

# **Exhibit 101**

-- CONFIDENTIAL MEETING --

SPECIAL COUNSEL TO THE D.C. CITY COUNCIL

- RUSTY LINDNER -

Washington, D.C.

Tuesday, October 1, 2019

1 APPEARANCES:

2 On behalf of O'Melveny & Myers, LLP:

3 STEVE BUNNELL, ESQUIRE

4 DAVE FITZGERALD, ESQUIRE

5 MAGGIE ABERNETHY, ESQUIRE

6 1625 I Street, NW

7 Washington, D.C. 20006-4061

8 202.383.5399

9 sbunnell@omm.com

10 mabernethy@omm.com

11

12 On behalf of Akin Gump Strauss Hauer & Feld, LLP:

13 PAUL W. BUTLER, ESQUIRE

14 CHARLES F. CONNOLLY, ESQUIRE

15 ABIGAIL KOHLMAN, ESQUIRE

16 2001 K Street, NW

17 Washington, D.C. 20006-1037

18 202.887.4000

19 cconnolly@akingump.com

20 pbutler@akingump.com

21 akohlman@akingump.com

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

2 MR. BUNNELL: Okay. I'll just put on the  
3 record who we are on this side of the table, and  
4 have you guys do the same.

5 We're also tape recording this. And we  
6 have coffee.

7 So I'm Steve Bunnell with O'Melveny &  
8 Myers. We str here in our capacity as Special  
9 Counsel to the D.C. City Council, conducting an  
10 investigation of facts related to ethics  
11 allegations involving Council Member Jack Evans.

12 Dave.

13 MR. FITZGERALD: Yeah, Dave Fitzgerald  
14 with O'Melveny & Myers.

15 MS. ABERNETHY: Maggie Abernethy with  
16 O'Melveny & Myers.

17 MR. LINDNER: I'm Rusty Lindner.

18 MR. BUTLER: Paul Butler from Akin Gump.  
19 And we're counsel to The Forge Company, Colonial  
20 Parking, and Mr. Lindner.

21 MR. CONNOLLY: Chuck Connolly with Akin  
22 Gump.

1 MS. KOHLMAN: And Abby Kohlman with Akin  
2 Gump.

3 BY MR. BUNNELL:

4 Q All right. Thank you, Mr. Lindner --

5 A Of course.

6 Q -- for joining us today. Appreciate your  
7 cooperation in this --

8 A Sure.

9 Q -- this project that we're doing. Let me  
10 just get a little bit of background about you,  
11 personally.

12 Are you from the D.C. area originally?

13 A Born down the street, in [REDACTED]. I moved  
14 out of the city at the age of [REDACTED], when I moved out  
15 to [REDACTED], and then moved back  
16 downtown -- I moved back downtown in the late --  
17 for my last year of law school in '79, and then  
18 lived in the city ever since. But -- so but for  
19 school, always here in D.C.

20 Q Okay.

21 A The D.C. area.

22 Q Where did you go to law school?

1           A       George Washington University.

2           Q       Did you practice law at any point?

3           A       Member of the bar, but didn't practice.

4           Q       Just did it for fun?

5           A       Trying to buy time to figure out what to  
6 do with my life.

7           Q       That's a good segue to coffee. Would you  
8 like anything?

9           A       No, thank you very much. I have some  
10 water. Appreciate it.

11          Q       So since law school and the bar, please  
12 give me a kind of high level thumbnail of what you  
13 have done professionally.

14          A       Professionally?

15          Q       Yeah.

16          A       Following graduation from GW, I went to  
17 work. Spent a year -- over a year at a mortgage  
18 banking firm called Frank S. Phillips, always with  
19 an eye to coming back into the family business, to  
20 really focus more on the real estate portfolio than  
21 the other businesses.

22                   Then in 1985, went up to a graduate

1 program at MIT on real estate development and urban  
2 planning. I got my master's there in '86, came  
3 back to Washington. And I've been engaged here  
4 pretty much ever since, first more in the real  
5 estate area and then it morphed in -- it evolved  
6 into more involvement in the ongoing businesses, in  
7 the early to mid '90s.

8 Q So this is the -- what you described as  
9 the family business?

10 A Family -- at that time -- it is now the  
11 family business. At that time, actually, the  
12 businesses and the investments were jointly held  
13 between two families, the Lindner family and the  
14 Gamble family. My dad and late godfather had been  
15 fraternity brothers at GW. The university provided  
16 them an opportunity to go into business, a little  
17 business, and so they -- ultimately, that's what  
18 they named the parking company, George Washington  
19 University Colonial. It was Colonial Parking. It  
20 was named after the university.

21 Q Okay. So how long has that business been  
22 in existence?

1           A       Colonial was incorporated -- they started  
2       their business -- I think it was a joint venture or  
3       whatever it was -- probably in '52. Colonial was  
4       incorporated in '54, [REDACTED].

5           Q       Okay. And what's the ownership structure  
6       today of Forge and Colonial?

7           A       Colonial is a wholly owned subsidiary of  
8       Forge. Forge is owned in its entirety by the  
9       Lindner family, having bought out the Gamble family  
10      in late 2012. And so the -- it's currently owned  
11      by a collection of second generation -- including  
12      myself -- and some third generation of family  
13      members.

14          Q       Do you have outside shareholders?

15          A       Do not.

16          Q       Okay. Other than the parking part of the  
17      business --

18          A       Yes.

19          Q       -- which everybody who lives in D.C. is  
20      familiar with --

21          A       Right.

22          Q       -- what are the other sort of real estate



1 sort of aspects of it?

2 A Not so many now. Most of the real estate  
3 has actually been sold over the last 10 or 15  
4 years. The principal other business inside of  
5 Forge, and also a wholly owned subsidiary, was  
6 Washington -- is Washington Boat Lines, Inc.

7 Washington Boat Lines was formed in the  
8 late '70s to buy and own principally the non-boat  
9 assets out of bankruptcy for the old Wilson Line.  
10 Wilson Line used to pier down at the end of what's  
11 now the wharf, and next to the police and fire  
12 station. And it -- Wilson Lines had a long-term  
13 lease with the city for the pier and surrounding  
14 property. So Washington Boat Lines was created to  
15 not only hold the land and pier but also operate  
16 the boat business.

17 Q So those are boat tours and --

18 A Exactly. And we -- and Washington Boat  
19 Lines was created for that purpose, both to own the  
20 real estate with a -- an eye towards perhaps at  
21 some point there being development down there.

22 Q I see.

1           A       But also to go into the business as a  
2 holding vehicle. And so Washington Boat Lines  
3 actively operated a boat business until '86 or so.  
4 And then a company out of Norfolk, I believe,  
5 called Spirit Cruises -- which is actually now  
6 around the country -- came up. And we entered into  
7 a lease agreement -- a sublease agreement with them  
8 for many years.

9                       So Washington Boat Lines basically became  
10 a passive owner of the -- of the real estate, if  
11 you will, the operating business rung by Spirit.

12           Q       So they operate on the Potomac and the  
13 Anacostia or --

14           A       Exactly. They -- Anacostia would have  
15 been increased -- I don't know what they're doing  
16 now, because after we moved out of it, actually  
17 Spirit Cruises, we entered to -- into an agreement  
18 with the developer of the wharf project to sell the  
19 property to them. That agreement was executed in  
20 2008 or '9. And they ultimately closed in 2014.

21                       So Washington Boat Lines now is an  
22 entirely passive entity, still extant, but I mean

1 still entirely passive.

2 Q What is the sort of nature of your  
3 ownership or your interest in it today?

4 A Basically, it's the cash that was -- the  
5 cash that was -- that at settlement -- a note  
6 that's being paid out over time, according to  
7 various contingencies and -- and thresholds and a  
8 long-term parking management agreement for Colonial  
9 Parking for the -- for the wharf project.

10 Q The Boat Lines -- or the Boat Line -- the  
11 Boat Line, is that regulated in any way by the  
12 District of Columbia, or who is in charge of that?  
13 Is it the Coast Guard?

14 A Oh, well, I don't know. I -- it -- there  
15 was -- when we were operating it -- I mean first of  
16 all, not so much regulated, I guess subject to  
17 any -- any business being subject to regulation.  
18 But we were a -- we were a lessee from the city, or  
19 one of its agencies, until we sold the property.  
20 So in that sense, it was subject to an agreement.

21 But I mean the -- but when I -- going  
22 back through the years, I don't -- I'm sure that --

1 I'm certain the Coast Guard was involved in the --  
2 in the oversight of the Boat Lines' operations. I  
3 wasn't -- I wasn't directly involved in the  
4 operations.

5 Q And so with respect to the parking  
6 business --

7 A Yeah.

8 Q -- do you own those parking facilities,  
9 or you lease them from a landlord, I assume, or --

10 A Correct. We -- Colonial Parking doesn't  
11 own any real estate. I mean -- yeah, any real  
12 estate. The -- the agreements that Colonial  
13 Parking enters into basically fall into one of two  
14 categories. One is a -- is called -- is a lease  
15 agreement, subject to various idiosyncrasies  
16 sometimes, and then another is a management  
17 contract.

18 The principal difference being that as a  
19 the tenant under a lease, one typically has the  
20 rights of a tenant and has more -- the lessee has  
21 more control over whom they employ, who they put on  
22 the site, how long the term is, et cetera, et

1 cetera, as long as they're paying their -- honoring  
2 their obligations.

3 A management contract, which is becoming  
4 increasingly popular in Washington over the last 25  
5 years, is inherently a 30-day -- well, it is an  
6 agreement where the landlord has greater control  
7 over the parking operation.

8 We work as -- Colonial works as an agent  
9 on behalf of the landlord. The landlord has the  
10 ability to tell us whom to hire, whom to fire, what  
11 color uniforms to wear. So there's a greater level  
12 of control by landlords. And -- and that's in  
13 our -- in Colonial's current portfolio. Probably  
14 upwards of 80 -- 75, 80 percent of the portfolio is  
15 now in the form of management contracts.

16 Q Do you have any management contracts with  
17 the D.C. Government?

18 A Do not.

19 Q What about the Federal Government?

20 A Do not.

21 Q Any of the surrounding governmental  
22 agencies or entities?

1           A       Do not. I don't -- we may -- they may  
2       operate -- I -- I don't know. Kind of reflects my  
3       level of my engagement. Not a good reflection,  
4       necessarily, but I mean they might -- they might --  
5       they might operate a garage for the city of  
6       Rockville. But I don't really know who the  
7       landlord is.

8           Q       How about any other kind of business  
9       relationship with the city, either as a tenant or a  
10      contract of some sort?

11          A       No.

12          Q       And has that been true historically or  
13      just --

14          A       Other than the Washington Boat Lines, I  
15      guess when we were in --

16          Q       Yeah.

17          A       -- a contract with their -- one of their  
18      agencies, that's -- that has been the case, yeah.

19          Q       And with respect to the parking business,  
20      is there a part of the D.C. Government that is sort  
21      of particularly focused on parking garage issues  
22      or --

1           A       Well, I'd say the -- the -- HR -- we have  
2       a fairly robust HR department.  And there's --  
3       there's -- and significant regulatory implications  
4       associated with it.  I mean we have a thousand  
5       employees.  And so all those things associated with  
6       employment law, and elevator maintenance, records,  
7       things of that --

8           Q       So it's --

9           A       -- so the city --

10          Q       -- the standard --

11          A       -- is involved --

12          Q       -- business --

13          A       -- I -- yes, that's --

14          Q       -- issues --

15          A       -- right, yeah.

16          Q       I'll try to --

17          A       I -- I would characterize it as standard  
18       business for a service company, standard  
19       governmental oversight, and regulatory --

20          Q       Okay.

21          A       -- law.

22          Q       So just in terms of The Forge/Colonial

1 relationship -- I just want to make sure I got this  
2 correct -- The Forge is the holding company --

3 A That's --

4 Q -- and Colonial is one of --

5 A One of now two live subsidiaries --

6 Q -- subsidiaries?

7 A -- holding companies, yeah.

8 Q What's the other subsidiary?

9 A Well, no, it's Colonial, and then the  
10 Washington Boat Lines. It's still --

11 Q Oh, I see.

12 A -- it's still --

13 Q And then --

14 A -- in existence. That's right. But it's  
15 really --

16 Q And then collectively owned by --

17 A That's right.

18 Q -- The Forge, who has --

19 A Colonial is --

20 Q -- the rights --

21 A -- the only active operating business, if  
22 you will.



1 Q Got it. Yeah. Right.

2 But Boat Lines has other owners outside  
3 of the Lindner family?

4 A Boat Lines is 100 percent owned by Forge.

5 Q By Forge?

6 A Yes, as a -- as a held company. So they  
7 are both 100 percent Forge-owned.

8 Q But it's managed by some other entity?

9 A It's really -- it's not managed -- it's  
10 managed by The Forge Company, because right now the  
11 management is basically managing the assets that  
12 came out of the sale, but for -- but for the  
13 Colonial Parking agreement, so -- which is one of  
14 the three tranches of value that came out of the --  
15 the sale to P.N. Hoffman in '14.

16 Q Does The Forge or Colonial own any real  
17 estate at this point?

18 A Does not. Does Forge own any real --  
19 Forge has two small -- I'm not even sure that they  
20 have two, maybe one -- one or two small limited  
21 partnership interests in real estate.

22 Q Okay.

1           A       Minor limited partner interest.

2           Q       Let's talk about Jack Evans.

3           A       Sure.

4           Q       The reason we're all here.

5                    If could you just give us kind of an  
6       overview of your relationship with Mr. Evans.

7                    You've known him for sometime, I take it?

8           A       Yeah, I've known him since -- I want to  
9       say '90, maybe it was '91. I was introduced to  
10       him -- not under duress. Take that -- I didn't say  
11       that. I was introduced to him by a friend, who  
12       asked if I would -- who -- Jack was running for --  
13       in a special election to run for council -- Ward 2  
14       council member, taking the seat of John Wilson,  
15       who -- John -- the late John Wilson, who had moved  
16       into the chairmanship of D.C. City Council, who had  
17       been the long-time Ward 2 council member.

18                   This mutual friend of -- a mutual friend  
19       of ours was hosting a fundraiser for Jack -- who I  
20       had not met, and I really don't know that I even  
21       knew about it him, maybe I -- I don't know -- at  
22       her home, and encouraged me to come and meet him.

1 And I did. And I was one of about two people,  
2 other than the host and the -- and Jack in the  
3 room.

4 But it -- but out of it, I -- I guess  
5 maybe that was the good news, because it gave me a  
6 good opportunity to spend time getting to know that  
7 I liked him and I supported him. And he would --  
8 occasionally has -- has been known to occasionally  
9 say I was his alpha supporter, because I was the  
10 only guy who showed up at his -- at his first  
11 fundraiser, so --

12 So it's -- it's in ninety -- and -- and  
13 that's when I first met him. Jack was -- so we  
14 were -- I mean we were neighbors, are neighbors.  
15 Didn't have a lot of interaction with him until  
16 let's say later in the '90s, when he -- he's a  
17 fellow parishioner at [REDACTED].  
18 And he and -- he and his late wife, Noel, had  
19 triplets just a few months in -- ahead of my -- us  
20 having our fourth child, our son.

21 And so through that, wives, kids, church,  
22 stuff, we -- we had -- the intersections became

1 greater.

2 Q So it was more than the political sort of  
3 relationship --

4 A Oh, yeah --

5 Q -- you had with --

6 A -- it really started -- the political --  
7 I mean it --

8 Q You were --

9 A -- sure, there was always --

10 Q -- you were not --

11 A -- a little --

12 Q -- only a political supporter, but a --

13 A Yeah. Right. That's right.

14 Q And I assume that continues to today?

15 A Very much so. Well, not so much the last  
16 nine months. There's still the friendship, but not  
17 a lot of getting together.

18 Q Have you spoken to him recently about the  
19 reason we're here today?

20 A I -- I -- I ran, literally -- he -- we  
21 ran into each other literally once, in April. I  
22 was coming home late from work. He was running --

1 going out for one of his jogs. He jogs every day,  
2 I think. And he ran into me. And we -- I had a  
3 one-minute exchange with him, apologizing and me  
4 saying, Hang in there, stuff like that. But other  
5 than that, no. April, yeah.

6 MR. BUNNELL: All right. We have copies  
7 of -- I guess several copies of these. I think  
8 these are mostly documents that you gave us, so --  
9 BY MR. BUNNELL:

10 Q I know your lawyers have committed them  
11 to memory, so --

12 A That's good, because they're --

13 Q And I'm not going to -- I'll give you  
14 whatever time you need to look at them, but I'm  
15 going to try to move through the book relatively  
16 quickly so that we don't spend the entire day here.

17 So I want to ask some questions about  
18 sort of the law firm engagements that --

19 A Sure.

20 Q -- well, would it be more accurate to say  
21 Forge, or Colonial, hired?

22 A Forge.

1 Q Forge?

2 A Yes.

3 Q So Forge is the -- were for Patton Boggs,  
4 for Manatt, and --

5 A Correct.

6 Q -- for NSC --

7 A That's right.

8 Q -- Consulting?

9 Forge is the entity that you think of as  
10 the client in those relationships?

11 A That would be right, yeah.

12 Q Okay. All right. So I want to talk  
13 about Forge's sort of history of retaining law  
14 firms.

15 A Sure.

16 Q So tab 1 in your book is an engagement  
17 letter with Patton Boggs, dated February 5, 2003?

18 A Uh-huh.

19 Q And it's between you and -- you as -- on  
20 behalf of The Forge Company, and Jack Evans on  
21 behalf of Patton Boggs.

22 Do you see that?

1           A     Yes, sir.

2           Q     Okay.  So 2003, did you have another law  
3 firm that you were using prior to this?

4                     What was the -- or put differently --

5           A     Well --

6           Q     -- what happened to --

7           A     Yeah --

8           Q     -- cause you to retain --

9           A     -- this -- this --

10          Q     -- Patton Boggs at this time?

11          A     Sure.  Right.  Okay.  Got it.  This  
12 evolved, my recollection -- and I'm sorry, I mean  
13 it's some time ago.  But I'm pretty sure it evolved  
14 with Jack -- after Jack told me that he had signed  
15 on with Patton Boggs --

16          Q     Okay.

17          A     -- and -- and was looking to obtain  
18 clients, and -- and asked whether I would be  
19 interested and willing to engage with the firm.  
20 And out of that conversation I said yeah, sure.

