

# **Exhibit 10**



Deposition of:  
**Interview Jack Evans**

*September 16, 2019*

In the Matter of:  
**Interview of Jack Evans**

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INTERVIEW OF JACK EVANS

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Moderated by Steve Bunnell  
Monday, September 16, 2019  
9:56 a.m. to 1:00 p.m.

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1 P R O C E E D I N G S

2 \* \* \* \* \*

3 MR. BUNNELL: Back on the record with  
4 respect to the O'Melveny interview of Councilmember  
5 Jack Evans in connection with the investigation  
6 that O'Melveny had been asked to conduct on behalf  
7 of the City Council. This is the third session of  
8 this interview. I appreciate Mr. Evans'  
9 cooperation -- continuing cooperation with this.

10 Let me just ask you one question.  
11 I saw something, I'm trying to remember exactly  
12 which media source. I saw a reference to a legal  
13 defense fund. You've got good counsel, I assume  
14 they're not free.

15 Do you have a legal defense fund  
16 that's been set up?

17 MR. EVANS: Yes.

18 MR. BUNNELL: Okay. Is there  
19 somebody that's managing that?

20 What's the structure of that?

21 MR. EVANS: Yes. It's being managed  
22 by Don Dinan who's an attorney in town.

1 MR. BUNNELL: Okay. And what is  
2 the -- and I'm not interested in any privileged  
3 aspects of this, but what are the ground rules  
4 around who can contribute to that?

5 MR. EVANS: The best person to ask  
6 would be Don Dinan, so I tell you, I may not be  
7 accurate. So I can tell you what I think, but I  
8 don't -- is that helpful to you, what I think?

9 MR. BUNNELL: Sure, with the caveat  
10 there may be a nuance that you're not aware of.

11 MR. EVANS: I think anybody can  
12 contribute. And I believe the maximum is \$10,000,  
13 but I don't know that for sure. So you'd just be  
14 better off talking to them.

15 MR. BUNNELL: What firm is he at, do  
16 you know?

17 MR. EVANS: His own firm.

18 MR. BUNNELL: His own firm.

19 Approximately when was it set up?

20 MR. EVANS: I think we were open for  
21 business last week.

22 MR. BUNNELL: As far as you know,

1 have any of your former NSE Consulting clients  
2 contributed to the legal defense fund?

3 MR. EVANS: No. But, again, I don't,  
4 but the answer I think would be no.

5 MR. BUNNELL: Okay. Is there any  
6 disclosure that's built into the structure of it?

7 MR. EVANS: You'd have to ask Don.

8 MR. BUNNELL: Okay. Do you have any  
9 other questions about that?

10 MR. LEVISS: Do contributors to the  
11 legal defense fund contribute their funds directly  
12 to you?

13 MR. TUOHEY: To the fund or to Jack?

14 MR. LEVISS: How does somebody make a  
15 contribution to your legal defense fund?

16 MR. EVANS: They write a check to the  
17 fund.

18 MR. LEVISS: Okay. Who did they send  
19 it to?

20 MR. EVANS: Don Dinan.

21 MR. BUNNELL: So it's not going into  
22 your personal checking account --



1 MR. EVANS: No.

2 MR. BUNNELL: -- it's going into some  
3 other account that Don Dinan is handling?

4 MR. EVANS: Correct.

5 MR. LEVISS: Does he report to you,  
6 contributions received, resources?

7 MR. EVANS: Well, it's a hard  
8 question to ask. Who do you mean?

9 MR. BUNNELL: Do you know who's  
10 contributing?

11 MR. EVANS: I can find out, yeah,  
12 sure. I'm sure he would tell me. There's no  
13 reason that he wouldn't tell me.

14 MR. LEVISS: Okay.

15 MR. BUNNELL: Okay.

16 MR. EVANS: But I'd like to stress  
17 again, you need to talk to Don Dinan.

18 MR. BUNNELL: Okay.

19 MR. EVANS: I don't know exactly what  
20 the rules are and the rules aren't.

21 MR. TUOHEY: When you say generally,  
22 the legal defense funds, there's no disclosure to

1 the client during the pendency of that, of who's  
2 contributing. I mean, I've have been involved in a  
3 couple of them, there's no disclosure generally.  
4 That would be inappropriate.

5 MR. LEVISS: That's why I asked.

6 MR. TUOHEY: Yeah, that's general. I  
7 don't know anything about --

8 MR. EVANS: If you guys know the  
9 answer, why are you asking me?

10 MR. BUNNELL: We don't actually.

11 MR. EVANS: Oh, I don't know.

12 MR. BUNNELL: You don't know how your  
13 particular fund is set up?

14 MR. LOWELL: Because he has  
15 divested -- somebody else is handling it so that he  
16 isn't, so that's why he doesn't know.

17 MR. BUNNELL: Understood.  
18 Understood. I just wanted to make sure we had a  
19 general understanding of how it's set up.

20 Let me ask you about Ritchie Cohen  
21 and Willco.

22 MR. EVANS: Okay.

1 MR. BUNNELL: Willco was an NSE  
2 client at some point, correct?

3 MR. EVANS: Yes.

4 MR. BUNNELL: Can you describe your  
5 relationship with Ritchie Cohen? How long you've  
6 known him.

7 MR. EVANS: I've known Ritchie Cohen  
8 since 1990, when I first ran for the City Council.  
9 He's been a supporter of mine throughout all the 28  
10 years that I've been on the City Council. And  
11 that's how I know Ritchie basically. He's not a  
12 social friend of mine. He's not somebody that I'd  
13 go out and do things with or anything of that  
14 nature, he's just been a supporter of mine.

15 MR. BUNNELL: A supporter in the  
16 sense of a contributor?

17 MR. EVANS: A contributor, yes.

18 MR. BUNNELL: And just high strokes,  
19 what does Mr. Cohen and his business -- what do  
20 they do?

21 MR. EVANS: Real estate. That would  
22 be the best way to describe it. [REDACTED]

1 [REDACTED]

2 [REDACTED] Okay. He

3 has a [REDACTED] Rich, and then there's [REDACTED]

4 [REDACTED] I don't know, [REDACTED]

5 [REDACTED] and who -- [REDACTED].

6 And the [REDACTED]

7 [REDACTED]. That's the

8 extent of what I know.

9 MR. BUNNELL: Commercial?

10 Residential? Both?

11 MR. EVANS: I couldn't tell you. I  
12 think it's mostly commercial, but it doesn't mean  
13 they don't have a residential building here and  
14 there.

15 MR. BUNNELL: Okay. Was Willco a  
16 Patton Boggs or Squire Patton client at any point?

17 MR. EVANS: I think we covered this  
18 last time. I attempted, I think, to get Willco a  
19 Patton Boggs client right before I left. I don't  
20 know that they ever were.

21 MR. BUNNELL: Okay. And then Manatt?

22 MR. EVANS: They were a Manatt

1 client.

2 MR. BUNNELL: They were a Manatt  
3 client?

4 Okay. So Willco retained NSE  
5 Consulting in 2016? I don't know the exact date.

6 MR. EVANS: The latter part of 2016  
7 is my recollection.

8 MR. BUNNELL: Okay. And how long did  
9 the engagement last? Do you recall?

10 MR. EVANS: Boy, it's been a year and  
11 a half maybe. I mean the records, you can find  
12 that out.

13 MR. BUNNELL: Yeah, we can figure  
14 that out.

15 MR. EVANS: I don't remember what  
16 exact date.

17 MR. BUNNELL: Do you recall sort of  
18 how and when it terminated roughly?

19 MR. EVANS: Yeah. I think Rich and I  
20 talked. And the idea, again, on the NSE was to set  
21 up retainer agreements. They were all structured  
22 that way. If you need me, give me a call. And we

1 would -- that's how it was structured.

2 I think at the end of the year,  
3 year and a half, whenever it was, we hadn't  
4 really done much together, some, we had  
5 conversations, but not a lot. And so at that  
6 point he decided not to go forward with the  
7 group.

8 MR. BUNNELL: Okay. So you say he  
9 talked a little bit. Can you be a little more  
10 specific about any of the services that you  
11 actually provided above just sort of being  
12 available?

13 MR. EVANS: Well, again, the nature  
14 of the relationships were to have discussions about  
15 general business climate in the region, et cetera.  
16 So as far as pen-to-paper services, no, but general  
17 discussions about what's going on, yes.

18 MR. BUNNELL: So strategic  
19 conversations?

20 MR. EVANS: Correct. Something like  
21 that, yes.

22 MR. BUNNELL: How frequently would

1 you estimate over the year and a half or so that  
2 you had the relationship?

3 MR. EVANS: A couple of times. I  
4 can't say it was once a month. Probably, maybe  
5 not. It's hard to since I don't have records of  
6 it, I don't -- I don't know.

7 MR. BUNNELL: Would it be fair to say  
8 it was primarily a retainer arrangement as opposed  
9 to sort of an ongoing services?

10 MR. EVANS: Yes.

11 MS. RIMON: Is it possible that there  
12 were never any discussions along those lines and it  
13 was just solely a retainer?

14 MR. EVANS: No.

15 MS. RIMON: So you do recall having  
16 some discussions in that period of time?

17 MR. EVANS: Yes.

18 MR. BUNNELL: And the payments that  
19 you received, we've seen the records of checks, I  
20 believe at some point, or invoices. Are there  
21 other forms of compensation that you received?

22 MR. EVANS: No.

1 MR. BUNNELL: Either money or other  
2 things of value?

3 MR. EVANS: No.

4 MR. BUNNELL: Any gifts or other, you  
5 know, sort of benefits that you may have received?

6 MR. EVANS: No.

7 MR. BUNNELL: Either from Willco or  
8 from Ritchie Cohen personally?

9 MR. EVANS: No.

10 MR. BUNNELL: Like a birthday present  
11 or anything purely personal?

12 MR. EVANS: No.

13 MR. BUNNELL: Specifically with  
14 respect to the Willco -- do you think of it as a  
15 Willco relationship or a Cohen relationship or a  
16 little bit of both?

17 MR. EVANS: The contract was with  
18 Willco. Richard was the contact person at Willco.

19 MR. BUNNELL: Okay. So to be  
20 precise, I should refer to it as a Willco  
21 relationship. Is that fair?

22 MR. EVANS: Yes.



1 MR. BUNNELL: Okay. Before entering  
2 into the Willco relationship, did you seek any  
3 ethics advice specifically with respect to Willco?

4 MR. EVANS: Ethics advice? No.

5 MR. BUNNELL: And was Willco  
6 disclosed in any form -- we've seen your financial  
7 disclosure statements, but were there any other  
8 disclosures of your outside employment that would  
9 have included Willco?

10 MR. EVANS: No.

11 MR. BUNNELL: As far as you knew, did  
12 your staff at the council know that Willco was a  
13 NSE client?

14 MR. EVANS: With this caveat, the  
15 answer is no. Schannette, of course, typed up some  
16 of my agreements, so she may have known only  
17 because she was typing up an agreement. But maybe  
18 not, maybe she didn't focus on the name Willco.  
19 But no, my staff was unaware.

20 MR. BUNNELL: Let's go to Tab 35.  
21 Have you had chance to look at some of these  
22 documents beforehand?

1           Because I just want to give you a  
2 reasonable amount of time, but if you've seen  
3 them before, we can move more quickly.

4           MR. LOWELL: You would have to do  
5 that on a document-by-document basis.

6           MR. BUNNELL: Okay.

7           MR. LOWELL: In your first looseleaf  
8 book, there are some that you sent to him two plus  
9 weeks ago, three maybe, some were added from that  
10 moment to his last interview, so you'll have to  
11 just see.

12          MR. BUNNELL: Okay.

13          MR. LOWELL: I don't know the answer.

14          MR. BUNNELL: I just want to make  
15 sure that you have time to get familiar with it, so  
16 just take a look at 35. And there's a document  
17 behind it as well.

18          MR. EVANS: Okay.

19          MR. BUNNELL: So the document  
20 behind -- so Tab 35 is an email from a woman named  
21 [REDACTED] at, it looks like, Squire Patton Boggs  
22 to you -- actually to Richard Cohen, copying you.

1 MR. EVANS: Right.

2 MR. BUNNELL: It's dated December 22,  
3 2014. And it appears to have an attachment. And  
4 the attachment is behind the blue page and it is a  
5 proposed representation -- a letter about a  
6 proposed representation from you to Richard Cohen.  
7 Right?

8 MR. EVANS: Yes.

9 MR. BUNNELL: Do you have any  
10 recollection of this?

11 MR. EVANS: Yes.

12 MR. BUNNELL: Okay. What is the --  
13 what's your recollection in terms of the origins of  
14 this proposed representation?

15 How did this come about?

16 MR. EVANS: Again, one of my jobs at  
17 Squire Patton Boggs was to bring in new clients.  
18 As I mentioned, Ritchie at Willco was someone I  
19 reached out to. And if you look at the date, it's  
20 December 22nd, '14. I left the firm a week later.

21 MR. BUNNELL: Okay.

22 MR. EVANS: Or maybe two weeks later,

1 or sometime in January, I don't remember when it  
2 was. So nothing ever came from this. I do believe  
3 we did have a meeting and that's it.

4 MR. BUNNELL: Had you done any prior  
5 work for Willco or Cohen while at Patton Boggs?

6 MR. EVANS: No.

7 MR. BUNNELL: I'm sorry, I asked that  
8 already. This doesn't refresh your recollection  
9 about anything previously. Is that correct?

10 MR. EVANS: We did not do any prior  
11 work for Willco at Patton Boggs.

12 MR. BUNNELL: Let's go to Tab 36.  
13 Tab 36 is a draft report for the New York Avenue  
14 Gateway Development and Financial Incentives Act of  
15 2014. It's undated except for the year, which is  
16 2014. And then there's a number of pages behind  
17 it, and it's summarizing various aspects of this  
18 testimony and legislative history.

19 I'm not going to get into the  
20 details of it, I just want to ask you at a high  
21 level whether you recall this piece of  
22 legislation?

1 MR. EVANS: Yes.

2 MR. BUNNELL: Okay. And what do you  
3 recall about it, sort of at a high level?

4 MR. EVANS: Since I've been on the  
5 council --

6 MR. BUNNELL: Does it involve Sound  
7 Studios?

8 MR. EVANS: Since I've been on the  
9 council back in 1991, I have done legislation,  
10 remote development of New York Avenue. It really  
11 goes back that far. I think even when John was on  
12 the council with me, John Ray, we did legislation  
13 together. And so this is one of the continuing  
14 number of bills since the '90s to put in place tax  
15 inverts to develop New York Avenue.

16 New York Avenue is the gateway into  
17 the District of Columbia. And it is -- it's  
18 getting better, but certainly back in these days,  
19 it was in dire shape. And so this was one of  
20 many bills that you will find my name on. Again,  
21 going back 25 years.

22 MR. BUNNELL: Okay. And with respect

1 to this particular bill, it appears from this  
2 report that Ritchie Cohen, as president of  
3 Willco -- chairman and president, was one of the  
4 people that testified in support of the  
5 legislation?

6 MR. EVANS: Yeah, I see that here.  
7 Yes.

8 MR. BUNNELL: Do you have a  
9 recollection of him actually appearing in front of  
10 a committee?

11 MR. EVANS: I don't.

12 MR. BUNNELL: When did you begin  
13 negotiations for employment with Manatt?

14 MR. EVANS: With Manatt? I left  
15 Patton Boggs in early '15, probably in the  
16 summertime, I'd say. Maybe even earlier. It's  
17 hard a question to answer.

18 MR. BUNNELL: Summer of 2014?

19 MR. EVANS: No, no, no. After I  
20 left -- even Squire --

21 MR. BUNNELL: I'm not trying to trick  
22 you up here.

1 MR. EVANS: Well, there's --

2 MR. BUNNELL: There's an email that  
3 we talked about previously from John Ray that  
4 attached a business plan.

5 MR. EVANS: Oh, okay. Whatever that  
6 date --

7 MR. BUNNELL: Do you remember that?  
8 It was the one where we went  
9 through each of the clients?

10 MR. EVANS: Yes.

11 MR. BUNNELL: Okay. And let me see  
12 if I can find that one.

13 MR. EVANS: What's the --

14 MR. BUNNELL: That's in January of  
15 2015.

16 MR. EVANS: Okay. Well, that would  
17 be when I would have started.

18 MR. BUNNELL: Okay. I mean you  
19 obviously were doing something at that point  
20 because there's the email traffic.

21 MR. EVANS: Okay.

22 MR. BUNNELL: So really the question

1 is, prior to leaving Patton -- Squire Patton at  
2 the -- right about the end of 2014, had you already  
3 been talking to Manatt?

4 MR. EVANS: No.

5 MR. BUNNELL: So you didn't talk to  
6 Manatt until after you left?

7 MR. EVANS: Correct. Because leaving  
8 Squire Patton Boggs was a surprise.

9 MR. BUNNELL: Okay. So you weren't  
10 looking to leave any time prior to the time that  
11 they --

12 MR. EVANS: No.

13 MR. BUNNELL: All right.

14 MR. EVANS: Now, a number of -- just  
15 to add this, a number of Squire Patton Boggs people  
16 had already left and gone to that Manatt, but I at  
17 that point believed I was going to stay at Squire  
18 Patton Boggs.

19 MR. BUNNELL: And this was in the  
20 wake of the merger between -- I forget -- Squire  
21 Sanders and Patton Boggs.

22 MR. EVANS: Patton Boggs, yes.



1 MR. BUNNELL: Okay. Let's go to Tab  
2 37. So this is a document that's captioned, "The  
3 Understanding." And it appears to be an  
4 understanding between Manatt and Willco, with  
5 respect to assistance that you and John Ray are  
6 going to provide in obtaining lease extensions for  
7 certain properties?

8 MR. EVANS: Yes.

9 MR. BUNNELL: Do you recall this?

10 MR. EVANS: Yes.

11 MR. BUNNELL: Again, what was the  
12 origins of this?

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█ I do remember the issue. Again,  
John -- we were both at Manatt, Willco was a client  
of Manatt, and this was an issue that they were  
interested in pursuing. The GSA leases, yes.

MR. BUNNELL: So did you personally  
provide any services in connection with this?

MR. EVANS: Yes.

1 MR. BUNNELL: What do you recall  
2 providing?

3 [REDACTED] [REDACTED]  
4 [REDACTED]  
5 [REDACTED]

6 MR. BUNNELL: And it looks like there  
7 are multiple properties. Some of this related to  
8 the NIH properties?

9 MR. EVANS: I think there were two  
10 properties. And they were both in Maryland.

11 MR. BUNNELL: Okay.

12 MR. EVANS: If I'm not mistaken.

13 MR. BUNNELL: Well, I think the  
14 document references three office buildings, one at  
15 1111 20th Street Northwest, the Vanguard Building.

16 MR. EVANS: Okay.

17 MR. BUNNELL: And two others that are  
18 on Executive Boulevard in Rockville, which are --

19 MR. EVANS: Yes, those are the ones  
20 that I remember.

21 MR. BUNNELL: -- which are the NIH  
22 buildings.

1 MR. EVANS: Yeah.

2 MR. BUNNELL: Do you know what the  
3 Vanguard Building is, I mean other than it's at  
4 that address?

5 MR. EVANS: I don't -- when you ask  
6 me do I know what it is, it's a building.

7 MR. BUNNELL: I mean is it an NIH  
8 building or is it --

9 MR. EVANS: Oh, I don't know.

10 MR. BUNNELL: Okay. Apparently it's  
11 a GSA building?

12 MR. EVANS: You're -- you're, again,  
13 asking me. I don't know if it is or isn't. It  
14 could be.

15 MR. BUNNELL: So one of the three  
16 buildings appears to be in the District?

17 MR. EVANS: Yes.

18 [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

1

[Redacted text block containing multiple lines of obscured content]

1

[REDACTED]

2

[REDACTED]

3

[REDACTED]

4

[REDACTED]

5

[REDACTED]

6

[REDACTED]

7

[REDACTED]

8

[REDACTED]

9

[REDACTED]

10

[REDACTED]

11

[REDACTED]

12

[REDACTED]

13

MR. BUNNELL: So when you [REDACTED]

14

[REDACTED] in your capacity as a

15

councilmember or --

16

MR. EVANS: No.

17

MR. BUNNELL: -- as a Manatt lawyer?

18

MR. EVANS: Yes.

19

MR. BUNNELL: Yes, as a Manatt

20

lawyer, no as a councilmember?

21

MR. EVANS: Yes.

22

MR. BUNNELL: Did you make that clear

1 in some form?

2 MR. EVANS: I'm sure I said [REDACTED]  
3 you know -- Steve, I'm sure I said [REDACTED] "I'm  
4 representing Ritchie Cohen."

5 MR. BUNNELL: Okay. So that would  
6 have been something you would have been comfortable  
7 sort of disclosing --

8 MR. EVANS: Oh, yes.

9 MR. BUNNELL: -- when you reached  
10 out?

11 MR. EVANS: Absolutely.

12 MR. BUNNELL: And there's probably a  
13 number of instances where this issue comes up where  
14 you're assisting a client wearing your consulting  
15 hat as opposed to your councilmember hat, right?

16 This wasn't the only phone call you  
17 ever made?

18 MR. EVANS: Again, we're going to  
19 have to do this on a case-by-case basis.

20 MR. BUNNELL: All right. Fine.

21 MR. EVANS: It's just too general a  
22 question.

1 MR. LOWELL: Hold on a second.

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11 MR. EVANS: Yeah, no, that's not a  
12 bad memory. █

13 MR. LOWELL: █

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15 MR. EVANS: Okay. There you go.

16 MR. BUNNELL: All right. Let's go to  
17 Tab 38. There's a series of -- Tab 38, Tab 39, Tab  
18 40, Tab 41. I think they all relate to closing an  
19 alley in Square 70.

