds by a Public Officer in violation of Penal Code
12 Section 424(a)(2), a Felony, was committed in that RONALD DARIO GALATOLO being a person
13 described in Penal Code section 424 charged with the receipt, safekeeping, transfer, and distribution
14 of public moneys, did in a manner not incidental and minimal loan the same, or a portion thereof,
15 made a profit out of, or used the same for a purpose not authorized by law, to wit: directing the award
16 of the Canada College Solar Photovoltaic Design-Build Project contract to Allana, Buick and Bers.

17 COUNT 4: PC424(a) (Felony)

18 On or between November 18, 2016 and December 8, 2016, in the County of San Mateo, State of
19 California, the crime of Unauthorized Use of Funds by a Public Officer in violation of Penal Code
20 Section 424(a)(2), a Felony, was committed in that RONALD DARIO GALATOLO being a person
21 described in Penal Code section 424 charged with the receipt, safekeeping, transfer, and distribution
22 of public moneys, did in a manner not incidental and minimal loan the same, or a portion thereof, or
23 made a profit out of, or used the same for a purpose not authorized by law, to wit: directing the award
24 of the Canada College Building 23 Project contract to McCarthy Builders.

1 ENHANCEMENT 1

2 PC803(c): Special Allegation-Statute Of Limitations-Late Discovery (Zamora Allegation)

3 It is further alleged as to Count 3-10, offenses described in Penal Code section 803(c), that the above
4 violation was not discovered until May 2, 2019 by San Mateo County District Attorney's Office
5 Inspector Jordan Boyd after interviewing former San Mateo County Community College District
6 employees, and that no victim of said violation and no law enforcement agency chargeable with the
7 investigation and prosecution of said violation had actual or constructive knowledge of said violation
8 prior to said date because Defendant concealed the above conduct, within the meaning of Penal Code
9 section 803(c).

10 COUNT 11: PC118(a) (Felony)

11 On or about February 10, 2011, in the County of San Mateo, State of California, the crime of Perjury
12 By Declaration in violation of Penal Code Section 118(a), a Felony, was committed in that RONALD
13 DARIO GALATOLO did willfully and unlawfully, under penalty of perjury, declare as true, any
14 material matter which he knew to be false, to wit: falsely state on California Form 700, Statement of
15 Economic Interest, that the contents therein were true when, in fact he knew they were not.

16 COUNT 12: PC118(a) (Felony)

17 On or about March 12, 2012, in the County of San Mateo, State of California, the crime of Perjury By
18 Declaration in violation of Penal Code Section 118(a), a Felony, was committed in that RONALD
19 DARIO GALATOLO did unlawfully, under penalty of perjury, declare as true, that which was
20 known to be false, to wit: falsely state on California Form 700, Statement of Economic Interest, that
21 the contents therein were true when, in fact he knew they were not.

22 COUNT 13: PC118(a) (Felony)

23 On or about March 7, 2014, in the County of San Mateo, State of California, the crime of Perjury By
24 Declaration in violation of Penal Code Section 118(a), a Felony, was committed in that RONALD

1 DARIO GALATOLO did willfully and unlawfully, under penalty of perjury, declare as true, any
2 material matter which he knew to be false, to wit: falsely state on California Form 700, Statement of
3 Economic Interest, that the contents therein were true when, in fact he knew they were not.

4 COUNT 14: PC118(a) (Felony)

5 On or between March 25, 2015 and March 30, 2015, in the County of San Mateo, State of California,
6 the crime of Perjury By Declaration in violation of Penal Code Section 118(a), a Felony, was
7 committed in that RONALD DARIO GALATOLO did willfully and unlawfully, under penalty of
8 perjury, declare as true, any material matter which he knew to be false, to wit: falsely state on
9 California Form 700, Statement of Economic Interest, that the contents therein were true when, in
10 fact he knew they were not.

11 COUNT 15: PC118(a) (Felony)

12 On or about April 1, 2016, in the County of San Mateo, State of California, the crime of Perjury By
13 Declaration in violation of Penal Code Section 118(a), a Felony, was committed in that RONALD
14 DARIO GALATOLO did willfully and unlawfully, under penalty of perjury, declare as true, any
15 material matter which he knew to be false, to wit: falsely state on California Form 700, Statement of
16 Economic Interest, that the contents therein were true when, in fact he knew they were not.

17) COUNT 16: PC118(a) (Felony)

18 On or about March 27, 2017, in the County of San Mateo, State of California, the crime of Perjury By
19 Declaration in violation of Penal Code Section 118(a), a Felony, was committed in that RONALD
20 DARIO GALATOLO did willfully and unlawfully, under penalty of perjury, declare as true, any
21 material matter which he knew to be false, to wit: falsely state on California Form 700, Statement of
22 Economic Interest, that the contents therein were true when, in fact he knew they were not.

1 County Clerk's Office and confirming disparities via subsequent investigation, and that no victim of
2 said violation and no law enforcement agency chargeable with the investigation and prosecution of
3 said violation had actual or constructive knowledge of said violation prior to said date because
4 Defendant concealed gifts by failing to report them on his California Form 700 Statements of
5 Economic Interest, within the meaning of Penal Code section 803(c).

