

Exhibit 11



Deposition of:

Jack Evans

September 23, 2019

In the Matter of:

Interview

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INTERVIEW
OF
JACK EVANS

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Reported by: Michael Farkas

JOB No.: 3532169

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A P P E A R A N C E S

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A P P E A R A N C E S

(Continued)

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

2 MR. EVANS: Mark Plotkin died yesterday. I
3 don't know if any of you knew...

4 UNIDENTIFIED SPEAKER: Yeah, I saw it today.
5 That's very sad. He wasn't that old.

6 UNIDENTIFIED SPEAKER: He -- activist in D.C.,
7 ran for --

8 MR. EVANS: 70 something.

9 UNIDENTIFIED SPEAKER: -- various offices.

10 UNIDENTIFIED SPEAKER: Good guy.

11 UNIDENTIFIED SPEAKER: He was a commentator,
12 was a good commentator for the media.

13 MR. EVANS: He was one of my best friends [REDACTED]
14 [REDACTED]

15 UNIDENTIFIED SPEAKER: [REDACTED]

16 MR. EVANS: We were going to -- there is a lot
17 of messages coming. This is a big...

18 UNIDENTIFIED SPEAKER: [REDACTED]

19 MR. EVANS: [REDACTED]

20 UNIDENTIFIED SPEAKER: [REDACTED]

21 [REDACTED]

22 MR. EVANS: [REDACTED]

1 UNIDENTIFIED SPEAKER: We're all so sorry..

2 MR. EVANS: Yeah, no, I appreciate that. But
3 that's a distraction for the day, you know, in terms of
4 whatever that's --

5 UNIDENTIFIED SPEAKER: No..

6 UNIDENTIFIED SPEAKER: Okay.

7 UNIDENTIFIED SPEAKER: All right. Let's go.
8 So go ahead, I'm sorry. You have to -- this is a new
9 person, right? Over there. Is he a new person?

10 UNIDENTIFIED SPEAKER: Yeah, I don't know what
11 exactly..

12 UNIDENTIFIED SPEAKER: You're supposed to just
13 say hello.

14 UNIDENTIFIED SPEAKER: Hello.

15 MR. BUNNELL: You want us to introduce
16 everybody --

17 UNIDENTIFIED SPEAKER: Yeah, (cross talk).

18 MR. BUNNELL: -- to get started and I'll -- I
19 mean, this is the fourth session that we've had, so we
20 kind of tag on the introductory material from that, but -
21 -- are we good?

22 UNIDENTIFIED SPEAKER: Okay.

1 MR. BUNNELL: Okay. For the record I'm Steve
2 Bunnell with O'Melveny & Myers. We're here today in
3 our role as special counsel for the D.C. Council,
4 conducting an interview with Council Member Jack Evans.
5 This is the fourth session that we've had. I will let
6 everyone else at the -- around the table introduce
7 themselves for the record.

8 MR. LEVISS: I'm David Leviss also with
9 O'Melveny.

10 MS. ABERNETHY: I'm Maggie Abernethy also with
11 O'Melveny.

12 MR. TUOHEY: Mark Tuohey, Brown Rudnick,
13 BakerHostetler, co-counsel for David Leviss. It's my
14 old firm.

15 MR. EVANS: I'm Jack Evans.

16 MR. LOWELL: Abbe Lowell with Winston &
17 Strawn. Counsel for Mr. Evans.

18 MR. WINDLE: Garrett Windle for Winston &
19 Strawn. Counsel for Mr. Evans.

20 MR. BUNNELL: Okay. Mr. Evans, thank you for
21 coming back again.

22 MR. EVANS: So Steve, I have --

1 MR. BUNNELL: Sure.

2 MR. EVANS: -- something I'd like to bring up
3 before we get started if that's okay with you.

4 MR. BUNNELL: Sure.

5 MR. EVANS: And it's something I've been
6 thinking about since I was here last time, and I just
7 want to kind of clarify just so you have a sense of --
8 I've made myself some notes here when I was sitting in
9 my office this morning talking about -- thinking about
10 this. And it essentially deals with -- we were talking
11 about the concept when do I know when there's a
12 conflict. And I gave you the answer, the Potter
13 Stewart, you know, I know it when I see it, okay? And
14 that's a general philosophical answer.

15 And I thought it might be useful for me to
16 give you more specific examples of what I'm talking
17 about. And the ones that come to mind first of all is
18 we talked about this Marriott when I was at Patton
19 Boggs, with much hubbub about Marriott which is the
20 convention center hotel. And that it got out into the
21 public wrongly, that Patton Boggs represented Marriott.
22 And it took on such a mantra that I talked to Patton

1 Boggs and they put out a press release saying we don't
2 represent Marriott. And so again that's an example of,
3 you know, a potential conflict, or however you want to
4 describe it, that I saw and addressed.

5 And there's a couple more like it. Don
6 McCrory is the best example maybe. Again, approaching
7 him to be a client, getting a check and then realizing
8 that he's now, how would I say it, the subject of some
9 enquiries by the city and then making a decision not to
10 go forward with that because of the perception that it
11 could create.

12 Again, I know when I see it's general
13 philosophical, but that's a real example of doing. And
14 there are others too. We talked about [REDACTED] when
15 I was at [REDACTED]. [REDACTED]
16 [REDACTED]. And
17 I actually choose myself as did others on the council,
18 John Ray, because there was a conflict between the law
19 firm that had written the legislation and my and John
20 being on the council and voting on this legislation.

21 And I can go on, Scottish Rites is another one
22 it comes to mind. Again that Manatt represents

1 Scottish Rites. Even though I'm not at the firm, you
2 know, I've taken a position that I'm not going to
3 participate in that because of what would appear to be
4 a conflict. So I wanted to give you some real concrete
5 examples of what I'm talking about, not leave just the
6 idea of -- and you can see the difference between,
7 those are concrete examples and just the general
8 representation I have of clients where I give them
9 advice, you know.

10 And you were asking me, well, what about Ron
11 Paul or Rusty Lindner. Well, we had -- I gave them
12 general strategic business advice. That's very
13 different from concrete examples of potential conflicts
14 of interest or actual ones in the case of the tort
15 reform. And again, well, I didn't recuse myself with
16 the Richie Coyne (ph) issue about the legislation. And
17 we talked about that the New York Avenue legislation,
18 film legislation. And, you know, again what I -- the
19 point I was trying to make to you guys is if I have a
20 position, a long-term position, 20-year position, I'm
21 the film guy, anyone you ask at the council today,
22 yesterday will tell you, I'm the film guy and have been

1 forever and the New York Avenue development guy and
2 bills going back. John Ray and I introduced. I try to
3 look it up legislation on New York Avenue back in the
4 '90s trying to bring the New York Avenue gateway
5 project.

6 So if I have a longstanding position and
7 someone shows up that I happen to have a relationship
8 with, a friendship with or a client to testify, that
9 can't put me in a position to have to recuse myself
10 from something that I have been involved in long before
11 I even knew this person or had a relationship with this
12 person. And so if you see that, that's how I was
13 viewing it. And if you think of it this way too, and
14 Scottish Rites will be a good example. If have a
15 position, say, against someone who is a friend or a
16 client or whatever that is, they could take me out of
17 the game by showing up and testifying if you adopted
18 the view where you have to recuse yourself because of
19 this relationship.

20 And so I just want to make that clear that
21 that was -- that's my thinking. And I don't want to
22 be, you know, you can manipulate the system if you take

1 the position. And just I had one more point too. You
2 know, look at the opposite, you know, something that I
3 would -- that I was never involved in. If you look at
4 it this way, I have these longstanding positions and
5 then you have a client or a friend gets involved, then
6 take the flip side. What would -- what you would be
7 looking at is if I didn't have a position then I had a
8 client who had a position and I took that person's
9 position, and you're just not ever going to find that
10 to have happened. So I don't know if this is helpful.
11 But it's a distinction I want to make on all of this,
12 what I'm telling about.

13 MR. BUNNELL: Since I think it's helpful for
14 us to have a sense of your thought process on these
15 issues.

16 MR. EVANS: Yes. Yeah, yeah.

17 MR. BUNNELL: I mean, we may ultimately
18 disagree about whether your view of how to approach
19 conflicts is exactly the same as the view and the
20 approach that the code of conduct takes. But the
21 rules, we don't need to get into that, but the rules
22 are prophylactic rules and you're talking about whether

1 it made any difference. And those are important
2 considerations, but they're somewhat different I think.

3 MR. LOWELL: They are different, but I think
4 the second thing that I heard him say, which I have not
5 heard him say it before, something that you all and I
6 actually now want to think about. He could be
7 manipulated out of a position by somebody simply
8 showing up and saying, okay, now I'm here. And that
9 would negate 20 years of his saying I'm against taxes,
10 I'm for something.

11 Yeah, I understood the code of conduct is
12 prophylactic. Anyway, let me think about it because it
13 just seems to me that this is an interesting concept if
14 you have council that has part-time or outside
15 employment, somebody can take him out of the game. And
16 if they don't like his opposition, if the rule is -- if
17 anybody that you have any relationship with causes your
18 recusal, somebody could force his recusal.

19 UNIDENTIFIED SPEAKER: Yeah.

20 MR. BUNNELL: Yeah. No, I think that's an
21 interesting point. It's more of a point that maybe
22 lawyers should debate at the end of this, but I get the

1 -- I get the point. I get the point.

2 MR. LOWELL: (Cross talk) because you're not
3 seeing, yeah, yeah...

4 MR. BUNNELL: So it's a fair point. Let me
5 just ask you. Have you got a little more here or you -
6 -

7 MR. EVANS: This is it for this stuff here.

8 MR. BUNNELL: The Scottish Rites matter, I was
9 actually going to circle back that later, but since
10 you've mentioned it. We can kind of touched on that
11 briefly last time.