21          Q     We're going to relax.  Metropolitan club  
22 rules (taking suit jacket off).

1 I don't want anybody to say I was trying  
2 to sweat anybody out here.

3 A So --

4 Q And you got --

5 A -- so that's how --

6 Q Yeah.

7 A -- I mean he -- he approached me. And I  
8 said sure --

9 Q Okay.

10 A -- let's do that. And so -- and that  
11 was --

12 Q But had you retained Jack Evans in -- in  
13 a prior --

14 A Had not.

15 Q -- through a prior law firm?

16 A Had not. No.

17 Q The services that you were anticipating  
18 back in 2003 --

19 A Right.

20 Q -- this appears to be in connection with  
21 certain legal matters: Our fee will be structured  
22 as a flat retainer of [REDACTED] per month.



1           What were you -- what did you understand  
2           you were purchasing at this point?

3           A       Well, my understanding of -- again, my  
4           recollection and -- and what I was purchasing was  
5           the ability and the -- the greater license for me  
6           to -- to take Jack's time and to have -- use him as  
7           a soundingboard. My -- my -- my principal  
8           responsibilities of the company and all the -- are  
9           and have been, one, client relations, I would say;  
10          but, two, the kind of strategic -- assessing the  
11          strategic -- strategic landscape.

12                I'm not the guy who negotiates parking  
13          leases or parking management agreements and stuff  
14          like that. And so having -- and -- and prior to  
15          that time, about that time, when my dad was cycling  
16          out of the business. My dad and I shared an office  
17          physically for 14 years. No, 24 years. Most of 24  
18          years. We were separated a little bit for a while.  
19          And dad was my soundingboard. And it was great.

20          Q       Let me just interrupt.

21                What was your father's name?

22          A       Fortunately, he still is. Tad, Thaddeus,

1 Lindner.

2 Q Tad.

3 A Tad Lindner, yeah.

4 Q Sorry.

5 A He's [REDACTED].

6 Q Past tense.

7 A Yeah, no, no. Quite all right. Quite  
8 all right. [REDACTED]

9 So this struck me as a good opportunity  
10 for me to have someone, particularly since I was  
11 more focused on broader D.C. affairs. I was active  
12 with the -- beginning to get quite active with the  
13 Federal City Council, as well in a leadership role.  
14 And to have someone who could help me kind of sort  
15 out where the city was, on a fairly casual basis,  
16 an irregular basis, was of first interest, and --  
17 and ultimately proved of great value to me, yeah.

18 Q Okay. Did you hire any other strategic  
19 consultants other than Jack Evans?

20 A No. Well --

21 Q At any point.

22 A At any point? Yes. Later on I did. But

1 yes.

2 Q Okay.

3 A I mean I didn't hire business consultants  
4 or coaches or things -- psychiatrists or things  
5 like that, I guess.

6 Q No, I guess -- yeah, I didn't mean to  
7 cast it that broadly.

8 A Yeah.

9 Q But in terms of the -- I forget the exact  
10 phrasing you used, but, you know, kind of somebody  
11 who can give you a read on the business landscape.

12 A Yeah.

13 Q To the extent that that's what Mr. Evans  
14 was being hired by you to provide --

15 A Yeah.

16 Q -- had you previously had somebody --

17 A No, I --

18 Q -- providing that --

19 A -- I -- I --

20 Q -- kind of strategic advice?

21 A -- I had not.

22 Q Okay.

1           A       And have not, in that -- in that -- in  
2       that capacity or realm. I mean that's really kind  
3       of been unique to -- of unique value to be coming  
4       from Jack, or had been until earlier this year.

5           Q       And was that because you had this close,  
6       personal relationship with Jack, that you sort of  
7       decided you wanted to --

8           A       Well, I think it --

9           Q       -- retain --

10          A       -- I think --

11          Q       -- him --

12          A       -- I think it probably --

13          Q       -- personally?

14          A       -- evolved out of that. Because I -- I  
15       thought he -- I found him to be thoughtful and --  
16       and multifaceted in his perspective. I mean he  
17       saw -- by virtue of his -- his various engagements  
18       and duties, he knew a lot of people. He knew a lot  
19       of different things in the region. He was very  
20       active in talking with folks.

21                   And so he kind of -- in one person, he  
22       was someone who had a lot of the -- a lot of

1 foundation. And -- and that was helpful for me,  
2 and would prove to be helpful to me. And I thought  
3 he was kind of uniquely -- uniquely equipped to  
4 deal with that.

5 Q And the fact that he was a sitting D.C.  
6 council member at this time and --

7 A Right.

8 Q -- and I guess throughout the period that  
9 you were retaining him --

10 A Yeah.

11 Q -- was that a -- a positive, from your  
12 perspective?

13 A It was a positive only -- not that he was  
14 sitting, per se, but by virtue of his -- his world,  
15 he saw things that -- he would engage with  
16 different organizations, different ANCs in the  
17 evening, different landlords, dynamics, different  
18 jurisdictions, and -- by virtue of that position.

19 And so out of that -- it wasn't that he  
20 had the ability to get things done on the council.  
21 It was just by virtue of the various roles that he  
22 played. I mean and also in the -- in the broader

1 community, I knew he was very active in even the  
2 Georgetown area, but -- and Shaw and -- and Logan  
3 Circle, and areas with --

4 Q Just sort of a general deep knowledge of  
5 what's going on in D.C. --

6 A Yeah.

7 Q -- kind of thing?

8 A Yeah.

9 Q All right.

10 A Yeah.

11 Q [REDACTED] a month, even in 2003, is actually  
12 not a lot of money for a big law firm.

13 A Yeah.

14 Q You're probably paying a little more than  
15 that today.

16 MR. BUNNELL: No comment is necessary.

17 BY MR. BUNNELL:

18 Q But what did you get for the [REDACTED] a  
19 month over the years?

20 I mean how would you characterize the  
21 actual services that you received?

22 A It was -- it was -- what I got was,

1 again, the knowledge that I just hoped to get. But  
2 it was with -- I felt that I -- I had the liberty  
3 of asking him to join me for -- for -- for drinks  
4 or lunch or something, without feeling I was  
5 imposing on a friendship.

6 Jack is -- Jack remains a friend. He was  
7 never one of my best friends, but he was someone --  
8 I just didn't want to abuse the friendship by  
9 saying --

10 Q Uh-huh.

11 A -- listen, I don't like to bleed people  
12 for information, so we would gather -- get  
13 together, no agendas, quite a bit, so I was more  
14 than -- so if he would suggest, we'd sit for drinks  
15 and things like that, and -- but there were good  
16 opportunities for me to learn.

17 Q Did you have any kind of regular rhythm  
18 with him, in terms of --

19 A Yeah, monthly or something like that at  
20 breakfast. Really didn't -- I -- it -- needless to  
21 say, over the last nine months, I've thought about  
22 that. Over the -- I would -- our -- our pattern

1 would typically be meeting for 5:00 o'clock drinks  
2 some place. I -- for most of this period, I had  
3 kids at home in school, so I didn't want to make a  
4 late night of it. And he did, too.

5 Q Uh-huh.

6 A And, of course, he -- he lost Noel later  
7 this year, in 2003 or '4, yeah. So he had three  
8 kids at home, so it wasn't a late night and raise  
9 hell, sort of thing. And that was kind of the --  
10 the principal way in which we would get together,  
11 download, and knock things around.

12 Q Okay. Are there any -- and this is --  
13 I'm talking about the Patton Boggs period, which is  
14 a long period of time, because --

15 A Yeah.

16 Q -- it goes from 2003 to twenty -- the  
17 beginning of 2015.

18 Are there any specific projects where  
19 either he -- he kind of provided more than just,  
20 you know, kind of sitting around and --

21 A Advisory, sort of?

22 Q Yeah.



1           A       No, I don't recall any during that time,  
2 actually. He -- he did -- I mean projects -- he  
3 was very helpful -- one of the things that --  
4 that -- that flowed out of this and what I -- I saw  
5 of value was his ability to identify opportunities,  
6 business opportunities, for me. Not working with  
7 the Government. None of that. I mean I was very  
8 clear we weren't -- we weren't engaging in that  
9 kind of stuff, but meeting landlords whom he had  
10 come to know, introducing me to them if I didn't  
11 know them, or speaking -- you know, vouching for  
12 me.

13           Q       Uh-huh.

14           A       He was instrumental in -- in referring me  
15 a -- a late -- someone who passed away four years  
16 ago who had been very active with a client had  
17 asked Jack, whom the -- this other client really  
18 needed to find someone in D.C. and -- and work with  
19 someone in -- who knew stuff, not -- how D.C.  
20 went -- the business leadership, organizations,  
21 the -- the business leaders, the political dynamics  
22 of -- and the things like that.

1           And so they -- they came to me and asked  
2    if I'd work with him. And I did. And that's -- it  
3    ended up being for 13 years. An extremely valuable  
4    relationship. And so it was kind of a -- had we  
5    not been doing this, would he have? I -- I doubt  
6    it. I don't know. It was just -- you know, he  
7    just was kind of a clear and present --

8           Q     Okay.

9           A     -- person.

10          Q     When he was at Patton Boggs --

11          A     Yeah.

12          Q     -- and, again, this is a long period of  
13    time --

14          A     Right.

15          Q     -- were there other attorneys there that  
16    did work for Forge?

17          A     In one instance, yes. Near the end of --  
18    near the end of the relationship with him, 2014.  
19    I -- at Jack's introduction, I met two partners  
20    there, two -- ██████████ -- I forgot her last name,  
21    but the one who was the principal party who  
22    ultimately worked on this project under -- was

1 [REDACTED].

2           And the project was to see whether they,  
3 through their -- through their government relations  
4 presence, could somehow reinstitute a piece of  
5 legislation that had lapsed that -- that previously  
6 had covered D.C. and -- and was sliced out of a --  
7 sliced out of legislation a couple years earlier;  
8 and to the detriment, I believe, of D.C.

9           And many -- it was something called "EZ"  
10 zone. And it was legislation that was passed in  
11 the late '90s, which incited employers in  
12 designated cities to hire residents of that city to  
13 work in high poverty areas.

14           Q     Uh-huh.

15           A     And there may be three -- I don't know  
16 how many -- 100, 200 -- such cities that qualified  
17 for it.

18           Well, apparently, in '13, maybe early  
19 '11, D.C. -- D.C. had been added, apparently, not  
20 in the -- in the -- in the original legislation,  
21 but through some other form of amendment, or how it  
22 was it was -- a bill, I don't know. I can't

1 recall. But it -- it -- it was carve -- it dropped  
2 out. And the other cities remained, starting at  
3 whatever that date was.

4 And it just seemed highly inequitable to  
5 all of us in the city. I mean Federal City Council  
6 undertook a real effort to -- they took the  
7 leadership in trying to get it extended or re -- or  
8 appended or whatever the case may be.

9 They ultimately determined -- and this  
10 had nothing to do with Patton Boggs. They  
11 ultimately determined that it -- it was too heavy a  
12 lift. There were a few senators -- one in  
13 particular -- who said: No way. Not going to do  
14 it. Apparently he was somewhat upset at some folks  
15 in D.C., at least that's what came back through the  
16 Federal City Council.

17 So the Federal City Council -- I don't  
18 know if you know what the Federal City Council  
19 is --

20 Q Yeah, I was going to ask you --

21 A I'm sorry.

22 Q -- well, go ahead and finish your --

1           A       But anyways --

2           Q       -- kind of --

3           A       -- Federal --

4           Q       -- line of --

5           A       -- City Council said, look, we have too  
6 many -- it's too big a lift. We have too many  
7 other issues --

8           Q       Right.

9           A       -- where we engage -- they -- the Federal  
10 City Council often engages with the Hill and try  
11 to -- its purpose is to advance the District of  
12 Columbia and -- and interest, and to use the -- the  
13 relationships and standing that it enjoys, both  
14 historically and then through its membership, to  
15 find solutions to -- just generally, pretty  
16 discrete matters. Not big ones.

17                    It's -- it's led by Tony Williams, a  
18 former mayor of the city, and -- and --

19           Q       And when was the Federal City Council  
20 started? Was it in --

21           A       Late '50s.

22           Q       Okay.

1           A       Yeah, it was -- my recollection, it was  
2       founded to redress the -- the deplorable housing  
3       situation, largely in Southwest Washington, and  
4       to -- about the same time that they were standing  
5       up the zoning code -- first zoning code in the  
6       city. I'm pretty sure that's right. But I know  
7       that it was their principal purpose.

8                   And Phil Graham, the former editor of the  
9       Washington Post, was really the party who said this  
10      is what we need to do; other great cities have  
11      organizations, like where the leaders of  
12      organizations, public, private, whatever, get  
13      together and focus on their city.

14                   It's probably best known for having been  
15      the principal shoulder -- conceptualizer shoulder  
16      of -- of the creation of Metro. But it -- it also  
17      has done Union Station. I mean it -- again, to the  
18      notion of a discrete project, Union Station, the  
19      Verizon Center, a number of other major projects  
20      that it -- it -- it felt it was uniquely equipped  
21      to do.

22           Q       When you say that they did something, are

1 they investing in things or --

2 A No.

3 Q -- it's really --

4 A No.

5 Q -- just a group of --

6 A Garnishing the --

7 Q -- community and --

8 A -- resources of --

9 Q -- business leaders --

10 A -- the membership, yeah. Yep.

11 Q Does it tend to be particular industries  
12 that are part of the --

13 A No. I -- I never thought about that.

14 No. It's actually pretty -- it's -- it's  
15 wide-ranging. I mean if you -- on its website,  
16 they have a list of all the -- the members. Or  
17 they call their members trustees, and so -- and you  
18 would see that they represent what -- law firms or  
19 businesses or nonprofits or universities. And it's  
20 a -- it's a -- it's an amalgam of all those.

21 Q I mean is it an organization that has a  
22 staff or is --

1 A It does.

2 Q -- it really --

3 A No, no, it does have a staff. And -- and  
4 Tony Williams is the CEO. Again, I should know --  
5 I'm an officer -- but I can't give you the exact  
6 headcount.

7 Q That's all right.

8 A But I want to say there's a -- there's a  
9 COO. There's -- there's probably -- a relatively  
10 small -- seven -- six, seven members of the staff.

11 Q Okay. It's got a website, presumably,  
12 that --

13 A Yes.

14 Q -- describes --

15 A Yep.

16 Q -- sort of its mission and --

17 A Exactly.

18 Q -- who leads it? Okay.

19 A Exactly.

20 So anyway -- I mean so if that answers  
21 your question.

22 Q That helps.



1 Well, just sort of taking it back to the  
2 beginning of your explanation, which was --

3 A Yeah.

4 Q -- actually very helpful.

5 So there was somebody at Patton Boggs  
6 that was helping with this or --

7 A Well, they -- they had nothing to do with  
8 the Federal City Council's effort.

9 Q Okay.

10 A That was all Federal --

11 Q [REDACTED] --

12 A -- City Council.

13 Q -- [REDACTED] was --

14 A Yeah, so again --

15 Q -- somebody who --

16 A -- so -- okay, so --

17 Q -- connected that --

18 A [REDACTED], I -- it's -- I -- I think  
19 this is what happened. I think I mentioned to  
20 Jack, this is a shame that this -- beyond a shame.  
21 It was just inappropriate and -- and inequitable,  
22 that D.C. -- I mean Baltimore, Chicago, New York,

1 every major city, continued to be able to avail  
2 themselves of those -- these programs, that work,  
3 right, and my -- and other estimations -- but D.C.  
4 had been the carved out.

5 And he said, well, why don't we talk  
6 to -- let's see if someone at Patton Boggs might be  
7 able to do something or have an idea. But I don't  
8 know whether he said it or I said, well, maybe you  
9 have somebody who can -- out of the conversation.  
10 I just don't remember.

11 Q Uh-huh.

12 A So that's what led to the meeting in --  
13 Jack arranging the meeting with [REDACTED] and  
14 this other woman, whose last name I can't recall,  
15 in -- in '14. The gist of it was, look, this is  
16 the history -- just trying to do --

17 Q Right.

18 A -- this is the history, this is what  
19 happened in full -- full disclosure. And the  
20 Federal City Council, which is generally pretty --  
21 pretty effective at things like this, hit a wall.

22 I still -- Don Quixote, I still think

1 there's something there. I'm not going to bet the  
2 house on it, but I'm willing to underwrite an  
3 effort that -- that's based on success. And you're  
4 successful in it -- because it would benefit -- it  
5 would benefit --

6 Q Yeah, what's --

7 A -- well --

8 Q -- the financial -- what's the financial  
9 impact of this issue on --

10 A Well, Colonial Parking --

11 Q -- Colonial Parking?

12 A -- as one of, you know, scores of  
13 hundreds of companies that took advantage of it.  
14 But Colonial Parking -- by the time it expired,  
15 Colonial Parking was probably -- you know, I think  
16 it was benefitting between 200 or \$250,000 a year  
17 in the form of a federal tax credit.

18 And that -- that was the -- the -- the  
19 legislation inside of it, the principal vision --  
20 there were a number of provisions that encouraged  
21 investments and had a favorable -- somewhat like  
22 the opportunities of -- now. But it had some

1 employment-related ones.

2           And that was the principal one that  
3 benefitted Colonial and other services companies  
4 and hotel companies and things like that, which  
5 was -- and again -- and I'm sorry if I'm not  
6 right -- exactly right, but 20 -- up to 20 percent  
7 of an employee's salary, up to \$21,000, could be  
8 claimed -- 20, 24 -- could be claimed as a federal  
9 tax credit.

10           Q     I see.

11           A     So you could see it mainly -- it was  
12 geared -- targeted towards the lower income kind of  
13 socio -- lower side of socioeconomic stripe.  
14 Parking has quite a few individuals in that realm.

15           Q     So it made it cheaper for you to hire  
16 somebody or --

17           A     Exactly.

18           Q     -- it would pay to --

19           A     It would incent us to do certain things  
20 we might not otherwise do, focusing on people that  
21 might be a little tougher to identify or to source  
22 for employment. It was -- and it was an incentive

1 that worked. And we really -- we focused on that,  
2 and -- and tried to place employees appropriately,  
3 in order to qualify.