6 COUNT 20: PC118(a) (Felony)

7 On or about September 24, 2015, in the County of San Mateo, State of California, the crime of
8 Perjury By Declaration in violation of PC118(a), a Felony, was committed in that RONALD DARIO
9 GALATOLO did unlawfully, under penalty of perjury, declare as true, that which was known to be
10 false, to wit: falsely state the purchase price of 1963 Chevrolet Corvette VIN:3087S105944 as \$2,500
11 on his Application for Title and Registration for said vehicle when he knew that to be false.

12
13 ENHANCEMENT 1

14 PC803(c): Special Allegation-Statute Of Limitations-Late Discovery (Zamora Allegation)

15 It is further alleged as to Count 20, offenses described in Penal Code section 803(c), that the above
16 violation was not discovered until May 29, 2020 by San Mateo County District Attorney's Office
17 Inspector Jordan Boyd by when he received certified registration records from the California
18 Department of Motor Vehicles for 1963 Chevrolet Corvette VIN:3087S105944, and that no victim of
19 said violation and no law enforcement agency chargeable with the investigation and prosecution of
20 said violation had actual or constructive knowledge of said violation prior to said date because
21 Defendant concealed the accurate purchase price of 1963 Chevrolet Corvette VIN:3087S105944 from
22 the California Department of Motor Vehicles, within the meaning of Penal Code section 803(c).

T A B E

Exhibit #	Date	Orig Doc REF
06-1-5CA	01/25/06	DW Roofing and Waterproofing Consulting Services
1	7/24/09	CAN B5/6 Renovation Peer Review
2	1/13/10	CAN FMC Roof Ventilation Monitor Leak Hood Mock Up
PSA dated 01/4/2010+ Exhibit 1	2/11/10	SKY B1 replacement of Lobby + Lights Project
10-3-101B	03/10/10	Consulting on Erosion Control Skyline College; Energy Division Consulting on Alternative Energy Opportunities
Addendum 1 to Exhibit 1	3/23/10	Additional Services for CAN B5/6 Renovation: Opinion of Probable Construction Cost
Addendum 2 to Exhibit 1	4/6/10	Additional Services for CAN B5/6 Renovation: Investigation and Recommendation for "Purple" Wall Cracks
ABB PSA 1	7/6/10	As-needed waterproofing consultation services during CAN B5/6 construction phase
AB&B PSA 2	11/24/10	DW Renewable Energy Feasibility Study
10-12-106B	12/15/2010	Feasibility Study for Alternative Energy Opportunities Districtwide
Exhibit 1 to PSA 2	2/3/11	Co-Gen analysis - SKY and CSM
Exhibit 3 to PSA 1	2/28/11	CAN FMC Roof Louver Renovation
Exhibit 2 to PSA 2	3/21/11	DW - Renewable - additional locations for CAN solar installation
Exhibit 3 to PSA 2	5/6/11	CSM-Building 12 and Colonnades Re-roofing Project
AB&B PSA 3	10/24/12	CSM Investigate, Test and Monitor Aquatic Center
PSA #4	2/4/13	CAN B5,6 and 8 waterproofing
Exhibit 1 to PSA 4	7/3/13	CAN B5,6 and 8 waterproofing add bldg 3,9,18 plus design services
Amendment No 1 to Exhibit 3 PSA #2	8/29/13	CSM-Building 12 and Colonnades Re-roofing Project
13-8-103B	08/14/2013	Architectural and Engineering Services; Cañada College Building leaks (various), Renewable and Sustainable Energy Projects Districtwide, and other needs as required
Exhibit 2 to PSA 4	3/27/14	CAN B9 Test and Investigate Glazing and Plaster
PSA#5	10/9/10	CSM Building 5 Showers Assessment/repair design services
PSA#6	1/8/15	CAN B3 Leak Investigation
PSA #7	2/9/15	Roof replacement CSM B1, 14, 16 Col, SKY 14 and repairs to 19
PSA #8	3/19/15	CAN Vista Leak Investigation
15-4-101B	04/29/2015	Architectural and Engineering Services for Districtwide Building Envelope, Water Proofing and Energy Efficiency Projects
PSA #9	4/8/16	CAN B9 Water Leak Investigation & Testing
PSA #10	2/6/17	CAN B1 Building Envelope Commissioning Services
PSA #11	2/23/17	Sky B12 Building Envelope Commissioning Services
17-4-102B	4/26/17	Architectural and Engineering Services for CAÑ B9 Water Leak Repairs Project and Building Envelope, Water Proofing Consulting Services for DW Projects
PSA #12	4/25/17	CAN B9 Water Leak Design and Repairs
PSA #13	5/11/17	CSM Emergency Water Infiltration Investigation
PSA #14	6/28/17	CAN Vista Faculty Housing