12 MR. EVANS: Yeah, yeah.

13 MR. BUNNELL: And I'm not sure I fully
14 understood the context. So they were a Manatt client,
15 is that right?

16 MR. EVANS: Correct.

17 MR. BUNNELL: During that period of time that
18 you were affiliated with Manatt?

19 MR. EVANS: And still.

20 MR. BUNNELL: And they're still a Manatt
21 client. Okay. And remind me, what was the issue
22 before the council that had to do with some property on

1 16th Street or something?

2 MR. EVANS: Okay. You know the Scottish Rites
3 temple is in 16th Street.

4 MR. BUNNELL: I know that big building there,
5 yeah.

6 MR. EVANS: There's a empty lot right behind
7 it.

8 MR. BUNNELL: Okay.

9 MR. EVANS: And the Scottish Rites in order to
10 stay in the District of Columbia, it's a organization
11 that's struggling financially, you know. I don't know
12 anybody who is a mason these days. You know, a lot of
13 people in our -- father's generations were...

14 MR. BUNNELL: Yeah.

15 MR. EVANS: So in order to keep that building
16 they need to do a public-private partnership, develop
17 the property, the vacant lot, and then get income from
18 that to maintain the Scottish Rites building. So
19 that's the concept. So they've entered into an
20 agreement with -- they had one before this one. Now
21 this one through -- for the private developer to
22 develop the site, but the developer wants a property

1 tax abatement for -- I can't remember what it was.
2 It's either for 20 years or forever or something they
3 never want to pay property taxes to make the project
4 applicable. So that legislation was introduced, not by
5 me because I didn't have anything to do with it, by
6 Kenyan McDuffie, and then Phil (ph) assigned it to my
7 committee, the Finance and Revenue Committee.

8 And I went to Phil, and you need to check this
9 out with him if you don't -- if you want to verify what
10 I'm telling you, and said you have to move this out of
11 my committee. It's -- I don't want it, I'm going to
12 recuse myself on it, I can't work on this. And he
13 refused to do that because he didn't want it because
14 it's a hot potato. And I said, well, put it in
15 McDuffie's committee and he didn't want it because it's
16 a hot potato. And so it's still in my committee. I've
17 done nothing on it.

18 Well, I don't have the committee anymore, so
19 it's not my committee. Maybe it's McDuffie's committee
20 now, but it's not. You know, but that's -- when you
21 understand it. And that's a great example of a
22 situation where I took a position against the -- what I

1 was working, which is Manatt. And that may have
2 happened after I left Manatt, but nonetheless, yeah.

3 MR. BUNNELL: So is that a typical issue that
4 comes up in development, you would have a council
5 voting on a tax abatement for just a specific lot?

6 MR. EVANS: Yes. Oh, and we've done dozens of
7 it.

8 MR. BUNNELL: That happens a lot?

9 MR. EVANS: All the time. And they all --
10 generally all come to my committee, yeah.

11 MR. BUNNELL: And this issue is still pending
12 in some form?

13 MR. EVANS: Correct. The bill I believe is
14 still in -- I didn't -- you know, I haven't checked on
15 it, so my recollection is it gotten moved to Kenyan's
16 Committee, so it's probably just sitting there like
17 that. Or the council period expired. But let me --
18 no, let me say this. Council period expired at the end
19 of the year and I don't know that anybody reintroduced
20 the bill since January, so it may not even exist
21 anymore.

22 MR. BUNNELL: Okay. So what timeframe did it

1 come up then? Because you left Manatt in 2017...

2 MR. EVANS: Yeah. It could have been in '18
3 and '19. Well, it's '19 now, so '18. Maybe Kenyan
4 came up in '17-'18. Maybe I was still at Manatt, maybe
5 I wasn't. I don't remember now. Somewhere around that
6 time period.

7 MR. BUNNELL: Okay. But that's an example of
8 a situation where the Manatt client had a position
9 that's contrary to what you were?

10 MR. EVANS: Correct. Yes.

11 MR. TUOHEY: There's two things, Steve. It's
12 that plus Jack didn't -- would not participate?

13 MR. EVANS: Would not participate in it. So
14 it goes back to your example, how do you know when you
15 have an issue of not participating, you know. And
16 that's a real example of one that does, you know, it
17 goes back to -- I don't know when I'll see it, but I
18 see -- that was -- I saw that.

19 MR. BUNNELL: Right.

20 MR. EVANS: And made a decision based on that.

21 MR. BUNNELL: Not to participate?

22 MR. LEVISS: When the chairman didn't move it

1 out of the committee, what do you do at that point to
2 protect yourself from a conflict from having to
3 participate?

4 MR. EVANS: Nothing. I didn't do anything.
5 So we didn't move -- we didn't have a hearing on the
6 bill or just didn't do anything, so --

7 MR. BUNNELL: So you're saying nothing
8 happened on the issue, is that what you're saying?

9 MR. EVANS: Nothing happened on the issue,
10 yeah. So -- and since it was in my control --

11 MR. BUNNELL: Right.

12 MR. EVANS: -- nothing is going to happen on
13 the issue, which is why I wanted the chairman to move
14 it out of my committee, so someone else could then say
15 well, I'm going to have a hearing in which case I
16 wouldn't participate. And if it came for a vote, I
17 would recuse myself.

18 MR. LOWELL: I think this is a very unique one
19 though --

20 MR. EVANS: Yeah.

21 MR. LOWELL: -- because of whatever is being
22 described as this political hot potato, which I really

1 don't understand. I don't understand why the
2 chairperson wouldn't, you know, take it and McDuffie
3 wouldn't take it.

4 MR. EVANS: Yeah.

5 MR. LOWELL: But then again, so that's what
6 makes this really unique in terms of it just sitting
7 and dying. But I think he's making the point that Mark
8 said he's...

9 MR. LEVISS: But just to play devil's advocate
10 because that's part of what we have to do.

11 MR. EVANS: Yeah. Sure.

12 MR. LEVISS: Couldn't someone argue that you
13 as chairman of the committee decide whether to proceed
14 with something or not and by not proceeding on this
15 legislation that's an action in and of itself. I mean,
16 you're preventing it from moving forward, you're
17 obviously not advancing it, but you are taking action
18 to move it forward.

19 MR. EVANS: Which is why I went to the
20 chairman to have it moved out of my committee and he
21 should have done that, but he didn't. You're
22 absolutely right.

1 MR. LOWELL: But I think your, his question is
2 right. But then it's also a good example of a client
3 of the law firm and the law firm wanting the position.
4 As Jack said before, it would be integral for you all
5 to go see if there's ever a time where he does not have
6 a long-staked position.

7 MR. EVANS: Right.

8 MR. LOWELL: Somebody comes and asks him to do
9 something and he does because the person is a friend or
10 a client.

11 MR. EVANS: Right.

12 MR. LOWELL: As opposed to Richie Coyne
13 capitalizing on what he knows is 20 years of Jack being
14 a pro New York Avenue, let's-fix-it person. That's --
15 the Scottish Rite, I think you used it used for that
16 example.

17 MR. EVANS: No. Exactly, exactly. Yeah, I
18 mean that -- and I'm trying to give us a -- so I don't
19 get myself caught up in the same thing that happened
20 over at metro (ph) where the gentleman doing the
21 investigation didn't go beyond here and, you know, made
22 decisions without any background and, you know, that's

1 a real problem.

2 MR. BUNNELL: I appreciate the context.

3 MR. EVANS: You know, and that just -- will
4 stick with me for the rest of my life that how bad a
5 job Schulte (ph), whatever their term was, how bad a
6 job they did and it costing me. And they did a
7 terrible job. I mean they never been interviewed
8 anybody. And that's --

9 MR. LOWELL: And they're trying.

10 MR. BUNNELL: Well, they are trying (cross
11 talk).

12 MR. LOWELL: Well, it turns out that that
13 could be harder that you might think, but anyways...

14 MR. EVANS: But Rusty's company is going to
15 interview or something, he told me. But, you know,
16 they should have interviewed Colonial Parking (ph) and
17 they didn't. I mean that Colonial had no interest in
18 working for metro. None, zero. They had a -- they had
19 information that there was some wrong-doing and it
20 turned out to be wrong doing. Las (ph) was violating
21 the law. Our parking guy got fired for fixing a
22 contract and it never came out in their report.

1 MR. LOWELL: Yeah.

2 MR. EVANS: And that I got to tell you. I'm
3 furious about that. I will never get over that, ever.

4 MR. BUNNELL: Is that the focus of a
5 congressional stuff?

6 MR. EVANS: Yes.

7 MR. BUNNELL: They're interested in that. Are
8 they talking about any of the issues that we're talking
9 about?

10 MR. EVANS: Not that I'm aware of, no. Their
11 whole issue is trying to embarrass the city, you know,
12 and they took -- and how bad that went. The first
13 question out of that guy's mouth, Jordan (ph) from Ohio
14 is, where is Jack Evans, we need to subpoena him to
15 come to his hearing. I mean seriously. [REDACTED]

16 [REDACTED]
17 [REDACTED]. Everyone was (cross talk).

18 MR. LOWELL: I like the concept of states
19 losing their statehood if they've ever had a high-
20 ranking official that was under an investigation. That
21 would be an interesting criteria..

22 MR. EVANS: Really. The last four governments

1 of Illinois are in jail, right?