4 Q But it was -- it wasn't specific to the  
5 parking business or --

6 A Oh, no, no, no --

7 Q -- the --

8 A -- no, no, what -- it was generic. I  
9 mean so it was --

10 Q So any --

11 A -- hotel --

12 Q -- business --

13 A -- companies --

14 Q -- could --

15 A -- insurance, any business.

16 Q Any business in D.C.?

17 A Yes, yes, that's right; my understanding,  
18 I think that's right.

19 Q Okay. Yeah, if we look at tab 2 in the  
20 book, there's some email traffic. The top of the  
21 email chain is an email from you to Jack Evans.  
22 But if you go down lower, I think it includes the

1 people you were referring to: [REDACTED], and  
2 the other woman, [REDACTED] --

3 A [REDACTED] --

4 Q -- [REDACTED].

5 A -- [REDACTED], okay, oh, [REDACTED], yes.

6 Q Is that --

7 A Yes.

8 Q -- is that who you were --

9 A Yes.

10 Q -- thinking of earlier?

11 A Uh-huh. Right. Right. Okay.

12 Right. Yes, sir.

13 Q So it appears at this point you are  
14 reaching out to Jack Evans, passing along this  
15 email chain, seeking his thoughts.

16 Is that --

17 A Well, yeah, I -- Jack was --

18 Q -- what's going --

19 A -- in this --

20 Q -- on here?

21 A -- the -- this -- this initial -- I think  
22 it was the only actually physical meeting in person

1 that we had.

2 (Reading document) So it was [REDACTED] --  
3 get some background, okay, from [REDACTED]. I don't know  
4 what [REDACTED] -- who [REDACTED] was.

5 Okay. So I -- I owed them information  
6 with respect to -- and I was going to see if -- all  
7 right. Okay. Let me see.

8 (Reading document) Colonial Parking --  
9 Jack -- so I -- what I had was data. I -- I guess  
10 I told her I would put together data of --

11 MR. CONNOLLY: Rusty, can you actually  
12 pause for a minute?

13 MR. LINDNER: Of course.

14 MR. CONNOLLY: Steve, can we just go off  
15 the record for a minute?

16 MR. BUNNELL: Yeah, sure.

17 (Discussion off the record)

18 MR. BUNNELL: We're going to go back on.

19 MR. LINDNER: So I was going to I guess  
20 pull together information I've never been asked to  
21 pull together: How many -- how many employees  
22 Colonial Parking had, how -- I don't think she

1 asked me like the history of "EZ," because that --  
2 that's easy enough for her and her firm to  
3 research, but kind of giving her some meat on  
4 Colonial Parking, how -- along the lines of what  
5 you asked. I mean, how long was it used, how much  
6 was --

7 BY MR. BUNNELL:

8 Q Yeah.

9 A -- the bag, that sort of thing. And I  
10 guess I just was late in getting credit to her  
11 for --

12 Q So --

13 A -- I don't know.

14 Q -- trying to be respectful of the fact  
15 that there's an attorney-client relationship that's  
16 sort of mixed up in this conversation.

17 A Yeah.

18 Q Did you view Jack Evans' involvement in  
19 this issue as Jack Evans wearing his city council  
20 member hat, or did you view this as Jack Evens as  
21 your strategic counsel hat?

22 A Well, I --



1 Q Because he's wearing both hats --

2 A Yeah, I --

3 Q -- at this time when --

4 A -- yeah, I -- I -- I see. I -- I viewed

5 him as the person who introduced me to [REDACTED]

6 [REDACTED] and with whom I'd never met before, so he --

7 I'm saying I don't know whether -- what she's

8 after. So I guess it's the latter.

9 I mean she -- it was he who brought me

10 into Patton Boggs, and so -- but -- but I --

11 that -- this was -- this was -- this was more a

12 discrete matter at the law firm that I'd retained,

13 and he had been the introducer. I mean I -- I

14 didn't pick [REDACTED]. I did not pick [REDACTED]

15 [REDACTED].

16 Q Okay. Let's go to tab 3.

17 So this is a letter from -- that's your

18 signature at the bottom there?

19 A Yes.

20 Q -- from you, on behalf of The Forge

21 Company, to John Ray --

22 A Yes.

1 Q -- who is at this point a lawyer at  
2 Manatt Phelps & Phillips; and you're proposing in  
3 the letter that The Forge Company will retain  
4 Manatt as -- well, not as a lobbyist --

5 A Right.

6 Q -- but to provide monthly updates on  
7 political matters, principally D.C.-related,  
8 bearing on Forge's business?

9 A Yes.

10 Q And you're proposing a [REDACTED] retainer,  
11 right?

12 A Yes.

13 Q So this is November 3rd, 2015.

14 So we're now, you know, I guess a year or  
15 so later from what we had been looking at, right?  
16 More than a year later.

17 Do you remember how -- can you describe  
18 for us how you came to be retaining Manatt at this  
19 point?

20 A Not with surgical precision. But Jack  
21 had -- was -- was soon to -- or maybe he had -- had  
22 just signed on with Manatt, after having been --

1 having left Squire Patton Boggs I guess by that  
2 time, early in the year, the first of the year,  
3 January or something like that.

4 And so, again, and it was not -- was not  
5 dissimilar to how -- how I started the relationship  
6 with Patton Boggs, was the same kind of in many  
7 ways: Do you propose that we start up again what  
8 we were doing for twelve years? Yeah.

9 Q Okay. So this was right about the time  
10 that Jack Evans had joined Manatt; is that correct?

11 A Yes.

12 Q So your retaining Manatt was because Jack  
13 Evans had gone there, or was it -- would you have  
14 retained Manatt regardless of --

15 A No, it was because Jack was there.  
16 Because I -- I -- as I mentioned earlier, I -- I  
17 found that the relationship with Squire Patton  
18 Boggs worked out very well. And, again, I was able  
19 to, with a -- with a clear conscious, engage with  
20 Jack as often as I did to -- to sound things off  
21 and -- and have him help me on -- with landlords  
22 and things like that, so -- and -- so, yeah. And I

1 had known John Ray for sometime. I'm sorry, I --

2 Q Yeah, I was going to ask you --

3 A Yeah.

4 Q -- about that, yeah.

5 A I'd known John Ray -- well, by that --  
6 for almost 20 -- over 20 years. He had run for  
7 mayor in '94 against Marion Barry and was not  
8 successful, and had been in practice -- I don't  
9 know whether it was -- well, he was -- I think he  
10 was with Baker -- another law firm and then Manatt  
11 later on, but in the world of -- of D.C. work.

12 Q Let's go to tab 4. There's a letter back  
13 to you dated November 25, 2015.

14 A Uh-huh.

15 Q And this is the Manatt -- it looks like  
16 the Manatt engagement letter, with their standard  
17 language, in large part.

18 A Got it.

19 Q It includes a -- well, the first sentence  
20 of the letter says that Manatt will represent and  
21 advise Forge in connection with actions and/or  
22 nonactions of the executive office of the mayor and

1 the city council by providing you with a monthly  
2 report through direct communication.

3 Does that sort of capture the --

4 A Yeah.

5 Q -- the services as you understood them?

6 A Well, there -- there were -- there were  
7 two. Yes. I would say there were two levels.

8 Q Okay. Go ahead. Explain.

9 A What wasn't addressed -- there was a  
10 monthly report that they sent around, which they --  
11 a client -- client advisory. And that was really  
12 what John -- I think was the principal thing. And  
13 the other thing, as I mentioned earlier, was the  
14 continued engagement with Jack, so --

15 Q Was the monthly advisory a personal email  
16 to you, or was it just a -- just like a general  
17 newsletter to clients of Manatt or --

18 A Actually, it's a fact -- I'm sure they  
19 drew heavily upon, if not a boilerplate, it was a  
20 significant one or -- I mean and -- and that --  
21 that -- right.

22 Q Okay. And I don't need to get into the

1       specifics of it, but there were, in fact, sort of  
2       monthly updates that you were receiving as --

3             A       Yes.

4             Q       -- part of this arrangement?

5             A       Yeah.

6             Q       If you go to the third page of the  
7       letter, down at the bottom of that page there's a  
8       paragraph that's got a heading that says, Specific  
9       disclosure regarding the District of Columbia.

10            Do you see that?

11            A       Uh-huh.

12            Q       And the letter says, While we do not  
13       believe any actual conflict of interest exists, as  
14       a courtesy to you -- meaning you as Forge --

15            A       Sure.

16            Q       -- we would like to disclose that other  
17       professionals at the firm currently serve on the  
18       D.C. Council --

19            A       Right.

20            Q       -- and some other boards.

21                    And it goes on to say, We do not believe  
22       that D.C. council and board membership of our -- or

1 our former representation of the District will have  
2 any impact or otherwise influence your ability --  
3 our ability to represent you in this matter.

4 Do you see that section there?

5 A I do.

6 Q I'm sort of paraphrasing a little.

7 A Yeah.

8 Q Was that something that gave you any  
9 concern at the time?

10 A I must say, it -- it -- it didn't,  
11 because I felt that anything they did would have  
12 to -- I mean they -- they're a big firm with a big  
13 compliance group, and there was nothing that  
14 they -- that would do that would be problematic for  
15 me. And I -- and, frankly, I -- I don't know that  
16 I really focused as much on that language as -- as  
17 one might expect.

18 Q Okay. Let me just back up a second. So  
19 there's a --

20 A And it goes -- I'm sorry again -- to --

21 Q Yeah --

22 A -- John --

1 Q -- go ahead.

2 A -- John Ray being very active in the --  
3 so-called Wilson Building. So I just -- I expect  
4 that he was going to be all over the place doing  
5 things.

6 Q Okay. I mean did you see that as a  
7 positive, I mean that he's got --

8 A That he has knowledge --

9 Q -- his antennae --

10 A -- that he has -- that's exactly right,  
11 that his -- his antennae would be such that if  
12 something came up that Jack couldn't do, and then  
13 it would be he would bring it to my attention,  
14 subject to, you know, the -- whatever the -- the --  
15 the ethical standards and everything else might be,  
16 so --

17 Q Okay. Does Forge or Colonial have an  
18 in-house general counsel?

19 A Does now. Didn't then, at this time.

20 A -- one joined Forge in January of '17. No -- no  
21 political or local focus. They'd been mostly a --  
22 a litigation counsel over at Jones Day. But I'd



1 known him for a long time, trusted him.

2 Q What's his name?

3 A Name is Kevin Byrd.

4 Q Is he there today?

5 A He's -- yeah, he's there today.

6 Q Does Colonial have a -- sort of a  
7 litigation portfolio? Is that one of the issues  
8 that you've got to worry about?

9 A Not so much -- I mean litigation, I -- I  
10 suppose, compliance, regular compliance, things of  
11 that nature, I just -- I, frankly, wanted someone  
12 to come in who could spend a little more time on  
13 things along those lines.

14 Q But I take it there wasn't anybody who  
15 was involved in --

16 A Oh, no.

17 Q -- negotiating any of this language at  
18 this point; it was you, personally?

19 A Yeah. Right. Right.

20 Q So there's a period of time between when  
21 Jack Evans leaves Patton Boggs -- or Squire Patton  
22 Boggs at this point --

1 A Right.

2 Q -- which I believe is right at the end of  
3 2014. And then October of 2015 he joins Manatt.

4 A Okay. Yeah. Yeah.

5 Q So there's a gap there where he's not --  
6 when I say "he," Evans is not affiliated with a law  
7 firm.

8 A Correct.

9 Q Did you continue to have the kind of  
10 regular, you know, go out for drinks and get --  
11 kind of pick his brain on --

12 A On -- on --

13 Q -- strategic issues --

14 A -- honestly --

15 Q -- kind of conversations during that gap?

16 A I see. I -- and I can't -- I can't  
17 honestly recall. He -- he -- he had signaled,  
18 before he signed on, that he was -- he was looking  
19 for another job, and so -- and expected and hoped  
20 that one would -- and then later in the summer I  
21 think mentioned that he -- that he had a good  
22 interview with Manatt and thought something would

1 evolve there.

2 But as to what was going on, whether we  
3 would meet with any greater or lesser regularity, I  
4 don't recall, but I -- I don't remember.

5 Q Were you paying him --

6 A No, I wasn't paying him.

7 Q -- in any way at --

8 A No.

9 Q -- that point?

10 A No. I wasn't paying a thing.

11 Q Did you help him get hired by Manatt?

12 A No.

13 Q Did you put in a reference or --

14 A No.

15 Q -- recommendation?

16 A I mentioned that I -- I knew John Ray,  
17 when he asked if I knew anybody over at -- and --  
18 and I had known the -- the founder of the firm, a  
19 guy name Chuck Manatt, who passed away a few years  
20 prior to this. Knew him socially. But I didn't  
21 say I was going to get -- to get him the job or  
22 anything like that.

1           Q     In my experience, sometimes when lawyers  
2     are going to another firm, the potential firm is  
3     interested in whether you're going to be able to  
4     bring any clients with you.

5                     Did you have any kind of conversation  
6     with Mr. Evans about whether you would come as a  
7     client to Manatt if he went to Manatt?

8           A     I don't recall that, Steve, but I -- I --  
9     I would think that he would -- probably felt that  
10    there was no reason we wouldn't continue to have  
11    some sort of relationship much as we had at Squire  
12    Patton Boggs.

13          Q     You were on good terms at that point?

14          A     Yes.

15          Q     Okay. Let's flip to tab 5. So we're  
16    not -- let me make sure I got the timeline here.  
17    The last letter we were looking at was November 25,  
18    2015.

19          A     Uh-huh.

20          Q     And now we've got another version of the  
21    engagement letter, dated February 18, 2016.

22                     I say another version. It's another

1 letter --

2 A Uh-huh.

3 Q -- with Manatt, right?

4 A Uh-huh.

5 Q Also coming from John Ray.

6 And apparently this letter, together with  
7 the memorandum sent by you in November, sort of  
8 constituted the agreement, the engagement that you  
9 had with Manatt.

10 Was there some reason that this was sort  
11 of -- went on for several months before you were  
12 able to finalize the arrangement? Was there --

13 A You know, I don't recall why there  
14 wouldn't -- wouldn't have been issues. Shortly,  
15 in -- early -- and -- and this -- this addresses  
16 it. And maybe this is what kind of stayed the  
17 execute -- whatever, the signing in the other  
18 document.

19 So in '15 -- here we go. '15, we --  
20 we -- the relationship with Squire Patton Boggs  
21 ends. This reflects, I believe, what happened.  
22 Jack I think spoke with John sometime between

1 November here --

2 Q Uh-huh.

3 A -- and mentioned the -- the -- the  
4 history of the "EZ" zones. And John -- again, my  
5 recollection -- said, well, maybe I have an angle.  
6 Because John has a very good relationship with  
7 Congresswoman Norton, Eleanor Holmes Norton, and  
8 maybe, through that, we can pull a Lazarus and get  
9 it -- get it underway.

10 So I said, okay, well, if -- if you can  
11 do it at -- the same sort of thing, I'll give you  
12 an incentive. You do it, but -- and -- but go have  
13 at it. And so he did have at it. And I think  
14 that's -- yeah, so it reflects the "EZ" zone effort  
15 on this Hill working with Congresswoman Norton.

16 Q And who is Tina Ang?

17 A Tina Ang is John's long-time senior --  
18 right-hand person. I don't know her very well.  
19 I've met her maybe once or twice, only in passing.  
20 But I do know that they work closely, and --

21 Q So her role, as far as you understood,  
22 was to support John's --

1 A Yeah.

2 Q -- efforts?

3 A Yeah.

4 Q Let me just ask you, with respect to --  
5 if you go to the third page of the letter, behind  
6 tab -- I guess behind tab 5, down at the bottom,  
7 Specific disclosure and waiver re District of  
8 Columbia.

9 A Uh-huh.

10 Q Do you see that down at the bottom?

11 A Uh-huh.

12 Q And the last two lines there include a  
13 reference to Jack Evans, just flying in the fact  
14 that he's a council member --

15 A Uh-huh.

16 Q -- since 1991.

17 And it says, Per ethical rules, Mr. Evans  
18 will not lobby the District of Columbia Government  
19 on your behalf in connection with the projects.

20 Do you see that?

21 A Yes.

22 Q It bleeds over to the next page.

1           A       Yeah.

2           Q       What did "lobbying" mean to you in that  
3 context?

4           A       Well, whatever the project might be, I  
5 didn't want them lobbying, period, Jack. He  
6 wasn't --

7           Q       Well, what does -- what does -- lobbying  
8 the council --

9           A       Yeah, the --

10          Q       -- lobbying the --

11          A       -- no, yeah, the -- lobbying his own --  
12 the city council. And --

13          Q       Would that include calling the mayor or  
14 calling the deputy mayor or --

15          A       If it was -- if it was -- if it was a  
16 violation of anything that had to do with those --  
17 those actions or practices, then I didn't want  
18 any -- even a hint of that to occur, so --

19          Q       Okay. It sounds like you understood the  
20 word there in a -- there's sort of technical  
21 definition of "lobbying" under D.C. code --

22          A       Oh, well --



1 Q -- and under federal law as well.

2 A Yeah.

3 Q Certain types of activities are -- I mean  
4 did you -- were you thinking of this more broadly,  
5 as like: I don't want him attempting to influence  
6 things?

7 A Thank you. I would -- I would say yes.  
8 I mean I -- I wasn't necessarily thinking in terms  
9 of how it's specifically defined. I really didn't  
10 know how --

11 Q Yeah, I assume --

12 A -- to define --

13 Q -- you didn't write --

14 A -- yeah --

15 Q -- this language --

16 A -- no, right.

17 Q -- right?

18 A Yes.

19 Q And the next sentence, by the way, in  
20 that paragraph says that by your signing this  
21 letter, you confirm you understand this paragraph  
22 and that you waive any conflict of interest or

1 appearance thereof in connection with the matters  
2 referenced in this paragraph.

3 I recognize that you probably didn't  
4 write that sentence either; somebody at Manatt  
5 probably wordsmithed that?

6 A Yeah, I don't --

7 Q Was there a particular conflict or an  
8 apparent conflict that was in your mind at the time  
9 or that you were concerned about or that they were  
10 concerned about?