20 MR. EVANS: Okay.

21 MR. BUNNELL: Do you recall that  
22 issue?

1 MR. EVANS: Well, yes and no. I  
2 mean, I do so many of these. I do recall vaguely.

3 MR. BUNNELL: Why is an alley closing  
4 before the City Council?

5 That seems like a pretty particular  
6 issue.

7 MR. EVANS: It's the law.

8 MR. BUNNELL: What?

9 MR. EVANS: It's the law. If you're  
10 going to have an alley closed, you have to --

11 MR. BUNNELL: You need to have an act  
12 of --

13 MR. EVANS: Act of the council.

14 MR. BUNNELL: So does that come up a  
15 fair amount, people have alley issues?

16 MR. EVANS: More than you think,  
17 yeah. Yeah. And I'll tell you why. In the  
18 downtown area -- back in the day, alleys were  
19 important components of the downtown, they were all  
20 over the place. As big buildings started getting  
21 built, they were requested to close alleys and  
22 build the buildings covering the whole footprint.



1           And so anytime a building was going  
2           to be built, someone would come to the council  
3           and ask to have an alley closed. And generally  
4           there was not a problem. Sometimes there were  
5           issues behind it, just generally they went  
6           forward and were done. Whether it was a good  
7           idea in retrospect, I don't know because it did  
8           eliminate the ability to pick up trash in the  
9           alleys, so now you have --

10           MR. BUNNELL: You have trash out on  
11           the street now.

12           MR. EVANS: Yeah, or the Federal  
13           Express trucks block all the streets and  
14           everything, they could have used the alleys. It's  
15           a public policy, it has nothing to do with what  
16           we're talking about today. It's interesting --

17           MR. BUNNELL: Okay.

18           MR. EVANS: -- if you could turn the  
19           clock back on whether it was a good idea or not.

20           MR. BUNNELL: So this sort of issue  
21           is not an unusual issue that comes up before the  
22           council, these sort of alley closure --

1 MR. EVANS: Correct.

2 MR. BUNNELL: -- or opening?

3 Okay. Tab 39 is testimony from  
4 Richard Cohen on this particular alley issue  
5 Square 70, alley issue. And he's apparently the  
6 principal investor in the abutting properties at  
7 [REDACTED] Northwest. I think I know where  
8 that is. Just off of Dupont Circle. Is that  
9 right?

10 MR. EVANS: Yeah.

11 MR. BUNNELL: Okay. So at this point  
12 in time, we're talking the time of his testimony,  
13 July 7, 2015, did you -- was he a client of yours  
14 in any form?

15 MR. EVANS: No.

16 MR. BUNNELL: Was he a -- well, were  
17 you affiliated with a law firm on that date?

18 MR. EVANS: No.

19 MR. BUNNELL: Did you have any  
20 financial relationship with Mr. Cohen specifically  
21 at this point?

22 MR. EVANS: No.

1 MR. BUNNELL: With Willco?

2 MR. EVANS: No.

3 MR. BUNNELL: Would it be fair to  
4 assume from his testimony that he has a  
5 financial -- that he, Mr. Cohen, had a financial  
6 interest in this alley question since he's the  
7 principal investor in the abutting property?

8 MR. EVANS: You're asking me to make  
9 a judgment. It's hard for me to make. I mean you  
10 can read it, and if you think he did, then he did.

11 MR. BUNNELL: You have no opinion on  
12 that, I guess?

13 MR. EVANS: No.

14 MR. BUNNELL: Okay. I recognize  
15 that.

16 All right. Tab 40 is an email from  
17 you to Cohen, I guess, forwarding to him an email  
18 that you got from a woman named [REDACTED]  
[REDACTED]. Do you see that?

20 MR. EVANS: Yes.

21 MR. BUNNELL: Who is [REDACTED]

22 MR. EVANS: I believe it's [REDACTED]

1 [REDACTED] And Dina [REDACTED]

2 [REDACTED]

3 MR. BUNNELL: Okay. I suppose I  
4 should know who that is but --

5 MR. EVANS: [REDACTED].

6 MR. BUNNELL: Oh, okay.

7 MR. EVANS: [REDACTED].

8 MR. BUNNELL: Is [REDACTED]

9 [REDACTED] still there?

10 MR. EVANS: No. [REDACTED] [REDACTED]

11 [REDACTED]. The interesting dynamic,  
12 every one of them had [REDACTED] in it. So it was  
13 [REDACTED]. There were  
14 others that I can't remember what they are.

15 MR. BUNNELL: [REDACTED] was he part  
16 of that group?

17 MR. EVANS: No, that's a --

18 MR. BUNNELL: He must have been  
19 unhappy about that.

20 MR. EVANS: That's still here.

21 [REDACTED] many years ago. He was around when I  
22 first got elected to the council, [REDACTED] [REDACTED]

1 [REDACTED] [REDACTED].

2 MR. BUNNELL: I remember eating at  
3 the restaurant there on M Street.

4 MR. EVANS: Oh, yeah. That was a big  
5 deal. That was -- and if you really wanted to be  
6 dated, what was the name of the nightclub?

7 [REDACTED] That's [REDACTED], right?  
8 That's before your time, but not yours. Or maybe  
9 it's before your time. Maybe I'm older than you  
10 are.

11 MR. BUNNELL: I remember [REDACTED]  
12 [REDACTED] was just up the block there.

13 MR. EVANS: [REDACTED], yeah. Right.

14 MR. BUNNELL: We're really going far  
15 afield here. Let's get back.

16 MR. EVANS: Yeah.

17 MR. BUNNELL: This email exchange, it  
18 appears that you're giving Ritchie Cohen kind of a  
19 personal heads-up on what's going on with this. Is  
20 that --

21 MR. EVANS: Can I -- can I give you  
22 my best recollection of this? I think it was --

1 MR. BUNNELL: Absolutely. That's all  
2 we're looking for.

3 MR. EVANS: -- an attempt to close  
4 the alley. I think Ritchie -- I think [REDACTED] and  
5 [REDACTED] wanted to close the alley and Ritchie didn't  
6 want to close the alley, and somehow it's in my  
7 ward. And I know them all, and part of the world  
8 in which I live, I bring parties together and try  
9 to work it out.

10 And I believe in this, we did.  
11 Although, I can't remember for the life of me  
12 what got worked out. Did somebody pay somebody  
13 something and that's how it got worked out or  
14 something. But I believe at the end of the day,  
15 the alley got closed and life went on. That's my  
16 best recollection.

17 If you had a bunch of documents, I  
18 could probably read them all and put it all back  
19 together again. But that's my best recollection.  
20 And at no time, again looking at the dates, I  
21 left Squire at the end of '14, early '15, and I  
22 started at Manatt in October of '15. And NSE was

1 not started until August of the following year.  
2 So at no time -- I wasn't working for anybody  
3 during this time period. And that's my best  
4 recollection of this thing.

5 MR. BUNNELL: Okay.

6 MR. EVANS: But I do want to stress,  
7 it's not -- I mean, these things come to me all the  
8 time. I mean, I did a similar one at Connecticut  
9 and K Street where the building on the northwest  
10 corner, [REDACTED]. It was an issue about when  
11 they tore that building down, built a new building,  
12 there was an alley, and there was some issue around  
13 it. And so I had to get involved and get it worked  
14 out.

15 I believe [REDACTED] had another  
16 one across the street where your firm is, Winston  
17 & Straw. I think it was a big issue about that,  
18 an alley closing there when they built that  
19 building.

20 So these are all in my ward. And  
21 generally I have been around 28 years, I know  
22 everybody. So if there's two parties that have a

1 problem, I probably know them both and can  
2 somehow mediate it or not. So that's my  
3 recollection of this. If you go back and look at  
4 it, maybe you can figure out what happened. I  
5 don't know.

6 MR. BUNNELL: Would it -- this is a  
7 hypothetical question, so if your counsel objects,  
8 we can move on. But would it have made a  
9 difference to you if Willco had been a client at  
10 the time of this issue --

11 MR. EVANS: Absolutely not.

12 MR. BUNNELL: -- coming up?

13 Would not. Okay.

14 MR. EVANS: This is what I do as a  
15 councilmember.

16 MR. BUNNELL: Let's go to Tab 42. So  
17 we're now in to November of 2016, there's an email  
18 here between -- at the top of it is Richard Cohen  
19 to Jason Goldblatt -- actually, you're not on the  
20 top email, you're on the lower emails.

21 MR. EVANS: Okay.

22 MR. BUNNELL: It starts off with an



1 email from you to Richard Cohen.

2 MR. EVANS: Okay.

3 MR. BUNNELL: You're sending him the  
4 consulting agreement --

5 MR. EVANS: Okay.

6 MR. BUNNELL: -- November 4th, 2016?

7 MR. EVANS: Yes.

8 MR. BUNNELL: Okay. And then he  
9 sends it to -- or he acknowledges receipt. Talks  
10 about getting together sometime the week of the  
11 14th. Wants to introduce you to Jason Goldblatt.

12 MR. EVANS: Okay.

13 MR. BUNNELL: "The new and younger  
14 Ritchie," he says.

15 Did you know Jason Goldblatt from  
16 any other sort of relationship or any other --

17 MR. EVANS: No.

18 MR. BUNNELL: -- place?

19 Okay. What did you understand his  
20 role to be at Willco?

21 MR. EVANS: I -- I don't -- I didn't  
22 understand his role to be anything. I mean, he

1 worked for Ritchie, it sounds like.

2 MR. BUNNELL: Okay. Did Goldblatt  
3 have anything to do with negotiating the terms of  
4 the service agreement between NSE Consulting and  
5 Willco?

6 MR. EVANS: I don't recall that he  
7 did. That doesn't mean that he didn't, but I don't  
8 recall.

9 MR. BUNNELL: He signed the  
10 agreement, if you go to Tab 43.

11 MR. EVANS: Okay.

12 MR. BUNNELL: And it's dated -- this  
13 is the agreement between NSE Consulting and Willco,  
14 dated December 1, 2016, right?

15 MR. EVANS: Yes.

16 MR. BUNNELL: It's got your signature  
17 on it as well?

18 MR. EVANS: Yes.

19 MR. BUNNELL: Did William Jarvis help  
20 with this contract, if you recall?

21 MR. EVANS: I don't recall, but I  
22 don't think so.

1 MR. BUNNELL: Okay. Did you have any  
2 other sort of advisers on this one?

3 MR. EVANS: No.

4 MR. BUNNELL: Okay. Were there  
5 lawyers on the other side?

6 MR. EVANS: Not that I'm aware of.

7 MR. BUNNELL: Okay. There's a  
8 conflict of interest provision, which begins at the  
9 bottom of the first page and spills over to the  
10 next page. Do you see that?

11 MR. EVANS: Yes.

12 MR. BUNNELL: Is that the same  
13 language -- I'll represent to you that it appears  
14 to be the same language that William Jarvis sort of  
15 drafted for you that went in to a prior agreement  
16 that you had.

17 MR. EVANS: Well, actually not.

18 MR. BUNNELL: Actually not?

19 MR. EVANS: I brought with me the one  
20 from the Willco -- not Willco, Forge. And so at  
21 some point it got -- this was a draft of one, and  
22 at Forge, it actually got even longer. So when you

1 say it appears to be the same one from all the  
2 other ones --

3 MR. BUNNELL: No, no, no. That was  
4 my fault if I suggested that.

5 MR. EVANS: Okay.

6 MR. BUNNELL: I recognize that  
7 there's several different versions.

8 MR. EVANS: Correct.

9 MR. BUNNELL: There was an initial  
10 version that I believe was drafted for Rusty  
11 Lindner and -- well, we can go back to them, I hate  
12 to go back over stuff here, but there was an  
13 email -- maybe you can remember this -- in August  
14 of 2016 that Jarvis sent to you and Schannette  
15 Grant --

16 MR. EVANS: Yes.

17 MR. BUNNELL: -- and it dealt both  
18 with the Dynacord question and then it also  
19 suggested some conflicts language.

20 MR. EVANS: Yes.

21 MR. BUNNELL: So in my mind I think  
22 of that as the William Jarvis version --

1 MR. EVANS: Okay.

2 MR. BUNNELL: -- versus the  
3 shorthand, version one.

4 MR. EVANS: Version one.

5 MR. BUNNELL: And I believe the  
6 language got altered -- or not altered, but  
7 expanded at some point maybe a couple of times in  
8 different ways --

9 MR. EVANS: That's correct.

10 MR. BUNNELL: -- in different  
11 agreements. So we'll touch on that as we go  
12 through it.

13 So I'm just trying to be clear.  
14 The language that's in the Willco agreement dated  
15 December 2016 includes an acknowledgment that you  
16 will recuse yourself from any vote of the council  
17 that involves a matter on or about which NSE is  
18 providing or may provide services to clients,  
19 right?

20 MR. EVANS: Yes.

21 MR. BUNNELL: This just talks about  
22 votes?

1 MR. EVANS: Yes, that's what it says.

2 MR. TUOHEY: The last sentence then  
3 expands that.

4 MR. BUNNELL: The next sentence talks  
5 about notifying clients. The first sentence talks  
6 about what he's going to recuse on, and then the  
7 second sentence, or the next sentence, says, "NSE  
8 will immediately notify a client in the event that  
9 client would like to utilize any NSE services on  
10 any manner that would create or might create a  
11 conflict of interest or might violate ethical rules  
12 and regulations for Evans."

13 MR. EVANS: Right.

14 MR. BUNNELL: So there are votes that  
15 you're saying you will recuse yourself from and  
16 then there are other things -- other ethical issues  
17 that you will notify a client about. That's the  
18 structure of it.

19 MR. EVANS: Okay.

20 MR. BUNNELL: That is not -- that is  
21 not exactly the way the conflict of interest  
22 provisions in the code of conduct are structured.

1 Is that correct?

2 MR. EVANS: Yes.

3 MR. BUNNELL: Do you know -- and with  
4 respect to the matters that you're agreeing to  
5 recuse yourself from, voting is one aspect of  
6 what's covered by the conflict of interest  
7 provisions of the code of conduct, correct?

8 MR. EVANS: Correct.

9 MR. BUNNELL: So the recusal  
10 commitment is narrower than the code of conduct  
11 provision that deals with conflicts. Is that fair?

12 MR. EVANS: I have the -- I have the  
13 provision here.

14 MR. BUNNELL: I can show you the  
15 provision if you'd like.

16 MR. EVANS: No, I have it.

17 MR. BUNNELL: Good. All right. And  
18 I'm not trying to make any radical point here, I'm  
19 just trying to establish a predicate.

20 Am I missing anything here or is  
21 that kind of consistent with your reading of the  
22 conflict of interest language?

1           It has a whole bunch of different  
2 sort of elements to it.

3           MR. TUOHEY: I think the question,  
4 Steve, which is a fair question, is what did Jack  
5 understand he was restricted from. And he'll  
6 answer you.

7           MR. EVANS: Is that --

8           MR. BUNNELL: I think that's a really  
9 good question. Let me get to it in two parts.

10          MR. TUOHEY: Okay.

11          MR. BUNNELL: First of all, is  
12 there -- do you recall -- do you know the reason  
13 why the language in the conflict of interest  
14 provision in your service agreement is narrower  
15 than the language in the code of conduct?

16          MR. EVANS: Do I know the reason?  
17 No.

18          Bill helped draft this, so I didn't  
19 take this and then compare it to the conflict of  
20 interest and say, well, we should do it. I did  
21 not do that.

22          MR. BUNNELL: Okay. Are you saying



1 you weren't aware that it was different in some  
2 respects?

3 MR. EVANS: No, I'm not saying that.  
4 I'm -- I am completely aware of what the conflict  
5 of interest section is in our code. And I have  
6 complied with it. And there was never an instance  
7 when one of my clients --

8 MR. LOWELL: I don't think you're  
9 answering his question. His question really is --  
10 first the question was: How did the language in  
11 the actual conflict of interest NSE contracts be or  
12 are or is narrower. The question is, as I  
13 understood you to say it, Bill Jarvis was involved,  
14 blah, blah, blah.

15 MR. EVANS: Right.

16 MR. LOWELL: Then he was asking you,  
17 at the time did you spend any time noticing that it  
18 was narrower.

19 And then a third question might be,  
20 did it matter. But you have to get there by  
21 three questions. And he did, you have to answer  
22 by three questions.

1 MR. BUNNELL: Thank you.

2 So at the time was this something  
3 that you focused on and were aware of?

4 MR. EVANS: That it was different?

5 MR. BUNNELL: Yes.

6 MR. EVANS: No.

7 MR. BUNNELL: Okay. And now let me  
8 get to the question that Mr. Tuohey suggested.

9 How did you sort of apply this  
10 language and practice?

11 MR. EVANS: How did I apply the  
12 practice?

13 MR. BUNNELL: Yes.

14 MR. EVANS: Well, it never came up in  
15 a sense. But if it were to have come up, then I  
16 would not have participated in a matter in which  
17 a -- just as the law states here, a matter in  
18 which -- a matter the employee knows or is likely  
19 to have a direct and predictable effect on the  
20 employee's financial interest or the financial  
21 interest of a person closely affiliated with the  
22 employee.

1 MR. BUNNELL: All right. And a  
2 client of NSE would be an affiliate or a covered  
3 interest?

4 MR. EVANS: I would think so.

5 MR. BUNNELL: I guess it's actually,  
6 I think specifically, included in the definition of  
7 affiliate later.

8 MR. EVANS: Okay.

9 MR. BUNNELL: Okay. So in your view,  
10 it was never an issue because it never came up in  
11 practice that you were put in a position of voting  
12 on something?

13 MR. LOWELL: Well, now you're use  
14 voting, so I'm still -- and that may be what you  
15 want to do. I'm still just not sure --

16 MR. BUNNELL: I'm just trying to  
17 clarify what you -- what you said --

18 MR. LOWELL: Putting aside whether it  
19 came up.

20 I think, again, there's -- you're  
21 not responding to his question.

22 MR. EVANS: I'm not or he's not?

1 MR. LOWELL: You're not. You have a  
2 conflict of interest provision in the code.

3 MR. EVANS: Correct.

4 MR. LOWELL: You have one in your  
5 contract. They don't track words the same.

6 MR. EVANS: Correct.

7 MR. LOWELL: The one in the contract  
8 says something about voting, right?

9 MR. EVANS: Yes.

10 MR. LOWELL: And I think somewhere  
11 along the line is he asked, how did you understand  
12 it, or words to that effect.

13 MR. EVANS: Right.

14 MR. LOWELL: You're saying it didn't  
15 come up. That's not really the question. The  
16 question was: Did you understand that what you  
17 were barred from doing was voting and nothing more  
18 than voting, I think.

19 MR. EVANS: No. More than voting.

20 MR. TUOHEY: Then explain it.

21 MR. EVANS: You're barred from  
22 participating as the code says --

1 MR. BUNNELL: Okay.

2 MR. EVANS: -- in a matter, in any  
3 form, in which you're a client or yourself can  
4 financially benefit.

5 MR. BUNNELL: Okay.

6 MR. EVANS: But the language is  
7 narrower than the code, it doesn't mean that I  
8 didn't know what the code was. And I want to  
9 stress this, I was very careful about this, and  
10 very careful about this, I knew the issues, my  
11 clients knew the issues, so I was not -- as I told  
12 you earlier, you know, I believe I did -- from the  
13 day I started this company, did everything by the  
14 book; the way the company was set up, every permit  
15 that was necessary, every documentation, every  
16 everything. And in the time that this company  
17 existed for the two years was very careful to make  
18 sure there were no conflicts, perceived conflicts,  
19 anything, taking place. I mean, that was my  
20 approach.

21 MR. BUNNELL: Okay. Did this  
22 particular description of the conflict of interest

1 process get reviewed by the council or general  
2 counsel at any point that you know?

3 MR. EVANS: No.

4 MR. BUNNELL: No, you don't know or  
5 no --

6 MR. EVANS: No, I'm not aware that  
7 the general counsel or the council ever reviewed  
8 any of these conflict of interest provisions.

9 MR. BUNNELL: So when you say "any of  
10 these," you mean any of these service agreements,  
11 there were some variations in the contract language  
12 over time?

13 MR. EVANS: You'll have to ask your  
14 question again.

15 MR. BUNNELL: Okay. I'm getting at  
16 whether the language involving your ethical  
17 obligations to --

18 MR. EVANS: Yes.

19 MR. BUNNELL: -- the extent that's  
20 sort of articulated in the service agreement.

21 MR. EVANS: Okay.

22 MR. BUNNELL: Putting aside that

1       there's more than one version of this, let's just  
2       talk about this version. Was this ever reviewed  
3       and blessed or did you receive any guidance about  
4       it from either the D.C. Council's general counsel  
5       or the people at Vega?

6                   MR. EVANS: No.

7                   MR. BUNNELL: Let me just ask you  
8       generally about Willco. Would it be fair to say  
9       that Willco is an entity that conducts operations  
10      and had activities subject to regulation by the  
11      D.C. Government in some form?

12                  MR. EVANS: They owned commercial  
13      and, as we discussed, maybe or maybe not  
14      residential property. So if you own commercial  
15      property in the District, you're going to be  
16      subject to something. I don't know what, but  
17      something.

18                  MR. BUNNELL: Yeah. No, this isn't a  
19      trick question. There's a definition of prohibited  
20      source --

21                  MR. EVANS: Okay.

22                  MR. BUNNELL: -- in the conflicts

1 rules.

2 MR. EVANS: Okay.

3 MR. BUNNELL: And what I'm doing is  
4 basically asking you the elements of that. So in  
5 determining whether somebody is a prohibited  
6 source, the first issue is what I just articulated.  
7 Another aspect of it would be --

8 MR. EVANS: Prohibited source, I'm  
9 not even -- what do you mean by prohibited source?

10 MR. BUNNELL: Let me give you a set  
11 of the conflict rules if you'd like.

12 Have you guys got a set of this?  
13 I've got a couple of these if you want. I've got  
14 more than a couple of copies. Everybody can have  
15 one.