2 UNIDENTIFIED SPEAKER: (Cross talk).

3 MR. LOWELL: The flag would have a few --
4 fewer stars (cross talk).

5 MR. TUOHEY: The fact of the matter was table
6 was going nowhere.

7 MR. BUNNELL: All right. Let's go. We got to
8 get out of there, yeah.

9 MR. TUOHEY: (cross talk) wonder why we're
10 taking all this.

11 UNIDENTIFIED SPEAKER: Yeah, that's (cross
12 talk).

13 MR. BUNNELL: All right, let's -- I got a
14 couple of quick things here.

15 MR. EVANS: All right.

16 MR. BUNNELL: University of Georgia
17 Foundation, UGA, there's been some -- allegation may
18 not be the right word. There's been some suggestion in
19 some quarters that that issue presented some ethics
20 questions. Do you remember something called the higher
21 education tax exemption act of 2015, something that
22 Rusty Lindner was interested in?

1 MR. EVANS: Yes.

2 MR. BUNNELL: Okay. You could share with us
3 quickly what your recollection is on that?

4 MR. EVANS: Sure. If a -- Mark, you have to
5 help me out just to get this right. If a university
6 wants to have a presence in the District of Columbia
7 and build a building, owns the building and occupies
8 the building, it's tax exempt, okay. And it's done all
9 the time, all over the District of Columbia.

10 MR. BUNNELL: You got colleges that have a
11 program in Washington so they have a building?

12 MR. EVANS: Yes, they have a building, they
13 own it, they occupy it, tax exempt. But it has to be -
14 - it has to be the university owned -- yeah, University
15 has to own the building, that's what our law says.

16 MR. BUNNELL: That's right.

17 MR. EVANS: In the case of University of
18 Georgia, the university can't own a building outside of
19 Georgia, so they setup a foundation to own the building
20 in the District of Columbia. And of course because
21 it's a foundation and not the university, our laws are,
22 you know, fact what the law says. And so it could not

1 be tax exempt --

2 MR. BUNNELL: Without.

3 MR. EVANS: -- without special legislation.

4 MR. BUNNELL: Right.

5 MR. EVANS: And so this happens, and I won't
6 say all the time, but lot of the time people come to me
7 for special legislation. Actually the CFO comes to me
8 and says, look, we can't grant this exemption under the
9 law, so but if you pass a one-off, a law, then we can
10 grant the exemption. And I wrote down a bunch of these
11 -- and you've talked to Ruth already --

12 MR. LOWELL: You need to finish your sentence.

13 MR. EVANS: Yeah, yeah. So anyway, University
14 of Georgia...

15 MR. LOWELL: No. But you need to finish the
16 sentence. You said you wrote down a bunch of these.
17 This is not the first time this has happened.

18 MR. EVANS: Yeah. It's not the first time
19 this happened, right. Yeah, yeah.

20 MR. LOWELL: Do you have examples?

21 MR. EVANS: And I do, yeah. So just to finish
22 on Georgia. So anyway they came to us and said and I

1 believe Rusty is on the board or something of that
2 nature. He introduced us to the person at Georgia --

3 MR. LOWELL: Right.

4 MR. EVANS: -- and basically we did
5 legislation that would exempt in this -- well, it's
6 broader than just University of Georgia. And there
7 were, actually Ruth told me like two or three others
8 that fell into the category of that concept.

9 But to give you an example, like -- and I
10 wrote some -- [REDACTED] came to us, because they
11 didn't quite fit within the parameters of the tax
12 exemption. [REDACTED] is a great example. You
13 know, [REDACTED] upon -- came to me, and they were
14 about to have enormous financial problems if we were
15 not able to exempt them. But I think it's a parking
16 lot or a building or something, just didn't fit in the
17 tax code.

18 [REDACTED], I'm doing it over now on 17th
19 Street, and they have -- they need a tax exemption, for
20 instance, not a lot of money \$70,000, \$80,000, but
21 they'll go under him if they don't get it done.
22 There's a Charter School property tax clarification

1 amendment act that Chairman Mendelsohn (ph) asked me to
2 do. That there's some Charter School and I can't
3 remember the concept why they couldn't get the tax
4 exemption.

5 MR. BUNNELL: Okay.

6 MR. EVANS: But we introduced the bill..

7 MR. BUNNELL: All right. I get the concept.

8 MR. EVANS: You got it. Yes. So it goes on
9 and on and on. And there's many more.

10 MR. BUNNELL: You've done a lot of these.
11 These issues come up a lot.

12 MR. EVANS: IHOP, IHOP, we did IHOP in --
13 yeah. So -- and this was just one more of those.

14 MR. BUNNELL: So this was one that Rusty
15 Lindner had a particular interest in, right?

16 MR. EVANS: Yeah, I believe, it's on the -- I
17 don't know what he's on. But he's on something, a or
18 board or a board of something or something have to do
19 with it.

20 MR. BUNNELL: And was this something that
21 arose while he was a client of Manatt.

22 MR. EVANS: No, it all predates the client.

1 Oh, Manatt?

2 MR. BUNNELL: Yeah, Manatt's.

3 MR. EVANS: I don't know, I don't...

4 MR. BUNNELL: I think you're just...

5 MR. EVANS: Look up the dates.

6 MR. BUNNELL: I'm not making you guess at the
7 dates. It looks like it spilled into the late fall of
8 2015 which would bring it within the timeframe that you
9 started a relationship with Manatt?

10 MR. EVANS: Yeah, I started there in October,
11 so I'm not sure when -- I think this even predated
12 Manatt. I'm not sure.

13 MR. BUNNELL: It did predate Manatt in some
14 ways.

15 MR. EVANS: Yeah, yeah.

16 MR. BUNNELL: Sorry, I'm not trying to...

17 MR. EVANS: Steve, this was a -- I hate to
18 say. But this was more of a constituent. This is --
19 and I gave you these examples because [REDACTED]
20 (ph) came to me from [REDACTED].

21 MR. BUNNELL: Okay.

22 MR. EVANS: Joe Blow (ph) came to me from --

1 [REDACTED] (ph) came to me for t [REDACTED]. I mean,
2 people come to me for this. So this isn't...

3 MR. BUNNELL: I got it. I got it.

4 UNIDENTIFIED SPEAKER: (cross talk) came to
5 you.

6 MR. EVANS: -- the Chairman came to me for a
7 while, you know.

8 MR. LEVISS: So who's the constituent for
9 Georgia, University of Georgia?

10 MR. EVANS: Rusty Lindner.

11 MR. LEVISS: Oh.

12 MR. EVANS: Yeah. He's the one who came to us
13 and said, you know, we went to the CFO they said they
14 can't do it. They said to go see you. Came to see me.
15 And then it was like, yeah, no, we can do this. And
16 that's what we did it.

17 MR. BUNNELL: As far as you know, did Rusty
18 Lindner have a financial interest in the University of
19 Georgia Foundation or was he just doing this as like a
20 parent or an alumni or just a boost...

21 MR. EVANS: All of his children.

22 MR. BUNNELL: Okay.

1 MR. EVANS: I mean to say a financial
2 interest, yeah, he paid them billions of dollars over
3 the years. He has four kids.

4 MR. BUNNELL: But he didn't stand to make
5 money or lose money as a result of this decision?

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

8 MR. BUNNELL: Okay.

9 MR. EVANS: Not at all.

10 MR. BUNNELL: Did Manatt lobby you at any
11 point...

12 MR. EVANS: On this?

13 MR. BUNNELL: On this.

14 MR. EVANS: I probably weren't even aware of
15 it.

16 MR. BUNNELL: Okay.

17 MR. EVANS: No, the answer will be no.

18 MR. BUNNELL: All right. I think we can move
19 on.

20 MR. EVANS: Okay, good.

21 MR. LEVISS: To save the Washington Post time,
22 I gave the University of Georgia 100 bucks last year

1 because a friend of mine works there. I think we can
2 still consider this?

3 MR. EVANS: There you go, man. You're in
4 trouble. That Steve Thompson will be on you.

5 MR. LEVISS: Random.

6 UNIDENTIFIED SPEAKER: University of Georgia?

7 MR. LEVISS: A friend asked..

8 MR. EVANS: All right.

9 MR. LEVISS: Yeah.

10 MR. BUNNELL: All right. So we've got a lot
11 of disclosure here. All right. Let's move to East
12 Bank.

13 MR. EVANS: Okay.

14 MR. BUNNELL: And we've touched on some of
15 these issues, but I'm going to just -- because I want
16 to sort of have a discussion that's kind of complete.

17 MR. EVANS: Got you. Got you.

18 MR. BUNNELL: We may have a little bit of
19 repetition, but we'll move through it quickly. So
20 Anthony Linea (ph)?

21 MR. EVANS: Linea, yeah.

22 MR. BUNNELL: Linea.

1 MR. EVANS: Anthony Linea.

2 MR. BUNNELL: Who is he? How do you know him?

3 MR. EVANS: I've known Anthony for 30 years,
4 maybe longer. He's a neighbor of mine in new
5 Georgetown long-time friend. But he's very active in
6 the city, in the ward.

7 MR. BUNNELL: Uh-huh.

8 MR. EVANS: And so he's done a lot of
9 projects. So I've been supportive of him and he of me
10 for that long. My wife worked for Anthony before she
11 passed away back in the '90s when he was developing the
12 Ritz-Carlton project over on 23rd Street. Worked --
13 actually for him, the company that was doing the
14 development, she was a part of it, so.

15 MR. BUNNELL: What company says -- what are
16 the companies he's had over the years?

17 MR. EVANS: East Banc is the company and then
18 there's a lot of East Bancs.

19 MR. BUNNELL: Is that a bank?

20 MR. EVANS: Oh, no, no, no, no. It's East B-
21 a-n-c. I don't know the genesis of the name.

22 MR. BUNNELL: Okay. But in terms of the type

1 of business that he's engaged in, it's real estate
2 development or...