11 A Well, again, I'd say, just generically, I  
12 wouldn't want this strategic consulting  
13 relationship with Manatt and Jack to -- to in any  
14 way appear --

15 Q Uh-huh.

16 A -- or much less be something that would  
17 violate any ethical standard.

18 Q Okay. And there's some reference to that  
19 in some of the documents we're going to get to sort  
20 of a little later in the chronology here --

21 A Right. Okay.

22 Q -- your concern about -- in fact, the

1 next document says, 100 percent sure that our  
2 agreement is legit in every regard.

3 Was that a concern that you historically  
4 had, or was that something that arose later because  
5 of something?

6 A Well, I -- not a -- I had, for a long --  
7 not having to do with Jack, generically -- been  
8 very focused on -- I just -- corruption in D --  
9 corruption in government troubled me. I'd even  
10 proposed, some years before at the Federal City  
11 Council, that we create a new group called The  
12 Center for D.C. Public Integrity, because I thought  
13 this is something we should stand for.

14 So it -- it -- always this notion was --

15 Q Okay.

16 A -- was at the top of my mind. And I -- I  
17 recognize maybe I didn't perfectly address it, but  
18 that was, and remains, anyway, how I feel, you  
19 know, what I tried to do.

20 Q And I'm not suggesting --

21 A Oh, no, no, no --

22 Q -- I'm not --

1           A       -- no, no --

2           Q       -- criticizing --

3           A       -- I don't --

4           Q       -- your --

5           A       -- no, no, I don't --

6           Q       -- your -- your --

7           A       -- right.

8           Q       -- concern. I'm just --

9           A       No, no, no, no --

10          Q       -- trying --

11          A       -- no, no, no --

12          Q       -- to understand --

13          A       -- no, no.

14          Q       -- if it was prompted by anything in

15   particular --

16          A       No, no, no --

17          Q       -- or any --

18          A       -- no particular --

19          Q       -- issue --

20          A       -- prompting.

21          Q       Okay.

22          A       No particular prompting.

1 Q Let's go to tab 6.

2 A Okay.

3 Q And tab 6 is an email exchange between  
4 you and William Jarvis, right?

5 A Yes.

6 Q The top of it, I -- I think the whole --  
7 the whole document is a series of exchanges. It  
8 starts on the bottom -- or back of the --

9 A Right.

10 Q -- page there --

11 A Yes, sir. Got it.

12 Q -- from William Jarvis to you, an email  
13 dated August 8th --

14 A Right.

15 Q -- 2016.

16 A Right.

17 Q And he's talking about a discussion --

18 A [REDACTED].

19 Q -- about [REDACTED] --

20 A [REDACTED].

21 Q -- and [REDACTED].

22 A Uh-huh.

1 Q Because this is about trying to get  
2 [REDACTED] to locate in the city; is that right?

3 A Correct.

4 Q All right. And then you follow up -- if  
5 you flip to the first page here, the first side, on  
6 August 13th --

7 A Right.

8 Q -- 2016 --

9 A Yeah.

10 Q -- you write back. And you've got a  
11 bunch of information about the [REDACTED] issues.

12 A Right.

13 Q And then at the -- sort of towards the  
14 bottom of your email to him, you've got a line  
15 there that's a separate issue: Have you seen  
16 Jack's draft contract for NSC Consulting, LLC,  
17 right?

18 A Right.

19 Q Do you see that?

20 A Right. Yes, sir.

21 Q It's that line.

22 A Right.

1 Q And then -- and then Jarvis comes back  
2 with you -- comes to you in -- it looks like the  
3 third paragraph of his email --

4 A Right.

5 Q -- back to you --

6 A Correct.

7 Q -- talks about the NSC Consulting?

8 A Right.

9 Q I've reviewed and approved the baseline  
10 draft. Jack's had a client make changes, which I  
11 then review. If you would like to do the same,  
12 please feel free. All of this helps Jack  
13 understand the reality of the consulting business.

14 A Right.

15 Q So -- and then just to complete the  
16 description of this document, at the top then  
17 you're responding back then on August 17, 2016.

18 You say, look, you know, well -- being  
19 unfamiliar with the laws affecting elected  
20 officials and compensation paid to them and wanting  
21 to make 100 percent sure that our agreement is  
22 legitimate in every regard, do you have suggested

1 language as to what Jack can and cannot do or say?

2 A Right.

3 Q So that's a sentiment that we were just  
4 discussing, right?

5 A Right.

6 Q Okay. So do you -- sort of going through  
7 this document, does that bring back the exchange  
8 that you had with -- do you recall the exchange  
9 with Jarvis at this point?

10 A And a number of exchanges with him over  
11 this -- this period.

12 Q Do you talk to him by phone or meet with  
13 him in person or --

14 A Well, the first -- the first -- I think  
15 there's a reference that he and I had lunch. I  
16 think. It wasn't about NSC. It was about -- I  
17 think he -- he's -- he's was a -- he, Bill,  
18 mentions ██████████, and that it was a real  
19 estate -- is a real estate project in which he,  
20 Bill, is involved, talking about law, and that  
21 he -- and then he -- he -- he morphed it into a  
22 conversation about ██████████.



1                   And the reason he raised [REDACTED] is  
2     because he knew that we had some -- we had done  
3     work for him in some social relationships with some  
4     of the family members, so kind of ran with that.

5                   So -- yeah, so that -- that's when I -- I  
6     guess in response to that, I -- then I had the  
7     thing about Jack sending some contract. Because  
8     he -- he had sent over a -- Jack had sent over like  
9     a draft, which was -- I felt was not sufficient.  
10    And that was I guess where I was -- I was implying  
11    is, have you seen what he sent over and -- with  
12    him.

13                Q     That was the one that referred to medical  
14    patients and things like that --

15                A     Is that right --

16                Q     -- that you --

17                A     -- it was --

18                Q     -- right.

19                A     -- it was just -- it did cover conflict  
20    and what I felt sufficient protections and bells  
21    and whistles to make sure that everything was -- I  
22    mean that needed -- I felt that needed to be

1 augmented to -- to deal with my --

2 Q Okay.

3 A -- concerns.

4 Q Let me sort of back up to --

5 A Sure.

6 Q -- the origins of the whole consulting  
7 arrangement.

8 A Yeah.

9 Q How did that arise for you?

10 Is that something that you suggested --

11 A No, I didn't --

12 Q -- or he suggested --

13 A -- suggest it. He -- he mentioned -- I  
14 mean it was --

15 Q "He" being Evans?

16 A I'm sorry, "he" Jack. "He" Jack,  
17 mentioned to me over the summer that he was -- he  
18 was looking into doing this and that he'd -- he'd  
19 cleared it to -- to his satis -- I mean he cleared  
20 it, so addressing what he knew would be my concern.

21 Because it -- it really wasn't working  
22 out that well at Manatt. And I think part of that

1 is his -- his -- his engagement with Manatt was  
2 much more incentive-oriented than was -- had been  
3 at Squire Patton Boggs.

4 Q Uh-huh.

5 A And he was, I think, probably there to be  
6 a rainmaker and wasn't having success with that.  
7 He didn't say I'm a failure as a rainmaker, but I  
8 think it was just kind of -- it was not working out  
9 as well as he wished --

10 Q Right.

11 A -- that this would be a good way -- that  
12 this was a -- a legitimate way to -- for him to  
13 continue to be able to provide the -- the -- the  
14 value, the -- the services that we'd had over time.  
15 Manatt could still do the -- the local work, watch  
16 the Wilson Building; if something came up that Jack  
17 couldn't do, that he could do it. And so this  
18 would be a bridge opportunity. And he -- so he  
19 could continue to work at Manatt, but he could also  
20 do the NSC contract.

21 Q What was the value to Forge or to you of  
22 sort of having him retain both ways, anyway?

1           A       Well, getting -- getting more -- his  
2       focus. I mean my -- my feeling about Manatt was  
3       that their -- the -- the monthly reports were not  
4       really doing it for me. It didn't provide -- but I  
5       didn't want to -- John's -- John's an old  
6       acquaintance. And he has value. And there were  
7       issues out there where I might have been able to  
8       use him, so I wanted to continue to use that. But  
9       for -- for Jack, as he explained it to me, this was  
10      a pure form of -- of value for him, rather than  
11      getting whatever the percentage is of the cut of  
12      his -- my -- my fee.

13                 And this would be something that would  
14      run entirely to him, at least as I understood him  
15      to be the only member of the firm -- so that was --  
16      and so for me, it was -- it -- I would be helping a  
17      friend, stand him up business (sic) --

18           Q       Uh-huh.

19           A       -- continue to get the same value, but  
20      even more importantly for him at that time.

21           Q       But you're double paying --

22           A       Yeah.

1 Q -- weren't you?

2 A There were some -- yeah, that was because  
3 I was -- again I -- I figured that I needed to  
4 continue to have some coverage down at the -- down  
5 at the Wilson Building. We were still working on  
6 the "EZ", that we had not declared that dead yet.

7 And so -- and, quite honestly, at this  
8 time -- and I -- I wasn't -- I mean I -- the -- the  
9 thing -- I had a -- a fair number of things going  
10 on at that time, which maybe I didn't think -- led  
11 me not to think thing through as clearly, although  
12 I felt very comfortable with that. And I still do.

13 I mean I was -- I mean the business was  
14 running. I was -- I was on two boards down south.  
15 I was standing up this -- not only doing the stuff  
16 at the Federal City Council and D.C. Policy  
17 Center -- which is something I haven't mentioned --  
18 but spending a lot of time on that. And I was  
19 chairman of the Federal Reserve Bank of Richmond.  
20 So I was everywhere.

21 Q Yeah.

22 A And so maybe that explains some of the

1 porous thinking on my part. And we had two  
2 investigations going in -- on inside the Federal  
3 Reserve, one with our -- having to do with our  
4 president, and one having to do with --

5 MR. CONNOLLY: Can we stop for a minute?

6 MR. BUTLER: Yeah. You may not want to  
7 go into that, Rusty. This is probably --

8 MR. LINDNER: Well, the second one isn't.  
9 The first one, it ultimately was. But later --

10 MR. CONNOLLY: I just want to --

11 MR. LINDNER: -- in time --

12 BY MR. BUNNELL:

13 Q No, no, that's -- that's fine.

14 A Yeah.

15 Q I got it.

16 A Okay. Be it as it may --

17 Q Unless it's relevant to Jack Evans --

18 A Yeah.

19 Q -- I don't think we need to --

20 A Yeah.

21 Q -- go there.

22 A Okay.

1 Q Okay.

2 A Just -- so -- so this stuff was -- we had  
3 a number of back-and-forths over this period of  
4 time.

5 Q Uh-huh.

6 A And -- anyway, that was the --

7 Q Did you have -- you have the impression  
8 that Jack Evans had a particular need for money  
9 during this period of time, in the summer of 2016?

10 A No. I mean I -- I mean it -- it -- never  
11 did he ever come to me and say, I need money, I  
12 need your money, or anything like that. Jack --  
13 Jack lived a -- a full life. And I was -- I mean  
14 he had three kids who were in private school. He  
15 had expenses.

16 But I -- it -- there wasn't a: I gotta  
17 do this because I need to make more money. Well,  
18 he wanted more -- wanted more money. What he  
19 deserved is another thing entirely. But there  
20 wasn't this sort of, you know, you gotta help me  
21 out with this.

22 Q So it wasn't a pitch based on: Your a

1 friend. Can you help me out? I'm in a --

2 A No --

3 Q -- tough jam?

4 A -- wasn't, no, it'd be better for him if  
5 we went this way. And -- and that was my -- in  
6 meetings setting -- setting up this business.

7 Q But would it be fair to say that you  
8 viewed this as a business expense of Forge, not as  
9 some sort of --

10 A Oh, absolutely --

11 Q -- way to help Jack --

12 A -- absolutely.

13 Q -- because of your friendship?

14 A Correct. That's right.

15 MR. BUTLER: Steve, why don't we take a  
16 short, five-minute break here?

17 MR. BUNNELL: Yeah, yeah, sure. Yeah.

18 (Recess)

19 BY MR. BUNNELL:

20 Q So let's go to tab 7. We're now into --  
21 this is an email from William Jarvis to you,  
22 September 15, 2016.



1           A       Uh-huh.

2           Q       And Jarvis is asking you, Do you have an  
3 acceptable -- you -- version of the NSC Consulting  
4 agreement? If not, is there some way I can assist  
5 in finalizing the agreement -- or finalizing the  
6 document? Right?

7           A       Uh-huh. Okay.

8           Q       What was your understanding of what  
9 William Jarvis's role was at this point?

10          A       My assumption was that he was -- Bill had  
11 been a long-time friend of Jack's and had worked  
12 with him on his political campaigns for many years,  
13 knew him to be a lawyer. And I -- I believe he had  
14 represented Jack as a lawyer in some  
15 campaign-related matters. And he was my belief  
16 that he was acting as counsel to -- to Jack in  
17 this -- in this agreement.

18                   I'm guessing he sent this along as a  
19 friendly nudge, like for -- I don't know, but -- I  
20 don't know. I'm not sure.

21          Q       It appears to have taken some time for  
22 the agreement --

1           A     Yeah.

2           Q     -- or the engagement with NSC to be  
3     finalized.  It was over a period of several  
4     months --

5           A     Well --

6           Q     -- I believe.

7                     Is that --

8           A     -- there -- there were -- well, one of  
9     the delays, I think, was I wanted to -- he -- to  
10    his credit, understanding my -- my questions and  
11    what underpinned them when -- you know, to go to  
12    get to -- I -- general -- the general counsel or  
13    the city council to approve the structure of this  
14    agreement.  And -- and that -- and that took some  
15    time.

16                    Beyond that, I can't tell you, other  
17    than -- with all this other stuff swirling around,  
18    whether -- what caused the delay.  I -- I think I  
19    took a couple a whacks at -- at language in there  
20    to -- to address particular -- particular points  
21    having to do with the agreement.

22           Q     Did you discuss or negotiate any of the

1 language directly with Evans?

2 A No, I didn't. Actually, it was always --  
3 it was always through Jack -- I mean through Bill.

4 Q Yeah. Were there other people who were  
5 involved in the language drafting, other than Bill  
6 Jarvis, from the NSC side, like Janet Graham, for  
7 example?

8 A I don't know that she was involved in --  
9 in the -- in the drafting. I'd be shocked if she  
10 was.

11 Q Okay.

12 A She may have moved some matter --  
13 transmitted some stuff all along the way, as I'd  
14 seen something that suggested that. But I don't --  
15 I don't think she was in any way involved.

16 Q At any point did NSC Consulting have a  
17 staff, that you were aware of?

18 A Not to my knowledge, not to my knowledge.

19 Q Not even a -- sort of an administrative  
20 person to send out bills or -- answer --

21 A Everything --

22 Q -- the phone or --

1           A     -- actually, no. I mean I -- I suspect  
2     that -- I think Jack did everything on his own. I  
3     think it was a lean overhead operation there.

4           Q     Did Jack do a lot of typing, as far as  
5     you know?

6           A     Well, I -- I think Bill actually worked  
7     on the agreement, but I don't think Jack -- there  
8     wasn't much for Jack to do, because we didn't have  
9     regular reports or anything like that. So there  
10    wasn't much in the way of typing that was required  
11    in that regard. But invoices would just come in  
12    a -- my recollection, in a -- in an envelope and  
13    the retainer, I -- retainer amount noted on it.

14          Q     And so there weren't other sort of  
15    deliverables or written --

16          A     No.

17          Q     -- services --

18          A     Correct.

19          Q     -- they you received from --

20          A     Correct.

21          Q     -- NSC Consulting?

22          A     That's right. Right.

1           Q     Let's go to tab 8.  And we'll just kind  
2     of flip through these a little bit, just to give  
3     you the benefit of anything that might refresh your  
4     recollection.

5           A     Right.

6           Q     By the way, I'm trying hard not to play  
7     memory test with you.  This is about just trying to  
8     get an accurate reconstruction of what happened.  
9     So if I'm jumping through this more quickly, you  
10    want to look at something a little bit longer,  
11    that's fine.  I'm just --

12          A     Yeah.

13          Q     -- trying to strike a balance between us  
14    getting us out of here and -- and making sure, you  
15    know, you have a chance to remember things that may  
16    not have been at the front of your mind.  I know I  
17    have trouble remembering things that happened last  
18    week.  And we're going back several years here,  
19    so --

20          A     Yeah, I have --

21          Q     My wife will tell me I have problems  
22    remembering what she just said, so --

1           A     I believe me. I completely understand  
2     that.

3           Q     So I'm sensitive to that.

4           A     But thank you.

5           Q     So anyways, tab 8 is a -- it's actually  
6     jumping back in --

7           A     Correct.

8           Q     -- chronologic time --

9           A     Right.

10          Q     -- back to the beginning of August.

11          A     Right.

12          Q     And this is actually from Jack to you.

13          A     Yeah.

14          Q     Per our discussion, please find --

15          A     Right.

16          Q     -- attached servicing agreement from a  
17     consulting company. It stipulates a \$25,000 per  
18     year retainer.

19          A     Right.

20          Q     Did you have any prior discussion about  
21     what the fee should be?

22                     I mean where is the -- the 25,000 --

1 A No, I --

2 Q -- was it just --

3 A -- I -- I believe -- I believe that  
4 that's -- we agreed to that number.

5 Q All right. And I guess that if you did  
6 the math on the [REDACTED] a month retainer --

7 A Right.

8 Q -- at Manatt, that would be [REDACTED] a  
9 year. So this is sort of --

10 MR. CONNOLLY: [REDACTED] Steve.

11 BY MR. BUNNELL:

12 Q It would also be [REDACTED]. If you actually  
13 included all the months, it would be [REDACTED].

14 MR. LINDNER: You don't get points for  
15 that, Chuck.

16 MR. BUTLER: What if it was a leap year?

17 MR. BUNNELL: I was actually just seeing  
18 if you guys were awake over there. I stand -- I  
19 sit corrected over here.