PSA #15	6/28/17	CAN B13 Roof Replacement Project
PSA #16	7/21/17	CAN B23 Building Envelope Commissioning Services
PSA #17	12/1/17	CSM B234 Roof
PSA #18	2/20/18	CAN B1N Sprint Cell Tower Relocation
PSA #19	2/6/18	CSM B19 & 36 emergency water infiltration investigation
Amendment No. 1 to PSA #12	2/5/18	CAN B9 Envelope Repairs - Phasing/Logistics Plan
18-2-104B	2/28/18	Building Envelope and Waterproofing Architectural, Engineering and Consulting Services for Districtwide Projects
PSA #20	3/1/18	SKY B1 Bldg envelope review
Amendment No. 1 to PSA #9	3/5/18	CAN B9 Water Leak Investigation & Testing
Amendment No 2 to PSA #12	4/2/18	CAN B9 Env Repair Organic Growth
PSA#21	4/12/18	CAN Vista Housing Envelope Repair
PSA #22	6/29/18	SKY Staff & Faculty Housing Project
PSA #29	5/5/20	CAN Vista Housing Envelope Repair
18-9-105B	9/26/18	Building Envelope and Waterproofing Architectural, Engineering and Consulting Services for Districtwide Projects
PSA #23	10/25/18	CAN B9 Envelope Repair Monitoring Services
PSA #24	10/31/18	Sky B12 Building Construction Phase Services
19-3-101B	3/28/19	Building Envelope and Waterproofing Architectural, Engineering and Consulting Services for Districtwide Projects
Amendment No 1 to PSA #16	5/14/19	CAN B23 Science and Technology Building
PSA #25	6/20/19	SKY B3 Waterproofing
Amendment No 3 to PSA #12		CAN B9 Envelope Repairs - Add'l Services
19-7-102B	7/24/19	Building Envelope and Waterproofing Architectural, Engineering and Consulting Services for Districtwide Projects
PSA #26	7/19/19	Construction Phase Testing Services CAN B1
PSA #27	12/10/19	CAN B9 Roof Assessment
PSA #28	1/29/20	SKY B3 Waterproofing
PSA #29	5/25/20	CAN Vista Housing Envelope Repair
PSA #30	7/16/21	SKY B3 Dance Floor Waterproofing
PSA #31	9/17/21	Can B1 Addtl Monitoring & water Testing Sevices

TAB F

Exhibit #	Date	Project Description
Exhibit 30	5/19/10	CAN B5/6 Additional Service: Structural Eng'g Storefronts
Exhibit 31	7/9/10	CAN B5/6 Additional Service: Miscellaneous
Exhibit 32	8/26/10	CAN B5/6 Additional Service Miscellaneous
10-12-106B		Cañada College Architectural Services Modernization of Building 5/6
Exhibit 33	12/16/10	CAN B5/6 Additional Service Miscellaneous
Exhibit 34	3/8/11	CAN B5/6 Additional Services
11-4-104B	04/27/2011	Cañada College Cafeteria Dining Room Modernization
PSA 1	4/14/11	CAN B1 FPP
Exhibit 35	4/29/11	CAN B5 Dining Room
Exhibit 36	9/6/11	CAN B5/6 Extended CA Fees & Close Out
Exhibit 37	10/24/11	CAN B5 Dining Room, Furniture Selection & Layout options
Exhibit 38	2/6/12	CAN B5 Dining Room, Additional Scope of Work
Exhibit 39	2/6/12	CAN B5 Dining Room, CV increase
PSA 2	4/10/13	CAN Feasibility Study
Addendum 1 to PSA #2	8/16/13	CAN Feasibility Study
14-1-8CA	01/22/2014	Architectural Services; Districtwide Programming Services; Cañada College Building 1, College of San Mateo Building 8,
PSA #3	3/7/14	CAN Kinesiology and Wellness - Programming
PSA #4	9/12/14	SKY Environmental Science - Programming
14-10-106B	10/22/2014	Architectural Services for Cañada College Building 1 and Skyline College Environmental Science.
15-3-112B	03/25/2015	CAN Kinesiology and Wellness
15-4-101B	04/29/2015	Architectural Services for Cañada College Building 1 and Skyline College Environmental Science
Exhibit 1 to PSA #3	1/15/15	CAN Kinesiology and Wellness - Additional programming through SD
PSA #5	6/1/15	SKY Environmental Studies - Short Form Agreement - Programming/Concept (50% SD)
Exhibit 2 to PSA #3	6/26/15	CAN Kinesiology and Wellness - Short Form Agreement - finalize Programming and SD Phase documents, set IGMP
PSA#6	7/16/19	CAN B13 Multiple Program Instructional Center
PSA#6 Amendment No.1	9/11/20	CAN B13 Multiple Program Instructional Center
PSA #6 Amendment No.2	5/3/21	CAN B13 Multiple Program Instructional Center
PSA #6 Amendment No.3	10/27/21	CAN B13 Multiple Program Instructional Center

PSA #6 Amendment No.4	12/22/21	CAN B13 Multiple Program Instructional Center
PSA #6 Amendment No.5	6/15/22	CAN B13 Multiple Program Instructional Center