3 MR. EVANS: Largely. I believe he has
4 something to do with technology as well.

5 MR. BUNNELL: Yeah. So one of the entities is
6 East Banc.

7 MR. EVANS: Technologies.

8 MR. BUNNELL: East Banc Technologies.

9 MR. EVANS: Yes. Yes.

10 MR. BUNNELL: Do you have a sense of what that
11 does?

12 MR. EVANS: Beyond technology no, I don't
13 know. I don't know.

14 MR. BUNNELL: That's a broad category,
15 technology...

16 MR. EVANS: Well, I mean, yes I do know.

17 MR. BUNNELL: They're a consultant or is he...

18 MR. EVANS: Yeah, and they're consulting..

19 MR. BUNNELL: They're building gadgets or what
20 are they doing.

21 MR. EVANS: No, no, no. They're consultants
22 who are like entity cities and others and they provide

1 help to getting your technology stuff in your entity
2 and make it work better. Like, I think he did
3 consulting. I am guessing maybe to Octo (ph) in our
4 city or maybe not. And then there was Metro when
5 Suzanne Peck (ph) was over there. He may have been
6 doing some work long before my time with helping out
7 there, so.

8 MR. BUNNELL: He did something with taxis and
9 then automating the meters and that kind of thing?

10 MR. EVANS: I remember him talking about that,
11 but I don't know if he ever did or do. But that's the
12 kind of stuff they do.

13 MR. BUNNELL: Okay. Does he have contracts
14 with the city to provide technology services?

15 MR. EVANS: I don't know if they're doing
16 that. I don't know if they're doing that. I don't
17 want to say no, because I don't know.

18 MR. BUNNELL: Okay. You either know or you
19 don't. Squash On Fire.

20 MR. EVANS: Yes.

21 MR. BUNNELL: I know what that is, but just
22 for the record maybe we can explain what that is?

1 MR. EVANS: Squash On Fire is a -- the squash
2 court is located on M street at 24th, Anthony developed
3 the project over the firehouse and the library all in
4 that area there. And he's very big on squash, his
5 daughter, I believe, played at University of
6 Pennsylvania, was a squash person. And so he developed
7 the squash courts which were located on top of the
8 firehouse.

9 MR. BUNNELL: The Squash On Fire is actually -
10 - literally above -- the courts are on top of the fire
11 department.

12 MR. EVANS: The fire station which is where
13 the name I believe came up. And so -- and he is really
14 trying to make squash a world class kind of sport. And
15 I happen to have played squash when I was in college as
16 well. So I -- and a lot down here when I was much
17 younger. And if you remember dating myself, this is
18 somewhat irrelevant, the squash courts were located at
19 Lafayette Square and maybe remember where that is, it's
20 located (cross talk).

21 UNIDENTIFIED SPEAKER: 1920.

22 MR. EVANS: Yeah, yeah, yeah. 1920...

1 MR. BUNNELL: 1120 19th Street.

2 MR. EVANS: Well, you know what I'm talking
3 about.

4 MR. BUNNELL: Okay.

5 MR. EVANS: And do you remember the squash
6 courts over there.

7 MR. BUNNELL: Very well.

8 MR. EVANS: And the aerobics and all that.

9 MR. BUNNELL: Yeah.

10 MR. EVANS: What is this club? Yeah. And
11 that's where this squash is. Yeah. Yeah.

12 MR. BUNNELL: Yeah. Yeah, went through
13 several iterations of ownership.

14 MR. EVANS: It did. Yes. Yeah. I don't even
15 know what it is today.

16 MR. BUNNELL: Yeah. So we've got East Banc,
17 East Banc Technologies, Squash On Fire. Any other
18 Anthony Linea entities that come to mind?

19 MR. EVANS: No.

20 MR. BUNNELL: Okay. Those are the -- so when
21 you think of his businesses, those are the ones you
22 think of?

1 MR. EVANS: Correct.

2 MR. BUNNELL: Okay. And was he a client of
3 Pat Boggs at any point that you know?

4 MR. EVANS: No.

5 MR. BUNNELL: Okay. How about Manatt?

6 MR. EVANS: No.

7 MR. BUNNELL: So those three entities that I
8 just mentioned, East Banc, East Banc technology Squash
9 On Fire. They each became NSC (ph) consulting clients
10 at some point?

11 MR. EVANS: Correct.

12 MR. BUNNELL: So how -- that all happened at
13 the same time, each of them?

14 MR. EVANS: Yes.

15 MR. BUNNELL: Okay. So how did that
16 originate?

17 MR. EVANS: Sat down with Anthony told him I
18 started up this company. So I wanted to know if he
19 would be interested in being a client of mine, we
20 talked about it and thought, yeah, that might make some
21 sense. And by then I had done some other clients.

22 MR. BUNNELL: Uh-huh.

1 MR. EVANS: So I had my consulting agreement,
2 I explained the whole retainer type situation where
3 we're going to undergo an agreement, would be on a
4 retainer basis, if you need my help call me up and I
5 would help you out on a specific project, things we've
6 talked about up till now. And we entered into an
7 agreement with each of those. There were each a little
8 bit different, again, technologies, does technology
9 stuff. East Banc is bigger ones. Squash On Fire is
10 the squash. Eventually we decided, since we were not
11 doing a whole lot of stuff other than just consulting,
12 talking on East Banc and East Banc Technologies that
13 Squash On Fire had some potential. We were trying to -
14 - they are still not with them obviously, and we're
15 trying to get the World Cup of Squash Championship here
16 next summer.

17 And since I am a squash player and a well-
18 known personality in the region that I could be helpful
19 to them in attracting interest in the tournament, et
20 cetera. So we channeled or we rolled everything into
21 that. So Squash On Fire became the client, and that's
22 what's...

1 MR. BUNNELL: So the services that are
2 contemplated by each of the entities were a little bit
3 different?

4 MR. EVANS: Again, start with the retainer.
5 You know, again we're always struggling with that
6 concept of the unwritten self, you need me, you call
7 me. And so but the services would be different in the
8 sense that technologies -- specific, more specifically
9 East Banc's broader. But...

10 MR. BUNNELL: And that's Squash On Fire would
11 be pretty specific?

12 MR. EVANS: Yeah, pretty specific as Squash On
13 Fire. But more or less, again the service I was
14 providing -- I should have brought my plaque, it's on
15 my wall. My grandfather was an attorney, as was my
16 uncle, and they had it in their office, and now it is
17 in my counsel office. And it's Abraham Lincoln, and
18 what it says is -- and attorney's advice -- let me get
19 this right, attorney's time and advice are his stock in
20 trade. Time and advice, you know, talking about
21 writing things down or anything, it's time and advice.
22 And so that's the concept that I'm still trying to get

1 across. He would come to me for advice for what I knew
2 about the region, et cetera. That's what I was
3 offering in my retainer agreement. And so that's what
4 I was offering in this as well. Tim and advice are his
5 stock in trade. I was going to bring that up and I
6 forgot, Abraham Lincoln.

7 MR. BUNNELL: We have it on the record now.
8 So I don't whether we get it -- want to get too deep
9 into the weeds, but why don't we look at the tab 63,
10 just to make sure we identify these for the record.

11 MR. EVANS: Okay. Okay.

12 MR. BUNNELL: So this appears to be the
13 service agreement between -- I'm looking at the first -
14 - I guess the first divider of tab 63, right?

15 MR. EVANS: Right.

16 MR. BUNNELL: It's a service agreement between
17 NSE consulting and East Banc and it's entered into as
18 of November 1, 2016.

19 MR. EVANS: Okay. Uh-huh.

20 MR. BUNNELL: Is that the earliest one.

21 MR. EVANS: I don't know.

22 MR. BUNNELL: Was there any -- did you have

1 any prior business relationships with him?

2 MR. EVANS: Oh, no. No, I didn't.

3 MR. BUNNELL: Okay.

4 MR. EVANS: And that's one of the other
5 agreements just earlier dated, but no.

6 MR. BUNNELL: No, I think they're actually...

7 MR. EVANS: Well, at the same.

8 MR. BUNNELL: Initially dated that same date.

9 MR. EVANS: No, this -- that's it. This is
10 it.

11 MR. BUNNELL: Though, I think the way they're
12 stacked here we've got the extensions behind the blue
13 pages. And...

14 MR. EVANS: Yeah, I don't know.

15 MR. BUNNELL: If you go to tab 64, there's
16 another one. You got a tab 65 there is another one.

17 MR. EVANS: Okay. Got you.

18 MR. BUNNELL: Did anybody -- do you recall
19 anybody helping you with the negotiation of this?

20 MR. EVANS: The only person -- I don't. But
21 the only person who might have is Bill Jarvis (ph), and
22 his memory about this would be better than mine. So,

1 but -- I don't know what Bill helped me with and what
2 he didn't help me with. This is November. This is
3 around the beginning time when I was doing these
4 things. So maybe we -- I think he helped with Rusty on
5 Forge (ph) and then I took that one and did this one or
6 maybe helped with this one. I -- but you got the
7 drift. I don't know.

8 MR. BUNNELL: But you didn't hire a law firm
9 or a lawyer --

10 MR. EVANS: No. No, no, no, no.

11 MR. BUNNELL: -- to negotiate the language for
12 you or anything like that?

13 MR. EVANS: You remember -- we got this from
14 the guy and used it and he helped me -- Billy helped me
15 kind of fine tune it a little better. And that's it.
16 There was nobody else involved in this stuff. And then
17 when you say negotiating, it was really no negotiating
18 incentives, the agreement, you know, okay, that looks
19 good and we've changed a couple things, sign it, and
20 off we go.

21 MR. BUNNELL: How about the retainer fee? So
22 if we look at first one, tab 63. If you go to the

1 second page, it says fee -- it says NSC's compensation,
2 you see there in the middle of the page?

3 MR. EVANS: Yeah. Absolutely.

4 MR. BUNNELL: These -- it's an annual retainer
5 fee of \$5,000 paid monthly.

6 MR. EVANS: Right.

7 MR. BUNNELL: At 416.66 per month.

8 MR. EVANS: Yeah.

9 MR. BUNNELL: So that's a different, I mean,
10 the other NSC consulting contracts that we've looked at
11 earlier were larger amounts. How did -- where did the
12 \$5,000 come from, do you remember?