16 So if we go to, let's see, page 11  
17 of the document I just handed you, which is a  
18 copy of the code of conduct for the D.C. Council.  
19 Page 11 is the end of the section on gifts from  
20 outside sources.

21 MR. EVANS: Okay.

22 MR. BUNNELL: And at the end of that



1 on page 11 there's a definition of prohibited  
2 source.

3 MR. EVANS: So this is someone who  
4 cannot give a gift?

5 MR. BUNNELL: Correct, subject to  
6 some caveats and exceptions, but yeah, the way  
7 ethics rules are structured.

8 If you look at the first provision  
9 on page 8, it says, "Gifts from outside sources."

10 MR. EVANS: Right.

11 MR. BUNNELL: It says, "Except as  
12 provided in Subsection C of this rule and Rule  
13 4" -- which has to do with conferences and travel  
14 and things like that -- "employees shall not  
15 solicit or accept either directly or indirectly any  
16 gift from a prohibited source."

17 So that's the general rule. And  
18 then the definition of a prohibited source is  
19 provided at the end.

20 MR. EVANS: Okay.

21 MR. BUNNELL: And it has three  
22 provisions or three ways you can become a

1 prohibited source. Do you see that?

2 MR. EVANS: Yes.

3 MR. BUNNELL: Okay. So the first  
4 one -- actually, I was doing them out of order.  
5 The first one is actually whether the person or  
6 entity has or is seeking to obtain contractual or  
7 other business or financial relations with the  
8 District Government. Right?

9 MR. EVANS: Right.

10 MR. BUNNELL: Presumably that would  
11 include, you know, a government contract or a lease  
12 or some sort of agreement, right?

13 MR. EVANS: Okay.

14 MR. BUNNELL: So as far as you know,  
15 at any point was Willco an entity that was -- had  
16 or was seeking to obtain contracts or business with  
17 the D.C. Government?

18 MR. LOWELL: Again, you're talking  
19 about in the context of prohibitions of him  
20 accepting a gift from Willco?

21 MR. BUNNELL: I'm just --

22 MR. LOWELL: I'm just saying that

1 definition is applying in the gift section?

2 MR. BUNNELL: Yeah. Yeah. Yeah.

3 MR. LOWELL: Okay.

4 MR. EVANS: Again, that's my -- I  
5 have never accepted a gift from Willco. We  
6 established that earlier on. So why are we going  
7 through these if I never accepted a gift?

8 MR. BUNNELL: Well, I think that's a  
9 question we can talk about at some point.

10 MR. LOWELL: He is -- what he's  
11 suggesting is if you didn't do enough work for a  
12 company and you want a retainer, somebody could  
13 call it a gift. If somebody calls it a gift, then  
14 somebody can say it runs afoul, because if it's a  
15 gift, then it's from a source that you're not  
16 supposed to have. That's the tautology.

17 MR. BUNNELL: It may well be that  
18 some of the things we talk about --

19 MR. LOWELL: Maybe people shouldn't  
20 have those retainer agreements, but that's the  
21 tautology.

22 MR. EVANS: I got it.

1 MR. BUNNELL: And the other general  
2 point here, which I think it may come up again in  
3 your mind, we may talk about things that ultimately  
4 don't turn out to be an ethical violation, but  
5 which are, nonetheless, something that we view as  
6 within our mandate to gather facts about so that we  
7 can report conclusions about. So don't assume  
8 everything that we're asking about will ultimately  
9 be viewed as a conflict or the other way other  
10 frankly.

11 I'm not trying to prove the  
12 negative on everything, but this is something  
13 that I feel we need to do. So I hope that gives  
14 you some sort of frame around why we're asking  
15 the question.

16 I don't think this is necessarily a  
17 hard question, but I just want to make sure you  
18 understand that this is potentially relevant.

19 So first element is contract or  
20 business with the District, the second is  
21 operations or activities that are subject to  
22 regulation by the District.

1 MR. EVANS: I just don't know the  
2 answer to that. And I don't know enough about  
3 Willco to know if this applies to them or not.

4 MR. BUNNELL: So you were providing  
5 strategic counsel to Willco as an NSE Consulting  
6 client for 18 months and you're not sure whether  
7 they had operations or activities that were subject  
8 to regulation by the District Government?

9 MR. EVANS: Correct.

10 MR. BUNNELL: Okay. Is it your  
11 understanding that Willco had an interest that may  
12 be favorably affected by the performance or  
13 nonperformance of your duties as a councilmember?

14 MR. EVANS: As far as I know, they  
15 did not.

16 MR. LEVISS: Yeah, I have a couple.

17 Did I understand you to say earlier  
18 that you never had an occasion to invoke the  
19 notice provision in your conflict of interest  
20 process for the services agreement with Willco?

21 Am I correct in understanding that?

22 MR. EVANS: Yes, I think so.

1 MR. LEVISS: And --

2 MR. EVANS: Unless you have some  
3 document that I did.

4 MR. LEVISS: No, I wanted to make  
5 sure that I heard your answer properly. I wasn't  
6 positive.

7 MR. EVANS: Okay.

8 MR. LEVISS: Did Willco -- did Willco  
9 ever contact you during the course of your  
10 agreement with them and make new requests of you?

11 MR. EVANS: Like what?

12 MR. LEVISS: Any new request.

13 MR. LOWELL: In his consulting?

14 MR. LEVISS: In your capacity as a  
15 consultant under this services agreement.

16 Did you ever hear from a  
17 representative of Willco asking for additional  
18 services under this agreement?

19 MR. LOWELL: I'm sorry, what does  
20 additional services mean?

21 He's under a retainer agreement he  
22 talks to Ritchie Cohen -- when he talks to

1 Ritchie Cohen, so could you just be a littler  
2 clearer what you mean by additional services?

3 MR. LEVISS: Well, did Ritchie Cohen  
4 make on request in your initial conversation with  
5 him and it never changed?

6 MR. LOWELL: I'm sorry. I don't want  
7 to be a stickler about this, what do you mean by  
8 request?

9 If they talk, if they talk about  
10 strategic planning, what -- I don't know.

11 Do you understand what he means by  
12 "request"?

13 MR. EVANS: I'm having a hard time  
14 with your question.

15 MR. BUNNELL: Were there specific  
16 services that you recall being requested by Willco  
17 during the duration of the service agreement?

18 MR. EVANS: Other than the general  
19 conversations that we had about strategy, no.

20 MR. BUNNELL: Okay. We're going to  
21 get to a few of the more particular things.

22 MR. LOWELL: Right. If you're

1 talking about specific emails or events that have  
2 to do with Willco being involved in events in D.C.  
3 versus whether he is being asked a request Ritchie  
4 as part of his NSE agreement, that's the divide I'd  
5 like you to be specific about.

6 MR. LEVISS: That's not what I'm  
7 asking, but thanks for the clarification.

8 I'm actually interested in your  
9 process. How did you ensure on an ongoing basis  
10 that you were in compliance with the conflict of  
11 interest process in your agreement?

12 MR. EVANS: I just was. I would know  
13 it when I saw it.

14 MR. LEVISS: Okay. And how did you  
15 ensure that you were in compliance with the  
16 council's conflict of interest provision?

17 MR. EVANS: Again, I would just know  
18 it and I would be in compliance. When any specific  
19 thing came up, if it ever did, I would take action  
20 at that point in time.

21 MR. LEVISS: Did it ever come up?

22 MR. EVANS: Not that I'm aware of.



1 MR. LEVISS: Did you document your  
2 process at any point?

3 MR. EVANS: No.

4 MR. LEVISS: That's all.

5 MR. BUNNELL: Okay. Tab 44. We're  
6 now into early 2018, January 18th.

7 MR. EVANS: Okay.

8 MR. BUNNELL: There's an email from  
9 Jason Goldblatt, who's president of Willco at this  
10 point, to you on your AOL account with Ritchie  
11 Cohen as copied. And the subject is, "D.C.  
12 Circulator." That's a bus, I assume?

13 MR. EVANS: Yes.

14 MR. BUNNELL: And it says there's an  
15 attachment about a D.C. Circulator proposal and a  
16 DDOT Circulator. Do you recall -- and the body of  
17 the email says, "Following up on our meeting this  
18 afternoon." This is Goldblatt to you. "Here is  
19 our proposal, along with the Agency's request for  
20 space. It is for DDOT." Right, do you see that?

21 MR. EVANS: Yes.

22 MR. BUNNELL: All right. Do you

1 recall what this proposal was about?

2 MR. EVANS: Vaguely.

3 MR. BUNNELL: What do you recall  
4 about it?

5 MR. EVANS: Willco had property, I  
6 believe DDOT was either on the property, leaving,  
7 or wanting to stay on the property. I believe that  
8 was it. But beyond that, no, I don't recall that  
9 much about it. Where they park their circulator  
10 buses maybe.

11 MR. BUNNELL: Do you recall providing  
12 help?

13 MR. EVANS: No, I don't recall  
14 providing help.

15 MR. BUNNELL: It says, "Let me know  
16 your thoughts if you can help."

17 MR. EVANS: What are you looking at?

18 MR. BUNNELL: I'm just looking at the  
19 next line of the email I was reading earlier.

20 MR. EVANS: "Let me know your  
21 thoughts if you can help." And I don't recall what  
22 even the request was, so I don't recall providing

1 any help.

2 MR. BUNNELL: Is it significant to  
3 you that it was sent -- or should it be significant  
4 to us, I suppose, that it was sent to the AOL.com  
5 email as opposed to your council email?

6 MR. EVANS: I don't know what the  
7 significance would be. I don't know.

8 MR. BUNNELL: I mean does that --  
9 does that indicate that this was Jack Evans  
10 consultant as opposed to Jack Evans D.C.  
11 councilmember?

12 MR. EVANS: It wouldn't to me, but  
13 maybe -- I don't know. I don't know the answer to  
14 that.

15 MR. BUNNELL: That wasn't a strict  
16 dividing line in your mind in terms of which hat  
17 you're wearing?

18 MR. EVANS: No.

19 MR. BUNNELL: Go to Tab 45. And you  
20 start at the bottom of that page. There's an email  
21 February 17 from Jason Goldblatt to you. It looks  
22 about, "Got a call from someone in your office

1 about a meeting with you and Councilman McDuffie  
2 about the Sound Studio Project. Presumably the one  
3 we submitted to OP3 two weeks ago. I'm confused.  
4 The project is not in Councilman McDuffie's ward.  
5 Did you call the meeting fire station on Rhode  
6 Island Avenue (a second separate project we  
7 submitted to OP3). It's in his ward, but not the  
8 Sound Studio one. Please let me know your  
9 thoughts. And thanks very much."

10 OP3, is that part of the D.C.  
11 Government that those sort of private  
12 partnerships or --

13 MR. EVANS: Yes.

14 MR. BUNNELL: So what would their  
15 interest in this be?

16 MR. EVANS: Whose interest?

17 MR. BUNNELL: OP3. I'm just trying  
18 to understand, what do they have to do with this  
19 issue?

20 MR. EVANS: What does public private  
21 partnership office have to do with the fire station  
22 on Rhode Island Avenue?

1 MR. BUNNELL: All right. Well, let  
2 me back up. I was trying to kind of not spend too  
3 much time on this. So the email talks about the  
4 sound studio proposal.

5 MR. EVANS: Okay.

6 MR. BUNNELL: And do you understand  
7 that to be this issue around the New York Avenue  
8 development or is that different?

9 MR. EVANS: You know, I don't know.

10 MR. BUNNELL: Okay. Without getting  
11 into the history, I'm just trying to understand,  
12 OP3, I'm not super familiar with that part of the  
13 D.C. Government.

14 MR. EVANS: Okay.

15 MR. BUNNELL: What do they do?

16 MR. EVANS: It's the attempt to put  
17 together public private partnerships, so the City  
18 pays for some and the private sector pays for  
19 others. It puts things together like that.

20 MR. BUNNELL: Okay. So they would be  
21 essentially a -- they have money to put into  
22 projects where they want to partner?

1 MR. EVANS: Yes.

2 MR. BUNNELL: Okay. So if you have a  
3 sound studio project and you're submitting it to  
4 OP3, you're presumably looking for them to support  
5 it or approve it or -- or what potentially would  
6 OP3 have to do with a sound studio project?

7 MR. EVANS: I assume it would be  
8 partners with the applicant.

9 MR. BUNNELL: Okay. And is that  
10 something that you, as a councilmember, would help  
11 a constituent with, getting them connected with the  
12 right people and getting the project moved forward?

13 MR. EVANS: It could be something  
14 that I could.

15 MR. BUNNELL: All right. Do you  
16 recall doing that in connection with what's being  
17 referred to --

18 MR. EVANS: I'm not familiar with  
19 this particular item. I don't know.

20 MR. BUNNELL: Okay. Do you know who  
21 the head of OP3 is?

22 MR. EVANS: I don't.

1 MR. BUNNELL: Let's go to Tab 46.

2 Are you good? Do you need a break  
3 or anything?

4 MR. EVANS: I'm okay.

5 MR. BUNNELL: Okay. Court reporter,  
6 are you okay?

7 COURT REPORTER: I'm okay. Thank  
8 you.

9 MR. BUNNELL: Tab 46, it looks like,  
10 is a draft of the report --

11 MR. EVANS: Yes.

12 MR. BUNNELL: -- from you, dated  
13 sometime in 2017. And it relates to the Relieve  
14 High Unemployment Tax Incentives Act of 2017. Do  
15 you remember that piece of legislation?

16 MR. EVANS: I do.

17 MR. BUNNELL: Okay. What do you  
18 recall about it?

19 MR. EVANS: This was a piece of  
20 legislation that really is similar to what we  
21 talked about earlier. You know, again, since my  
22 time on the council, it's been my goal to do

1 legislation on New York Avenue, et cetera, to bring  
2 economic development to areas of the city that are  
3 struggling.

4 In addition, I am known as the film  
5 guy. And I think we went into this last time,  
6 but I'll be glad to do it again. It's been always  
7 my contention Washington, D.C. should be the film  
8 capital of the country, and we're not.

9 More shows are filmed about  
10 Washington, more shows -- TV shows and movies,  
11 and unfortunately because while we don't have the  
12 incentive package that other cities have and/or  
13 the -- our laws are a bit tough on economic, et  
14 cetera. It makes it hard for companies to film  
15 here.

16 It's my view that if we were to  
17 change all of that, because everybody comes here,  
18 we could establish an industry here of people who  
19 work on films. You know, not the actors, I'm  
20 talking about the stage people, et cetera, et  
21 cetera. And so if you ask anyone in the film  
22 industry, they will tell you that Jack Evans is



1 the person, for years, who has been promoting  
2 that type of activity here.

3 We've had some successes, but not  
4 many. And I can tell you the nonsuccesses.  
5 House of Cards comes to mind. The entire opening  
6 credits are all Washington, D.C., and it's filmed  
7 outside of Baltimore. The most egregious I found  
8 is when they filmed Lincoln, Abraham Lincoln, in  
9 Richmond, which is the capital of the  
10 confederacy.

11 Okay. So I can give you absurd  
12 after absurd. And I'm a TV guy. So Homeland,  
13 NCIS, I could just go -- Madam Secretary -- on  
14 and on and on, of shows that should be filmed in  
15 the District of Columbia.

16 MR. BUNNELL: Okay.

17 MR. EVANS: And so I have done all I  
18 can, and will continue to do all I can, to  
19 incentivize this. Atlanta has got the jump on us.  
20 And so many places. People go to Atlanta.  
21 Toronto. Even Baltimore. If you have ever gone to  
22 see the Bruce Willis movies, the Die Hard movies.

1 They come down 14th Street in the big truck, except  
2 it's in Baltimore, not in Washington, D.C.

3 MR. TUOHEY: Talk about this bill,  
4 Jack. Talk about --

5 MR. EVANS: Oh, yeah. Okay. So that  
6 was -- this bill is a continuation. I think going  
7 back to -- we did a bill when Tony Williams was  
8 mayor back in, I don't know, 2006, '7, whatever it  
9 was, to establish the film fund.

10 MR. BUNNELL: Okay.

11 MR. EVANS: We did a bill -- it was a  
12 bill that actually didn't get done, now that I've  
13 kind of reviewed this a little bit, with Vincent  
14 Orange. He was the other film guy on the council.

15 MR. BUNNELL: Okay.

16 MR. EVANS: And I remember him flying  
17 out west with Vincent Gray, I think, or somebody,  
18 to make a pitch for House of Cards actually. And  
19 Governor O'Malley outbid us ten to one. That's why  
20 we lost.

21 MR. BUNNELL: It sounds like this is  
22 an issue that you've been made a personal priority

1 for some time?

2 MR. EVANS: For as long as I've been  
3 around.

4 MR. BUNNELL: Okay. And that's just  
5 a priority, that's something that you've worked on  
6 yourself to try to move with maybe not immediate  
7 success.

8 MR. EVANS: And I can give you story  
9 after story.

10 MR. BUNNELL: Okay.

11 MR. EVANS: Which are interesting.  
12 What's the most famous one? No Way Out, the Kevin  
13 Costner.

14 MR. BUNNELL: I'm still looking for  
15 the Metro in Georgetown. Where is that?

16 MR. EVANS: You got it.

17 MR. LEVISS: They used the postal  
18 building.

19 MR. BUNNELL: I remember that.

20 MR. EVANS: You remember it. There  
21 you go.

22 MR. BUNNELL: Was that out in San

1 Francisco? Was that where that actually was?

2 MR. EVANS: Yes. It runs out in  
3 Georgetown. They take the subway in the Georgetown  
4 and the park system in San Francisco.

5 MR. BUNNELL: Right. Yeah. What  
6 could have been.

7 Okay. So let's just get back to  
8 the document here. Tab 46, you circulated this  
9 committee report, it appears -- this isn't the  
10 final version, but it appears in your capacity as  
11 the chair of the committee on finance and  
12 revenue.

13 Would that be sort of a role that  
14 you would play as chair of that committee?

15 MR. EVANS: Yes.

16 MR. BUNNELL: So you circulate this  
17 to the other councilmembers so they know what  
18 they're voting on basically.

19 MR. EVANS: Yes.

20 MR. BUNNELL: And in the summary of  
21 the history of this and testimony, you describe the  
22 fact that Ritchie Cohen, president of Willco,

1 testified in support of the legislation, right?

2 MR. EVANS: Again, I didn't --

3 MR. BUNNELL: It's on the third page.

4 MR. EVANS: I didn't draft this. My  
5 staff would have drafted this.

6 MR. BUNNELL: Fine.

7 MR. EVANS: But if you can point me  
8 to where it says that.

9 MR. BUNNELL: Page 3, towards the  
10 bottom.

11 MR. EVANS: Oh, it summaries  
12 everybody who testified. Yeah, okay.

13 MR. BUNNELL: Yeah, we don't have the  
14 entire document here.

15 MR. EVANS: All right. Got you.

16 MR. BUNNELL: For purposes of our  
17 questions today, the point is that Willco, and  
18 Mr. Cohen were personally supportive of this  
19 proposed legislation, right?

20 MR. EVANS: Yes.

21 MR. BUNNELL: And this was at a time  
22 that Willco was an NSE Consulting client, right?

1 MR. EVANS: In 2017, yes.

2 MR. BUNNELL: So did you -- did you  
3 consider recusing yourself as a result of the fact  
4 that Mr. Cohen and Willco were testifying in  
5 support of this bill?

6 MR. EVANS: No.

7 MR. BUNNELL: Okay. What was your  
8 thinking on that issue?

9 MR. EVANS: Because Bill had nothing  
10 to do with Ritchie Cohen or Willco.

11 MR. BUNNELL: But Mr. Cohen did  
12 testify in support of it.

13 MR. EVANS: He did, but it had  
14 nothing to do with him.

15 MR. BUNNELL: Okay.

16 MR. EVANS: The fact that he  
17 testified on a bill that had nothing to do with him  
18 would not, in my mind, have prompted me to recuse  
19 myself.

20 MR. BUNNELL: I'm having trouble  
21 understanding why it had nothing to do with him if  
22 he testified in support of it. Is it the nature of

1 the bill or is it --

2 MR. EVANS: It's anyone's right to  
3 come and testify at the council. So the fact that  
4 somebody would testify at the council on a bill  
5 that had nothing to do with them. That is a  
6 long-standing position that I have had about  
7 economic development, and particularly the movie  
8 industry, would not, in my mind, say I should  
9 recuse myself because someone showed up to testify.

10 MR. LOWELL: I think the point is,  
11 the question is he's using the phrase, "Nothing to  
12 do with him." That's just such a --

13 MR. BUNNELL: Okay.

14 MR. LOWELL: You used "nothing to do  
15 with him." It has something to do with him because  
16 he took time out of his day to go to a council  
17 meeting and testify, so it has something to do with  
18 him.

19 MR. EVANS: Okay. Sure.

20 MR. LOWELL: I guess the better  
21 question is, if you were involved in this project  
22 before, now he shows up, did you have anything to

1 do with him showing up? Did you make arrangements  
2 for him to testify? Did you know he was going to  
3 testify? Did you write his testimony and then he  
4 shows up?

5 And then the question is, should  
6 you have recused yourself at that point? Those  
7 are the questions that I think he's asking.

8 MR. BUNNELL: You know, since that  
9 was a very helpful machinegun version of some very  
10 good questions, why don't you answer each of the  
11 questions that Abbe just asked.

12 MR. EVANS: The answer to all of  
13 those questions is no, I didn't. I never shown up.  
14 I didn't help him with his testimony.