20 MR. CONNOLLY: It's about half.

21 MR. BUNNELL: Thanks. I can get that.

22 BY MR. BUNNELL:

1 Q All right. So the -- the number wasn't  
2 something you discussed or negotiated, it was just  
3 a --

4 A Oh, no, we had -- I think we -- he had  
5 mentioned it would -- would \$25,000 be acceptable.  
6 And I said that it would. So that I think this  
7 was --

8 Q Okay.

9 A -- reflected that conversation I had with  
10 him whenever. It must have been in July --

11 Q Yeah, this is --

12 A -- at some point.

13 Q -- this is August 1. And --

14 A Yeah, and so --

15 Q -- there's --

16 A -- prior to that time.

17 Q -- there's attached -- behind the blue  
18 divider of that tab --

19 A Right.

20 Q -- there's what appears to be kind of a  
21 template --

22 A Yeah.



1 Q -- agreement.

2 A Right.

3 Q Which actually talks about Evens'  
4 obligations --

5 A Yeah.

6 Q -- right?

7 A Yeah. Sure.

8 Q And the services section of this is just  
9 kind of left blank.

10 A Right.

11 Q And if you go over to the confidentiality  
12 section, it's talking clients, patients, cost, and  
13 treatment methods.

14 It seems like it was probably something  
15 re-purposed from a different client; is that fair  
16 to say? Were you --

17 A So it's --

18 Q -- contemplating something involving  
19 patients and treatment?

20 A No, I wasn't. I -- I -- it wasn't that.  
21 And it also wasn't, to me, as robust with respect  
22 to protection.

1 Q Right. So this is the --

2 A So --

3 Q -- first version?

4 A This was his first stab to maybe -- maybe  
5 he was trying to do it on the cheap and not pay  
6 Bill Jarvis to take a stab at it. I don't -- but  
7 that's conjecture. I don't know.

8 Q And do you know whether Bill Jarvis was  
9 getting paid?

10 A I don't know. And that -- that's why I  
11 say it was a conjecture. I don't know what --

12 Q Let's go to --

13 A -- what --

14 Q -- tab 9.

15 A Okay.

16 Q It's a redline.

17 A Right.

18 Q I don't know if it's red on your version.  
19 But I can see it's --

20 A I see the markers, yeah.

21 Q And it appears to be sort of fleshing out  
22 the draft that we were just looking at --

1 A Uh-huh.

2 Q -- on tab 8.

3 A Uh-huh.

4 Q And part of the fleshing out is some  
5 descriptions of the services, there on the first  
6 page.

7 A Uh-huh.

8 Q Services shall include --

9 A Uh-huh.

10 Q -- but not limited to information and  
11 advice regarding Washington, D.C., business  
12 community, particular focus on real estate  
13 sector --

14 A Uh-huh.

15 Q -- including leasing opportunities,  
16 landlord introductions, counseling in regarding --  
17 counseling regarding leasing matters where  
18 requested, liaising with landlords.

19 A Uh-huh.

20 Q Are those -- is that description of the  
21 services something you provided or -- do you  
22 remember where that came from?

1           A       No.  It -- I -- it -- although it covered  
2  many of the areas that -- that we -- we had and  
3  what I would have wanted to continue in my  
4  engagement with Jack, it wasn't my language.  I  
5  mean I had -- I wasn't looking for leasing  
6  opportunities.

7           Q       Okay.

8           A       And -- and nor the -- regarding leasing  
9  matters, some of the other -- and -- and so it --  
10 it came, I think, from some -- from someone else.

11          Q       Okay.  So you don't think this is  
12 language that you suggested because it doesn't seem  
13 to map closely to what your needs were?

14          A       Well, it -- it covers some, but doesn't  
15 really -- again it -- it -- it addresses issues  
16 that wouldn't have been of -- of interest to me.

17          Q       Okay.  Of the services that are listed  
18 there, so which are the ones that would sort of be  
19 within your sort of interest?

20          A       Well, the real estate sector, because  
21 parking, ultimately, is a use of real estate, and a  
22 service for real estate, surely.  Landlord

1 introductions, I mentioned that a little bit  
2 earlier as something that -- that Jack could and --  
3 could sometimes do and in my case had done years  
4 before, to my great benefit.

5 And a liaison -- liaising with landlords,  
6 whatever that suggests --

7 Q Okay.

8 A -- would be something that would fall  
9 within the -- within the realm.

10 Q This is sort of fast-forwarding a little  
11 bit here.

12 So we're at sometime I guess in August at  
13 this point; and later in the fall of 2016, it looks  
14 like you finalized the services agreement?

15 A Okay.

16 Q And then it was in effect for sometime  
17 into 2019. It looks like the last payment --

18 A Right.

19 Q -- was in April of 2019.

20 A Actually, it didn't -- I don't think I  
21 paid in April --

22 Q Okay.

1 A -- of '19.

2 Q Well, it --

3 A The last --

4 Q -- would have gone --

5 A -- the last billing --

6 Q -- would have been the last billing?

7 A The last billing, yeah.

8 Q Okay. Fair enough.

9 A Right.

10 Q During the period of time that it was in  
11 effect --

12 A Uh-huh.

13 Q -- the relationship with NSC --

14 A Yes.

15 Q -- can you think of any specific examples  
16 of services that Jack Evans provided you, Forge?

17 A Other than the ongoing --

18 Q Yeah --

19 A -- gathering of strategic -- specific  
20 services --

21 Q -- having drinks --

22 A -- over and above --

1 Q -- every now and then to -- to kind of  
2 brainstorm on --

3 A Yeah.

4 Q -- what's in the city and that sort of  
5 thing.

6 A Well, we -- we met with various landlords  
7 on occasion.

8 Q Do you remember any particular landlords?

9 A I do. A number of landlords. But I must  
10 say, I'm not sure -- well, I think one of --

11 MR. BUTLER: This is public --

12 MR. LINDNER: Yeah.

13 MR. BUTLER: -- this is a public domain?

14 MR. LINDNER: Yeah. Well --

15 BY MR. BUNNELL:

16 Q I mean is there some sensitivity just  
17 because you --

18 A I don't --

19 Q -- don't want competition to know who you  
20 are talking to or --

21 A No, it's not that at all. I just don't  
22 like people -- I mean it's the same -- same reason:

1 I don't like to read my name in the newspaper. I  
2 mean that -- you know, seeing me associated with  
3 this sort of thing raises questions. I mean I --

4 MR. BUTLER: Is it -- should we go off?

5 MR. CONNOLLY: Yeah, why don't we go off,  
6 for a couple reasons.

7 MR. BUNNELL: Yeah, why don't we take a  
8 quick break here.

9 (Discussion off the record)

10 MR. BUNNELL: Okay. Let's go back on the  
11 record.

12 BY MR. BUNNELL:

13 Q All right. I just want to pick up kind  
14 of where we left off in terms of the introductions  
15 or kind of relationship elements of the services  
16 that Jack Evans would be providing under the NSC  
17 Consulting agreement.

18 A Right.

19 Q And I'm particularly interested in  
20 situations that you can you recall where Mr. Evans  
21 either attempted or succeeded in introducing you to  
22 people that you wanted to meet that were helpful to



1 your business.

2 Do you recall any situations that would  
3 fit that description?

4 A That Jack -- I'm sorry?

5 Q Well, let me rephrase it. I'm happy to  
6 make this broader.

7 Just in terms of describing the kinds of  
8 services that --

9 A The value that I --

10 Q -- the value --

11 A -- saw that --

12 Q -- that you --

13 A -- I would --

14 Q -- got from --

15 A -- be getting --

16 Q -- from having, you know --

17 A The relationship.

18 Q -- this relationship with Jack Evans and  
19 what that meant to you --

20 A Oh, okay.

21 Q -- and your business.

22 A Got it.

1           So where I saw and where I continue to  
2 see the great value in the relationship was in  
3 the -- in the perspective that I -- that I gained  
4 to -- to assess the landscape of the city and --  
5 and -- and its future direction, and -- and  
6 likelihood of the things that might or might not  
7 occur, and to what extent those would provide --  
8 present opportunities or risks to my business, A.

9           And then B, in -- in -- in the same  
10 token, in educating me and helping me learn and  
11 reflect -- as I reflected upon this information, he  
12 didn't -- he wasn't lecturing me. This is  
13 something that evolved --

14           Q     Uh-huh.

15           A     -- over time. I -- I became a -- a more  
16 valuable and -- person, I guess arguably by -- into  
17 the two principal D.C.-centric organizations where  
18 I was spending a lot of time, which -- which are  
19 the Federal City Council, of which I'm an officer,  
20 and the D.C. Policy Center, of which I'm an officer  
21 and a cofounder.

22           And -- and -- and that would -- all of

1 those were valuable, both as to the -- the value to  
2 my business and the value what I thought was to the  
3 city and also how -- and -- and back to my  
4 business, how it reflected upon me, that I was  
5 actually viewed as someone who -- who had a  
6 perspective, who brought -- brought -- who brought  
7 in -- bought insights that were -- and offered  
8 suggestions that were the helpful to all three of  
9 those, to my business and the -- and the two  
10 organizations.

11 Q Okay.

12 A And that was of great -- and still --  
13 very great value to me.

14 Q So was an element of this the -- sort of  
15 the letting some prominent person know that you  
16 were sort of associated with Jack Evans and that  
17 you were kind of, you know, a friend of his or a --

18 A Well, the -- not --

19 Q -- client of his?

20 A I'll leave my business aside because --

21 Q You're connected?

22 A -- and more some of my business because

1 of -- I made some of business decisions based upon  
2 reflecting on these discussions over time. And I  
3 can come back to that later on.

4 But to -- to you question, for -- I think  
5 your question. It was -- it was reasonably well  
6 known at those both those organizations that Jack  
7 and I were friends, and that -- and not -- not by  
8 any action on my part. It just evolved.

9 I mean and they -- as an example, I think  
10 the Federal City Council would have two -- two  
11 annual meetings where all the members would come  
12 in. And various people would be invited, including  
13 politicians. And Jack would ask to be seated at my  
14 table. That happened a few times, that people kind  
15 of -- you know, I never asked for Jack to be seated  
16 with him. It was just he's, in actually many ways,  
17 a very shy person. Be that as it may.

18 So out of that, over ten years, it was  
19 often: Rusty, what do you think Jack's -- how do  
20 you see it from Jack's perspective? I said, I'm  
21 not sure, but I know he has concerns about X, Y,  
22 and Z. And -- and, for instance, one of the things

1 in various points of legislation, Jack would say  
2 is, you guys are sitting back and not doing  
3 anything. You have to get down and actually get  
4 active. You just can't -- you can't assume that  
5 you're a lobbyist or gonna prevail on any  
6 particular matter; or the city, you've got to start  
7 standing up and making these arguments about  
8 competitiveness and/or lack of competitiveness and  
9 the like because --

10 Q Right.

11 A -- because -- and so those -- those sorts  
12 of themes, right, and -- and --

13 Q Uh-huh.

14 A -- were -- were of value to these  
15 organizations. And of value to me, because I think  
16 people would said, you know, you're -- I think  
17 you're right. And they certainly do.

18 Q Right.

19 A For my company -- or my entities, Forge,  
20 I mean I -- I -- as I began to -- to believe that  
21 the -- the broader political agendas were -- were  
22 changing over time, with the election, loss of

1 certain people who were running for positions, new  
2 of people coming in and the like, that it would be  
3 wise for me to begin -- for want of a better  
4 word -- shorting D.C. or trimming my exposure to  
5 D.C.

6           And -- and -- and so it -- it led -- it  
7 led to certain things, such as Forge, you know,  
8 acting on behalf of -- in this particular case --  
9 two families deciding to put a -- a piece of land  
10 up for -- for sale who might not -- not otherwise  
11 normally or historically otherwise done it. Proved  
12 to have been the right decision, based upon people  
13 who have looked back and compared prices then  
14 versus now.

15           It -- it led me to change the -- the  
16 operating model of Colonial Parking by executing  
17 fewer leases and executing more management  
18 contracts. Because leases, if you're -- if you  
19 make a decision on a five-year -- a bad decision on  
20 a five-year lease, you have to --

21           Q     You're stuck.

22           A     -- you're stuck, yeah. And I felt that

1 there was considerable risk, based upon the  
2 changing environment in Washington, that those  
3 might -- those might occur.

4 So these were all things that I did. Not  
5 because in particular to say you've gotta to do  
6 this or do that. I'm -- I'm sitting there  
7 listening and learning and pulling together my  
8 thoughts.

9 And at the same time I'm doing this, part  
10 of it was what I'm -- for my six years in the fed,  
11 every -- ten times a year directors have to write  
12 reports for the staff, which they read and they  
13 present -- on what's going -- the -- the economic  
14 conditions in -- in one's jurisdiction that would  
15 typically not come to the attention of their  
16 research staff --

17 Q Uh-huh.

18 A -- newspaper, economic. And so what's  
19 going on.

20 And so a lot of my themes, a lot of my  
21 questions -- and so what each director does is not  
22 only share their own impressions, but the better

1 once at least call and talk to a lot of people and  
2 get their input: What are you seeing? How are you  
3 feeling? And then put it in the form of a report.

4 And you do that -- I did that long enough  
5 and I said, there's a -- there's something here  
6 that I've got to -- this is not just reporting to  
7 the fed, I -- I should be really taking stock in  
8 this. And -- and that's what I --

9 Q Okay.

10 A -- did around this time, so --

11 Q I may have glossed over this a little bit  
12 earlier.

13 So you were part of the fed, for a period  
14 of time?

15 A I was -- I was on the board of the -- the  
16 Federal Reserve Bank of Richmond for six years.  
17 And I was the chair the last two years.

18 Q Okay. Last two years?

19 A Yeah. The last two years of my six-year  
20 term. So I was chairman --

21 Q What was the time frame?

22 A Of my chairmanship?



1 Q Of your --

2 A Well, I started --

3 Q -- chairman --

4 A -- in April of '11 --

5 Q Okay.

6 A -- of '10, December 30th of '16, which is  
7 a -- I alluded to -- I'm sorry -- quickly and in  
8 passing. It was one of those things that was going  
9 on when --

10 Q Uh-huh.

11 A -- NSC was being papered. So, yeah, I  
12 was chairman of that Reserve Bank.

13 Q And Richmond -- so that's a regional --

14 A It's one of the twelve Reserve Banks.

15 Q What's the jurisdiction?

16 A Jurisdiction is D.C., Maryland, Virginia,  
17 West Virginia, and all the -- all the -- North  
18 Carolina, South Carolina.

19 Q Okay. And we also sort of covered this a  
20 little bit. I just want to make sure. I mean I --  
21 I understand your description of the value that you  
22 thought you were getting from the relationship with

1 Jack Evans.

2 A Yes.

3 Q Was there -- did you ever engage another  
4 sort of strategic consultant before, during, or  
5 after the NSC Consulting arrangement?

6 A I retained -- not a strategic consulting  
7 so much as someone to watch politics and do other  
8 things for me, in forming [REDACTED] -- well,  
9 first it was [REDACTED] --

10 Q [REDACTED].

11 A [REDACTED], yeah, a former --

12 Q What time frame was that?

13 A [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 Q Yeah.

17 A [REDACTED]. He and [REDACTED]

18 [REDACTED] went over to [REDACTED] --

19 Q Uh-huh.

20 A -- for a while -- a year and a half or  
21 something like that -- and then [REDACTED]

22 [REDACTED].

1 Q And so you retained them at some point?

2 A Yeah.

3 Q I'm sorry if I was looking down. What  
4 was the time frame? After NSC or --

5 A Well, [REDACTED] was before NSC and -- and  
6 [REDACTED] -- yeah, [REDACTED] was before NSC,  
7 because it was shortly after [REDACTED].

8 And then [REDACTED], I want to say, was  
9 roughly about the -- yeah, later, in 2017. I can't  
10 recall exactly. Whenever they stood up that  
11 organization.

12 Q Okay. Let me see if I can streamline our  
13 questioning a little bit here. Let me ask you to  
14 go to tab 11.

15 A Sure.

16 Q Okay. Tab 11 is an email from William  
17 Jarvis to you dated September 21, 2016?

18 A Right.

19 Q And it also, apparently, was attaching  
20 another -- well, another iteration of the NSC  
21 Consulting agreement with Forge.

22 And Jarvis says to you, Rusty, Good

1 afternoon. I want to keep you informed about the  
2 states of matters with NSC Consulting. The written  
3 request for an opinion from Ellen Efron, the  
4 general counsel of the council, was provided to her  
5 yesterday. We're hopeful for a quick turnaround on  
6 her response.

7 A Uh-huh.

8 Q Do you recall the -- that issue or that  
9 process of submitting -- you know --

10 A Yeah.

11 Q -- a request for an opinion?

12 A Yeah. Yeah, I do --

13 Q Was that something --

14 A -- in general.

15 Q -- that you asked for, or was it --

16 A I -- I kept pushing for questions -- or  
17 pushing on issues with respect to what can and  
18 can't be done and need to be satisfied.

19 And I think Bill came up with the  
20 thought -- which I endorsed -- about going and  
21 clearing it with the general counsel, would that be  
22 something that would be -- allay my concerns if it

1 was approved. And I said I -- yeah, sure, it makes  
2 sense to me.

3 Q Okay. Go to the next email, on tab 12.

4 A Right.

5 Q This is a couple days later.

6 A Right.

7 Q Jarvis is following up with you, going to  
8 go to the Nats' game, I guess. Number 2 is the  
9 council's GC, okay, Jack's new business structure,  
10 copy of the letter is attached.

11 A Right.

12 Q And he's also -- it includes a revised  
13 version of the consulting agreement incorporating  
14 all your proposed edits.

15 And then 4 is, I was contacted yesterday  
16 by an out-of-city entity that is intending to bid  
17 on WMATA's RFP to privatize its private parking  
18 facilities.

19 A Yeah.

20 Q Did that have anything to do with NSC,  
21 the parking thing?

22 A No. No, no. Nor did it pan out either.

1 But no. I think that -- yeah, I think this is just  
2 Bill kind of -- Bill --

3 Q Fishing for some work --

4 A I think so.

5 Q -- it looks like, right?

6 A I think so. Yeah. Much -- much like --  
7 I think I alluded to it earlier, the ██████████  
8 ██████████ deal, I think he was kind of built into  
9 that, and may have been looking for something in  
10 the ██████████ deal.