13 MR. EVANS: That one I don't know.

14 MR. BUNNELL: Okay.

15 MR. EVANS: One was 5,000, ones was something
16 else and one was something else.

17 MR. BUNNELL: Yeah. It was...

18 MR. EVANS: Right. And again, remember what I
19 told you guys. I'm starting out in business, I've
20 never done this before, you know, don't you get a
21 retainer on a monthly basis, that kind of makes sense,
22 will do on a monthly basis. So we'll get a check for

1 \$416.66 a month that lasted about 3 months. This is
2 ridiculous, you know, what are we doing? And then we
3 converted to just take 5,000 a year. And then we won't
4 have this problem. And the other ones I think were the
5 same way. I think we converted those after a couple of
6 months to a semi-annual, and then we rolled it all into
7 one.

8 MR. BUNNELL: You were trying to get it
9 simpler?

10 MR. EVANS: Yes.

11 MR. BUNNELL: Going forward?

12 MR. EVANS: It just made no sense to do 416.

13 MR. BUNNELL: Why not just do one agreement
14 for all of the things that Anthony might need help in.

15 MR. EVANS: We ended up doing that. Squash On
16 Fire. So, yes. That's how we ended up. Again, keep
17 in mind, you're dealing with somebody who never did
18 this before. Start now kind of feeling my way along,
19 and that's why we ended up what we did.

20 MR. BUNNELL: Do you know whether Anthony
21 Linea had hired a consultant like you before for any of
22 this real estate issues or technology issues or squash

1 issues?

2 MR. EVANS: I don't know.

3 MR. BUNNELL: Did he have anybody sort of
4 negotiating on his behalf?

5 MR. EVANS: Not that I'm aware of. I mean, I
6 just dealt with Anthony.

7 MR. BUNNELL: Was there anyone else from the
8 company that was with him?

9 MR. EVANS: Oh, maybe his son, Philippe, might
10 have been involved a little bit. Yeah.

11 MR. BUNNELL: Yeah.

12 MR. EVANS: But I just dealt with Anthony
13 though.

14 MR. BUNNELL: You mostly just dealt with him.

15 MR. EVANS: Yeah, I did. I did. Yeah.

16 MR. BUNNELL: I know Philippe because I
17 performed his wedding at my office.

18 MR. EVANS: You can do weddings as a council
19 member?

20 MR. BUNNELL: I've done six of them and all
21 six are still married. I did the very first gay
22 wedding in the District of Columbia when the law became

1 that we were allowed to do that, yeah, so.

2 MR. BUNNELL: It's interesting. I didn't know
3 that. It's an interesting fact. I think given my
4 current role I have to ask a follow-up question. Do
5 you get paid when you do this?

6 MR. EVANS: No. Never thought about that.

7 MR. BUNNELL: Going to see if I can shortcut
8 some of this.

9 MR. EVANS: Okay.

10 MR. BUNNELL: Have you spoken to Anthony Linea
11 since the Mulvaney (ph) investigation started in July.

12 MR. EVANS: I saw him in an event in the last
13 couple of months and said hello, just spoken. Beyond
14 cordial? No.

15 MR. BUNNELL: Yeah. He happen to explain to
16 you why he is reluctant to talk to us?

17 MR. EVANS: No. I've had no conversation with
18 anybody about anything. I think, I told you that I
19 think, I just...

20 MR. BUNNELL: Yeah. And since we've last
21 spoken have you had any communications with anybody
22 encouraging or discouraging them from cooperating with

1 the investigation that Mulvaney is conducting?

2 MR. EVANS: No. I have not.

3 MR. BUNNELL: Let's go to -- well, actually,
4 let me just clean up a couple of little things. Did
5 anybody in your office staff, principally Shannett (ph)
6 or any of the other employees that you had in the
7 office, assist the Anthony Linea with any of the
8 administrative aspects of NSC consulting agreements?

9 MR. EVANS: No.

10 MR. BUNNELL: So invoices, checks.

11 MR. EVANS: Well, again the only person who
12 would have -- Shannett would have typed up the
13 agreement initially.

14 MR. BUNNELL: Initially.

15 MR. EVANS: And maybe if I send out invoices
16 would have typed up the invoice. But that's it, no,
17 nothing beyond what we've already talking about.

18 MR. BUNNELL: If you went through -- there's
19 an amendment to the service agreements and there is
20 extension of the service agreement. So there's a --
21 just for Anthony Linea's entities there maybe a dozen,
22 at least 9 or 10 documents. So those are all documents

1 that Shannett presumably assisted at some point?

2 MR. EVANS: Correct. She typed them up.

3 MR. BUNNELL: And the conflict of interest
4 provision. We talked about this a little bit before.
5 If you look at the first tab, 63.

6 MR. EVANS: Yeah.

7 MR. BUNNELL: The bottom of the first page,
8 there's a conflict of interest process. And this
9 appears to be the same language that Bill Jarvis
10 recommended earlier.

11 MR. EVANS: Okay.

12 MR. BUNNELL: I'll just represent that to you.

13 MR. EVANS: Okay.

14 MR. BUNNELL: We can see it spills over to the
15 next page.

16 MR. EVANS: I do.

17 MR. BUNNELL: And it has a provision that will
18 sure that your client understands that you're going to
19 recues yourself from any vote of the council that
20 involves a matter that you're providing services to the
21 client on?

22 MR. EVANS: Right.

1 MR. BUNNELL: And then in addition, you're
2 going to notify the client, if the client is asking you
3 to do something that might create or would create a
4 conflict of interest or violate some other ethics rule,
5 right?

6 MR. EVANS: Right.

7 MR. BUNNELL: So we've talked about the
8 origins of that. So if we go to -- again, behind tab
9 63, the next blue sheet, there's a extension or
10 actually an amendment, it just changes the payment
11 frequency really.

12 MR. EVANS: Okay. This is what I was talking
13 about, yeah.

14 MR. BUNNELL: You talked about that, yeah.

15 MR. EVANS: All right.

16 MR. BUNNELL: Then you flip to the next blue
17 divider.

18 MR. EVANS: Right.

19 MR. BUNNELL: And this is an extension of
20 services entered into as of January 1, 2018, right?

21 MR. EVANS: Yup, right.

22 MR. BUNNELL: And you flip to the second page

1 of that --

2 MR. EVANS: Yeah.

3 MR. BUNNELL: -- there's a conflict of
4 interest process paragraph there?

5 MR. EVANS: Yes.

6 MR. BUNNELL: Paragraph e, little e. It has
7 some additional language in it that wasn't in the first
8 conflict of interest clause that we just talked about,
9 right?

10 MR. EVANS: Yes.

11 MR. BUNNELL: And we sort of covered this, but
12 specifically with respect to this relationship with
13 Laniya (ph) and his entities, do you have any
14 recollection where this new language came from?

15 MR. EVANS: Yeah. I think we talked about
16 this. I mean, it evolved over time from --

17 MR. BUNNELL: Yeah, we talked generally about
18 it. I'm just trying to say specific -- do you have any
19 specific recollection of any discussions about --

20 MR. EVANS: No. No.

21 MR. BUNNELL: -- East Banc and this language,
22 was there a particular concern for East Banc with the

1 engaging and lobbying or something like that?

2 MR. EVANS: No. This -- I'm guessing, but I
3 assume this had evolved at this point and this time I
4 took the newest conflict of interest language that we
5 were using, put it into this agreement.

6 MR. BUNNELL: Okay. All right. So just I
7 could save us time, we've got a couple more of these.

8 MR. EVANS: Yeah.

9 MR. BUNNELL: Is your recollection with
10 respect to the evolving conflicts language the same or
11 would it be helpful to go through them one by one?

12 MR. EVANS: No, it's the --

13 MR. BUNNELL: To see if it refreshes your
14 recollection.

15 MR. EVANS: It's the same.

16 MR. BUNNELL: Okay. And when you say it's the
17 same you mean that it was something that evolved how,
18 well, I mean, where did that additional language come
19 from recognizing it's generic or general, but...

20 MR. EVANS: From Bill Jarvis (ph).

21 MR. BUNNELL: Okay. You recall a conversation
22 in which he suggested this or did he send it to you or...

1 MR. EVANS: I don't recall anything --
2 specific conversation or sending to other than he
3 suggested that this is what I used and I used it. And
4 I don't remember even which one and we talked about it
5 less...

6 MR. BUNNELL: Yeah. I know it's confusing
7 because they're a lot of them, yeah.

8 MR. EVANS: Yeah. And so at whatever point
9 this became the language, that's when it became the
10 language and that's what I used.

11 MR. BUNNELL: And I'm not trying to put words
12 in your mouth, but it sounds like what you're saying is
13 that you don't have a specific recollection, but if --
14 you believe it may have come from Bill Jarvis, is that
15 a fair...

16 MR. EVANS: Correct.

17 MR. BUNNELL: Was it the product of any advice
18 that you got from Bega (ph) or the general counsel of
19 the council?

20 MR. EVANS: No.

21 MR. BUNNELL: Did you go back to them -- let
22 me say then -- did you go -- so initially when you set

1 up NSE Consulting, there's an exchange of memos between
2 you and I think it's Avon Afrus (ph) at the time about
3 I want to set this up and I want to do it right, she
4 sort of responds, "If you follow the rules, you will be
5 okay," something to that effect, remember that
6 exchange?

7 MR. EVANS: Yes.

8 MR. BUNNELL: So as the business evolved and
9 matured a bit and your language around the conflicts
10 changed, did you go back to the general counsel at any
11 point?