15 MR. BUNNELL: Okay. See, we saved a  
16 lot of time there.

17 MR. EVANS: Okay. That's good.

18 MR. BUNNELL: Was your view that this  
19 did not create a conflict informed by any guidance  
20 or advice that you received at the time --

21 MR. EVANS: No.

22 MR. BUNNELL: -- about that issue?



1           Did you provide any notice to  
2 Willco pursuant to the services agreement  
3 provision that this might create an issue?

4           MR. EVANS: No.

5           MR. BUNNELL: It appears from other  
6 records that we've seen that there's a markup on  
7 this bill in November of 2017, and then a vote on  
8 it in January '18.

9           MR. EVANS: Sounds right.

10          MR. BUNNELL: Does that sound right  
11 to you?

12          And the vote, as I noted, was in my  
13 notes was 13 to 1 in favor.

14          MR. EVANS: It couldn't have been.  
15 We only have 13 members.

16          MR. BUNNELL: Huh?

17          MR. EVANS: Maybe 12 to 1.

18          MR. BUNNELL: That's a fair point.

19          MR. EVANS: Well I --

20          MR. BUNNELL: Probably a typo.  
21 Twelve to one. Do you recall whether you were in  
22 support of it or not?

1 MR. EVANS: Yes.

2 MR. BUNNELL: Okay. And it would  
3 become law sometime later that spring?

4 MR. EVANS: If this is helpful or  
5 not, this was one of three bills that I moved  
6 together from the day they were introduced to the  
7 day they were passed. Vincent Gray did the other  
8 two. I believe we were equally focused on economic  
9 development.

10 I don't recall his -- the names of  
11 his bills. But we had the introduction, we had  
12 the hearing at the same time, the markup at the  
13 same time, full council at the same time, and  
14 they all passed. That's my recollection.

15 MR. BUNNELL: Okay. So I'm just  
16 trying to make sure that there wasn't at any point  
17 in the process that you stepped out and recused  
18 yourself, you were involved in voting and whatever  
19 markup activity there was?

20 MR. EVANS: Yes.

21 MR. BUNNELL: Because you didn't view  
22 this as a conflict?

1 MR. EVANS: Correct.

2 MR. BUNNELL: All right. And just  
3 circling back a little bit. So Willco is a real  
4 estate development company. And this piece of  
5 legislation is designed to promote real estate  
6 development, right, at least in part?

7 MR. EVANS: Economic development I  
8 would say.

9 MR. BUNNELL: Okay. An element of  
10 that would presumably be some real estate  
11 development?

12 MR. EVANS: It could be.

13 MR. BUNNELL: Okay. So is it your  
14 view that Willco had no financial interest in the  
15 economic that was being promoted?

16 MR. EVANS: Again, I can't say they  
17 had any interest because, you know, I'd have to go  
18 back and look at how the bill is structured. How  
19 do you have an interest? Do you have to bid on it,  
20 or if you do something you get an incentive?

21 I'd have to go back and look at how  
22 this actually works to know whether they had an

1 interest or even could have had an interest.

2 MR. BUNNELL: But as you're --

3 MR. LOWELL: An economic interest?

4 MR. EVANS: An economic interest,  
5 yeah.

6 MR. BUNNELL: But it's -- it's fair  
7 to say that at least Ritchie Cohen had enough of an  
8 interest in it to take time out of his busy day to  
9 come testify before the council in support of it?

10 MR. EVANS: I'm putting words in his  
11 mouth, but I can say yeah, he came down and  
12 testified, yeah.

13 MR. BUNNELL: Okay. Do you believe  
14 that the putting aside whether he has a financial  
15 interest --

16 MR. EVANS: Okay.

17 MR. BUNNELL: -- that would be  
18 covered by the code of conduct, do you believe in  
19 hindsight that it created any appearance issues to  
20 have the principal of an NSE client testifying  
21 before a committee proceeding that you are  
22 chairing?

1 MR. LOWELL: On a bill that he had  
2 supported for 20 years?

3 MR. BUNNELL: Yeah, sure.

4 On a bill that you're substantially  
5 and personally involved in.

6 MR. EVANS: Again, Steve, that's a  
7 hard question to answer in hindsight. Would I have  
8 done it differently? At the time I did not see a  
9 problem.

10 MR. BUNNELL: Okay. Do you  
11 understand we're being asked to access it in  
12 hindsight?

13 MR. EVANS: Yeah, I understand.  
14 20/20 is always a great way of looking at many  
15 things, but at the time it did not seem that way.

16 MR. LEVISS: When did you learn that  
17 he was going to testify at this hearing?

18 MR. EVANS: Probably on the day at  
19 that moment. I don't have anything to do with  
20 scheduling people or anything. I get a list that  
21 day. So I look down and there they are and they  
22 started calling witnesses, to be honest with you.

1 MR. LEVISS: So you're not provided a  
2 witness list in advance of the hearing?

3 MR. EVANS: I can be, but I don't go  
4 over -- I don't sit in my office and go over the  
5 witness list, no. But many people do. It's just  
6 not my style. You know, I get there and I run the  
7 hearing.

8 MS. RIMON: Did you have a  
9 relationship with Ritchie Cohen such that he would  
10 given you a heads-up that he was going to be there  
11 that day?

12 MR. EVANS: No.

13 MR. BUNNELL: Let's go to Tab 47.

14 MR. EVANS: Okay.

15 MR. BUNNELL: Let me give you a  
16 second to look it over. This is an email chain  
17 between you and Gary Cohen, not Ritchie. It  
18 involves a seven-unit condo building at 475 New  
19 York Avenue, Northwest.

20 MR. EVANS: I'm looking at the wrong  
21 one. What are you looking at?

22 MR. BUNNELL: Oh, I'm sorry, I've

1 skipped ahead. My bad. Let's table what I was  
2 just talking about. 47 is different. It's an  
3 email chain with Jason Goldblatt and you, right?

4 MR. EVANS: Right. Yes.

5 MR. BUNNELL: And it starts at the  
6 bottom with an email from Jason to you, "We own a  
7 three-acre parcel on New York Avenue, Northeast" --

8 MR. EVANS: Right.

9 MR. BUNNELL: -- "which is leased by  
10 the City in which the City parks its buses. The  
11 school bus lease expires 13 months from now in June  
12 2018."

13 He says, "We've not yet gotten any  
14 official indication that the bus tenant would not  
15 renew, however we've heard the City has  
16 identified perhaps -- perhaps purchased another  
17 site. That's hearsay about the buses would be  
18 leaving, but nothing directly definitive. Can I  
19 ask your help in finding out, one, if in fact  
20 they" -- I assume he means the City -- "has  
21 identified another site; and, two, if so, where  
22 and what is the likelihood they're actually

1 moving in 13 months? We need some clarity as  
2 we're starting to make decisions about  
3 redeveloping or even re-tenanting. Thanks a lot,  
4 Jack." Right?

5 MR. EVANS: Right.

6 MR. BUNNELL: All right. And then  
7 you respond on a Sunday afternoon as, "I'll get  
8 back to you." And then he says, "Thanks."

9 And on Monday, you sent him an  
10 email saying, "Just spoke with Soroush. We'll  
11 get back to you."

12 Who is Soroush?

13 MR. EVANS: He works in our economic  
14 development office.

15 MR. BUNNELL: When you say "our" --

16 MR. EVANS: The City.

17 MR. BUNNELL: Is he in the deputy  
18 mayor's office?

19 MR. EVANS: Yes.

20 MR. BUNNELL: Director of real estate  
21 in the deputy mayor's office. Is that right?

22 MR. EVANS: He might be.



1 MR. BUNNELL: Okay.

2 MR. EVANS: Yeah. I don't know what  
3 his title was then.

4 MR. BUNNELL: So do you recall this  
5 issue?

6 MR. EVANS: Vaguely, I do, yeah.

7 MR. BUNNELL: Okay. Do you recall --

8 MR. EVANS: Is this the same one with  
9 the circulator?

10 MR. BUNNELL: That was going to be my  
11 question to you.

12 MR. EVANS: I don't know. Could be.  
13 I mean they're all buses, so maybe it's the same  
14 one that we talked about earlier.

15 MR. BUNNELL: Could be.

16 MR. EVANS: I don't know.

17 MR. BUNNELL: Well, I guess you just  
18 answered the question of whether it's the same one,  
19 right?

20 MR. EVANS: I don't know.

21 MR. BUNNELL: You don't recall, but  
22 it could be, is that --

1 MR. EVANS: Yeah, it could be.

2 MR. BUNNELL: Do you recall speaking  
3 with Soroush on this?

4 MR. EVANS: I don't.

5 MR. BUNNELL: Okay. It sounds from  
6 Jason Goldblatt's email to you that he is looking  
7 for information about what the City is likely to  
8 do, right?

9 MR. EVANS: Right.

10 MR. BUNNELL: Are there any  
11 sensitives around D.C. procurement that you would  
12 need to be mindful when someone makes this sort of  
13 request?

14 MR. EVANS: Well, it depends on what  
15 the request is. I mean what I would have done in  
16 this case is had Soroush call him back and just get  
17 out of this.

18 I mean, when I -- I always in many  
19 respects, as a councilmember, am a traffic cop.  
20 I think we talked about that earlier. Somebody  
21 comes in, all right, for whatever reason, maybe  
22 he contacted them and they didn't get back to

1 him, I don't know. That's not uncommon.

2 So all I would do is get in touch  
3 with Soroush and say, "Do you mind calling this  
4 guy back?" And that's it.

5 MR. BUNNELL: Okay. And as you go up  
6 the email chain, it sounds like he didn't get back  
7 right away, right?

8 So Goldblatt follows up --

9 MR. EVANS: Yeah, asked Soroush,  
10 "What's the scoop?" Yeah, it's a week later.

11 MR. BUNNELL: A week later. And then  
12 you say, "Still waiting for a response." He says,  
13 "Thanks."

14 MR. EVANS: Yeah. No, I don't know  
15 what ever happened because it doesn't go any  
16 further than that. But my guess, and what my  
17 practice would have been, is to get Soroush on the  
18 phone and have him call him back.

19 Because I'm not in -- I'm not  
20 trying to decide the issue or even what to know  
21 what the answer is, I just want to make sure that  
22 as a constituent, somebody calls me up, or

1       whatever, we try to help him out.

2                   MR. BUNNELL:   I know this may be a  
3       hindsight-type question --

4                   MR. EVANS:    Sure.

5                   MR. BUNNELL:   -- but when you're  
6       having this communication with Jason Goldblatt, did  
7       you think of yourself as acting as a consultant to  
8       Willco or did you think of yourself as acting as a  
9       councilmember?

10                  MR. EVANS:    Councilmember.   And so  
11       let's rewind to about an hour ago.   Ritchie Cohen,  
12       he's not my client, I don't have an SC, I'm not at  
13       a law firm, nothing, calls about an alley closing.  
14       Same guys.

15                  MR. BUNNELL:   Yeah, but now we're in  
16       2017.

17                  MR. EVANS:    No, I understand, but I'm  
18       saying, my mindset is the same as it was then.  
19       This is a constituent, just like Ritchie was in  
20       2015, when I was not at a law firm, didn't have  
21       anything.   It's the exact same thing.

22                  MR. BUNNELL:   So your view, it -- the

1 guardrails are still the same in terms of what  
2 you're going to do?

3 MR. EVANS: Exactly. It's the same  
4 issue as that; somebody calling me up. It could  
5 have been Ritchie, it could have been Jason, it  
6 could have been, you know, Bob Smith. And then I  
7 would exactly -- act exactly the same way.

8 MR. BUNNELL: Okay.

9 MR. EVANS: And he --

10 MR. BUNNELL: You're right, you did  
11 say that about an hour ago.

12 MR. EVANS: There's nothing more I  
13 can say about it.

14 MR. BUNNELL: It's still your view.

15 MR. EVANS: It didn't change.

16 MR. BUNNELL: All right. Was it  
17 unusual for you personally to provide constituent  
18 services the way you did here?

19 MR. EVANS: Not in this circumstance.  
20 You know, if it's me just calling Soroush and  
21 saying, "Give the guy a call." I know Soroush  
22 quite well, and it's easier for me to do it than

1 someone on my staff, whom he may not get back to.  
2 So it's just easier for me to just do it.

3 I mean I have this discussion with  
4 my staff all the time. The easiest way for  
5 everything to get done in my office is for me to  
6 do it. I would do nothing else. But I do a lot  
7 of it just to get things done. So no, it's not  
8 out of the ordinary for me to do it.

9 MR. BUNNELL: Okay. I forget the  
10 exact number, but when we were talking last time,  
11 you talked about how many constituent --

12 MR. EVANS: We get lots of emails  
13 every day.

14 MR. BUNNELL: -- searches each day  
15 and it's several hundred?

16 MR. EVANS: Emails, yeah.

17 MR. BUNNELL: Emails. All right.

18 And you obviously aren't personally  
19 responding to each one of them --

20 MR. EVANS: No.

21 MR. BUNNELL: -- or following up on  
22 each one of them?

1 MR. EVANS: Correct.

2 MR. BUNNELL: So what was it about  
3 this particular request that sort of caused you to  
4 prioritize it?

5 MR. EVANS: There's nothing  
6 particular, just something I could get done  
7 quickly. I guess maybe that's the answer.

8 MR. BUNNELL: Did it have anything to  
9 do with the fact that Willco is a paid client of  
10 NSE Consulting?

11 MR. EVANS: The answer would be no.  
12 And I gave you the example of why. Because when  
13 they weren't a paid client, I would have done the  
14 same thing. And did do the same thing. And would  
15 do it for anybody else.

16 MR. BUNNELL: Okay.

17 MR. LOWELL: How do you keep track  
18 of, when various constituent request would come in  
19 and whether they've been acted upon?

20 MR. EVANS: My chief of staff takes  
21 care of that.

22 MR. LEVISS: Do you know how she --

1 MR. EVANS: I don't. You've already  
2 interviewed her, so you could ask her that  
3 question.

4 MR. LEVISS: But you don't know how  
5 she tracks whether a constituent request has been  
6 acted upon?

7 MR. EVANS: Other than she does. I  
8 don't know how she does it. But she's very good at  
9 it.

10 MR. LEVISS: How do you know that she  
11 does?

12 MR. EVANS: Because they get done.  
13 If they weren't, I would hear from my constituents,  
14 I can assure you. And we are known has having one  
15 of the best, if not the best -- I don't want to say  
16 that because my colleagues, of course, would be  
17 offended -- but having the best constituent  
18 services office.

19 My staff has been with me a long --  
20 Sherri's been with me 24 years. Sherri has been  
21 with me, Ruth's been, until recently, with me.  
22 Everybody, from Amorde, Sarina, and we all have



1 different areas that they're responsible for. So  
2 Schannette farms them out and we all -- 80  
3 percent of my job is probably constituent  
4 services stuff, believe it or not.

5 MR. LEVISS: So when a constituent  
6 reaches out to you on your personal email and makes  
7 a request to you, you then forward it to Schannette  
8 and make sure she --

9 MR. EVANS: It just depends. You  
10 know, it depends. I can't say every time or not  
11 every time. I try to keep her informed of  
12 everything so we make sure that it gets done.

13 MR. LEVISS: Do you know if you  
14 forwarded this one?

15 MR. EVANS: I don't.

16 MR. BUNNELL: Tab 48. This is the  
17 one I mistakenly talked about a minute ago. This  
18 is from Gary Cohen to you about a different issue  
19 on New York Avenue, I guess, in northwest.

20 Who is Gary Cohen?

21 MR. EVANS: You know, I've got to be  
22 honest with you, I probably know Gary, but I don't

1 know him other than he works at Willco. I don't  
2 know what -- I probably --

3 MR. BUNNELL: It says principal  
4 Willco Residential.

5 MR. EVANS: Yeah, I'm sure I know  
6 him, but I don't know him other than that.

7 MR. BUNNELL: Do you know whether  
8 he's related to Ritchie Cohen?

9 MR. EVANS: I don't.

10 MR. BUNNELL: So his email to you on  
11 June 14, 2017, says, "Hope all is well. Currently  
12 developing a seven-unit condo building at 475 New  
13 York Avenue. It's a historic townhouse. It sits  
14 directly next to the new Homewood Suites at 465 New  
15 York Avenue. I appreciate your support of the  
16 project."

17 And he gives you the name of the  
18 guy in charge of permits at DCRA as Robert  
19 Simpkins. Do you know Simpkins?

20 MR. EVANS: I do not.

21 MR. BUNNELL: And he has a permit  
22 expeditor, he's been trying to contact him.

1                   What do you understand about how  
2 the permit expediting process works in D.C.?

3                   This must come up a fair amount.

4                   MR. EVANS: My understanding is if  
5 you pay someone, that they can get your permit  
6 faster.

7                   MR. BUNNELL: Get to the front of the  
8 line kind of thing?

9                   MR. EVANS: I'm not an expert on  
10 that. I don't know that I would be the person to  
11 ask about that. I don't know. But that's my  
12 recollection how this works.

13                   I don't know -- when you say "the  
14 front of the line," I don't know what that means.

15                   MR. BUNNELL: Well, I don't know what  
16 expedited means.

17                   MR. EVANS: Somebody that gets to cut  
18 in front of the line.

19                   MR. BUNNELL: Presumably you get  
20 expedited somehow.

21                   MR. EVANS: Somehow you get  
22 expedited. It seems unfair. But it seems like

1 something that is in existence because of the way  
2 the DCRA operates.

3 MR. BUNNELL: But that expediter  
4 program or policy is a DCRA thing, it's not  
5 something that the council is doing, right?

6 MR. EVANS: Correct.

7 MR. BUNNELL: Does --

8 MR. EVANS: It's DCRA. I don't even  
9 know how -- does DCRA -- I'll be honest with you,  
10 does DCRA sanction it or do you just hire somebody  
11 to stand in line for you. I don't know how it  
12 works.

13 MR. BUNNELL: Okay. Well, I was  
14 wondering if you had an understanding of it. Okay.

15 MR. EVANS: No. I know it is a way  
16 of doing it faster, but how the mechanics work, I  
17 don't know.

18 MR. BUNNELL: I mean constituent  
19 services, in a way, is a way of putting something  
20 on somebody's radar inside the D.C. government  
21 sometimes, right?

22 MR. EVANS: Constituent services is,

1 yes, helping people come to us who are having  
2 difficulties with the government, yeah. So we try  
3 to get it, like you said, put it on somebody's  
4 radar. That's a good way to describe it. I don't  
5 know that an expediter is the same thing.

6 MR. BUNNELL: It sounds like it's  
7 different. This guy didn't work for you, right?

8 MR. EVANS: Oh, no.

9 MR. BUNNELL: Okay. The top of the  
10 page is sort of a follow-up email later that  
11 morning to you from Gary Cohen. He copies Ritchie  
12 Cohen by the way. And he talks about they had some  
13 problem with the plumber walked away and now the  
14 new plumber needs to get a new permit. It's a  
15 critical path, it's got two weeks left. Once  
16 again, thank you for your assistance, right.

17 MR. EVANS: Yes.

18 MR. BUNNELL: Do you have any  
19 recollection of assisting at all on this?

20 MR. EVANS: No. I'm sure I did not.

21 MR. BUNNELL: You're sure you did  
22 not?

1 MR. EVANS: Yes. This is --

2 MR. TUOHEY: You mean personally?

3 MR. EVANS: That's what you're  
4 talking about, me personally, right?

5 I would have forwarded this -- or,  
6 again, this would have ended up in the hands of  
7 Schannette. And it's on my council email, so she  
8 would have difficulty gotten this. It would have  
9 gone to probably Sherri who handles DCRA stuff.  
10 And that's how it would have been dealt.

11 MR. BUNNELL: Okay. So --

12 MR. EVANS: I would not have  
13 personally called anybody or done anything on that.

14 MR. BUNNELL: The matter on Tab 47  
15 that we were just talking about --

16 MR. EVANS: Right.

17 MR. BUNNELL: -- which was New York  
18 Avenue, Northeast --

19 MR. EVANS: Right.

20 MR. BUNNELL: -- you did call  
21 Soroush?

22 MR. EVANS: Well, Soroush, I know

1 well, so there's a difference. Yeah, Soroush I  
2 know well.

3 MR. BUNNELL: So the difference here  
4 is you didn't know the DCRA people in the same way?

5 MR. EVANS: I didn't get involved in  
6 DCRA stuff. Economic development, I more likely  
7 get involved in because I know everybody there.  
8 DCRA -- and, again, DCRA stuff is stuff that  
9 happens a lot. And sherry does it. She's really  
10 good at it.

11 MR. BUNNELL: Okay.

12 MR. EVANS: If you want something  
13 done with DCRA, give it to Sherri.

14 MR. BUNNELL: Okay. So I'm not  
15 familiar with DCRA. So they're different in what  
16 regard?

17 MR. EVANS: You get more issues  
18 dealing with DCRA. I mean that --

19 MR. BUNNELL: It's a volume issue?

20 MR. EVANS: Yeah. Yeah. And Sherri  
21 knows everybody over there so she knows how to find  
22 out where the status is.

1                   As a resident here, there's  
2                   probably three agencies that affect, DPW, because  
3                   they pick up the trash, DDOT, because they clean  
4                   the sidewalks and cut the trees and do all that  
5                   kind of stuff, and if you're a business, DCRA,  
6                   because that's where you to -- and even a  
7                   resident, that's where you have to go to get  
8                   permits. After that -- those are the three  
9                   agencies. So that's where most of our issues  
10                  would come in on, on those things.

11                 MR. BUNNELL: And Sherri is usually  
12                 your --

13                 MR. EVANS: Sherri is director of our  
14                 constituent services.

15                 MR. BUNNELL: Right.

16                 MR. EVANS: So she -- I believe she  
17                 covers DCRA, and different staff members cover  
18                 different places. So depending on what the issue  
19                 is, Schannette would send that to that person to  
20                 take care of that issue.