11 Q Did you ever hire him for consulting or  
12 other services?

13 A No. I didn't. I thought about it years  
14 ago, but I never did. I -- I -- again, I thought  
15 that -- I took Bill as a very capable and  
16 straight-shooting guy, my impression, but never did  
17 that.

18 Q So let's look behind the -- the next page  
19 is a blue divider. And then behind that is the  
20 letter from Ellen Efros to Jack Evans, dated --

21 A Right.

22 Q -- September 22nd, 2016?

1           A     Yes, sir.

2           Q     And so this is Efros's response to the --  
3     the request for guidance on the -- on the NSC  
4     arrangement?

5           A     Uh-huh.

6           Q     Did you look at this when it came --

7           A     Yeah, I saw --

8           Q     -- when it was sent to you?

9           A     I -- I saw it. I don't know how -- to  
10    what extent I inspected it, but I surely saw it.  
11    And I was pleased that he had gotten it.

12          Q     Now, you had asked earlier that you  
13    wanted to make sure you understood what Jack could  
14    do and --

15          A     Yeah.

16          Q     -- could not do, right?

17          A     Right.

18          Q     Does this letter from Efros help you  
19    understand what he could do or could not do?

20          A     Well, to the extent that he had to  
21    conform with the various -- without specifying what  
22    they -- each one was, what -- you had to be in

1 absolute conformity with whatever those standards  
2 might be from the council's perspective, and I  
3 think there are probably other -- other things that  
4 would apply, but as to the council or the District  
5 of Columbia Government, that he had to -- and he  
6 knew what they were, he had to -- what they would  
7 be, and they -- and he'd have to adhere to them.

8 Q If you look at the second paragraph,  
9 which is really -- it's just a short, two-paragraph  
10 letter. If you look at the second paragraph, which  
11 is -- the substance of, it -- it doesn't appear to  
12 say very much, frankly.

13 It says, If you engage in outside  
14 employment, you must adhere to the applicable  
15 policies and rules and regulations.

16 Right? Okay. Sort of already knew that.

17 And then it says, Provided you are in  
18 compliance with those policies and rules, there's  
19 no prohibition on --

20 (Telephone interruption).

21 BY MR. BUNNELL:

22 Q And then it says, Provided you are in



1 compliance with these policies and rules, there's  
2 no prohibition to you forming a consulting entity.  
3 If you have questions or specific representations  
4 as your practice evolves, please feel free to  
5 discuss such matters on a case-by-case basis.

6 I mean maybe I'm missing something, but  
7 that doesn't really say very much, to my mind.

8 Would you agree?

9 A Well, I mean I -- I suppose it could be  
10 expanded. But to me, it covers the areas that -- I  
11 mean it -- it put him on notice that he had to  
12 adhere to that; if he questions -- I mean he -- he  
13 had to -- he had to make sure that he was abiding  
14 by the -- the applicable rules and standards. I  
15 mean I'm --

16 Q Okay.

17 A -- I'm --

18 Q Did it provide any clarity to you about  
19 what he could do or couldn't do for you?

20 A I didn't really think it through. I mean  
21 this -- I can't say I sat and thought about -- did  
22 all the what-ifs. I really can't.

1 Q Okay. Let's go a couple tabs in -- or a  
2 couple -- not tabs in. I'm sorry, tab 13.

3 A 13. All right.

4 Q This appears to be you sending back the  
5 signed copy of the services agreement with NSC.

6 A Okay. I guess that's right.

7 Q If you look behind the blue tab --

8 A Right. Okay.

9 Q -- the blue page.

10 And it's dated October 1, 2016, right?

11 A As of, yeah.

12 Q As of, yeah.

13 A Uh-huh.

14 Q I guess the email is actually not till  
15 November 10.

16 A Yeah. Yeah.

17 Q So there was some delay in getting it  
18 signed, I assume.

19 If you look at -- so this is the signed  
20 version. If you look at the first page at the  
21 bottom, there is a conflict of interest process  
22 paragraph there that starts at the bottom of the

1 first page.

2 Do you see that?

3 A Uh-huh.

4 Q Client hereby acknowledges that Jack  
5 Evans, the principal of NSC, currently serves as a  
6 member of the council --

7 A Uh-huh.

8 Q -- subject to ethics rules.

9 It then says, The Office of the General  
10 Counsel of the council has approved ethics  
11 provision of services as the principal of a  
12 consultant, right?

13 A Uh-huh.

14 Q Client hereby further acknowledges that  
15 Evans will recuse himself from any vote of the  
16 council that involves a matter on or about which  
17 NSC is providing or may provide services to the  
18 client.

19 All right. And then in addition it says,  
20 NSC will immediately notify client in the event  
21 that client would like to utilize NSC services for  
22 any matter that would create or might create a

1 conflict of interest or might violate applicable  
2 rules and regulations for ethics.

3 A Right.

4 Q So that's the paragraph.

5 Do you know where that language came  
6 from? Is that language that --

7 A I think it -- I -- I believe it was  
8 language that Bill crafted to deal with my concerns  
9 of -- my -- my continued focus on just --

10 Q Wanting to do it right, the right way?

11 A Thank you.

12 Q Don't want to put words in your mouth,  
13 but you did --

14 A Right.

15 Q -- have an email to that effect.

16 A Okay.

17 Q Okay. So let me ask you about that.

18 So did -- did you -- do you recall any  
19 discussion or revision or negotiation around the  
20 terms --

21 A After this --

22 Q -- of this --

1           A     -- had --

2           Q     -- paragraph, that led to this?

3           A     I don't. I mean we'd had a number of  
4 back-and-forths. He -- I can't recall the specific  
5 matter -- language. I mean I -- I wanted -- we'd  
6 had a number of iterations. And I really thought  
7 that Bill was getting -- had gotten the -- the gist  
8 of it, understood the importance of the matter.  
9 And I -- I -- no, so I thought it worked for me.

10          Q     Did you, or as far as you know Bill, in  
11 his discussions with you, consider the D.C. Council  
12 code of conduct provisions and how they lined up  
13 with this?

14          A     It never occurred to me.

15          Q     This provision speaks to Evans recusing  
16 from any vote of the council.

17          A     Right.

18          Q     It doesn't cover any other official  
19 actions that a council member might take; is that  
20 right?

21          A     Well, I -- I must say, I didn't focus  
22 on -- on that.

1           Q     Right.  And it only applies to matters on  
2     which NSC is providing or may provide services to  
3     you, as opposed to other interests that you might  
4     have, right?

5           A     Well, okay.  I'll -- I'll take the  
6     language, yeah.  But just again --

7           Q     Yeah, I --

8           A     -- I don't -- I don't -- I just don't  
9     recall going through every particular --

10          Q     No, that's --

11          A     -- line here.

12          Q     -- that's fair.  That's fair.  I'll just  
13     represent to you that it's a much narrower  
14     construction than the actual conflict of interest  
15     provision of the code of conflict, but -- and you  
16     don't need to agree with that.  I'll just suggest  
17     that that's the case.

18                     It sounds to me like it wasn't something  
19     that you have any recollection of --

20          A     Right.

21          Q     -- talking about or discussing or  
22     focusing on?

1           A       Not as to these idiosyncrasies or  
2 anything.

3           Q       Okay. So in terms of -- I mean other  
4 than voting, something that the council members do  
5 sometimes on behalf of -- an issue would be maybe  
6 to call the mayor's office, they call the deputy  
7 mayor's office, or they call DCRA. And they  
8 attempt to influence some matter that's pending  
9 before those parts of the executive branch.

10                   Did you view that as --

11           A       That wasn't something being contem -- it  
12 wasn't being contemplated by me. And I don't  
13 recall it ever being kind of hypo -- any form of  
14 hypothetical: These are -- this is okay, and this  
15 is not okay. I mean, again, I -- I just -- I  
16 had -- I believe that he knew what he had to do,  
17 and -- and Bill, for that matter, as well --

18           Q       Okay.

19           A       -- to -- to abide by them.

20           Q       And the provision -- the last sentence of  
21 that paragraph says that NSC's going to notify you  
22 in the event that there's some matter that might

1 create an issue, a conflict or some other ethical  
2 issue.

3 He ever notify you of such a matter?

4 A No. No.

5 Q All right. If you go over to the next  
6 page, the paragraph numbered 5, which is  
7 confidentiality. This is one of the paragraphs  
8 that I think sort of evolved from that initial  
9 draft that was sort of incomplete. And there's a  
10 5-B under there.

11 It says, Terms of this agreement, right?

12 Are you with me?

13 A Uh-huh. Uh-huh.

14 Q Okay. And it says, Except for disclosure  
15 to consult in legal counsel, accountant, or  
16 financial advisors, consultants shall not disclose  
17 the terms of this agreement to any person who is  
18 not a party or signatory agreement --

19 A Right.

20 Q -- unless disclosure is required by law  
21 or --

22 A Right.



1           Q     -- is otherwise authorized or consented  
2 to.

3                     Was there something about the consulting  
4 arrangement that you wanted to keep secret?

5           A     No, other than I'm a private guy and just  
6 don't like things being bandied about or shared  
7 with others. And so I had a -- I had a business  
8 arrangement with him. There was no --

9           Q     There wasn't anything special about this?

10          A     No. I mean I --

11          Q     I mean your relationship with Jack Evans  
12 is not a secret to the world, that -- that you guys  
13 are friends and --

14          A     Right.

15          Q     -- close to each other?

16          A     Right.

17          Q     So I'm just trying to understand why the  
18 fact that you've hired him as a consultant would be  
19 something you would want to specifically keep  
20 confidential.

21          A     Again, just I'm -- I'm just a private  
22 guy. And all my business affairs are private, and

1 don't like to necessarily have him or others  
2 sharing what I'm doing or not doing. It's -- to  
3 me, that's -- that's part of the investment.  
4 I'm -- I'm investing in getting information.  
5 And -- and I expect -- and in so doing, I'm sharing  
6 information about my business. And I don't want  
7 others to know about that.

8 Q Did you view this obligation of  
9 confidentiality as affecting Mr. Evans' ability to  
10 disclose the relationship in order to get ethics  
11 advice?

12 A Oh, no. No. No. No. Not at all.

13 Q Not -- so if he wanted to sort of make a:  
14 In an abundance of caution, I want to recuse myself  
15 from this matter for this reason kind of decision,  
16 would he be constrained at all by his obligation to  
17 keep the terms of the agreement confidential, as  
18 far as you're concerned?

19 A I'm not really -- I'm sorry, I may have  
20 lost the --

21 Q Maybe my question is not a very good  
22 question.

1           This section seems -- this paragraph  
2       seems to create an obligation on Evans' part not to  
3       disclose the fact that he's got --

4           A     Right.

5           Q     -- a consulting business with you --

6           A     Right.

7           Q     -- or a consulting arrangement with you,  
8       right, unless required by law?

9           A     Unless required by law, right. Okay.

10          Q     Yeah. So if he, as a matter of  
11       discretion, wanted to avoid an appearance of  
12       conflict, let's say, would this prevent him from  
13       doing that, if it's not -- if it's not a mandatory,  
14       required by law recusal but he just wants to --

15          A     It --

16          Q     -- it's a Washington Post test kind of  
17       recusal, I just want to -- you know, I don't want  
18       to be part of this, but I need to give a reason,  
19       and the reason --

20          A     Honestly --

21          Q     -- is I've got --

22          A     -- I -- I --

1 Q -- an arrangement --

2 A -- honest to gosh --

3 Q -- did you think about that --

4 A I'd never --

5 Q -- at all?

6 A -- thought about --

7 Q Okay.

8 A -- that at all. I mean -- yeah, not at  
9 all.

10 Q Let me go to tab 14. So this is an email  
11 exchange between you and Bill Jarvis. We're now in  
12 March of 2017.

13 A Right.

14 Q And it seems to be another revision of  
15 the agreement. And so you're attaching that.

16 And you say, I want -- I want to -- I  
17 assume you meant want to be squeaky clean on  
18 this --

19 A Right.

20 Q -- maybe belts and suspenders, but I  
21 always want to err on the side of caution and  
22 propriety.

1           A     Right.

2           Q     That's consistent with something you'd  
3     said earlier.

4                     And then you also have a P.S. in that  
5     email --

6           A     Uh-huh.

7           Q     -- You need to emphasize to Jack the  
8     confidentiality element.

9           A     Uh-huh.

10          Q     He's mentioned others who have signed up.

11          A     Uh-huh.

12          Q     I don't want them to know about me.

13          A     Uh-huh. Right.

14          Q     So who were you concerned about?

15                     Who is the "them" that you are concerned  
16     about there?

17          A     Well, "them" or anybody. I mean whether  
18     it's the other -- other people who have signed up  
19     and if -- if they knew -- if they knew about it,  
20     they would be at liberty to share with others.  
21     They wouldn't exercise the same caution I was with  
22     respect to knowing who they were. So I just

1 didn't -- I didn't want to put my private  
2 information into a broader domain.

3 Q It's private just in the sense that it's  
4 just -- I mean I don't think of a consulting -- a  
5 business arrangement as inherently private.

6 What's private about it?

7 A I'm giving him my private information.  
8 I'm sharing my -- my sense of strategy. It's  
9 something that my competitors or others may not be  
10 doing.

11 Q The fact that you're hiring Jack?

12 A And I'm -- well, I'm hiring anybody. If  
13 I'm hiring anybody, I -- I don't -- I don't  
14 advertise that I've hired Akin --

15 Q Well, I --

16 A -- Gump or --

17 Q -- can understand why you wouldn't want  
18 anyone --

19 A -- stuff --

20 Q -- to know who your lawyers are in this  
21 one, but that's --

22 A That's just --

1 MR. BUTLER: Well-taken.

2 BY MR. BUNNELL:

3 Q All right. Now it makes sense.

4 Okay. All right. I'm just pressing on  
5 that a little bit because you've mentioned it, and  
6 it's in the agreement. And somebody could look at  
7 that and say, gosh, you're concerned that there's  
8 something inappropriate here you want to keep  
9 quiet. And I just want to make sure that we  
10 pressure-test that and that that's not an element  
11 of this. Because people may suggest it. And so I  
12 want to give you an opportunity to explain it.

13 A I can assure you that there is -- that  
14 I -- it's because I -- I don't like my private  
15 affairs being known to others.

16 Q Okay. Okay. And was there something in  
17 particular that happened in this time frame that  
18 sort of heightened your concern that you wanted --

19 A No, I think -- I think what he did, he --  
20 he --

21 Q Got some other clients?

22 A -- he mentioned some other -- yeah. And

1 I said, gee, these -- yeah.

2 Q So --

3 A Right.

4 Q So if he's representing -- if he's  
5 telling you -- if you know that he's representing  
6 Richie --

7 A That's exactly --

8 Q -- Richie Cohen --

9 A -- that's exactly --

10 Q -- you'd just as soon not have him tell  
11 Richie Cohen that he's --

12 A Precisely.

13 Q -- representing you?

14 A Precisely.

15 Q Because in some ways, you guys might have  
16 some --

17 A Precisely.

18 Q -- competing interests in some --

19 A Whatever --

20 Q -- either landlord or --

21 A -- the case may be, yeah.

22 Q Okay. All right.



1                   Did you consider at any point that Jack  
2 Evans has to file public financial disclosure forms  
3 that call for him to identify his clients?

4           A        I -- I hadn't focused upon that.

5           Q        Did you ever discuss that with --

6           A        No --

7           Q        -- Jack about whether --

8           A        -- no, well --

9           Q        -- he could fill out the forms without  
10 disclosing --

11          A        -- well --

12          Q        -- you?

13          A        -- since I -- I -- I don't recall  
14 discussing that at all. And I think I just assumed  
15 that because it wasn't a lobbying agreement, he had  
16 to file -- I -- I didn't know.

17                   But he knew that -- I mean I didn't know  
18 the rules and the law and regs. If that -- so he  
19 didn't mention it to me. He never said, well, I'm  
20 not going to file because I'm not doing this for  
21 that. I just assumed he didn't have to do -- do  
22 it, by virtue of the -- the agreement and what he

1 was not supposed to be doing.

2 Q Right. Well, there may be some issue  
3 about whether he actually needed to or not. So I'm  
4 not -- I'm not necessarily suggesting to you that  
5 throughout this period of time there was a clear  
6 obligation to do so.

7 A Okay.

8 Q But I think there's some arguments that  
9 he -- he would have been required to disclose some  
10 clients.

11 All right. Let's flip forward a blue  
12 divider here to the agreement that you forwarded in  
13 March of 2017. There's an extension of services  
14 agreement --

15 A Uh-huh.

16 Q -- entered into as of 2017 --

17 A Uh-huh. Right.

18 Q -- February 20 -- are we looking at the  
19 same thing here?

20 It's as of February 20, 2017, right --

21 A Right.

22 Q -- the top there?

1 A Right. Yes, sir.

2 Q Okay. I'm just going to point out a  
3 couple things quickly.

4 A Okay.

5 Q If you look at paragraph numbered 1 on  
6 the first page, A, Services --

7 A Yeah.

8 Q -- it's been modified a little bit from  
9 the first version, to add a sort of "ii" there,  
10 that little --

11 A Yeah.

12 Q -- it says I-1, and then "ii."

13 A Okay.

14 Q And there's something about -- "ii" says,  
15 Information and advice about federal matters and  
16 opportunities provided -- with the consultant  
17 without lobbying the Federal Government --

18 A Right.

19 Q -- on behalf of the client.

20 Do you recall why that was added?

21 A I -- I think it was added -- I think this  
22 was shortly after -- I guess -- so Jack had -- "EZ"

1 zone 1 had failed, "EZ -- "EZ" zone 2 didn't  
2 look -- looked like it was going to fail, although  
3 there was still a -- a flickering light, I suppose.

4 But Jack had mentioned that he knew -- he  
5 thought a possible approach might be to -- for him  
6 to have a conversation, not a lobbying one, with  
7 his friend, Senator Blunt of Missouri, who was in  
8 leadership, and so -- and that might be a better --  
9 a better and more effective way of getting "EZ"  
10 zone legislation passed than going through John  
11 Ray's relationship with Congresswoman Holmes  
12 Norton.