12 MR. EVANS: No.

13 MR. BUNNELL: Let's see this one. Just one
14 more of these I want to touch on, tab 65. Okay. Tab
15 65 are the agreements that are specific to Squash on
16 Fire, right?

17 MR. EVANS: Okay.

18 MR. BUNNELL: So the first one is November 1,
19 2016.

20 MR. EVANS: Okay.

21 MR. BUNNELL: When you flip to the next page
22 or the next divider, there's an extension and in the

1 services section by the way it's sort of the general
2 services language that you've been using here --

3 MR. EVANS: Okay.

4 MR. BUNNELL: -- information advice regarding
5 the Metropolitan Washington, D.C. business community,
6 including strategic issues relating to jurisdictional
7 competition, transportation, and real estate; including
8 landlord introductions and their requested liaising
9 with landlords, okay. By the way did you do -- did you
10 provide any landlord introductions for Anthony Laniya
11 (ph)?

12 MR. EVANS: No.

13 MR. BUNNELL: All right. Then we get to the
14 next half or the next -- not the tab, next divider
15 behind tab 65. And this is a service agreement dated
16 July 1?

17 MR. EVANS: Yeah.

18 MR. BUNNELL: 2018?

19 MR. EVANS: Yeah.

20 MR. BUNNELL: With Squash on Fire. And if you
21 look at the services there, it says, "Services which
22 shall include without limitation, information and

1 advice regarding the 2019 Squash World Championships
2 Games --

3 MR. EVANS: Yeah.

4 MR. BUNNELL: -- be held in Washington D.C."

5 MR. EVANS: Yeah.

6 MR. BUNNELL: So that's a separate agreement
7 that's specific to the squash tournament then, right?

8 MR. EVANS: Yeah.

9 MR. BUNNELL: And it has a \$25,000 annual
10 retainer fee.

11 MR. EVANS: Correct.

12 MR. BUNNELL: So that's a much more focused
13 set of services than your prior services. Did you do
14 anything that you can recall in connection with the
15 squash tournaments specifically?

16 MR. EVANS: Yes. We had a conference call
17 every Monday and...

18 MR. BUNNELL: Who is we?

19 MR. EVANS: Myself and fellow who is running
20 the -- that there was a bunch of us on the phone, I
21 don't know who everybody is right now, but there --

22 MR. BUNNELL: Okay.

1 MR. EVANS: -- was myself, the gentleman who
2 runs the squash club. Anthony was on the call
3 sometimes, Felipe (ph) sometimes. And then there was a
4 board of directors I believe, so you'd have maybe five
5 or six other people on the call. And we had a call, I
6 don't want to say every Monday, but it was a lot of
7 Mondays.

8 MR. BUNNELL: Okay. So this is a professional
9 squash tournament?

10 MR. EVANS: Yes. I don't -- when you ask me
11 that, I don't know the answer to that.

12 MR. BUNNELL: Is it -- was it men or women or
13 both or...

14 MR. EVANS: I don't know. I think it was both
15 and I think it is professional, but maybe it's amateur,
16 but I do know that.

17 MR. BUNNELL: Okay. So --

18 MR. EVANS: If there is such a...

19 MR. BUNNELL: -- were there issues with the
20 city in terms of licensing or permitting or anything
21 around, I don't know, hosting a squash tournament?

22 MR. EVANS: Not at this point. Whether there

1 would be in the future, whether, you know, it's in '19,
2 so I don't know when -- you know, I'm out of it now so
3 I don't know what's happening. But...

4 MR. BUNNELL: Okay. Well, this is the summer
5 of 2018.

6 MR. EVANS: Yeah. At that point there were no
7 issues with the city.

8 MR. BUNNELL: What were the issues that you
9 would be discussing on a weekly basis?

10 MR. EVANS: Sponsors who would be people who
11 might want to sponsor the tournament. That was one of
12 the issues. Where to have it; I think they decided at
13 the Reagan Building if I'm not mistaken. Yeah, so
14 stuff like that.

15 MR. BUNNELL: Have the squash tournament in
16 the Reagan Building?

17 MR. EVANS: I think that's right.

18 MR. BUNNELL: So you put up a glass court in
19 the middle there?

20 MR. EVANS: Now you're getting into details I
21 don't know, but that was...

22 MR. BUNNELL: Because I don't think they have

1 any squash courts in the building.

2 MR. EVANS: No, they don't. We'd have to
3 build it -- tournament. You'd have to build it. You
4 know in that playfield in the Reagan Building when you
5 always have the lunches, you know, you -- yeah, I think
6 that was the idea is erect whatever needed to be done
7 there.

8 MR. BUNNELL: Kind of what they -- kind of
9 like what they do at Grand Central Station --

10 MR. EVANS: Yeah.

11 MR. BUNNELL: -- when they have those squash
12 tournament up there?

13 MR. EVANS: Yeah. So it's location, sponsors,
14 stuff, whole gamut of things we would talk about as far
15 as the squash -- as far as this was concerned.

16 MR. BUNNELL: Do you recall reaching out to
17 any potential sponsors?

18 MR. EVANS: No, not really. I can't think of
19 anybody. You know, we were kicking around ideas, but I
20 didn't reach out personally, I don't think anybody --
21 not that I think of.

22 MR. BUNNELL: Did you suggest any?

1 MR. EVANS: I suggested Events DC, which is
2 the district's sports thing. Some of the -- I think
3 that's one. I can't remember, you know, Steve it's
4 hard for me remember huge conversations, whether it's
5 rarely names or not.

6 MR. BUNNELL: Okay. So in terms of the nature
7 of the services and the retainer that you had for the -
8 - with Squash on Fire specific to this tournament,
9 would you say this was more of a services agreement in
10 the sense you are actually providing services or was it
11 more of a pure retainer agreement? It seems to be sort
12 of a continuum.

13 MR. EVANS: Well, you know, it's always both.

14 MR. BUNNELL: It's always both?

15 MR. EVANS: Yeah. Certainly this one seemed
16 to be more of a ongoing, you know, we had phone calls
17 providing information services as you said, but that
18 didn't preclude from having -- coming to me and say we
19 have the specific thing we're going to be work on
20 because that's the nature of the retainer agreement.
21 Maybe the retainer agreement was what I was doing.

22 MR. BUNNELL: Well, I guess if you had a pure..

1 MR. EVANS: I'm not sure we..

2 MR. BUNNELL: Well, if you had a pure retainer
3 you would basically be getting paid to be available,
4 right?

5 MR. EVANS: Yeah.

6 MR. BUNNELL: If you had a pure services
7 agreement, and this is my distinction, you would get
8 paid when you provide services, but not if you didn't?

9 MR. EVANS: This would be the retainer.

10 MR. BUNNELL: This bit, it sounds like you
11 actually did provide some services at least with
12 respect to the squash tournament?

13 MR. EVANS: I did.

14 MR. BUNNELL: Okay. So there was a retainer
15 element to it and a services element to it?

16 MR. EVANS: Okay.

17 MR. BUNNELL: All right. With respect to --
18 well, with respect to the East Banc agreement --

19 MR. EVANS: Yeah.

20 MR. BUNNELL: -- not East Banc Tech, not
21 squash, East Banc itself, were there specific services,
22 weekly calls, that you can recall providing or..

1 MR. EVANS: No.

2 MR. BUNNELL: Do you believe that that was
3 more of a retainer agreement and less of a actually
4 doing things kind of agreement?

5 MR. EVANS: Well, when you say actually doing
6 things, conversations that I would have about general
7 business climates is part of that, but yes, that was
8 more of the retainer agreement.

9 MR. BUNNELL: Okay. So...

10 MR. EVANS: Then if you're talking about with
11 this where we have a weekly, monthly calls, correct.

12 MR. BUNNELL: Okay. So you're saying that you
13 do recall having sort of providing advice and counsel
14 for East Banc specifically as opposed to East Banc Tech
15 or Squash?

16 MR. EVANS: I don't know that it was that
17 definitive in what you're trying to say. Well, this is
18 particularly for East Banc, not, you know, that was
19 conversations with Anthony.

20 MR. BUNNELL: Okay. But it was broken up into
21 three different --

22 MR. EVANS: It was.

1 MR. BUNNELL: -- clients, so you didn't track
2 what you were doing in terms of this is East Banc, this
3 is East Banc Tech, this is Squash on Fire, you just
4 sort of think of it as --

5 MR. EVANS: Anthony.

6 MR. BUNNELL: -- Anthony's issues and --

7 MR. EVANS: Correct.

8 MR. BUNNELL: -- and leave it to Anthony to
9 sort out who is going to pay for it?

10 MR. EVANS: Yes.

11 MR. BUNNELL: Again, if I misscharacter -- I'm
12 trying to make this move quickly by summarizing a
13 little bit --

14 MR. EVANS: No, I understand what you said,
15 yeah.

16 MR. BUNNELL: -- but don't just agree if
17 you're not comfortable with my phrase.

18 MR. EVANS: You know, again, the idea when we
19 set this up, Ron (ph) suggested two companies and you
20 can see evolving over time that didn't seem to make as
21 much sense particularly with Anthony is a best example
22 where we terminated the other two agreements, put it

1 all into Squash on Fire. And so if this had been
2 going on maybe that's what would have, well, Rusky (ph)
3 was just foraging I think, yeah. So the idea of just
4 having one company made most sense as things evolved.

5 MR. BUNNELL: The agreement that we've just
6 been looking at, the Squash on Fire one that's specific
7 for the world championship --

8 MR. EVANS: Yeah.

9 MR. BUNNELL: -- it does not appear to have a
10 conflict of interest provision.

11 MR. EVANS: Just noticed that just now and so
12 the only thing that could explain that is the same non-
13 explanation for when we looked at Steve Fisher's (ph)
14 agreement and that didn't have one, right? And I can't
15 explain why it's not in there other than when it got
16 typed up we used an earlier agreement or something of
17 that nature. It should have it in there. If it
18 doesn't I don't know why it doesn't. Remember the
19 Steve Fish (ph) one last week?