21                 MR. BUNNELL: Okay. If you'd go to  
22                 the sort of second part of that tab behind the blue



1 sheet --

2 MR. EVANS: Yes.

3 MR. BUNNELL: -- there's --

4 MR. EVANS: Oh, there you go, Sherri.

5 MR. BUNNELL: So that's a back and  
6 forth between Sherri Kimbel, who you were just  
7 referencing, and some guy named Matt LeGrant at  
8 DCRA, right?

9 MR. EVANS: Yes.

10 MR. BUNNELL: Okay. And at one point  
11 along the way she's following up with him, and  
12 says, "Did you find anyone to ask about this? It's  
13 someone the councilmember knows so he just asked me  
14 again."

15 Does that seem --

16 MR. EVANS: Where are you looking at?

17 MR. BUNNELL: I'm looking at the  
18 bottom email of this sort of second page. This is  
19 on the back of the first page.

20 MR. EVANS: Oh, here it is. Okay.

21 MR. BUNNELL: Does that refresh your  
22 memory at all about this?

1 MR. EVANS: No, not at all.

2 MR. BUNNELL: Okay. Is that  
3 something you believe she might say even if it  
4 weren't entirely true, just as a way to kind of  
5 nudge the process along?

6 MR. EVANS: She needs to answer that  
7 question.

8 MR. BUNNELL: Okay.

9 MR. EVANS: The answer is probably  
10 yes. Whatever it takes to get answers. As I  
11 mentioned to you, a lot of times things go out  
12 under my email that I don't send out, because it --  
13 if it comes from me, it carries more authority than  
14 if it comes from any of them. If you tell all our  
15 secrets, nobody will answer my emails.

16 MR. BUNNELL: I'm afraid there's a  
17 fair amount of sausage making that's being explored  
18 here.

19 MR. EVANS: Yes, it's unfortunate.

20 MR. BUNNELL: So I have a few  
21 questions about Fisher Holdings, which won't take  
22 too long. I suggest maybe we take a quick break at

1 the end of that. Does that work for you?

2 MR. EVANS: That sounds great, yeah.

3 MR. BUNNELL: Okay. And maybe during  
4 the break we can talk just generally about how much  
5 more there is and when we can do it.

6 MR. EVANS: Okay. That's sounds  
7 great.

8 MR. BUNNELL: Okay. So Fisher --  
9 Steven Fisher, let's start with Steven Fisher.

10 MR. EVANS: Yes.

11 MR. BUNNELL: We understand that  
12 Steven Fisher/Fisher Holdings was an NSE Consulting  
13 client. Is that correct?

14 MR. EVANS: Yes.

15 MR. BUNNELL: Okay. Who is Steven  
16 Fisher?

17 MR. EVANS: Steven Fisher is a friend  
18 of Ritchie Cohen. Maybe even a partner with him in  
19 some projects, I think. He lives in California.  
20 And he owns property in the metropolitan region. I  
21 believe largely in Maryland. But as I told you, I  
22 think I told you before, I told somebody, I've done

1 this so many times with so many people, I don't  
2 know. But yes, he may or may not have buildings in  
3 the District of Columbia.

4 MR. BUNNELL: Okay. And do you have  
5 any sense of what type of real estate holdings he  
6 has? Commercial? Residential?

7 MR. EVANS: I think it's mostly  
8 commercial, but -- it's probably like Ritchie, he's  
9 mostly commercial. But he could have a residential  
10 building. But that's understanding.

11 MR. BUNNELL: Did you ever meet him  
12 in person?

13 MR. EVANS: Yes.

14 MR. BUNNELL: Okay. What do you  
15 recall about the meeting?

16 MR. EVANS: It was set up by Ritchie.  
17 And I believe John Ray suggested him as a client as  
18 well. I think that's right. So I met with Ritchie  
19 and Steve at a coffee shop on 13th Street, 13th and  
20 E Street.

21 MR. BUNNELL: [REDACTED], do you  
22 know who that is?

1 MR. EVANS: Yes.

2 MR. BUNNELL: I mean, it would be a  
3 fair guess -- it would be a safe guess to say  
4 Starbucks, but I'm not sure there's a --

5 MR. EVANS: You know what I'm talking  
6 about.

7 MR. BUNNELL: A French place --

8 MR. EVANS: Yeah.

9 MR. BUNNELL: -- where the food is  
10 always ready.

11 MR. EVANS: It's not bad.

12 MR. BUNNELL: So you and John Ray met  
13 together with him?

14 MR. EVANS: No, no. John wasn't  
15 there. It was just me, Ritchie, and Steve.

16 MR. BUNNELL: Okay. So what was the  
17 nature of that conversation?

18 Why would you have something  
19 valuable for Steven Fisher?

20 I assume that was part of what you  
21 discussed.

22 MR. EVANS: Yes. He's located in

1 California. He has holdings here in the  
2 metropolitan region. And that kind of fit into my  
3 consulting business. That I had a retainer  
4 agreement with Steve and if he needed me to talk  
5 become strategic advice, et cetera, about what's  
6 going on in the region since he's not here, that I  
7 would be available to do that.

8 MR. BUNNELL: Did you understand him  
9 to have, you know, kind of business relationships  
10 or financial relationships with Willco and Ritchie  
11 Cohen?

12 Were they joint investors in  
13 projects and that kind of thing?

14 MR. EVANS: I think so, yeah. I  
15 think that's right, but I don't know for sure.

16 MR. BUNNELL: Was he looking for your  
17 strategic counsel on economic issues or real estate  
18 issues outside of the D.C. area or just in the D.C.  
19 area?

20 MR. EVANS: Just in the metropolitan  
21 region, yeah, Maryland, D.C., and Virginia.

22 MR. BUNNELL: Okay. And so you

1 viewed yourself as having expertise beyond the  
2 boundaries of D.C. --

3 MR. EVANS: Yes.

4 MR. BUNNELL: -- D.C. itself?

5 MR. EVANS: Yes.

6 MR. BUNNELL: Okay. Is Fisher -- did  
7 you meet him on other occasions or was it just that  
8 one time?

9 MR. EVANS: That's the only time I  
10 met him in person, correct.

11 MR. BUNNELL: Did you talk to him on  
12 the phone?

13 MR. EVANS: I believe I did, yes.

14 MR. BUNNELL: Do you remember the  
15 substance of any of those phone conversations?

16 MR. EVANS: Unfortunately, I don't.  
17 I just maybe talked to him, you know, "What's going  
18 on" type of thing in the region, et cetera.

19 MR. BUNNELL: Was he -- was he one of  
20 the NSE Consulting clients for whom -- well, let me  
21 back up.

22 Did you actually provide services

1 to him?

2 MR. EVANS: In the sense of  
3 conversations on the phone.

4 MR. BUNNELL: Yes.

5 MR. EVANS: Yes. I mean that's the  
6 service.

7 MR. BUNNELL: The one conversation  
8 that you recall?

9 MR. EVANS: Yeah, there may have been  
10 more than one, but I don't recall exactly. You  
11 know, it's hard to remember over the course of a  
12 year what I did three years ago.

13 MR. BUNNELL: Would you ever send him  
14 something in writing?

15 MR. EVANS: No.

16 MR. BUNNELL: An analysis of  
17 something or rather, anything of that nature?

18 MR. EVANS: No.

19 MR. BUNNELL: So these would be oral  
20 communications you would have?

21 MR. EVANS: Yes.

22 MR. BUNNELL: And it doesn't sound



1 like you have a clear recollection of any  
2 particular conversation. I don't want to put any  
3 words in your mouth here, but is that fair?

4 MR. EVANS: Yes.

5 MR. BUNNELL: And what's your best  
6 recollection in terms of how often over the course  
7 of your NSE Consulting did you talk to him?

8 MR. EVANS: A couple. You know,  
9 whatever that means. One, two, three, four, five,  
10 something like that. So it was more than one, less  
11 than five, probably.

12 MR. BUNNELL: Did these tend to be  
13 brief conversations?

14 MR. EVANS: Yes.

15 MR. BUNNELL: Ten, 15 minutes or  
16 longer?

17 MR. EVANS: I don't know, Steve.

18 MR. BUNNELL: I'm just trying to see  
19 how precise you feel comfortable with.

20 MR. EVANS: No.

21 MR. BUNNELL: All right. Did you  
22 have any particular concerns about the Fisher

1 agreement in terms of how it squared with your  
2 council code of conduct obligations?

3 Is there anything different about  
4 it other than the other NSE Consulting agreements  
5 that you have?

6 MR. EVANS: No.

7 MR. BUNNELL: Were there any other  
8 people working at Fisher Holdings that you had any  
9 interactions with?

10 MR. EVANS: No.

11 MR. BUNNELL: How did the engagement  
12 with Fisher end?

13 MR. EVANS: After a year. I believe  
14 he may have called me and said, you know, "Not much  
15 happened this year, so we're not going to go  
16 forward for another year."

17 MR. BUNNELL: So if you go to Tab 50,  
18 there's a check to you from Fisher Holdings,  
19 April 16, 2018, right --

20 MR. EVANS: Yes.

21 MR. BUNNELL: -- for \$25,000?

22 And then on the backside of that

1 page there's an invoice from NSE Consulting, LLC  
2 to him, dated March 1. Do you see that?

3 MR. EVANS: Yes.

4 MR. BUNNELL: Who prepared the  
5 invoice?

6 MR. EVANS: I would have prepared it,  
7 although, the typing itself of the invoice -- is  
8 that -- so what --

9 MR. BUNNELL: Yeah, who --

10 MR. EVANS: What are you asking?

11 MR. BUNNELL: Who create this  
12 document?

13 MR. EVANS: Who typed it or created  
14 it?

15 MR. BUNNELL: Well --

16 MR. EVANS: Because I create it and  
17 then I'm sure Schannette typed it.

18 MR. BUNNELL: You created the fonts  
19 on the form here with the lines?

20 MR. EVANS: No, I did not.

21 MR. BUNNELL: Because that's an  
22 advance word processing maneuver. Okay. So

1 Schannette did that. So what part did you do?

2 MR. EVANS: The information, it  
3 was -- you know, I got this -- you know, I'm  
4 wondering if I got this invoice, you know, like as  
5 a model from somewhere else and gave it to  
6 Schannette and said -- I think that's right, that,  
7 "This is how I would like my invoices."

8 This is -- this is exactly the same  
9 kind of invoice that I do for everybody else, so  
10 this is not created for Steve Fisher.

11 MR. BUNNELL: Okay.

12 MR. EVANS: I mean, this is an  
13 invoice that went out to everybody. So the  
14 origination of the invoice back a year or two --  
15 you know, back whenever I started sending out  
16 invoices, I think I had something that somebody  
17 else had sent me as an invoice and said, "Oh, this  
18 looks nice, I'll use this as a model." And then  
19 gave it to Schannette, who would have then been  
20 able to make it look like this. That's my best  
21 guess.

22 MR. BUNNELL: Okay. Because typing

1 is not your strong suit?

2 MR. EVANS: I can't type.

3 MR. BUNNELL: Right. Okay.

4 MR. EVANS: I wish I paid more  
5 attention to [REDACTED] in high school, but my French  
6 and my typing, none of it seemed to be relevant at  
7 the time.

8 MR. BUNNELL: The next page in that  
9 tab is the agreement itself, right?

10 MR. EVANS: Yes.

11 MR. BUNNELL: Dated March 1, 2018,  
12 between NSE Consulting and Steven G. Fisher for  
13 Fisher Holdings, LLC, right?

14 And as you look through this  
15 agreement, it's similar to the other ones, except  
16 one thing that's different is it doesn't have a  
17 conflict of interest --

18 MR. EVANS: You're right, it doesn't.

19 MR. BUNNELL: -- provision?

20 MR. EVANS: Yeah, I was just looking  
21 for itself myself.

22 MR. BUNNELL: Okay. So you know what

1 my question is going to be then.

2 MR. EVANS: I have no idea.

3 MR. BUNNELL: Do you know why there  
4 is no conflict of interest provision in this  
5 agreement?

6 MR. EVANS: I have no idea. It  
7 should be. And the only thing that I can guess is  
8 when the agreement was prepared, that Schannette  
9 informed me that she used that model that was  
10 different, you know, one of the earlier models. I  
11 mean, that's all I can figure. There would be no  
12 reason not to have it in there, if that's your  
13 question.

14 MR. BUNNELL: Okay. Did you have any  
15 discussion with Steven Fisher about a conflict of  
16 interest provision, what it should provide?

17 Was that a point of negotiation  
18 somewhat?

19 MR. EVANS: No. No, it was not.  
20 This is the first that I've noticed it's not in  
21 there. And I'm just surprised as you are. I don't  
22 know why it wouldn't be in there. And I'm guessing

1 it's because whatever, who knows, model she used  
2 didn't have it in there.

3 MR. BUNNELL: This is --

4 MR. EVANS: This is the original one  
5 from, you know, EagleBank, or whenever the first  
6 one was that it didn't have it in, Digi or  
7 something. I don't remember which one.

8 MR. BUNNELL: This is the last one  
9 that you do. It's in March of 2018 --

10 MR. EVANS: Yeah.

11 MR. BUNNELL: -- and there are other  
12 ones, several prior to this, that you do have it in  
13 there.

14 MR. EVANS: Oh, yeah, all of them do.

15 MR. BUNNELL: And actually different  
16 versions.

17 MR. EVANS: Yeah. Yeah.

18 MR. BUNNELL: And then the last one  
19 doesn't have it in there. So no -- no recollection  
20 of why that's the case?

21 MR. EVANS: I just told you.

22 MR. BUNNELL: But you're -- it sounds

1 like you're speculating. You don't know that to be  
2 true?

3 MR. EVANS: No. I'm as surprised as  
4 you are that it's not in here.

5 MR. BUNNELL: Okay. I just want you  
6 to --

7 MR. EVANS: The first thing I look  
8 for when --

9 MR. BUNNELL: I just wanted you to  
10 know that we're actually reading the documents.

11 MR. EVANS: Maybe I should have read  
12 it closer, in retrospect.

13 MR. BUNNELL: Let me ask you this,  
14 though, did the absence of that provision in this  
15 service agreement change the way you conducted  
16 yourself with respect to conflicts issues?

17 MR. EVANS: No.

18 MR. LOWELL: Mr. Fisher?

19 MR. BUNNELL: With respect to  
20 Mr. Fisher specifically.

21 MR. EVANS: Yeah, no.

22 MR. BUNNELL: Did you have any issues



1 that came up while you were -- did you currently  
2 have an -- you don't have an outstanding service  
3 agreement with Mr. Fisher, right?

4 MR. EVANS: Oh, no, the company's  
5 closed. It ended after a year.

6 MR. BUNNELL: After a year.

7 Okay. So during the year that you  
8 were n this agreement with him, did you have any  
9 conflict issues that came up? Anything that you  
10 had to notify him about?

11 MR. EVANS: No.

12 MR. BUNNELL: Anything that you  
13 sought ethics advice about with the council or with  
14 Vega.

15 MR. EVANS: No.

16 MR. BUNNELL: Were there any matters  
17 before the council at any point that Mr. Fisher had  
18 an interest in that you recall?

19 MR. EVANS: No.

20 MR. BUNNELL: Okay. So I don't know  
21 whether -- do you have a Tab 51?

22 MR. EVANS: I do.

1 MR. BUNNELL: It's an email traffic  
2 that you're not on, so I --

3 MR. EVANS: Okay.

4 MR. BUNNELL: -- I wouldn't normally  
5 show you stuff that's not -- that you're not on,  
6 but I would just -- I think it just might be easier  
7 to show this to you and ask if you have any  
8 knowledge of what they're talking about here.

9 So this is -- it's an email back  
10 and forth between Steven Fisher and Richard  
11 Cohen. And the bottom email -- the bottom of the  
12 chain is from Steven Fisher to Cohen saying --  
13 that's his NSE Consulting agreement -- "Richard,  
14 open the spreadsheet that I've attached labeled  
15 consulting fee. This is how the NSE Consulting  
16 fee should be paid. Please confirm your  
17 agreement with this method. And I will get the  
18 payment to Jack Evans."

19 And then Cohen responds, "Since  
20 it's you that he's consulting for, you should pay  
21 it and you get reimbursed by those."

22 And he says, "Will do."

1                   We haven't had an opportunity to  
2 talk to Mr. Cohen, so I'm going to ask you, or  
3 Mr. Fisher, frankly, but I'll just ask you  
4 whether you had any -- well, do you know anything  
5 about the reimbursement arrangement that's being  
6 discussed here?

7                   MR. EVANS: No.

8                   MR. BUNNELL: Did you have any  
9 understanding that Mr. Cohen was in some way  
10 reimbursing Mr. Fisher?

11                  MR. EVANS: No.

12                  MR. BUNNELL: Do you have any reason  
13 why it might be structured that way?

14                  MR. EVANS: No.

15                  MR. BUNNELL: Would it surprise you  
16 to see that?

17                  MR. EVANS: Yes. I've never seen  
18 this before. And I'm not --

19                  MR. BUNNELL: No, I recognize that  
20 you're not on the email.

21                  MR. EVANS: And I'm not aware of the  
22 issues. I mean, you say surprise me, I mean, I --

1 I'll be honest, nothing surprises me anymore. In  
2 the last year, nothing would surprise me. But no,  
3 I'm not aware of this.

4 MR. LEVISS: Prior to seeing this  
5 email, you were not aware of a reimbursement  
6 arrangement as described in this email?

7 MR. EVANS: No.

8 MR. LOWELL: Or if it occurred. Did  
9 it occur?

10 MR. EVANS: I don't know.

11 MS. RIMON: Were you ever a part of  
12 any discussions with these individuals about a  
13 potential reimbursement?

14 MR. EVANS: No.

15 MR. LOWELL: I don't mind you asking  
16 that, but you understand his answer to the first  
17 two questions subsumed your fourth? So you can  
18 still do it.

19 MS. RIMON: Well, it could have been  
20 a discussion that didn't result in --

21 MR. TUOHEY: He was asked if he knew  
22 anything about it. So if he had a discussion, he

1 would know something about it.

2 MS. RIMON: I'm just asking.

3 MR. LOWELL: I understand. It's your  
4 time. Take as much as you want.

5 MR. BUNNELL: It's all of our time.

6 Let me ask you to go to Tab 53.

7 MR. LEVISS: Before you do that.

8 MR. BUNNELL: Yeah.

9 MR. LEVISS: Do you know why Steven  
10 Fisher has a Willco email address --

11 MR. EVANS: No.

12 MR. LEVISS: -- on tab --

13 MR. LOWELL: Which tab are you  
14 looking?

15 MR. LEVISS: 51.

16 MR. EVANS: No, I don't.

17 MR. LEVISS: Do you know if he had  
18 any role in Willco?

19 MR. EVANS: I don't.

20 MR. LEVISS: Sorry, Steve.

21 MR. BUNNELL: No, that's a good  
22 question.

1 MR. TUOHEY: He previously stated  
2 that he was aware that there was some business  
3 relationship with Ritchie Cohen, although it may  
4 not have been Willco.

5 MR. BUNNELL: Okay.

6 MR. LOWELL: So sorry, what tab are  
7 you on now?

8 MR. BUNNELL: I was going to go to  
9 Tab 53.

10 MR. LOWELL: Okay.

11 MR. BUNNELL: Now, we've also got Tab  
12 52, which is in the book if you want.

13 MR. EVANS: Okay.

14 MR. BUNNELL: This is, I think, a  
15 followup on the previous email that you're not on.  
16 You're also not on Tab 52.

17 MR. EVANS: Okay.

18 MR. BUNNELL: But this, again, has to  
19 do with these draft duplicates of four checks you  
20 sent to Fisher Holdings for Jack Evans Consulting  
21 firm two months ago. "Jack needs a second round of  
22 \$2,500. Make the checks payable -- \$25,000. Make

1 the checks payable to Fisher Holdings, LLC. [REDACTED]  
2 will then draw checks to Jack Evans Consulting  
3 company and send them to him. Thank you." This is  
4 from Steven Evans to somebody named [REDACTED] --

5 MR. TUOHEY: Steven Fisher.

6 MR. BUNNELL: Steven Fisher. Now I'm  
7 having brain and tongue problems here.

8 -- from Steven Fisher to somebody  
9 named [REDACTED] with Ritchie Cohen, and  
10 [REDACTED] cc'd.

11 Do you who [REDACTED] is?

12 MR. EVANS: No.

13 MR. BUNNELL: Do you know who [REDACTED]  
14 [REDACTED] is?

15 MR. EVANS: No.

16 MR. BUNNELL: Okay. And, again,  
17 you're not on this, although you're the subject of  
18 this email. Does this refresh your recollection at  
19 all in terms of any kind of reimbursement or --

20 MR. EVANS: No.

21 MR. BUNNELL: Okay. Tab 53 -- well,  
22 actually, I think this is a little out of sequence.

1 If you go to the document behind the draft  
2 legislation, or the piece of legislation, behind  
3 the blue page, there's an email. And we're on Tab  
4 53 here. All right. So really we probably should  
5 start with this.

6 MR. EVANS: Okay.

7 MR. BUNNELL: Yeah, so this makes  
8 some sense of the other one. So this is an email  
9 from Steven Fisher to you on your council email.

10 MR. EVANS: Okay.

11 MR. BUNNELL: And he says to you, at  
12 the bottom of that chain, June 7th, 2018, "Jack, I  
13 hope the check was delivered as scheduled. Please  
14 let me know either way."

15 You respond, "I did." I assume you  
16 mean it did or it was or whatever. "Thank you  
17 very much, Steve. I really appreciate it."