13 Q Well, what was the concern about not  
14 doing lobbying? Was it just the registration piece  
15 or was there something else about --

16 A I think it was the litigation piece.  
17 I -- but I really honestly can't -- I can't recall.  
18 But it kind of again went back to my notion of  
19 not -- not -- part of it was, if you -- in my  
20 mind -- simplistic mind: If one is lobbying, one  
21 has to register. And -- and it -- I just didn't  
22 want that --

1 Q And you wanted --

2 A -- to be the case.

3 Q -- you wanted a lower profile so --

4 A I wanted a low profile. If it were to be  
5 done, then we could find someone to -- if he opened  
6 the door and -- and Senator Blunt thought it made  
7 sense, then someone could take advantage of that.  
8 Manatt, at that time, was still on retainer. And  
9 they have a big lobbying house up there.

10 Q So Manatt was registered and could lobby,  
11 is that your understanding?

12 A Yes, sir, that was my understanding.

13 Q So you didn't have a concern with John  
14 Ray being known as a lobbyist for you?

15 A Correct.

16 Q But you had a concern about Jack Evans'  
17 consulting being known?

18 A Honestly, I can't recall all my concerns,  
19 but that was just kind of what we put in place. I  
20 mean I -- I just --

21 Q Right. Do you recall whether Jack ever  
22 helped out on federal matters and opportunities?

1           A       I don't recall ever any follow-up on that  
2   at all, quite honestly.

3           Q       If you flip over to next page, page 2 of  
4   that document.  It says, NSC's compensation.

5           A       Right.

6           Q       And so it appears that the fees in this  
7   agreement --

8           A       Right.

9           Q       -- are increased to 25 -- increased to  
10   \$50,000 per year?

11          A       Yes, sir.

12                   MR. BUNNELL:  Which would be [REDACTED]  
13   [REDACTED], right, Chuck?  I just wanted to  
14   confirm that with you.  I'll check that on my  
15   calculator.

16                   MR. LINDNER:  Right.

17   BY MR. BUNNELL:

18           Q       But I believe that's roughly [REDACTED]  
19   25,000.

20           A       Right.

21           Q       So can you explain why, in -- well, I  
22   don't know, it's less than six months --

1           A       Sure.

2           Q       -- you've doubled the fees?

3           A       Sure. I mean I can try to, and best of  
4 my recollection. I mean Jack -- I think I  
5 mentioned earlier, Jack -- I began to sense that  
6 his -- his relationship with Manatt was wavering.  
7 And indeed by this time it was -- it was not almost  
8 over, but he was -- he saw that there was a  
9 limited -- perhaps a limited life cycle to it.

10                   And so he -- he said, would you be  
11 willing to just work with me, and -- and take  
12 the -- take the fee, and be -- and kind of be rid  
13 of the Manatt relationship? And I said, I  
14 really -- I'm okay with reallocating it --

15           Q       Uh-huh.

16           A       -- rather than ■ -- which is ■  
17 than 50,000 -- and 25, to be -- I don't know, my  
18 math doesn't -- ■ and 50.

19                   And I said, I -- I don't want to -- I've  
20 known John a long time. He is still working on  
21 this thing. We'll -- I'm okay if we keep the total  
22 amount the same -- my total payment the same.

1 You -- you get an increase. Manatt gets a  
2 decrease. And if something happens, great.

3 And so that's how we -- so that's how  
4 that happened.

5 MR. BUTLER: By the way, I was always  
6 told that lawyers shouldn't do math in public, so  
7 I'm just going to go on the record with that.

8 MR. BUNNELL: Well, we now have another  
9 example of why that's true. Glad to be able to  
10 help.

11 MR. LINDNER: So anyway.

12 BY MR. BUNNELL:

13 Q No, that's fine.

14 But let me just ask, on the fee thing --

15 A Sure.

16 Q -- were you expecting more from --

17 A I really wasn't --

18 Q -- Manatt going --

19 A -- other than --

20 Q -- forward --

21 A -- possibly exploring the -- the -- the  
22 lobbying maybe. But really, it was a -- it was a



1 reconfiguration of the compensation. And -- and  
2 the greatest value, as -- well, I'm sorry to keep  
3 repeating it, but it's true. The greatest value to  
4 me was getting that -- that insight from -- and --  
5 and -- from Jack.

6 And -- and so I was -- I was agnostic  
7 with respect to the allocation of the monies.

8 Q So --

9 A I just didn't want to -- I just didn't  
10 want to cut Manatt completely.

11 Q So you're the chairman and the CEO of  
12 Forge, right?

13 A Yes.

14 Q So I assume you don't need approval from  
15 anybody in this --

16 A That's correct. Right.

17 Q Do you ever tell the other owners about  
18 something of this nature?

19 A No. No, I wouldn't. No, I wouldn't  
20 be -- no, I don't.

21 Q Let's go to tab 17.

22 BY MR. FITZGERALD:

1           Q       Given your concerns with what Mr. Evans  
2       could or couldn't do, did you ever discuss that  
3       with Forge's GC, or did you not have a GC in place  
4       at this time?

5           A       I did. I had just hired Kevin a month or  
6       so before, and I -- I did not -- I mean he --

7                   MR. BUNNELL: Let's -- let's be careful  
8       about that.

9                   MR. LINDNER: Oh. Pardon me.

10                  MR. BUNNELL: Yeah.

11                  MR. LINDNER: I'm sorry.

12                  MR. FITZGERALD: Fair. Anyway --

13       BY MR. BUNNELL:

14           Q       I guess another way of coming at it is:  
15       Did your GC ever engage externally with Jack or  
16       Bill Jarvis on any of the renegotiations?

17           A       Did not.

18           Q       Okay.

19                  MR. CONNOLLY: I think -- you may have  
20       been intentional, but you skipped tab 16. That may  
21       have been intentional.

22                  MR. BUNNELL: Well, it involves numbers

1 and math, so I skipped that.

2 MR. BUTLER: We've learned our lesson.

3 BY MR. BUNNELL:

4 Q I guess I should check that box.

5 A So, I'm sorry, 17?

6 Q No. Let's -- Chuck points out, I did  
7 skip over 16. Let's just look at 16 quickly.

8 A Sure.

9 Q There appears to be some invoices and --

10 A Right.

11 Q How were -- how were the invoices and  
12 payments handled on your end at Forge?

13 A I paid them out of the checkbook I had.

14 Q Would you do that yourself --

15 A I do.

16 Q -- as you go through --

17 A Yes, sir. I do.

18 Q Is that the ordinary course for something  
19 like this, for --

20 A Not -- it -- it's actually not abnormal.

21 There are a lot of expenses that I -- I pay

22 directly out of a checkbook that are really kind of

1 a privacy thing. For instance --

2 Q These guys?

3 A -- my Akin Gump checks are an example.

4 Q Were there other people at Forge who were  
5 aware of your relationship with --

6 A No.

7 Q -- NSC Consulting?

8 A No.

9 Q Who's your number two?

10 A I really have no number two at Forge in  
11 operation. We have -- have Kevin Byrd, I  
12 mentioned, who is a general counsel. And I have  
13 two other semi-part-time folks who are with me, in  
14 addition to an executive assistant.

15 Q Okay.

16 A And --

17 Q So there's not a heavily bureaucratic  
18 structure?

19 A No. I'd say that's right. Right.

20 Q Okay. So if NSC Consulting wants to get  
21 paid and you're not around, they pretty much need  
22 to wait for you to come back, it sounds like?

1           A       Well -- exactly. Well said. Yeah.

2           Q       Were there any issues around the payments  
3 in terms of -- I mean did you feel you were getting  
4 your money's worth? Did you have any disputes  
5 about it or --

6           A       I had none whatsoever, because I really  
7 feel I was getting my money's worth. No.

8           Q       And you said that the last invoice was  
9 not paid, right?

10          A       Correct.

11          Q       So how do you -- why is it that you did  
12 not pay the last invoice?

13          A       Well --

14                 MR. CONNOLLY: Well, just be careful  
15 about that, too.

16                 MR. BUTLER: Yeah.

17                 MR. CONNOLLY: We were retained before  
18 that.

19                 MR. BUTLER: Yeah. Yeah.

20                 MR. BUNNELL: Okay. I mean if it gets  
21 into a privileged area, that's fine. I'll respect  
22 that.

1 MR. BUTLER: Yeah.

2 BY MR. BUNNELL:

3 Q But putting aside -- well, let me ask you  
4 this. At some point the NSC relationship ends,  
5 right?

6 A Yes.

7 Q From your --

8 A That's right.

9 Q From your perspective, when did it end?  
10 Just a date, time frame.

11 A As soon as I was --

12 MR. BUTLER: Yeah, can we go off the  
13 record for one second?

14 MR. BUNNELL: Yeah, if you need to.

15 MR. BUTLER: Yeah.

16 MR. BUNNELL: I'm not looking to belabor  
17 this. I'm just looking to put a bookend on the  
18 time frame.

19 MR. BUTLER: Yeah.

20 MR. BUNNELL: Let's go off the record.

21 MR. BUTLER: Let's go off for just one  
22 second.

1 (Discussion off the record)

2 MR. BUNNELL: Let's go back on the  
3 record.

4 BY MR. BUNNELL:

5 Q And just to clarify one point: Is it  
6 correct that in the early part of 2019, the  
7 relationship with NSC ended?

8 A Yes.

9 Q Okay.

10 A That's correct.

11 Q Okay. Let's go to tab 17.

12 MR. BUNNELL: I may not finish by 1:00.

13 MR. BUTLER: That's okay.

14 MR. BUNNELL: Well, it's okay for you.  
15 I'm getting hungry.

16 BY MR. BUNNELL:

17 Q Okay. So this is an email from -- tab  
18 17, this is an email from you to Jack Evans.

19 By the way, you used his [REDACTED] account?

20 A Uh-huh.

21 Q Is that the account that you would  
22 typically communicate with him?

1           A     I -- I would. I mean we had so much --  
2     so many different subjects of conversation -- I  
3     mean personal and family -- that that was just the  
4     simplist way of doing it.

5           Q     Okay.

6           A     Yeah.

7           Q     The RE line on this email is, RE: [REDACTED].

8           A     Right.

9           Q     That's coming from the bottom of this,  
10    [REDACTED] --

11          A     Right.

12          Q     -- [REDACTED].

13          A     Uh-huh. Right.

14          Q     Who is she?

15          A     [REDACTED] is -- well, this is -- would  
16    actually be a -- another --

17          Q     Okay.

18          A     -- name, yeah.

19                MR. BUTLER: Okay.

20                MR. LINDNER: During that period, right.

21                MR. BUTLER: Uh-huh.

22                MR. LINDNER: [REDACTED] is the CEO of



1 a -- a development company called [REDACTED], a fairly  
2 large company with a -- the best-known project in  
3 this area is [REDACTED], and -- anyway, so that's  
4 who she is.

5 BY MR. BUNNELL:

6 Q Okay. And so you're sharing her contact  
7 information with --

8 A Yeah.

9 Q -- Jack, it sounds like.

10 Then you --

11 A Yeah.

12 Q -- you know, How was lunch? Or he's  
13 asking you, How was lunch?

14 A Yeah.

15 Q So I'm sort of interested mostly at the  
16 top --

17 A Uh-huh.

18 Q -- part of this --

19 A Okay.

20 Q -- where -- I guess, As to [REDACTED] --

21 A Yeah.

22 Q -- would be great if you could get

1 [REDACTED] to provide their math on the incremental  
2 costs of --

3 A Right.

4 Q -- minimum wage, UPL, and mandatory  
5 scheduling. Valuable as we build a database for  
6 later debates.

7 Can you just give me a little context,  
8 sort of what is that about? What are you referring  
9 to there?

10 A I'll do the best I can.

11 It is my understanding that a fellow  
12 named [REDACTED] was -- served as counsel to  
13 [REDACTED] in this marketplace --

14 Q Okay.

15 A -- or -- or D.C. And I got that because  
16 there was like a bit of controversy, sometime  
17 before I think, about [REDACTED] coming in town and  
18 then maybe not coming in town, whatever.

19 To provide their math on the increment --  
20 this goes -- I mentioned this earlier in passing,  
21 this -- this focus of mine on the competitiveness  
22 of D.C. --

1 Q Uh-huh.

2 A -- and in the -- in the incremental costs  
3 of -- of well-intentioned legislation pouring on  
4 top of each other. And so I figured a -- a company  
5 as sophisticated as ██████ would have developed  
6 that kind of information.

7 And -- and I said -- well the -- later  
8 debates, it's -- on later debates, this is -- I  
9 mean it kind of -- it reflects what I was going  
10 through with -- with my business. I mean, okay,  
11 these -- when will these things stop, and to what  
12 extent do I have to be mindful of those? Is it --  
13 is it impacting my businesses, as well as what  
14 are -- what are the debates? What are the  
15 arguments that the Federal City Council and later  
16 the D.C. Policy Center -- which at that time had  
17 not been created -- would be undertaking?

18 Q So you're asking Jack Evans to try to get  
19 some information, I guess, that ██████ has, right?

20 A Yeah. I -- I believed he -- I believe  
21 ██████ could get it from ██████, right.

22 Q So -- and maybe this is hard to kind of

1 divide into roles here, but are you asking as a  
2 constituent of Jack Evans' council member to do  
3 this because it was good for the city, or are you  
4 doing this as a client of Jack Evans, an attorney  
5 at Manatt, or are you doing it as a friend of Jack  
6 Evans?

7 A Well --

8 Q -- or all of the -- all of the above  
9 or -- I mean how should we understand what you're  
10 doing here?

11 A Let me provide the answer as best I can,  
12 and then maybe you can fit in your -- I mean my --  
13 my -- Jack was one of many concerned about how the  
14 impacts of this litigation, where he was on the  
15 other side of the issue, would it -- would affect  
16 the city.

17 Q Uh-huh.

18 A Not just currently. Not so much  
19 currently, but more in the long-haul, the aggregate  
20 affect of this -- this kind of litigation. And so  
21 out of these conversations that I was having with  
22 him --

1 Q Yeah.

2 A -- I was using in my fed reports and  
3 things like that, we would have these thoughts  
4 about what would be -- let's not just argue what's  
5 good for GM is good for America, for D.C.

6 I mean let's -- let's get some data  
7 together and -- and let's build a case, start  
8 building these cases. Because from all -- from all  
9 appearances, these are going to -- this is going to  
10 be an ongoing fight and argument going forward.  
11 And hence the -- the reference to later debates.  
12 So it's not as a client, because it's not  
13 necessarily helping --

14 Q It's not a client "ask"?

15 A It's not a client "ask." It's how we  
16 deal with these issues that we've been discussing.  
17 And he's been -- he's gone to the Federal City  
18 Council and sat with them and talked about this  
19 issue. And the Federal City -- so it's -- it's  
20 kind of how all three threads are threaded together  
21 and pave the way.

22 Q And is it fair to say that these issues

1 are issues of general applicability --

2 A Yes.

3 Q -- in other words, they weren't specific  
4 to say Colonial's --

5 A Oh, not --

6 Q -- business?

7 A -- at all. But yes, it is very fair to  
8 say that, yeah.

9 Yeah, I mean there -- there was -- I mean  
10 if one were to go back and -- there was an awful  
11 lot of -- if you talk about the Washington Post  
12 test, at that time there were daily articles about  
13 the -- the fight over -- in this case UPL, but  
14 there had been other ones. And so it was a -- it  
15 was a matter of great concern and urgency and all  
16 of the -- yeah.

17 Q So your interest in it wasn't because  
18 Forge or Colonial had a particular financial impact  
19 at stake here, it was more just the --

20 A Well, I would --

21 Q -- general --

22 A -- at Colonial -- I wasn't indifferent to

1 it, because I felt that if it was --

2 Q It was going to --

3 A -- it would --

4 Q -- it was going to affect you?

5 A It would affect us.

6 Q Yeah.

7 A But I thought that the bigger case was  
8 how's it going to affect the city, and others,  
9 so -- I mean, so I -- I -- again, I wasn't  
10 disinterested as a business owner, but I still -- I  
11 still was sorely concerned about its effect on the  
12 city. And I'm not a -- I'm not a regionalist. I'm  
13 a D.C. guy. So that's -- that's where my focus  
14 was.

15 Q Okay. Let me see if I can -- let me ask  
16 you to flip to tab 20.

17 A Uh-huh.

18 Q Let me be sure I know what the name of  
19 the statute is. The statutes don't really tell  
20 you. The statutory names, I've -- I've learned,  
21 before the D.C. Council don't really tell very much  
22 about what's actually at stake. There appears to

1 have been an issue about raising the parking tax  
2 from 18 percent to a higher rate.

3 Do you remember that issue?

4 A Yeah, I think it was inside the -- the  
5 mayor's budget at that time, uh-huh.

6 Q Okay. So the email behind tab 20 makes  
7 some reference to that.

8 A Okay. Right.

9 Q And it starts at the bottom from Klevin  
10 Clinton --

11 A Uh-huh.

12 Q -- who is the COO of the Federal City  
13 Council.

14 A Okay.

15 Q And then from him to you -- there's a  
16 general email, and then there's an email from him  
17 to you --

18 A Right.

19 Q -- where the -- it looks like the third  
20 paragraph of it talks --

21 A Right.

22 Q -- about the sales tax and preserving the



1 parking rate tax at 18 percent is going to be a  
2 heavier lift; and he supports the lower rate, but  
3 there is not as much support from the rest of the  
4 council. Evans is holding a hearing on Wednesday,  
5 et cetera.

6 And then you forward that on to Evans?

7 A Uh-huh.

8 Q Jackson -- I assume that's --

9 A Yeah.

10 Q -- sort of a term of -- a nickname for  
11 him --

12 A Yeah.

13 Q -- Off the record, please note below.

14 So, again, help me understand what's  
15 going on here.

16 I guess this is during a period of time  
17 when he's not -- you're not a client, right?

18 A Correct.

19 Q And so how should we understand your  
20 communication to him here? Just John Q. --

21 A Advisory --

22 Q -- Citizen or --

1 A -- yeah, yeah --

2 Q -- a friend or --

3 A -- well, advisory, and letting -- yeah,  
4 he's -- so that he can prepare for -- he can  
5 contact Klevin. I mean he -- I mean -- I mean  
6 ultimately be prepared for what the Federal City  
7 Council is -- is proposing to do, and -- and their  
8 assessment of his position.