20 MR. BUNNELL: I do.

21 MR. EVANS: Well, it didn't have it in it.

22 MR. BUNNELL: I do.

1 MR. EVANS: And this was done at the -- the
2 reason I didn't know till I just looked at it just now
3 and it's the same time period though, right, that --
4 and I think what happened is there were a lot as you
5 pointed out..

6 MR. BUNNELL: You're just looking at the same
7 form and..

8 MR. EVANS: Lots of forms, I'm not typing
9 them, you know.

10 MR. BUNNELL: Okay.

11 MR. EVANS: They type some, give it to me, I'm
12 not focused, I'm -- there's no conflict of interest in
13 here and so it's an oversight.

14 MR. BUNNELL: Okay. Well, I just want to make
15 sure that there wasn't --

16 MR. EVANS: There wasn't a conflict of
17 interest, just take it out.

18 MR. BUNNELL: -- a concern or a problem with
19 the prior language that caused you to want to take it
20 out?

21 MR. EVANS: No.

22 MR. LOWELL: That's kind of weird because then

1 the November 1, 2017, Squash on Fire has one. And then
2 the one that follows on July 1, 2018.

3 MR. EVANS: Doesn't. There was no conscious
4 effort to take that out.

5 MR. BUNNELL: And I believe though one in 2017
6 has different language than the first one.

7 MR. LOWELL: But it has a conflict of interest
8 clause.

9 MR. BUNNELL: Yeah. It has a clause, it's a
10 different clause, but it has --

11 MR. LOWELL: It's the evolutionary.

12 MR. BUNNELL: -- so you have at least three
13 variations. You have the original language; you have
14 this additional language; and you have no language.

15 MR. EVANS: Yes. I just want to stress there
16 was no conscious effort to do anything here as far as
17 these. It evolved to a better one and why it's not in
18 that one, I just can't even tell you. I'm surprised as
19 you are to look at it and it's not there as I was last
20 week.

21 MR. LEVISS: Is there any reason that the July
22 1st, 2018, agreement also drops the time commitment

1 clause? In earlier agreement you specify 5 hours a
2 month for NSE services. There's no time commitment
3 clause at all in the '18 one.

4 MR. EVANS: I don't know.

5 MR. LEVISS: Did you provide additional
6 services under the July 1st, 2018, agreement besides
7 these weekly conference calls?

8 MR. EVANS: I went down and played squash.
9 I'll be honest with you, I joined the club and went
10 down and played squash. Yeah. So I was going to be a
11 part of this tournament in a way, but I don't know what
12 role I would play, but whatever it is, so, yeah.

13 MR. LEVISS: About how often did you do that?

14 MR. EVANS: Once.

15 MR. LEVISS: Once?

16 MR. EVANS: And I realized I'm not the man I
17 used to be.

18 MR. LEVISS: It happens sadly. Any other
19 services under this agreement?

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

21 MR. LEVISS: This being the last..

22 MR. EVANS: The last..

1 MR. LEVISS: The July 1st, 2018, service.

2 MR. LOWELL: Squash on Fire?

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

4 MR. BUNNELL: All right. In terms of the D.C.
5 government with respect to Anthony Laniya's various
6 entities, do you recall communicating or meeting with
7 anybody in the D.C. government about any of Anthony's
8 issues?

9 MR. EVANS: During what time period?

10 MR. BUNNELL: During the time period that you
11 were providing NSE Consulting services to these various
12 entities? So we're talking fall of 2016 till...

13 MR. EVANS: With the D.C. government about
14 anything involving Anthony?

15 MR. BUNNELL: Mayor's office, deputy mayor's
16 office --

17 MR. EVANS: About stuff --

18 MR. BUNNELL: -- DCRA?

19 MR. EVANS: -- with NSE or about other stuff?

20 MR. BUNNELL: Well, let's -- what I see is a
21 pretty broad umbrella because it's sort of -- it's kind
22 of everything. So let's just make it any problems

1 relating to those three businesses that involved the
2 D.C. government?

3 MR. TUOHEY: You mean under a constituent
4 services approach or...

5 MR. EVANS: That's what I'm trying to
6 distinguish.

7 MR. BUNNELL: Well, however I -- we can...

8 MR. LOWELL: Wait, can we sort this out in
9 specifics?

10 MR. BUNNELL: Yeah. I'm trying to be general.

11 MR. EVANS: So the first question, can you
12 state it again?

13 MR. BUNNELL: During this period of time that
14 we've been discussing, which I'll put as November 2016,
15 which was the date of the first agreement --

16 MR. EVANS: Okay.

17 MR. BUNNELL: -- with the East Banc, East Banc
18 Technology and Squash on Fire entities through
19 whenever, I guess, it would be July '19 -- July 2019
20 would be when the last...

21 MR. EVANS: June 30th of '19 it expired,
22 right.

1 MR. BUNNELL: Okay. So during that almost 3
2 years -- 2 years and 9 months or 7 months, whatever it
3 is, 6 months, did you have occasion to communicate with
4 the mayor's office, the deputy mayor's office, OCTO,
5 any other component of the D.C. government regarding
6 issues that Anthony Laniya's entities had with D.C. is
7 that -- I'm trying to...

8 MR. LOWELL: No, that was good, that was good.
9 That was good.

10 MR. EVANS: If you showed me something I could
11 tell you yes or no.

12 MR. BUNNELL: Okay. No, that's...

13 MR. LOWELL: I think the right documents, so.

14 MR. EVANS: Yeah. Yeah.

15 MR. BUNNELL: Yeah. I'm not trying to play --
16 I'm not trying to play got you. I'm just trying to see
17 if you have --

18 MR. LOWELL: I think the answer is yes. I
19 think the...

20 MR. BUNNELL: -- any general recollection or
21 there's anything specific that kind of comes to mind.

22 MR. EVANS: Nothing specific comes to mind,

1 but the answer is probably yes.

2 MR. BUNNELL: Probably yes, okay.

3 MR. EVANS: Yeah. Because we run into this
4 conundrum again Anthony could have contacted my office
5 for constituent thing that I didn't necessarily see or
6 get involved in that went to Sherry (ph) or whoever
7 would have handled it and it happened. Or maybe I did
8 see it and just didn't think much about it once we've
9 signed or however that works.

10 MR. BUNNELL: Okay. Let's look at tab 66.

11 MR. EVANS: Okay. All right.

12 MR. BUNNELL: And this is a committee report
13 from the committee of the whole, it's dated November
14 14, 2016. The subject is a report on a bill 21-848.
15 And its title is, "West End Parcels Development Omnibus
16 Amendment Act of 2016."

17 MR. EVANS: Yeah.

18 MR. BUNNELL: Give you a chance just to --

19 MR. EVANS: Okay. I'm ready.

20 MR. BUNNELL: -- familiarize yourself with
21 that. And if you flip to the third page, actually back
22 one page from where you are I think, where it says,

1 "Summary of testimony."

2 MR. EVANS: Yeah.

3 MR. BUNNELL: And then one of the individuals
4 that testified was somebody named Jen Weber (ph).

5 MR. EVANS: Yeah.

6 MR. BUNNELL: She testified in support of the
7 bill. And she is a development manager at East Banc,
8 right?

9 MR. EVANS: I don't know her, but that's what
10 it says.

11 MR. BUNNELL: That's what it says. So do you
12 have any recollection of this piece of legislation,
13 what this issue was over? And feel free if you want to
14 take a few minutes to look at it.

15 MR. EVANS: No, I know what the issue was. Do
16 I have a recollection of it sitting here now, no. But
17 now that I look at it, I remember this was the West End
18 project, I think I mentioned to you this, the fire
19 station, the library et cetera.

20 MR. BUNNELL: Yeah.

21 MR. EVANS: And so that was done by this time.

22 MR. BUNNELL: Right.

1 MR. EVANS: And I think this -- just reading
2 it, it's something about the fund was established back
3 in 2010 and what does this do for the fund, I don't
4 know what it does, whatever it does for the fund. But
5 I don't have a specific recollection of what the
6 legislation does.

7 MR. BUNNELL: If you flip..

8 MR. EVANS: Without reading it.

9 MR. BUNNELL: Yeah. I understand. And this
10 is a few years ago. If you flip back a few pages,
11 you'll see a letter from Mayor Bowser.

12 MR. EVANS: Okay.

13 MR. BUNNELL: To Phil Mendelson (ph),
14 September 16, 2016.

15 MR. EVANS: Yeah. Yeah.

16 MR. BUNNELL: And it relates to the same piece
17 of legislation. And the second paragraph says it's
18 going to amend previous piece of legislation to
19 explicitly authorize the non-lapsing West End Library
20 and fire station maintenance fund to be used solely to
21 fund supplemental maintenance services, common area
22 maintenance, insurance, or capital improvements for the

1 West End Library and West End fire station.

2 MR. EVANS: Okay. Sure.

3 MR. BUNNELL: So it's -- as I understand it,
4 it's sort of clearing the way to have money spent.

5 MR. EVANS: I am guessing what this does is
6 clarify an ambiguity in the legislation. And that's
7 not uncommon --

8 MR. BUNNELL: Okay.

9 MR. EVANS: -- that you do something and then
10 5 years later said, oh God, it should have been written
11 this way instead of that way, and just correct...

12 MR. LEVISS: It was a technical...

13 MR. EVANS: Almost a technical amendment, I
14 was going to say that exactly. That's what this looks
15 like.

16 MR. BUNNELL: And if you flip a little farther
17 into the pages there, there's a memo from Jeffrey (ph)
18 to -- do you mind if we keep going?