18 He then responds, I guess we're  
19 into June 8th now, "Great. By the way, I am  
20 going to give you a call next week regarding the  
21 Estate Tax Clarification Amendment Act, which is  
22 part of the D.C. FY2019 Budget Support Act."



1                   And you say, "Okay. Thanks."

2                   So if we flip back now to the  
3 earlier page, the subtitle of the section there  
4 in the middle of the page is "Estate Tax  
5 Clarification." And this is sort of an excerpt  
6 of language regarding, I guess, a provision of  
7 this act proposed, or real, I'm not sure. I  
8 guess this is the original it must be.

9                   Do you have any recollection of  
10 this issue? Do you know what this involved?

11                  MR. EVANS: Well, is my recollection  
12 in regards to this, in regards to Steve Fisher or  
13 with regards to the estate tax?

14                  MR. BUNNELL: Well, let's start with  
15 the Estate Tax Clarification Amendment Act of 2018.  
16 Is that something that you recall?

17                  MR. EVANS: It just -- what does this  
18 actually do. It says, "Striking 2 million to  
19 conform to the federal level and inserting 2  
20 million to the amount set forth in 473701," which  
21 we don't have.

22                  MR. BUNNELL: Do we have any more

1 context on what this did?

2 Is this just what we have?

3 MR. LEVISS: Yeah.

4 MR. BUNNELL: Okay. So we're working  
5 with a limited historical record as well.

6 MR. EVANS: Okay.

7 MR. BUNNELL: So I take it, you don't  
8 have a particular recollection of what this  
9 proposed legislation was doing substantively?

10 MR. EVANS: No.

11 MR. BUNNELL: Did you end up talking  
12 to Steven Fisher about it?

13 MR. EVANS: You know, probably, yeah,  
14 but I just don't have a recollection of the  
15 conversation. But remember I told you I had  
16 conversations with him and I don't remember the  
17 conversations. And if he called me about the  
18 estate tax, I probably did.

19 MR. BUNNELL: So this would be  
20 presumably an estate tax issue relating to estates  
21 in D.C., right?

22 MR. EVANS: Well, I don't know that.

1 He just --

2 MR. BUNNELL: Is that fair to say?

3 MR. EVANS: Maybe he just wants to  
4 know what the law is. Because we just changed the  
5 estate tax law. I do remember doing that. But I  
6 can't remember what -- you know, we used to be tied  
7 to the federal estate tax and then we weren't and  
8 then we were and then we weren't. And so he may  
9 have just been looking for a clarification of  
10 what's the estate tax in the District of Columbia.

11 MR. BUNNELL: How old is Mr. Fisher  
12 approximately?

13 MR. EVANS: Oh, boy. He's older than  
14 I am. I'm 65, so somewhere in that vicinity.

15 MR. BUNNELL: Do you recall any  
16 conversations with him about estate planning?

17 MR. EVANS: No, no, no. Not my  
18 thing.

19 MR. BUNNELL: Okay.

20 MR. LEVISS: Do you know whether he  
21 would be subject to estate tax in D.C.?

22 MR. EVANS: I don't. I mean, he

1 lives in California, so I don't know why he would  
2 be subject to the D.C. estate tax. I don't know  
3 him well enough to know that.

4 MR. BUNNELL: Was he talking to you  
5 at all about moving to the District of Columbia --

6 MR. EVANS: I have no recollection of  
7 that.

8 MR. BUNNELL: -- that you recall?

9 MR. EVANS: No.

10 MR. BUNNELL: Okay. Anything else on  
11 Fisher?

12 MR. LEVISS: On the email behind this  
13 statutory excerpt, do you know what check he's  
14 talking about when he says, "I hope the check was  
15 delivered as scheduled"?

16 MR. EVANS: Probably the payment for  
17 the NSE Consulting, I would imagine.

18 MR. LEVISS: Were there any other  
19 checks?

20 MR. EVANS: No, there were no other  
21 checks.

22 MR. BUNNELL: Did you do any

1 political fundraising for the 2018 cycle?

2 MR. EVANS: I don't think so. Who  
3 was running in 2018?

4 MR. LOWELL: Members of congress,  
5 members of the United States Senate, governors.

6 MR. EVANS: Who was running in D.C.?

7 MR. BUNNELL: No, I'm --

8 MR. EVANS: What are you looking for?

9 MR. BUNNELL: In 2016 you were doing  
10 fundraising for Hillary Clinton's campaign in some  
11 form.

12 MR. EVANS: Hillary Clinton is a  
13 long-time personal friend of mine.

14 MR. BUNNELL: Okay.

15 MR. EVANS: She and Bill Clinton, I  
16 was their very -- and was Bill Clinton's very first  
17 supporter when he ran for president in 1990. When  
18 he moved to the District of Columbia, they went to  
19 my church, Foundry United Methodist Church. And I  
20 was very, very -- they were just long-time friends  
21 of mine. And so when Hillary was running for  
22 president, I really went all out. I thought she

1 would be a great president. And I raised as much  
2 money as I could for her.

3 And you asked me was I interested  
4 in working in the government, no. On the Hill,  
5 no, no. I just thought she would be an excellent  
6 president. That's what it was all about.

7 MR. TUOHEY: I don't think that was  
8 his question, Jack.

9 MR. EVANS: Okay. What's your  
10 question?

11 MR. BUNNELL: Well, actually that  
12 puts some context around why you were sort of doing  
13 some, you know, bundling activity in --

14 MR. EVANS: No bundling. People  
15 showed up at the events. And I made that  
16 distinction before.

17 MR. BUNNELL: My word, not yours.

18 MR. EVANS: Okay.

19 MR. BUNNELL: You were doing  
20 fundraising, you were helping to sort of raise  
21 funds for the Hillary Clinton Campaign.

22 MR. EVANS: Correct.

1 MR. BUNNELL: And so my question was  
2 just whether you did anything similar to that  
3 during --

4 MR. EVANS: No.

5 MR. BUNNELL: -- the 2018 election  
6 cycle?

7 MR. EVANS: No. I was just trying to  
8 remember what 2018 is. But no, I don't --

9 MR. BUNNELL: Off of your  
10 congressional election.

11 MR. EVANS: No. I don't remember  
12 doing anything for anybody in 2018.

13 MR. BUNNELL: Okay.

14 MR. EVANS: Why did you ask that  
15 question? Just out of curiosity. It was just out  
16 of nowhere.

17 MS. RIMON: We were talking about  
18 checks and --

19 MR. EVANS: All right.

20 MR. BUNNELL: We were talking about  
21 checks.

22 MR. EVANS: All right.

1 MR. BUNNELL: Let's take a break.

2 MR. TUOHEY: Okay.

3 (Recess from 11:50 a.m. to 12:05 p.m.)

4 MR. BUNNELL: All right. We'll go  
5 back on the record.

6 All right. Let's talk about Forge  
7 and Colonial Parking and Rusty Lindner.

8 MR. EVANS: Okay.

9 MR. BUNNELL: Forge was an NSE  
10 client. Is that correct?

11 MR. EVANS: Yes.

12 MR. BUNNELL: And we've touched on  
13 this a little bit previously, but just to keep it  
14 in the section of the transcript, can you explain  
15 your understanding of the relationship between  
16 Forge, Colonial and Rusty Lindner?

17 MR. EVANS: Forge is a holding  
18 company. Colonial is a company, a parking company.  
19 Rusty is certainly involved with both. I don't  
20 know what his title is.

21 MR. BUNNELL: What's your --

22 MR. EVANS: He owns them both, I



1 guess, is the answer.

2 MR. BUNNELL: I'm sorry, what?

3 MR. EVANS: I believe he owns them,  
4 whatever that means.

5 MR. BUNNELL: Is it fair to say that  
6 he has some financial interest in all of --

7 MR. EVANS: He does have brothers and  
8 sisters, so who knows. I don't know what the  
9 arrangement is.

10 MR. BUNNELL: Was Rusty the primary  
11 point of contact that you had with the Forge/NSE  
12 relationship?

13 MR. EVANS: Yes.

14 MR. BUNNELL: How long have you known  
15 Rusty?

16 MR. EVANS: Since 1990.

17 MR. BUNNELL: And can you describe  
18 the nature of your relationship?

19 MR. EVANS: Sure. Now, we went over  
20 all this -- we went over this when we met before.

21 MR. BUNNELL: Yeah, you're right, but  
22 just let's keep it tight.

1 MR. EVANS: All right.

2 MR. BUNNELL: Just because we're  
3 going to have a little section here on this. We  
4 did it at a high level.

5 MR. EVANS: So I know Rusty. I met  
6 him back in 1990. He's been a long-time friend of  
7 mine. His children are the same age as my  
8 children, et cetera, et cetera, et cetera.

9 MR. BUNNELL: You're right, we did  
10 all that.

11 MR. EVANS: And we've been long-time  
12 friends for many years.

13 MR. BUNNELL: And he was a client of  
14 Patton Boggs?

15 MR. EVANS: Yes.

16 MR. BUNNELL: And that relationship  
17 went on for some period of time, correct?

18 MR. EVANS: Correct.

19 MR. BUNNELL: And then he also became  
20 a client of Manatt's?

21 MR. EVANS: Correct.

22 MR. BUNNELL: Okay. In terms of

1 Forge becoming an NSE Consulting client, what do  
2 you recall about the origins of that relationship?

3 MR. EVANS: I formed the firm. And I  
4 asked Rusty if he would like to become a client.

5 MR. BUNNELL: Did you envision the  
6 services NSE Consulting providing as different from  
7 what you had been providing previously at Patton  
8 Boggs or Manatt?

9 MR. EVANS: Similar, yeah.

10 MR. BUNNELL: Similar.

11 MR. EVANS: But, again, it was a  
12 retainer relationship, NSE was a retainer  
13 relationship with all my clients. So I would be  
14 available as needed. And, again, as with the other  
15 three clients, it was discussions of strategy for  
16 the region, et cetera, business strategies. So  
17 that's how I envisioned it.

18 MR. BUNNELL: There was a period of  
19 time when Forge is a Manatt client and an NSE  
20 client at the same time?

21 MR. EVANS: Yes.

22 MR. BUNNELL: So how was that sort of

1 structured?

2 How did you sort of divide that up  
3 in terms of payment and services and whatnot?

4 MR. EVANS: Well, as a Manatt client,  
5 he was a Manatt client. John Ray actually did --  
6 if there was any work to be done, did it. NSE was  
7 a separate company. That was my company. And I  
8 had a retainer agreement with Forge, and if  
9 Mr. Lindner needed my services, he would ask for it  
10 under the retainer agreement. But it was different  
11 than Manatt.

12 MR. BUNNELL: So was there ever an  
13 occasion were you were providing services to Forge  
14 wearing your Manatt hat?

15 Did that make sense?

16 MR. LOWELL: Forge.

17 MR. EVANS: Yeah. Well, again, John  
18 Ray handled most of that at Manatt, so I can't  
19 recall an instance when I was doing that.

20 MR. BUNNELL: Okay. I mean it -- it  
21 sounds from your statements like there wasn't  
22 necessarily a clear bright line, that there were

1 two different ways of sort of helping in the same  
2 way?

3 MR. EVANS: In retrospect, I guess  
4 that's probably right. Yeah.

5 MR. BUNNELL: Okay. Again, these are  
6 my words, so if I'm not characterizing it properly,  
7 I'm just trying to understand.

8 You've got a -- you've got an  
9 entity that is a client of a law firm where  
10 you're affiliated with the firm --

11 MR. EVANS: Right.

12 MR. BUNNELL: -- and at the same  
13 time --

14 MR. LOWELL: For some period of time.

15 MR. BUNNELL: For some period of  
16 time.

17 MR. EVANS: Right.

18 MR. BUNNELL: There's some overlap  
19 for a period of time.

20 MR. EVANS: There's an overlap.

21 MR. BUNNELL: And there's also a  
22 consulting relationship that you have in place with

1 the same client doing what seemed to be similar  
2 things?

3 MR. EVANS: That's -- that's probably  
4 correct as a characterization.

5 MR. TUOHEY: When you say "similar  
6 things," similar to what?

7 MR. EVANS: Similar to what, I don't  
8 know.

9 MR. BUNNELL: Well, I'm trying to use  
10 the words that you said. The services being  
11 provided historically --

12 MR. EVANS: Steve --

13 MR. BUNNELL: -- are similar?

14 MR. EVANS: Steve, we're talking in  
15 generalities here.

16 MR. BUNNELL: Okay. Well, let me be  
17 specific then. What --

18 MR. EVANS: You can't talk in  
19 generalities. If he had a matter at Manatt and  
20 went to John Ray, and John worked on it, then he  
21 did. If he had a matter for me to work on it at  
22 NSE, and he came to me about it, I would do that.

1 MR. BUNNELL: Okay.

2 MR. LOWELL: Is there a specific, do  
3 you know what the matter that you're  
4 hypothetically, or not so hypothetically, talking  
5 about as to what he had with John at a point in  
6 which he might also be talking to you in your NSE  
7 capacity?

8 When you say "similar," I mean  
9 that's the part I don't --

10 MR. BUNNELL: NSE, yeah.

11 MR. LOWELL: NSE. I'm sorry. So I  
12 don't -- like if he uses Manatt for something and  
13 at the same time he's using NSE for something, is  
14 it the same thing?

15 Do you know the answer to that?

16 MR. EVANS: Do I know the answer to  
17 that?

18 MR. LOWELL: Do you know the answer  
19 to that?

20 MR. EVANS: I don't recall the --

21 MR. LOWELL: You have to know what  
22 the Manatt thing is.

1 MR. EVANS: Yeah, I just don't recall  
2 that instance happening in specifics. So if you  
3 have a specific, I can answer that.

4 MR. TUOHEY: Can I ask you to ask  
5 this question?

6 Would you ask the witness if he  
7 knows what John Ray did specifically for Rusty.  
8 And I think the answer is he does know.

9 MR. BUNNELL: Okay. I think that's a  
10 good question.

11 Do you know what John Ray did  
12 specifically --

13 MR. EVANS: What John was working on  
14 with Rusty was the EZ legislation -- the federal  
15 legislation for EZ zone.

16 MR. TUOHEY: What does EZ mean?

17 MR. BUNNELL: The empowerment zone?

18 MR. EVANS: Empowerment zone, yes.

19 MR. BUNNELL: All right. And that  
20 was an issue that was going on for a while. It  
21 involved federal --

22 MR. EVANS: Federal, yes.



1 MR. BUNNELL: But there was also a  
2 D.C. aspect of it, I guess. Is that correct?

3 MR. EVANS: Yes.

4 MR. BUNNELL: Okay.

5 MR. EVANS: Well, if it passed on a  
6 federal level, it would apply for D.C., yes. It  
7 wasn't a D.C. issue, it was a federal issue.

8 MR. BUNNELL: Okay. Let me just take  
9 one last shot at this sort of Manatt/NSE duality  
10 here.

11 Can you think of any specific  
12 matter that you worked on for  
13 Forge/Colonial/Lindner, any of those interests,  
14 that was a Manatt project?

15 In other words, where the payment  
16 is going to Manatt, and you're working on it for  
17 Manatt, or whatever -- or is what you were doing  
18 for Forge during this sort of period where you're  
19 at both places, was it all through NSE?

20 Does that make sense?

21 MR. EVANS: To the extent you're  
22 asking the question, it sounds like it was through

1 NSE.

2 MR. BUNNELL: Okay.

3 MR. EVANS: I think, if I understand  
4 your question.

5 MR. BUNNELL: Yeah. I mean I think  
6 that's sort of what you've been saying. I'm just  
7 trying to be clear that to the extent that you were  
8 doing services for Forge.

9 MR. TUOHEY: While at Manatt?

10 MR. BUNNELL: During the period that  
11 you were also at Manatt, you were doing services  
12 through NSE Consulting getting paid through NSE  
13 Consulting --

14 MR. EVANS: Right. Right.

15 MR. BUNNELL: -- you were not doing  
16 services for Manatt -- for Forge as a Manatt client  
17 during that same period of time?

18 MR. EVANS: Right.

19 MR. BUNNELL: Is that --

20 MR. EVANS: I think that's correct.

21 MR. BUNNELL: Okay. You've made some  
22 statements about invoices previously. Did you

1 always use invoices or did you sometimes just get  
2 paid without an invoice for the NSE Consulting  
3 work?

4 MR. EVANS: I think I told you --  
5 we've already covered this, but we'll cover it  
6 again. When I started out, remember, I told you it  
7 was a bit of a trying to figure it out.

8 MR. BUNNELL: Right. Right. At the  
9 beginning, I understand.

10 MR. EVANS: So I don't know that I  
11 used an invoice in the beginning.

12 MR. BUNNELL: But later on you did?

13 MR. EVANS: I think I decided the  
14 invoice was a good idea and then I started sending  
15 invoices out.

16 Now, if you're asking did I miss  
17 the opportunity at some point to send an invoice  
18 and I got a check, that could have happened. I  
19 would hope not, but it might have happened.

20 MR. BUNNELL: So the reason I'm  
21 asking is, with respect to Fisher, which is late in  
22 the --

1 MR. EVANS: Right.

2 MR. BUNNELL: -- this sort of  
3 timeline here, there are two checks but only one  
4 invoice that we have. So I'm just wondering  
5 whether we missed one or whether you got two checks  
6 without an invoice.

7 MR. EVANS: I don't know the answer  
8 to that. I would think that I would have sent an  
9 invoice, but I don't know. There is a possibility  
10 I could have missed one because I was pretty much  
11 doing this by myself.

12 MR. BUNNELL: And that email exchange  
13 they we were looking at that you weren't on --

14 MR. EVANS: Right.

15 MR. BUNNELL: -- there's reference to  
16 you needing to get paid in June, even though, I  
17 think, the -- the end of the year would have been  
18 later on. Was there a need for you to get  
19 compensated earlier than the schedule that you  
20 recall at some point?

21 Did you have some need for cash?

22 MR. EVANS: I think that's right,

1 there might have been --

2 MR. BUNNELL: Do you know what the  
3 driver was there?

4 MR. EVANS: No, I don't.

5 MR. BUNNELL: College tuition?  
6 Anything like that?

7 MR. EVANS: I don't, no.

8 MR. BUNNELL: All right. In  
9 negotiating the NSE service agreement with Forge,  
10 was that primarily between you and Rusty?

11 MR. EVANS: Yes.

12 MR. BUNNELL: Was that one that  
13 William Jarvis assisted with?

14 MR. EVANS: I believe he did.

15 MR. BUNNELL: All right. Do you  
16 recall Rusty having any particular concerns about  
17 provisions of the NSE Consulting agreement?

18 MR. EVANS: No.

19 MR. BUNNELL: Did you ever talk to  
20 Rusty about the conflict of interest provision  
21 specifically?

22 MR. EVANS: I don't have a

1 recollection of doing that. That doesn't mean that  
2 I didn't do that, but I don't recall talking to him  
3 about it specifically.

4 MR. BUNNELL: Do you recall Rusty  
5 being particularly concerned about confidentiality?

6 MR. EVANS: Particularly concerned?

7 MR. BUNNELL: Yes. Specifically  
8 raising that with Jarvis, for instance?

9 MR. EVANS: No, I don't.

10 MR. BUNNELL: No? Sorry.

11 MR. EVANS: No. I don't recall that,  
12 no.

13 MR. BUNNELL: Okay. Are you aware of  
14 any reason why your relationship with Forge -- when  
15 I say "you," I mean NSE's relationship with  
16 Forge -- would be particularly sensitive or need to  
17 be confidential?

18 MR. EVANS: No more than --

19 MR. LOWELL: To Mr. Lindner?

20 MR. BUNNELL: Or just generally.

21 Was there anything going on that --

22 MR. EVANS: No more than --

1 MR. BUNNELL: -- was particularly  
2 sensitive?

3 MR. EVANS: No, no more than anything  
4 else, any of the others. I mean, again, the fact  
5 that we already talked about. I was doing this as  
6 a law firm model, where you have clients, and  
7 clients, it's confidential, you don't disclosure  
8 your clients. And remember we talked about all of  
9 this?

10 MR. BUNNELL: I remember. I was  
11 going to you ask specifically the way that you said  
12 it applied to Mr. Lindner in any sort of extra way?

13 MR. EVANS: No, not in any extra way.  
14 All of my clients, all four of them, or five of  
15 them, whatever it is.

16 MR. BUNNELL: I'm trying for  
17 understand this.

18 MR. EVANS: Okay.

19 MR. BUNNELL: I know you said it  
20 previously. I'm trying to understand why it would  
21 be. You know, an embarrassing or some way -- well,  
22 what is the problem with the world being aware that

1 Forge has retained you as a consultant?

2 Why would that create an issue for  
3 you?

4 MR. EVANS: If I asked you today to  
5 give me a list of O'Melveny clients, you wouldn't  
6 do that. This firm would not release its clients,  
7 right?

8 And so that's the model I grew up  
9 under, firms do not. Why? Because, number one,  
10 the clients don't want the world to know that  
11 they're being represented by a law firm. Number  
12 two, the law firm doesn't want some other firm  
13 poaching their clients.

14 That's my -- what I learned in all  
15 the years that I've been in law firms. So that's  
16 the model, you don't release -- so it's not about  
17 embarrassing, it's about confidentiality. You  
18 don't release the names of your clients.

19 And you know that. I mean, if your  
20 firm doesn't work that way, I'd be shocked.

21 MR. BUNNELL: I don't know, sometimes  
22 a firm puts out press releases about matters



1 they're working on. So it doesn't mean --

2 MR. EVANS: But that's different.  
3 You know that's different.

4 MR. BUNNELL: It depends on the  
5 situation. But from the -- in this context, one  
6 might look at Forge and say -- actually getting  
7 advice from somebody who's really knowledgeable  
8 about the city and the economic environment in the  
9 metro area, that's a good thing. And people who  
10 might want to do business with Forge or invest  
11 money in Forge, would feel reassured that you're a  
12 consultant to them.