9 Q Okay.

10 A Some -- someone says so-and-so believes  
11 this, this is a chance for so-and-so to determine  
12 if we've got it right about that.

13 Q Okay. If you go to tab 21, there's some  
14 more email traffic.

15 A Okay.

16 Q You see up at the top --

17 A Uh-huh.

18 Q -- this appears to -- this is the same  
19 issue, I think, just a different version of --

20 A Yeah.

21 Q -- the email chain?

22 And you're advising him to play dumb --

1 A Yeah.

2 Q -- and see how they react?

3 A Yeah.

4 Q So it almost seems like you're kind of  
5 giving him sort of tactical advice here, strategic  
6 advice on how to play this right.

7 A Yeah, well, I think it's -- well, maybe  
8 so, yeah.

9 Q I mean is that --

10 A Yeah.

11 Q -- is that something you've done over the  
12 years with him --

13 A Well, I've -- I've been --

14 Q -- as a sort --

15 A -- not only --

16 Q -- of a --

17 A -- has he advised me --

18 Q -- kitchen cabinet --

19 A -- on -- yeah, I --

20 Q -- advisor?

21 A -- kind of a knock-around kitchen cabinet  
22 advisor. It's -- it's kind of been a -- a two-way

1 street, yeah. Yeah, I mean so it's -- that's not  
2 out of the normal, of course.

3 Q But the parking tax aspect of this budget  
4 issues --

5 A Uh-huh.

6 Q -- would clearly have a pretty direct  
7 impact on your business, right?

8 A Sure. Sure.

9 Q Behind the blue divider at tab 21 there's  
10 some text messages. Some of this actually appears  
11 to be kind of, to a certain extent, a duplicate of  
12 the email. Maybe you didn't get the email or  
13 something.

14 A Okay.

15 Q Because at the top you're saying --

16 A Right.

17 Q -- Play dumb, see how they react.

18 It sounds like it's the same message.

19 Did you use text messaging a lot with  
20 Jack or --

21 A It was not my preferred -- honestly, it  
22 is -- it's not my preferred form of communication

1 with him. It didn't really come naturally to me,  
2 but I -- it wasn't abnormal. I started to use it  
3 more as my kids were growing up, since they  
4 wouldn't respond to my emails.

5 Q I have the same -- my kids won't answer  
6 the phone, either. If I just text them, they'll  
7 respond quickly. It doesn't make any sense. It's  
8 the same device. Go figure.

9 Let's go to tab 22.

10 A Okay.

11 Q So we're now -- this is an email exchange  
12 again between you and Jack Evans, October 21, 2015.

13 A Uh-huh.

14 Q We're now actually into a period of time  
15 where is Jack's working at Manatt; and you're a  
16 Manatt client, I believe, during this period of  
17 time; is that right?

18 A Well, no, but we -- I had conversations  
19 with him --

20 Q You're in --

21 A -- yeah, but I hadn't been --

22 Q -- you're in the process of becoming a

1 Manatt client; you're not yet a --

2 A Well --

3 Q -- Manatt client --

4 A -- a fair --

5 Q Yeah, I'll let you repeat that again. Go  
6 ahead.

7 A I -- I wasn't, at that time, a -- a  
8 client. Had had conversations about becoming a  
9 client. Yeah.

10 Q That's right. We -- and I apologize if I  
11 misstated that.

12 So the documents we were looking at  
13 earlier spilled into 2016, before you had the  
14 final --

15 A Right.

16 Q -- engagement letter, right?

17 A Right.

18 Q Okay. And this email exchange appears to  
19 be -- you know, you're expressing concern about the  
20 mayor --

21 A Yeah.

22 Q -- increasing the parking tax, which

1 is -- as you point out in the email -- going to be  
2 bad for your business.

3 A Right.

4 Q In fact, you say "killing my business."

5 And Jack responds that -- you know, that  
6 he doesn't think she's going to do it, but if she  
7 does, he's going to stop it.

8 A Yeah.

9 Q Did you understand how he would stop it?

10 A No. Jack is often given to hyperbole.

11 Q Anything more about that exchange that --

12 A No.

13 Q Okay.

14 A No. No.

15 Q Let's go to tab 23, I guess. We'll just  
16 hit that quickly.

17 A Right.

18 Q So it's an email from Evans to you --  
19 well, actually, the bottom email is you, I guess,  
20 to him --

21 A Yeah.

22 Q -- saying, Let me know what you need me

1 to do.

2 He says, Can John and I call you tomorrow  
3 around 10:00?

4 Did you understand that to be John Ray?

5 A I -- I would deduce -- I'm -- I'm pretty  
6 sure that's the case, but --

7 Q And then you note, Yeah, I'll be on the  
8 road to Richmond for a Reserve Bank meeting.

9 And then you give your cell.

10 And this apparently is regarding the "EZ"  
11 zone --

12 A Correct.

13 Q -- creation?

14 A Yes. And this was the -- John's -- John  
15 Ray's thought of engaging --

16 Q Eleanor Holmes Norton?

17 A Yes. Yes.

18 Q And if you go to tab 24, there seems to  
19 be more of that.

20 Who is [REDACTED], by the way?

21 A He was the former CEO of the [REDACTED]

22 [REDACTED].



1 Q Let's go to tab 25.

2 A Okay.

3 Q And I could let Fitzgerald do this  
4 questioning but --

5 MR. FITZGERALD: Too soon.

6 MR. LINDNER: Please don't.

7 MR. FITZGERALD: If you give me four  
8 hours back --

9 MR. BUNNELL: I was going to say, can we  
10 do video conference that one -- it could be an  
11 appearance.

12 MR. LINDNER: Don't want him coming  
13 across the table.

14 BY MR. BUNNELL:

15 Q All right. So this is some email traffic  
16 regarding the University of Georgia Foundation.

17 A Yes, sir.

18 Q All right. Let me just ask you what your  
19 relationship with the University of Georgia  
20 Foundation is.

21 Do you have any financial interest in  
22 them?

1 A None whatsoever. I'm a trustee of it.

2 Q All right.

3 A It's the -- it's the support board on a  
4 semi-fiduciary -- not really even semi-fiduciary  
5 board, that supports the University of Georgia at  
6 Athens.

7 Q Okay. You don't get paid --

8 A No --

9 Q -- by them --

10 A -- no --

11 Q -- for doing anything?

12 A -- no.

13 Q Quite the opposite, probably.

14 Do you do fundraising for the --

15 A Try to --

16 Q -- foundation?

17 A -- yeah.

18 Q Okay. And I take it this email exchange  
19 related to the foundation's attempt to get a tax  
20 exemption so they could locate a facility in D.C. ;  
21 is that --

22 A Yes. They actually had the -- at this

1 time, the facility was actually in place. And I'm  
2 pretty sure it opened by that -- or it was soon to  
3 open about that time.

4 Q Okay. Was this related to NSC Consulting  
5 at all --

6 A No --

7 Q -- this action?

8 A -- no. Not at all.

9 Q Actually, it's before. I know it's 2015,  
10 that same time --

11 A No, it was --

12 Q Okay.

13 A -- entirely --

14 Q Okay.

15 A -- a year away.

16 Q Okay. Let's go to 26.

17 This is an email from Joe Florio, who is  
18 a director of communications for Evans' office.

19 A Okay.

20 Q Do you have a recollection of him?

21 A I don't remember him.

22 Q Okay.

1           A       Yeah, but I'm sure he was --

2           Q       And he's sending you a PDF of the  
3 conversion litigation, which is attached behind the  
4 email.

5           A       Right.

6           Q       And -- do you recall what the conversion  
7 legislation related to, or why you would be  
8 interested in it?

9           A       Well, I -- what I recall is I wasn't  
10 interested in it so much as he wanted me to look at  
11 it. This was -- would fall under the -- the notion  
12 that if the city doesn't do -- he had -- at this  
13 time, there was a growing concern predicted in my  
14 Federal Reserve Board, I might add, years later,  
15 that many old office buildings in D.C. would not be  
16 able to be repositioned. It would cost too much  
17 money.

18                    When a -- when a tenant left, if it was  
19 an old building, it would need to be completely  
20 built out, retrofitted so to speak, and -- and that  
21 there would -- these buildings would go fallow or  
22 go bankrupt or whatever, and how -- there -- there

1 was some people pushing on the notion of converting  
2 office space to residential space, and how could  
3 the city help facilitate that through some sort of  
4 incentive program.

5 I had no property that qualified. It  
6 wasn't -- and so I think -- and then this is -- I  
7 really can't say with the greatest of certainty,  
8 but I think it was: Would you take a look at it  
9 and tell me if it makes any sense to you?, sort of  
10 thing.

11 Q Okay.

12 A But I had nothing to --

13 Q Is that something you've done on other  
14 occasions?

15 A What? I'm sorry.

16 Q Just take a look at something that's  
17 pending before the council, and offer your thoughts  
18 on it, even if it's not squarely in your --

19 A No so much --

20 Q -- your sort of --

21 A -- council --

22 Q -- business world?

1           A       -- stuff, but ideas. He -- he did float  
2 ideas by me every now and then --

3           Q       Uh-huh.

4           A       -- but I mean: How does this sound to  
5 you? Does this make any sense?

6           Q       Yeah.

7           A       What would be the issues? And so -- it's  
8 kind of like, even going back to the -- the -- what  
9 we talked about with the ██████████, which was --  
10 well, yeah, right, right, right, right, right, right,  
11 yeah.

12          Q       Okay.

13          A       Yeah. How do these -- how does this work  
14 from a businessman's perspective? Can you help me  
15 understand? Rusty is someone who understands real  
16 estate and/or other businesses, what are the  
17 dynamic -- what are the factors that go into  
18 someone making a decision to do something?

19          Q       Okay. Let's go to tab 27. This is an  
20 email back and forth -- well, not back and forth.  
21 The top email is from --

22          A       Uh-huh.

1 Q -- Jack Evans to you --

2 A Uh-huh.

3 Q -- attaching a memo that he would like to  
4 talk [REDACTED] about.

5 A Uh-huh. Uh-huh. Uh-huh.

6 Q I'm not sure who [REDACTED] is, but it relates  
7 to [REDACTED] --

8 A Yeah.

9 Q -- plans RE the [REDACTED] --

10 A Right.

11 Q -- [REDACTED], that's detailed --

12 A Right. Yeah. Okay.

13 Q Do you remember that issue?

14 A I -- I do now, yeah.

15 Q This is September 2015, is the time frame  
16 on that.

17 A Right. So the [REDACTED] being -- [REDACTED]  
18 [REDACTED].

19 Q Okay.

20 A [REDACTED] is the CEO of [REDACTED], a  
21 good friend, and also someone with whom Colonial  
22 and Forge had a relationship. This is kind of an

1 example, Steve, of -- of -- I think -- well, I'm  
2 guessing why Jack was sending it to me is this was  
3 right in the neighbor where we live. And so one of  
4 the issues here, any time you try to get something  
5 done in a neighbor, it -- it's certainly the case  
6 in Georgetown, is how do you bring the -- the  
7 neighbors on board, whatever else, and so he was  
8 using me as a think --

9 Q You live relatively --

10 A Close to --

11 Q -- close to --

12 A -- [REDACTED] --

13 Q -- that --

14 A -- and my wife is very active in the  
15 Georgetown community matters, particularly so.

16 I'm -- I'm guessing that's what Jack was asking me  
17 to do, contact [REDACTED] and set -- set up -- set up a  
18 call -- I'm bubbling, sorry. It's easy not to --  
19 to expect a call, let [REDACTED] know that he was going to  
20 call about this particular matter or issue, yeah.

21 This might be a little bit of the --  
22 the -- what you alluded to earlier, that -- that



1 Rusty -- his advisor, sort of thing, as opposed  
2 to --

3 Q Uh-huh. Okay.

4 Let's skip 28. Let's go to 29, tab 29.

5 A Uh-huh.

6 Q This is an email chain around I guess the  
7 minimum income proposals --

8 A Yeah.

9 Q -- or a proposal.

10 A Yeah, okay. Right.

11 Q My question is actually --

12 A Sure.

13 Q -- pretty simple. The top email there --

14 A Yes.

15 Q -- of the chain is from you to Evans --

16 A Yes.

17 Q -- February 19th, 2018.

18 A Okay.

19 Q You say, Yes, thanks. Sent to Tony W.

20 and Yesim --

21 A "Yesim."

22 Q Okay. "Yesim."

1 A Who are they?

2 Q Who are they? Yeah.

3 A Okay. Tony W. is Tony Williams, the  
4 former mayor, who's the -- the CEO of the -- the  
5 Federal City Council. And Yesim is Yesim Taylor,  
6 who is the CEO -- she was I guess the CEO of the  
7 D.C. Policy Center and -- which was spawned out of  
8 the -- the Federal -- the Federal City Council.

9 So they are -- they are separate  
10 organizations at this time, that work closely in  
11 concert, both of them having the same mission  
12 statement, advancing the -- the District of  
13 Columbia. D.C. Policy Center is more oriented  
14 towards -- it's more of a think tank, developing  
15 research. So anyway, that's who they are.

16 Q Tab 31. Now, this is an email you're not  
17 on, but it relates to the [REDACTED] --

18 A Right.

19 Q -- the [REDACTED].

20 A Right.

21 Q If you go behind the blue divider --

22 A Right.

1 Q -- there's a letter to Jack Evans from --

2 A [REDACTED].

3 Q -- [REDACTED] --

4 A Right. Yeah.

5 Q -- that you're cc'd on at --

6 A Yes.

7 Q -- the bottom.

8 A Yes.

9 Q Do you see?

10 A Yeah. Okay.

11 Q And it's dated May 10, 2017.

12 A Okay. Right.

13 Q And [REDACTED] is apparently the managing  
14 director of [REDACTED].

15 A Right.

16 Q So do you know him?

17 A Not very well. A little. I actually  
18 know the other fellow who's cc'd, [REDACTED],  
19 very well. And it was [REDACTED] who suggested Jack  
20 contact -- well, I mean I don't -- [REDACTED] brought  
21 [REDACTED] into this conversation.

22 Q I see.

1 A And -- and this was -- yeah.

2 Q So this appears to be --

3 A A proposal.

4 Q -- [REDACTED] sending out -- yeah, so his boss  
5 on --

6 A Yeah.

7 Q -- how to --

8 A Yeah.

9 Q -- sort of wants to campaign around --

10 A Well, this was -- right.

11 Q -- the [REDACTED] --

12 A So --

13 Q -- project, right?

14 A Yeah.

15 Q You wanted -- and so what's that about?

16 Is that the --

17 A Yeah, I --

18 Q -- your question, whatever you want?

19 A No, well, I mean what -- what's -- what's  
20 it about is not a bad question.

21 Q And -- and then --

22 A I'm not sure --

1 Q -- and then --

2 A -- what it's about but I'll try.

3 Q Well, we can do: What-ups -- what up  
4 with that?

5 A As long as there are no numbers involved,  
6 I'm --

7 Q Exactly.

8 A -- okay with it.

9 Q Yeah.

10 A And so [REDACTED] is a very dear old  
11 friend of mine, lawyer. Did an awful lot of work,  
12 before he retired, for [REDACTED], particularly [REDACTED]  
13 [REDACTED].

14 When Jack was going through this whole  
15 [REDACTED]: How do we do it? How does it work? How  
16 do -- I gotta get educated because I don't know  
17 anything about it. I can't recall whether -- and  
18 he -- and he knows and has known [REDACTED] himself for  
19 sometime. I can't recall whether Jack said maybe  
20 [REDACTED] knows somebody or maybe I said, well, maybe  
21 [REDACTED] knows somebody who could help better  
22 understand how one goes about securing a team, or

1 in this case making a city or jurisdiction look  
2 good.

3 So are [REDACTED] said we should talk with --  
4 I know we had one phone conversation, and maybe we  
5 had one meeting -- I can't promise you that -- with  
6 [REDACTED].

7 [REDACTED] was a high school friend and  
8 then later a college friend of [REDACTED] who had -- I  
9 think before he went into [REDACTED] had -- might have  
10 even been [REDACTED] [REDACTED]  
11 [REDACTED]. In any  
12 event, after that, whatever it was, he went into  
13 this business of advising people on [REDACTED]  
14 [REDACTED]

15 No money was exchanged, but it was kind  
16 of: Here, [REDACTED], as a favor to [REDACTED], as a favor to  
17 Jack, that this is kind of what you would --

18 Q These are some --

19 A -- these are the sorts of things we have  
20 to do.

21 Q Okay. So does this have anything to do  
22 with NSC Consulting's services to you?

1 A No.

2 Q This is sort of a side --

3 A Yeah.

4 Q -- issue that --

5 A Yeah.

6 Q -- you guys were --

7 A Yeah. Exactly. Yeah.

8 Q All right. Is there -- we've talked  
9 about a bunch of different things. We've jumped  
10 around a little bit. I appreciate your patience  
11 with the -- with the structure of it or lack  
12 thereof.

13 Is there anything that we didn't cover  
14 that you think, you know, we ought to have on the  
15 record, anything you want to clarify at this point?

16 And we are happy to have you back if  
17 something occurs to you later.

18 MR. BUTLER: Yeah.

19 MR. BUNNELL: And I offer you guys the  
20 same option. Do you want to --

21 MR. BUTLER: Maybe just -- why don't we  
22 just take two minutes.

1 MR. BUNNELL: Yeah, yeah, just make sure.  
2 Off the record for a minute.

3 (Discussion off the record)

4 MR. BUTLER: Nothing more to add. Thank  
5 you very much. Appreciate the accommodations.  
6 And --

7 MR. BUNNELL: Okay. Well, I appreciate  
8 you making yourself available. I know there's a  
9 lot of stuff going on with this right now. And it  
10 is helpful for us to have your perspective. And  
11 appreciate it.

12 MR. LINDNER: I hope I was helpful.

13 MR. BUNNELL: Yeah, appreciate it.

14 MR. LINDNER: For all of us.

15 MR. BUNNELL: Everything but the math,  
16 would agree with you.

17 All right. We're done. Thank you.

18

19

20 (Whereupon at 1:20 p.m., the meeting  
21 concluded.)

22