13 MR. TUOHEY: I think you two are  
14 talking past each other.

15 MR. BUNNELL: Okay.

16 MR. TUOHEY: I think he's already  
17 told you his reasons.

18 MR. EVANS: I don't know what else to  
19 say.

20 MR. BUNNELL: All right. Well, I  
21 will represent to you there is some email  
22 correspondence that you're not on where Rusty is

1 particularly concerned about confidentiality. And  
2 I don't know if there was some particular  
3 sensitivity at any point that comes to mind?

4 MR. EVANS: No. Not to me anyway.

5 MR. BUNNELL: Okay. Let me just ask  
6 you, with respect to that conflict of interest  
7 provision that William Jarvis drafted that we  
8 talked about the last time, maybe it was the first  
9 time, maybe both, my recollection it was August 25,  
10 2016, there was an email around that time frame.  
11 That's the provision that gets into the service  
12 agreement with Forge, which is Tab 56 here. Down  
13 at the bottom of the first page.

14 MR. EVANS: Correct.

15 MR. BUNNELL: We talked about this  
16 one earlier in connection with the Willco  
17 agreement.

18 This is a slightly different time  
19 frame than Willco, this is October 1, 2016. I  
20 think Willco was December 1, 2016, right?

21 MR. EVANS: Yes.

22 MR. BUNNELL: So this is a little bit

1 earlier in time. Let me just ask you the same  
2 question with respect to this agreement and this  
3 conflict interest provision.

4 Did you have anybody in the general  
5 counsel's office or Vega review this and bless  
6 this or give you any guidance about it in any  
7 way?

8 MR. EVANS: No.

9 MR. BUNNELL: I'm trying to find  
10 questions that I don't need to ask.

11 If you would go to Tab 58. This is  
12 a financial impact statement in reference to a  
13 budget bill that included a subtitle that you see  
14 on the second page, Parking Tax Contingency  
15 Amendment Act of 2015.

16 MR. EVANS: Okay.

17 MR. BUNNELL: And the document is a  
18 memo from Jeffrey Dewitt to the chairman of the  
19 council, Phil Mendelson --

20 MR. EVANS: Yes.

21 MR. BUNNELL: -- June 29, 2015.

22 MR. EVANS: Okay.

1 MR. BUNNELL: Are you familiar with  
2 the Parking Tax Contingency Amendment Act of 2015  
3 and what its purpose was?

4 MR. EVANS: I -- I read it in front  
5 of me now.

6 MR. BUNNELL: Okay.

7 MR. EVANS: Am I familiar with it?  
8 Yes.

9 MR. BUNNELL: Okay. What --

10 MR. EVANS: Because it's in front of  
11 me now. And I certainly knew about it then. So  
12 the answer to your question, I guess, is yes, I'm  
13 familiar with it.

14 MR. BUNNELL: There was a question  
15 about whether tax on grocery receipts from parking  
16 was going to change from 18 to 22 percent. Is  
17 that --

18 MR. EVANS: Yes.

19 MR. BUNNELL: -- one of the issues?

20 MR. EVANS: Yes.

21 MR. BUNNELL: Okay. Is that  
22 something that you were supporting or not?

1 MR. EVANS: Absolutely not.

2 MR. BUNNELL: Okay. What was your  
3 view on it?

4 MR. EVANS: As I said earlier, we've  
5 covered all of this before, I do not support in  
6 raising taxes. It's been my mantra from the  
7 beginning.

8 MR. BUNNELL: Okay.

9 MR. EVANS: Parking tax being one of  
10 those. I didn't support it when it was raised from  
11 whatever it was to whatever it -- when it got to  
12 18.

13 I believe this one was Vincent Gray  
14 was mayor and dropped this on us at the last  
15 moment. And, again, I did not support raising  
16 the parking tax to 22 percent. But I believe it  
17 passed.

18 The parking tax in Maryland is  
19 zero, the parking tax in Virginia is zero. And  
20 we are now 22 percent. So I find that to be not  
21 competitive for the District of Columbia. That's  
22 just my view.

1                   If you look at the record going  
2 back when I became chairman of the finance  
3 committee in 2000, which is 20 years ago now, I  
4 have not supported tax increases; rather, the  
5 opposite. So I have a long-standing history in  
6 this area.

7                   MR. BUNNELL: Okay. So it sounds  
8 like you've been engaged in the issue and have  
9 participated in votes and like that --

10                  MR. EVANS: Yes.

11                  MR. BUNNELL: -- on the issue?

12                         So do you know whether Forge and  
13 Colonial were clients of either Manatt or Patton  
14 Boggs or Squire Patton at any point when this  
15 issue was before the council?

16                  MR. EVANS: Well, I believe -- this  
17 is --

18                  MR. BUNNELL: This is just one moment  
19 in time in a long --

20                  MR. EVANS: June of 2015, the  
21 document you're showing me, I was not at anybody --

22                  MR. BUNNELL: Sure.

1 MR. EVANS: -- nor did I have a firm.

2 MR. BUNNELL: Do you know whether --  
3 in the past you said this issue has been kicking  
4 around for a while.

5 MR. EVANS: Parking taxes have, yes.

6 MR. BUNNELL: Right.

7 Has the parking tax issue come  
8 before the council in the past --

9 MR. EVANS: Oh, God, I don't know  
10 that.

11 MR. BUNNELL: -- during a period of  
12 time that --

13 MR. EVANS: I don't know. Steve, I  
14 just don't know. I'd have to go look, when it was  
15 the parking tax and where was I, at what firm, and  
16 was Rusty there at the time I was there. I don't  
17 know.

18 MR. BUNNELL: Well, you were --

19 MR. LOWELL: Wait. I'm sorry. Maybe  
20 I just misheard.

21 Wasn't the question whether it came  
22 in front of the council?

1 MR. BUNNELL: I did ask it that way.

2 MR. EVANS: Oh, okay.

3 MR. TUOHEY: It didn't matter what  
4 firm.

5 MR. EVANS: Okay.

6 MR. TUOHEY: He was asking did the  
7 parking tax issue come up at the council in those  
8 last 20 years, or whatever you were talking about.  
9 I think.

10 MR. EVANS: It could have.

11 MR. BUNNELL: Okay. And you were  
12 describing how this is an issue that you've cared a  
13 lot about over the years --

14 MR. EVANS: Right.

15 MR. BUNNELL: -- you think it's in a  
16 competitive disadvantage to have a tax in D.C. when  
17 our surrounding jurisdictions don't. And you've  
18 been opposed to it, I assume, from the beginning?

19 MR. EVANS: Yes.

20 MR. BUNNELL: Okay. And so my  
21 question is really focused around the period of  
22 time that Forge was a Patton Boggs client from 2003



1 to sometime in 2014. During that 10 or so year  
2 period, 10 or 11 years, did that issue come  
3 before -- did the parking tax issue come before the  
4 council, either for a vote, for a hearing,  
5 something like that?

6 MR. EVANS: I don't know. I really  
7 don't know. I'd have to go look.

8 MR. BUNNELL: Abbe, have you got a  
9 hard stop?

10 MR. LEVISS: Well, I have a call in  
11 35 minutes.

12 MR. BUNNELL: Okay. Just give me a  
13 sign --

14 MR. LOWELL: I'm going to get up, you  
15 keep going. I'm going to leave when I have to  
16 leave. You know, if you're --

17 MR. BUNNELL: Well, we have some  
18 issues around 1:00, too, so --

19 MR. LOWELL: So let's make 1:00 our  
20 stop --

21 MR. EVANS: Okay.

22 MR. LOWELL: -- if that's okay with

1 you.

2 MR. BUNNELL: Yeah.

3 MR. LOWELL: And then we'll tell you  
4 later about what's going on tomorrow. And whether  
5 it makes sense to do or not do.

6 MR. BUNNELL: Okay.

7 All right. So you ultimately voted  
8 on this legislation as far as you know?

9 Any reason to think you didn't?

10 MR. EVANS: No, I have no reason to  
11 think that I didn't.

12 MR. BUNNELL: Did you recuse from it?

13 MR. EVANS: No.

14 MR. BUNNELL: All right. Go to Tab  
15 59, please. So this is an email chain. At the  
16 bottom of the chain is an exchange between somebody  
17 named Kevin Clinton and Rusty Lindner.

18 MR. EVANS: Yes.

19 MR. BUNNELL: And then get added at  
20 the top when Rusty forwards the chain to you. And  
21 then we're talking about April 21st, 2015, right?

22 MR. EVANS: Yes.

1 MR. BUNNELL: And it's about this  
2 parking tax issue, at least in part, right?

3 If you look at the bottom,  
4 "Preserving the parking rate at 18 percent is  
5 going to be a heavier lift. Evans supports the  
6 lower rate, but there's not as much support from  
7 the rest of the council. Jack Evans is holding a  
8 hearing on Wednesday on these provisions and  
9 other topics," et cetera, right?

10 And then at the top is something  
11 from Lindner to you saying, "Here's what I sent  
12 this morning, 'Play dumb.' Let's see how they  
13 react. Better for you not to contact for the  
14 sake of objectivity."

15 I'm trying to just give a  
16 high-level summary of this, but if you want to  
17 read it more carefully, that's fine.

18 MR. EVANS: Okay. Well, what's your  
19 question?

20 MR. BUNNELL: Let me start with, who  
21 is Kevin Clinton?

22 MR. EVANS: He is the chief operating

1 officer of the Federal City Council, right here at  
2 the bottom.

3 MR. BUNNELL: Okay. And we've talked  
4 a little bit about the Federal City Council before.

5 Is he also somebody who has a  
6 financial interest or is the Federal City Council  
7 more of a community organization?

8 Is it a nonprofit? Is he somebody  
9 who's going to be -- let me ask -- let me back  
10 up.

11 What is your understanding of the  
12 Federal City Council's interest in this issue?

13 MR. EVANS: What's my understanding  
14 under --

15 MR. BUNNELL: In parking tax.

16 MR. EVANS: I don't --

17 MR. BUNNELL: This is not designed to  
18 be a hard question.

19 MR. EVANS: They represent -- a lot  
20 of the members are businesses, I suspect. They are  
21 a physically responsible group who probably doesn't  
22 support raising taxes, I guess.

1 MR. BUNNELL: Were they ever a client  
2 of yours?

3 MR. EVANS: No.

4 MR. BUNNELL: Do they lobby in any  
5 sense on these issues?

6 MR. EVANS: Do they lobby?

7 MR. BUNNELL: Yes.

8 MR. EVANS: You'll have to define  
9 what lobby means. They express their opinion. So  
10 lobby, as we talked about earlier, is a term of  
11 art. So if you mean do they express their opinion,  
12 they do, yes.

13 MR. BUNNELL: If you go to Tab 61.  
14 This is an email exchange between you and -- at  
15 least at the bottom between you and -- between  
16 Lindner and you. It looks like he's sending you  
17 some talking points memo relating to a parking tax.

18 MR. EVANS: Okay. Yes, I see that  
19 attachment. Okay.

20 MR. BUNNELL: It looks like there may  
21 be a disconnect here on the email chain, but -- no,  
22 actually, you forwarded it on to Ruth. I'm sorry,

1 I'm reading it wrong.

2 MR. EVANS: Okay.

3 MR. BUNNELL: So you get the talking  
4 points memo from Rusty on your AOL account, you  
5 sent it to your council account and then you  
6 forward it to Ruth --

7 MR. LOWELL: Hold on a second on  
8 that. He still hasn't -- maybe, although I think  
9 really it is, as he has explained to you, his staff  
10 accesses and works on his council. It is not an  
11 intermediate forwarding, right?

12 It goes from his AOL to his  
13 council, and then later on top it's going to  
14 that, right?

15 So is that the one that you're  
16 talking about, his -- on the very top, the Ruth  
17 to him?

18 MR. BUNNELL: Yeah. And there's a  
19 time gap as well. No, I'm just saying it comes in  
20 initially to the AOL account --

21 MR. LOWELL: Right.

22 MR. BUNNELL: -- and then you forward

1 it to your council account, and then from the  
2 council account you send it to Ruth, not from the  
3 AOL account?

4 MR. LOWELL: Right.

5 MR. EVANS: Right. Correct. Okay.

6 MR. BUNNELL: I mean, was it unusual  
7 for Rusty to be providing you talking points on  
8 something?

9 MR. EVANS: Was it unusual? He's  
10 done it on occasion, yes. Unusual, I just don't  
11 know what that word means, so he does it.

12 MR. BUNNELL: Okay.

13 MR. EVANS: Yeah.

14 MR. BUNNELL: On issues that he cares  
15 about?

16 MR. EVANS: I assume, yeah. Yeah. A  
17 lot of times people send me stuff that I don't  
18 need. I don't need talking points on virtually  
19 anything. But people send stuff to me. Okay.

20 MR. BUNNELL: Okay. And then if  
21 you'd flip to the next tab, 62. Again, this is  
22 between you and Lindner. He referred to you as

1 Jackson. I take it he sometimes calls you that?

2 MR. EVANS: Okay. I've read it.

3 MR. BUNNELL: It looks like he's  
4 attaching a Washington Post article, which we don't  
5 have a link to the Washington Post article.

6 MR. EVANS: Okay.

7 MR. BUNNELL: When you say in your  
8 email, "I don't think so, but if she does, I will  
9 stop it again." What does that mean in terms of  
10 being able to stop it?

11 MR. EVANS: I will try and defeat the  
12 inclusion of the parking tax. I may be a little  
13 overstating it, because I cannot personally stop  
14 anything.

15 MR. BUNNELL: Because you're one  
16 vote?

17 MR. EVANS: Correct.

18 MR. BUNNELL: Did you have any  
19 additional way to -- in your chairman role to  
20 effect the timing or whether it got proposed or  
21 those kinds of things?

22 MR. EVANS: No, I did not.



1 MR. BUNNELL: Let's go to Tab 74,  
2 which is in the supplementals.

3 MR. EVANS: All righty. Are you done  
4 with this thing?

5 MR. BUNNELL: Maybe.

6 MR. EVANS: I'll throw this in the  
7 trash.

8 MR. BUNNELL: No, we may need to come  
9 back to that.

10 MR. LOWELL: What tab in the  
11 supplementals?

12 MR. BUNNELL: 74.

13 MR. EVANS: All right. What is this?

14 MR. LOWELL: UPL.

15 MR. EVANS: Okay.

16 MR. BUNNELL: Universal Paid Leave  
17 Amendment Act of 2016.

18 MR. EVANS: Okay.

19 MR. BUNNELL: Is that sometimes  
20 referred to as "unpaid leave" or is it always  
21 supposed to be "universal paid leave"?

22 MR. EVANS: Universal paid leave.

1 MR. BUNNELL: Universal paid leave.

2 Okay.

3 Now, are you familiar with that --

4 MR. EVANS: Yeah.

5 MR. BUNNELL: -- as a piece

6 legislation?

7 What was the purpose of that piece

8 of legislation?

9 MR. EVANS: Universal paid leave is a

10 very, very controversial concept. The original

11 bill introduced by Elissa Silverman and Grosso.

12 And it ended up passing. Again, it was very

13 controversial because of the way it is funded.

14 The benefits themselves, we all

15 agree on. Who's going to pay for the benefits

16 was always the big issue. And under the Grosso

17 Silverman Bill, who got the money was enormously

18 of concern.

19 I support Universal Paid Leave,

20 always have, the benefits. Just how we finance

21 the benefits, I have a very different view than

22 Silverman and Grosso did. As did many other

1 councilmembers. At one time I had seven  
2 councilmembers who did not support that bill.  
3 And unfortunately one of them flipped on me and  
4 their bill passed.

5 The dynamic is this: Under the  
6 Silverman Grosso Bill, it's funded entirely -- it's  
7 an entirely government-run program. The D.C.  
8 Government is running this program. And the agency  
9 running it, the Department of Employment Service,  
10 is one of our least capable agencies in the  
11 government. And it's financed by a tax on the  
12 business community.

13 There are many other ways -- it's the  
14 only paid leave, not many jurisdictions have it,  
15 and this is the only one that it's done this way.  
16 The bill that Mary Cheh and myself and others  
17 proposed is a different way of funding it. It's  
18 partly government, but partly by -- if you're a law  
19 firm, which I'm sure does have a paid leave  
20 program, it's probably better than the one that the  
21 District is offering. And you can do your own  
22 program. Under their bill, you can't, you have to

1 do our bill.

2 And, secondly, the biggest concern  
3 was the two-thirds of the benefits paid, 200 of the  
4 \$300 million paid by the District of Columbia  
5 taxpayers go to people who live in Maryland and  
6 Virginia. That's the bill that passed.

7 I didn't support that bill, I  
8 supported the one that Mary, myself and several  
9 other councilmembers, introduced. But we were not  
10 successful.

11 MR. BUNNELL: If you go to Tab 76,  
12 this is email traffic between you and Lindner.  
13 Lindner seems to be forwarding to you a fundraising  
14 email for -- an email relating to a fundraiser for  
15 Councilmember David Grosso.

16 MR. EVANS: Correct.

17 MR. BUNNELL: And he's forwarding it  
18 to you saying, "You can't support the author of  
19 UPL. I can't think of a more damaging or clueless  
20 piece of legislation," et cetera.

21 You respond, "Got me. You should  
22 tell them," right?

1 MR. EVANS: Yeah.

2 MR. BUNNELL: It's pretty clear that  
3 Rusty Lindner is not a supporter of the UPL  
4 legislation, right?

5 MR. EVANS: Of the bill --

6 MR. BUNNELL: Of the bill.

7 MR. EVANS: -- of the Silverman  
8 Grosso Bill?

9 MR. BUNNELL: The bill that you just  
10 described.

11 MR. EVANS: As were the entire  
12 business community was not a supporter of that  
13 bill.

14 MR. BUNNELL: Right.

15 MR. EVANS: For most people, not a  
16 supporter of that bill.

17 MR. BUNNELL: So just to  
18 fast-forward, did you -- there was vote on this  
19 bill at some point?

20 MR. EVANS: Yes.

21 MR. BUNNELL: Okay. Do you remember  
22 when that was roughly?

1 MR. EVANS: It seems to be toward the  
2 end of the year. I don't remember when it was.

3 MR. BUNNELL: It was the end of the  
4 calendar year at some time?

5 MR. EVANS: Yeah, it seemed like the  
6 end of it.

7 MR. BUNNELL: Okay.

8 MR. EVANS: I don't even know why I  
9 think that way, but I think it was.

10 MR. BUNNELL: All right. And you  
11 voted on it, correct?

12 MR. EVANS: I voted no, against it,  
13 yes.

14 MR. BUNNELL: Against it. Okay.

15 MR. EVANS: And, again, at the time  
16 when it came before us, we had seven votes to vote  
17 no, and one of my colleague flipped, and then  
18 because she flipped, another of my colleagues  
19 flipped and it was an eight to five -- is that  
20 right, yeah, five -- yeah, eight to five. It  
21 passed.

22 MR. BUNNELL: So this happened during

1 a period of time when Lindner is a paid --  
2 Lindner's paid company is a paid client of NSE  
3 Consulting?

4 MR. EVANS: I don't know. If you  
5 give me the date. You know when he was a paid  
6 client, so whenever this bill -- I don't know when  
7 this bill even passed.

8 MR. BUNNELL: Well, the --

9 MR. EVANS: If the end of the year,  
10 was it the end of '16? '17? '15? I don't know.

11 MR. BUNNELL: Okay. I think it was  
12 the end of '16, but I don't know the exact date  
13 here.

14 MR. EVANS: Okay. Well, Lindner  
15 became a client around October, I think.

16 MR. BUNNELL: Right. Let me just put  
17 it then --

18 MR. EVANS: Did he have any impact on  
19 my decision? Absolutely not. This was a bad bill.

20 MR. BUNNELL: Understood.

21 MR. EVANS: If he was my client, if  
22 he wasn't my client, that had no --

1 MR. BUNNELL: You would have voted  
2 the same way?

3 MR. EVANS: -- way in --

4 MR. BUNNELL: You would have voted  
5 the same way regardless?

6 MR. EVANS: Yes.

7 MR. BUNNELL: Okay. Would it have  
8 mattered to you in terms of whether you had to  
9 recuse or not if he had been a client who, you  
10 know, you knew supported -- or actually opposed  
11 this legislation?

12 Would that have -- if an NSE  
13 Consulting client has a view on whether a  
14 Universal Paid Leave is a good or bad thing, is  
15 that a reason for you to recuse from a vote on  
16 that issue?

17 MR. EVANS: No.

18 MR. BUNNELL: Okay. Just explain to  
19 me your thinking on that.

20 MR. EVANS: My judgment on Universal  
21 Paid Leave is completely divorced from any client,  
22 any anything. It was a bad bill. And as the chair



1 of the finance committee, I was very involved in  
2 the finances of the City, this was not a good  
3 direction to go. And so it had nothing to do with  
4 my clients, whether they supported it or did not  
5 support it.

6 MR. BUNNELL: So it sounds to me like  
7 you're suggesting the conflict's question is going  
8 to depend on whether your mind might have been  
9 changed?

10 MR. EVANS: Steve, I --

11 MR. LOWELL: I'm sorry. Didn't he  
12 already talk about his 20-year history? I mean,  
13 I'm sorry you guys sort of --

14 MR. EVANS: I don't know where you're  
15 going with it. Again, I always feel like you're  
16 trying to catch me somehow, and I don't know -- I  
17 am very clear about this, Universal Paid Leave, bad  
18 bill, I had my alternative. I was against this  
19 bill. It had nothing to do with Rusty, or anybody  
20 else for that matter.

21 MR. LOWELL: He's asking why you  
22 didn't recuse yourself --

1 MR. EVANS: Yeah, I know.

2 MR. LOWELL: -- when somebody that  
3 you are a consultant with is taking the position  
4 consistent with a position that you have.

5 MR. EVANS: Right.

6 MR. LOWELL: So can you answer that  
7 question?

8 MR. EVANS: Why didn't I --

9 MR. LOWELL: Why did you not recuse  
10 yourself --

11 MR. EVANS: I didn't see it --

12 MR. LOWELL: -- for example, on  
13 this --

14 MR. EVANS: I didn't see it as a  
15 conflict of interest, or even a perceived conflict  
16 of interest.

17 MR. BUNNELL: Okay.

18 MR. EVANS: I just didn't.

19 MR. LOWELL: Because why?

20 MR. EVANS: Because that had  
21 nothing -- well, I don't want to say nothing --  
22 because this was something that I -- this was a

1 bill before the council that had everything to do  
2 with the finances of the City, et cetera. I don't  
3 want to say it had nothing to do with any -- with  
4 any other companies, but it did. Everybody was  
5 affected by this, but it just wasn't a conflict in  
6 my mind.

7 MR. BUNNELL: Well, that might be the  
8 answer, is everybody is affected by this --

9 MR. EVANS: Everybody is affected.

10 MR. BUNNELL: -- it's not a  
11 particular matter --

12 MR. EVANS: Right.

13 MR. BUNNELL: -- but it doesn't sound  
14 like you were really thinking of it in those terms.  
15 And it's just that you didn't see it as a conflict  
16 because --

17 MR. EVANS: No, I really did not.

18 MR. BUNNELL: -- it didn't feel like  
19 a conflict to you at the time?

20 MR. EVANS: No.

21 MR. BUNNELL: And I take it, you  
22 didn't consult with anybody about it?

1 MR. EVANS: No.

2 MR. BUNNELL: Didn't recuse? Didn't  
3 get a waiver or anything of that nature?

4 MR. EVANS: No.

5 MR. BUNNELL: Okay.

6 MS. RIMON: I'm trying to understand  
7 what the line might have been. And I understand  
8 that it never happened that you felt that you  
9 needed to recuse yourself. But did you ever  
10 consider what kind of situation might have led you  
11 to recuse yourself in a situation like this?

12 MR. EVANS: You know, you've asked  
13 that a number of times. And here's the answer to  
14 this. And you'll get what I'm going to say.

15 This is Potter Stewart, the chief  
16 judge, you know what I'm talking about? It's,  
17 "I'll know it when I see it." I mean that.  
18 That's one of the most famous quotes in the  
19 Supreme Court of the United States.

20 MR. BUNNELL: It was about obscenity,  
21 right?

22 MR. EVANS: What was it?

1 MR. BUNNELL: It was about obscenity.

2 MR. EVANS: No, it was about  
3 pornography. You know, "Can you define it? No.  
4 But I'll know it when I see it."

5 And I use that because that's the  
6 answer to your question. And his quote, which is  
7 the most famous quote ever in the history of the  
8 Supreme Court, "I'll know it when I see it."

9 And there have been a lot of  
10 articles written why that's not a good standard,  
11 because I think what my view of something may not  
12 be what your view is of something. So maybe  
13 that's not a good standard.

14 But what I'm saying is, that's how  
15 I approached it. So when you ask me to draw  
16 these lines in retrospect, I can't. I just know  
17 that I would know it when I see it. In this  
18 case, no.

19 MR. BUNNELL: Okay. No, that's fair.  
20 And we are looking at it from hindsight. And  
21 you're describing how you experienced it in  
22 realtime.

1 MR. EVANS: Yes.

2 MR. BUNNELL: Okay. The empowerment  
3 zone legislation we mentioned earlier --

4 MR. EVANS: Yes.

5 MR. LEVISS: Let me ask a follow-up  
6 question on that.

7 MR. EVANS: Which one are you talking  
8 about now?

9 MR. LEVISS: On the "I'll know it  
10 when I see it."

11 MR. EVANS: Okay.

12 MR. LEVISS: Was there -- I actually  
13 have a question that stems from your response just  
14 now. Can you think of any instance when one of  
15 your clients, either through NSE, Manatt, or Squire  
16 Patton Boggs, advocated a position on an issue  
17 before the D.C. Council with which you disagreed?

18 MR. EVANS: Yes.

19 MR. LEVISS: Okay.

20 MR. LOWELL: Thank you.

21 MR. LEVISS: What's an example?

22 MR. LOWELL: There's many.

1 MR. EVANS: There's many.

2 MR. LEVISS: Okay.

3 MR. EVANS: One that comes to mind is  
4 Scottish Rites. My law firm, Manatt, represented  
5 the Scottish Rites. They were advocating a  
6 position on a tax break. I did not agree with  
7 them. And I could tell you the conclusion of that  
8 story because maybe you'll drift into that anyway.

9 A bill was introduced. The  
10 chairman assigned it to my committee. And I went  
11 to Phil and I said, "You have to take it out of  
12 my committee because there's a conflict." And he  
13 refused to take it out because it's a hot potato  
14 and he didn't want to deal with it either.

15 MR. BUNNELL: These are the  
16 Freemasons?

17 MR. EVANS: Yeah, yeah, yeah. So I  
18 said, "Put it in McDuffie's committee." He didn't  
19 want to either because it's too hot a potato. So  
20 it sat in my committee, and that's what it is.

21 But that's a great example of me  
22 having a position against -- there's a gas

1 station issue. The law firm [REDACTED]  
[REDACTED] [REDACTED] was always trying to tear down gas  
3 stations and buildings. And I disagreed with  
4 [REDACTED] Mary Cheh and I actually did legislation  
5 that did not allow that to happen. And so it's  
6 another issue where I took a position against one  
7 where my law firm was on the other side of that.

8 MR. LEVISS: Did you conclude in that  
9 instance that there was no conflict of interest to  
10 stay involved in that issue?

11 MR. EVANS: Which one?

12 MR. LEVISS: The example you just  
13 gave?

14 MR. EVANS: The gas --

15 MR. BUNNELL: The gas station one.

16 MR. EVANS: That wasn't a conflict of  
17 interest. I was opposed to it.

18 MR. BUNNELL: Would it have been a  
19 conflict if you had been in favor of it?

20 MR. EVANS: Well, that's a good  
21 question. If I'm doing something that would -- you  
22 know, by the definition of the conflict of



1 interest, it could have been, yeah. And I would  
2 have recused myself then, like I did on the  
3 Scottish Rites, although I wasn't in support of the  
4 Scottish Rites.

5 MR. BUNNELL: What was the --

6 MR. EVANS: Was there one in which  
7 the law firm was doing something that I supported  
8 and I recused myself from? Now, I'm -- there were  
9 in past, tort reform was one. Now we're going way  
10 back. If you remember, I talked about this with --  
11 when I was at BakerHostetler. The contention upon  
12 the Center Hotel, I don't know that you were here  
13 for these discussions, where I recused myself from  
14 that even though we didn't even represent Marriott,  
15 at Patton Boggs. Somebody said we did, though I  
16 recused myself from it because of the perception.

17 So yeah, no, there are a lot of  
18 instances out there over the years that I've --  
19 that I made those decisions. And have asked for  
20 advice from general counsel as well. You have  
21 letters to that effect someplace. Remember that  
22 one we could never figure out what it was that

1 you were asking for.

2 MR. BUNNELL: The Scottish Rites  
3 issue, I missed, what was the matter at that point?

4 Was there some --

5 MR. EVANS: They were applying for a  
6 tax incentive to build an apartment building behind  
7 the Scottish Rites over on 16th Street.

8 MR. BUNNELL: So it was specific to  
9 that building or was it like a general --

10 MR. EVANS: Yeah, no.

11 MR. BUNNELL: -- citywide kind of  
12 issue?

13 MR. EVANS: No, no. That building.

14 MR. BUNNELL: Okay.

15 MS. RIMON: And so I think you  
16 mentioned, if I understood correctly, that you did  
17 recuse yourself from that one because you had --

18 MR. EVANS: No, no. I asked  
19 Mendelson to move it out of my committee because I  
20 believed there was a conflict of interest. And I  
21 would have -- I said I would recuse myself from it.  
22 And he didn't want to move it out of my committee

1 because he didn't want it either, because it was  
2 too politically charged initiative.

3 MS. RIMON: All right. Did it get --  
4 end up getting moved out of your committee?

5 MR. EVANS: No, ma'am. It died.

6 MR. BUNNELL: So you ended up not  
7 having to take any action on it?

8 MR. EVANS: Correct.

9 MS. RIMON: Okay. So there was no  
10 formal recusal?

11 MR. EVANS: No, because we never did  
12 anything.

13 MR. BUNNELL: The EZ legislation --

14 MR. EVANS: Yeah. Where are we?

15 MR. BUNNELL: I don't have a tab for  
16 you at this moment.

17 MR. EVANS: Okay.

18 MR. BUNNELL: We'll get to it in a  
19 second.

20 MR. EVANS: Okay.

21 MR. BUNNELL: I guess we could go to  
22 Tab 79, if we wanted to here. So this is early

1 2016, January 2016.

2 MR. EVANS: Yeah.

3 MR. BUNNELL: And we've talked about  
4 this a bit previously.

5 MR. EVANS: Yeah.

6 MR. BUNNELL: It would be helpful  
7 just to kind of focus in on what I think is  
8 relevant for us.

9 MR. EVANS: Okay.

10 MR. BUNNELL: So Rusty Lindner -- and  
11 this email communication, I think, is a reflection  
12 of this -- he had some interest or cared in some  
13 way about the EZ legislation. Is that fair to say?

14 MR. EVANS: Yes.

15 MR. BUNNELL: Okay. What was your  
16 understanding in terms of his sort of business  
17 perspective on that?

18 MR. EVANS: The EZ is Enterprise  
19 Zoned legislation, and it's a federal legislation.  
20 And it's existence in everywhere in the country but  
21 the District of Columbia. Because when the bill  
22 was passed back in the day, somehow we didn't get

1 it, the District of Columbia.

2 So it provides a -- again, I'm  
3 giving you the layman's view that I can't  
4 remember, but it provides a tax for employees who  
5 are -- they're in the zone. So if you a business  
6 and you have an employee, somehow the federal --  
7 you get a federal tax break for having employees.  
8 I think that's how it works.

9 MR. BUNNELL: Okay.

10 MR. EVANS: It wasn't in the  
11 District. And so how he would benefit, he has  
12 employees for Colonial Park. But he's not the only  
13 one who benefit. Obviously everybody in the city  
14 who has employees would benefit from that type of  
15 legislation.

16 MR. BUNNELL: Right. Okay.

17 MR. EVANS: And it's -- it's to  
18 attract businesses to the city, or to whatever  
19 jurisdiction has it.

20 MR. BUNNELL: And so he hired -- "he"  
21 being Lindner -- and Forge --

22 MR. EVANS: Yes.

1 MR. BUNNELL: -- hired Manatt to help  
2 with that issue?

3 MR. EVANS: Correct.

4 MR. BUNNELL: And that involved John  
5 Ray?

6 MR. EVANS: Yes.

7 MR. BUNNELL: Okay. Tina Ray as  
8 well?

9 MR. EVANS: Yeah, Tina Ray, she works  
10 for John.

11 MR. BUNNELL: Okay. Other people  
12 that you recall?

13 MR. EVANS: No.

14 MR. BUNNELL: Okay. How about you,  
15 did you view that as a party of kind of either your  
16 Manatt work on your NSE Consulting work?

17 MR. EVANS: Not NSE, it was Manatt  
18 work. And John pretty much handled that.

19 MR. BUNNELL: Okay. So the work  
20 involved, at least in part, reaching out to Eleanor  
21 Holmes Norton and talking to people on the Hill.  
22 Is that right?

1 MR. EVANS: Yes.

2 MR. BUNNELL: All right. Did you  
3 personally get involved in any of that?

4 MR. EVANS: No.

5 MR. BUNNELL: Okay. You must know  
6 Eleanor Holmes Norton, though?

7 MR. EVANS: Very well.

8 MR. BUNNELL: Okay. Was there a  
9 reason you didn't help with that effort?

10 MR. EVANS: John was taking care  
11 that. That's the only reason.

12 MR. BUNNELL: Were there aspects of  
13 this issue that were in some ways before the  
14 council as in there was, you know, a proceeding  
15 before the council or a piece of legislation before  
16 the council, something where you would have to  
17 personally be involved in?

18 MR. EVANS: No. It was a completely  
19 federal issue.

20 MR. BUNNELL: Okay. Did you help in  
21 any way with the federal side of it?

22 MR. EVANS: I did not.

1 MR. BUNNELL: Okay. How about the  
2 D.C. Government, was there -- was the mayor's  
3 office involved?

4 MR. EVANS: No, I don't think so.  
5 Not that I'm aware of, let's put it that way.

6 MR. BUNNELL: So Tab 82 --

7 MR. EVANS: Yes.

8 MR. BUNNELL: -- the schedule --

9 MR. EVANS: Yep.

10 MR. BUNNELL: -- it looks like at  
11 least there was a scheduled meeting with Eleanor  
12 Holmes Norton and John Ray in Manatt's office that  
13 you were scheduled to go to?

14 MR. EVANS: Yes.

15 MR. BUNNELL: Okay. So does that  
16 refresh your recollection of whether you actually  
17 worked on this issue?

18 MR. EVANS: I did not attend this  
19 meeting.

20 MR. BUNNELL: You did not attend this  
21 meeting?

22 MR. EVANS: No.



1 MR. BUNNELL: Is there some reason  
2 you're sure you didn't go?

3 MR. EVANS: I think what happened,  
4 just looking at this, I had a conflict, so I  
5 couldn't go. But I did not -- I can just tell you  
6 that I did not attend the meeting.

7 MR. BUNNELL: You know you didn't go?

8 MR. EVANS: I know I did not go,  
9 because I never met with Eleanor. And it says  
10 "Manatt office," it is highly unlikely that that  
11 meeting took place at the Manatt office. I would  
12 imagine that John went up to the Capitol Hill. I  
13 do not think Eleanor would go to Manatt's office.  
14 That would make no sense at all.

15 MR. BUNNELL: Okay. If you'd go back  
16 to Tab 81 --

17 MR. EVANS: Yeah.

18 MR. BUNNELL: -- the February 16,  
19 2016, Forge company letterhead, a letter to John  
20 Ray. "This letter will commemorate our agreement  
21 with respect to the special effort of Manatt Phelps  
22 to reinstitute the D.C. Enterprise Zone consistent

1 with the attached map permitting Colonial Park to  
2 qualify for federal credits up to 33,000 for each  
3 D.C. resident employee working at a location  
4 falling within the EZ."

5 And then the next paragraph  
6 describes a [REDACTED] [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

10 Do you see that?

11 And then it goes on, there's some  
12 more details around the [REDACTED]

13 MR. EVANS: Okay.

14 MR. BUNNELL: Do you recall whether  
15 you, as a result of your employment by Manatt,  
16 benefited from the success fees specifically?

17 MR. EVANS: I did not. I was a  
18 salaried employee.

19 MR. BUNNELL: All right. So at no  
20 point did your compensation turn on whether that  
21 was successful or not?

22 MR. EVANS: No.

1 MR. BUNNELL: Did you get a severance  
2 on the way out the door from Manatt?

3 MR. EVANS: No. You know, I don't  
4 know the answer to that. Maybe like -- what do you  
5 mean?

6 MR. LOWELL: In addition to what was  
7 owed to you on the day that you left. Did they pay  
8 you something as --

9 MR. EVANS: No.

10 MR. LOWELL: -- a severance after you  
11 left?

12 MR. EVANS: No, I don't think so is  
13 the answer.

14 MR. BUNNELL: Okay. And --

15 MR. EVANS: I don't recall that.

16 MR. BUNNELL: The reason that I'm  
17 asking is in part based on what's in your tax  
18 returns and in part based on what we've seen from  
19 Manatt.

20 MR. EVANS: Okay.

21 MR. BUNNELL: So I'm happy -- I'm not  
22 playing gotcha with it. There was some additional

1 money.

2 MR. EVANS: Okay.

3 MR. BUNNELL: We can get into the  
4 exact number. I don't think the exact number  
5 matters.

6 MR. TUOHEY: I think it was a \$30,000  
7 severance payment.

8 MR. EVANS: Oh, was it? Okay. That  
9 could have been.

10 MR. BUNNELL: Okay.

11 MR. EVANS: Maybe half a month  
12 because they were paying me -- oh, half a year,  
13 that would be it, yeah. Because they were paying  
14 me 60,000 a year.

15 MR. BUNNELL: Right. It was above  
16 and beyond the normal 5,000 a month.

17 MR. EVANS: Okay.

18 MR. BUNNELL: At least certainly it  
19 appears to be. And the question is whether that  
20 had anything to do with any business --

21 MR. EVANS: No.

22 MR. BUNNELL: -- that you originated

1 or --

2 MR. EVANS: No.

3 MR. BUNNELL: -- or any success

4 fees --

5 MR. EVANS: No.

6 MR. BUNNELL: -- or anything?

7 MR. EVANS: No.

8 MR. BUNNELL: Is that something you

9 feel you would need to confirm or are you just --

10 MR. EVANS: No. I know that's --

11 MR. LOWELL: Which part, I'm sorry,  
12 that it was the severance at all or whether it had  
13 anything to do with the success fee, or both?

14 MR. BUNNELL: Well, I'm not concerned  
15 about --

16 MR. LOWELL: I mean, Mark has just  
17 said he believes that there's a \$30,000 payment,  
18 which is a severance, so that, Jack didn't  
19 remember. And then I just want to make sure that  
20 your question is, do you want to confirm whether  
21 you got a \$30,000 severance or whether that \$30,000  
22 severance had anything to do with the success fee,

1 or both.

2 MR. BUNNELL: I'm pretty confident  
3 that you got something, I'm just asking you whether  
4 you have any recollection of the money you got as  
5 you were leaving Manatt being linked in any way to  
6 the success of the EZ empowerment issue?

7 MR. EVANS: Oh, no, absolutely not.

8 MR. BUNNELL: Okay.

9 MR. EVANS: I think it was more like,  
10 I'm leaving, there was a negotiation with the head  
11 of the firm. You know, that sort of thing.

12 MR. TUOHEY: Steve, I think your  
13 question may assume a fact that's not accurate.  
14 I'm not sure there was any payment, because the  
15 empowerment zone was never funded. I don't think  
16 Manatt got a nickel from -- as a matter of fact, I  
17 don't think there's any money paid to --

18 MR. BUNNELL: Well, that's a  
19 different issue, but --

20 MR. EVANS: It did not get done.

21 MR. BUNNELL: Okay.

22 All right. I see it's almost

1 1:00 --

2 MR. EVANS: Are we almost done with  
3 Colonial?

4 MR. LOWELL: Well, I know we're  
5 almost to 1:00. So we'll call you later as to the  
6 schedule and maybe it does make sense --

7 MR. BUNNELL: We're almost done with  
8 Colonial, but --

9 MR. LOWELL: Maybe it makes sense to  
10 do tomorrow and we'll see?

11 MR. BUNNELL: Yeah.

12 MR. LOWELL: We'll call you later.

13 MR. BUNNELL: We will try to make  
14 tomorrow work.

15 MR. LOWELL: Okay.

16 MR. BUNNELL: Why don't we pencil in  
17 2:00 and confirm.

18 MR. TUOHEY: Or 2:00-ish.

19 MR. LOWELL: Okay. Fine.

20 MR. BUNNELL: It really depends on  
21 your schedule.

22 MR. LOWELL: Okay. Let me know.

1                   MR. EVANS: Can you give us an idea  
2 about what else we have to cover? That's where --  
3 you said Colonial. What have we done. We've done  
4 Fisher, we've --

5                   MR. BUNNELL: We've got East Bank,  
6 we've got Eagle --

7                   MR. EVANS: And that's it?

8                   MR. BUNNELL: -- and we've got a few  
9 odds and ends at the end.

10                  MR. EVANS: Odds and ends are like  
11 what? Just so I'm -- help me along here.

12                  MR. BUNNELL: Odds and ends in terms  
13 of some of the -- some financial questions, just  
14 certain -- I don't know if you brought the bank  
15 records.

16                  MR. TUOHEY: Expenses on his tax  
17 return you mean? You mentioned that.

18                  MR. BUNNELL: The odds and ends  
19 shouldn't take too long. I think we have to cover  
20 a little bit of the ethics training issues, which I  
21 think we would need to check that box on.

22                  MR. TUOHEY: Okay.



1 MR. BUNNELL: But I think we're  
2 fairly close to being done with what we have right  
3 now --

4 MR. EVANS: Okay.

5 MR. BUNNELL: -- but there's  
6 additional stuff that we may have later.

7 MR. TUOHEY: We understand there may  
8 be some additional stuff when you talk to other  
9 people.

10 MR. BUNNELL: I think it would be  
11 productive tomorrow, and in a couple of hours we  
12 could probably wrap up everything we've got --

13 MR. TUOHEY: Okay.

14 MR. EVANS: -- maybe less than that.

15 MR. TUOHEY: All right. Good. Fair.

16 MR. BUNNELL: All right. So we're  
17 done.

18 (Whereupon, at 1:00 p.m., the interview  
19 of Jack Evans was concluded for the day.)  
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CERTIFICATE OF NOTARY PUBLIC

I, FELICIA A. NEWLAND, CSR, the officer before whom the foregoing interview was taken; that the testimony of said witness was taken by me in stenotypy and thereafter reduced to typewriting under my direction; that said interview is a true record of the testimony given by said witness; that I am neither counsel for, related to, nor employed by and of the parties to the action in which this interview was taken; and, further, that I am not a relative or employee of any counsel or attorney employed by the parties hereto, nor financially or otherwise interested in the outcome of this action.



FELICIA A. NEWLAND, CSR