19 MR. EVANS: Yeah. Okay.

20 MR. BUNNELL: It's -- yeah.

21 MR. EVANS: It's a fiscal impact statement?

22 MR. BUNNELL: Exactly.

1 MR. EVANS: Okay.

2 MR. BUNNELL: Dated September 1, 2016.

3 MR. EVANS: Yeah. Yeah.

4 MR. BUNNELL: And if you go over on the second
5 page at the end there, it says "Financial plan impact."

6 MR. EVANS: Yeah.

7 MR. BUNNELL: The second sentence, there's a
8 fiscal year 2017 through fiscal year 2020 budget and
9 financial plan includes approximately \$4.5 million in
10 deed and recordation of taxes that will be dedicated
11 for the West End Library and fire station maintenance
12 fund over the financial plan period. So that seems
13 like a substantial amount of money that's involved
14 here, right? \$4.5 million?

15 MR. EVANS: Well, you know, I don't know,
16 Steve, without reading this. Is that the 4.5 for the
17 entire project over the 10 years? Just for this
18 project, I don't.

19 MR. BUNNELL: I don't know -- f you have any
20 recollection? The exact details are really --

21 MR. EVANS: I don't.

22 MR. BUNNELL: -- not our concern, it just -- I

1 was struck that that's a big number. But maybe you
2 tell me that that doesn't seem like a big number, I
3 don't know.

4 MR. EVANS: I don't know.

5 MR. BUNNELL: Okay. So do you have an
6 understanding of what East Banc's interest in this
7 would be?

8 MR. EVANS: In the legislation?

9 MR. BUNNELL: Yeah.

10 MR. EVANS: Yeah.

11 MR. BUNNELL: Yeah. Could you explain that?

12 MR. EVANS: No. I'm not sure I'll get it
13 right. I mean...

14 MR. BUNNELL: Well, you explain your
15 understanding. I understand it may not be...

16 MR. EVANS: East Banc developed the entire
17 project.

18 MR. BUNNELL: Right.

19 MR. EVANS: And so this fund appears to be
20 maintenance fund for that project. And it appears that
21 way it was originally written didn't enable you to
22 spend the money. And this is the technical correction

1 that allows that to happen. That's my guess.

2 MR. BUNNELL: Okay. So maybe I'm -- I may not
3 understand the nuances of this. But it sounds like
4 this piece of legislation would help maintain the
5 firehouse, which is literally underneath the squash
6 courts, right?

7 MR. LOWELL: When you say this piece, the
8 piece that was done 5 years earlier that this is an
9 amendment to or both or what?

10 MR. BUNNELL: Both. Both.

11 MR. EVANS: Again, I can say that I don't know
12 that it's right. And I don't want to find myself being
13 corrected on it. So I assume that that's right.

14 MR. BUNNELL: Okay. No, I mean you were
15 consulting with them during this time, so --

16 MR. EVANS: Yeah.

17 MR. BUNNELL: -- I'm just trying to get an
18 understanding of what your understanding of what they
19 were trying to accomplish was.

20 MR. LOWELL: Wait, I'm sorry.

21 MR. BUNNELL: I'll withdraw the question.

22 MR. LOWELL: You said that -- no, you don't

1 have to withdraw, I just want to make sure that that's
2 correct.

3 MR. EVANS: I wasn't consulting on this.

4 MR. LOWELL: You were -- yeah, your
5 implication was that he was consulting with East Banc
6 about this at the time, which meant I think was during
7 part of this time he had a consulting agreement when he
8 was paying for the services that he's described.

9 MR. BUNNELL: Right. Correct. Okay. That is
10 a more precise way of saying. But did you recuse from
11 this issue when it came before the council? This issue
12 being this amendment in 2016?

13 MR. EVANS: No.

14 MR. BUNNELL: Do you recall taking action on
15 it other than voting? Well, let me ask you, do you
16 remember voting on it?

17 MR. EVANS: No.

18 MR. BUNNELL: Do you know if you did vote on
19 it?

20 MR. EVANS: I'm sure I did, but I don't know
21 when.

22 MR. BUNNELL: You don't have a specific

1 recollection?

2 MR. EVANS: No.

3 MR. BUNNELL: Did you take any other action in
4 connection with this issue?

5 MR. EVANS: No. I mean, it stated the
6 committee report, November 14th. They became a client
7 November 1st. So I don't even know if this was done
8 prior to them being a client. Given this committee
9 report, I have no idea.

10 MR. BUNNELL: I'll just represent to you that
11 it appears that the council actually voted on the bill
12 in December 2016.

13 MR. EVANS: Oh, okay. Okay. All right. So
14 it would be like a month after they became a client.
15 But no, I don't.

16 MR. BUNNELL: Let's go to tab...

17 MR. EVANS: This falls into the -- that
18 project is a long-term project that I supported over
19 the years. This falls into that which we -- my
20 original, this falls into that.

21 MR. LOWELL: That meaning what?

22 MR. EVANS: Something I supported for 10 years

1 or 15 years -- 10 years, you know, a project that in my
2 ward that has been done. And this looks like a
3 technical amendment.

4 MR. BUNNELL: This is ward 2 where this...

5 MR. EVANS: Yeah, this is a technical
6 amendment to something that had been completed back
7 years before. That's my -- that would be my guess of
8 what this is.

9 MR. BUNNELL: So as a result of that, you
10 didn't -- in terms of your perception of it being a
11 concern, that was not something -- you didn't see it.
12 You said you know when you see it, this didn't meet
13 that test as far you are concerned?

14 MR. EVANS: No. No.

15 MR. BUNNELL: All right. Let's go to tab 86,
16 which is in the supplemental. And I'm sorry if I'm
17 going too fast, you just say -- I'll give you a second
18 to look at that e-mail. Gentlemen, do we have a hard
19 stop?

20 MR. LOWELL: No, we said you'd be done well
21 within 3 hours more, right?

22 MR. BUNNELL: Well, I don't think...

1 MR. LOWELL: You're telling me not? I'm
2 sorry, I'm shocked. Go ahead. How much time do you
3 need? You want to go...

4 MR. BUNNELL: You are -- no, I was just asking
5 if you had a hard stop.

6 MR. LOWELL: We expected at 12:30 we'd be
7 done.

8 UNIDENTIFIED SPEAKER: I thought you were
9 going to be done today by 12:00, 12:30.

10 MR. BUNNELL: Well, we got a late start. We
11 actually had a little -- we had a little more going on
12 today. I'm just trying to understand how much time
13 we've got. I'm not suggesting we need more time.

14 MR. LOWELL: Steve, we'd like to end it today.

15 MR. BUNNELL: I understand that. I understand
16 that.

17 MR. LOWELL: We're not going to put a hard 15-
18 minute thing, but...

19 MR. BUNNELL: I was just asking as a
20 professional courtesy.

21 MR. LOWELL: Yeah. I appreciate the courtesy.
22 I'm just -- I was under the impression given -- you're

1 talking about Anthony Laniya, and you said something
2 about some last person that there wasn't a lot of
3 activity. Then you said you had some questions about
4 financial records, that this would well be done in 3
5 hours, but if you're not, you're not.

6 MR. BUNNELL: Well, I appreciate your interest
7 in having it done soon. We're not interested in
8 dragging it out either.

9 MR. LOWELL: Hold on, I'm not suggesting
10 dragging. Maybe my reaction, you're taking it too
11 seriously. I just was under the impression given what
12 you'd said last time you'd be done in 3 hours. If
13 you're not, you're not. You can take as much time as
14 you need.

15 MR. BUNNELL: Mr. Evans, have you had a chance
16 to look at tab 86?

17 MR. EVANS: I have.

18 MR. BUNNELL: Okay. So just for the record,
19 it appears to be an e-mail from Windy Rahim to Rosalind
20 McKlein (ph). You're CCed on it, right?

21 MR. EVANS: Yes.

22 MR. BUNNELL: It's dated 2/8/2017 and the

1 subject is "East Banc Technology"?

2 MR. EVANS: Yes.

3 MR. BUNNELL: Who's Rosalind McKean (ph) or
4 McKlein?

5 MR. EVANS: I don't know.

6 MR. BUNNELL: The e-mail -- and Windy Rahim is
7 your legislative assistant and scheduler during this
8 period of time, is that right?

9 MR. EVANS: The latter, not the former. She's
10 my scheduler.

11 MR. BUNNELL: Okay. Her title at the -- on
12 the e-mail says legislative assistant. That's fine.

13 MR. EVANS: No, yeah, that, you know, there
14 you go. All right. She's my legislative assistant,
15 then on my schedule.

16 MR. BUNNELL: All right. So this is an e-mail
17 from Windy to Rosalind or Ros (ph) saying "Great
18 speaking with you. Here's a breakdown at East Banc
19 Technology communications per your request. And
20 there's sort of a chronology of interactions between
21 the CTO of the city, the CIO of the city and some other
22 individuals. And then if you go through the -- if you

1 get to the lower part of the e-mail, it says
2 Councilmember Evans is requesting this meeting on
3 behalf of East Banc, and the suggested date for the
4 meeting is February 21 at noon here in Mr. Evans'
5 council office. And then the attendees are going to be
6 some people from East Banc Technology, right? You see
7 that?

8 MR. EVANS: Yes.

9 MR. BUNNELL: Do you -- this -- reading this
10 e-mail refresh your recollection all about this
11 communication and the proposed meeting?

12 MR. EVANS: You know, really doesn't -- I
13 mean, I don't know. I've had maybe a vague
14 recollection of this.

15 MR. BUNNELL: Okay.

16 MR. EVANS: I don't even know if the meeting
17 ever took place.

18 MR. BUNNELL: Well, I was going to ask you --

19 MR. EVANS: I don't know.

20 MR. BUNNELL: -- do you recall whether the
21 meeting happened?

22 MR. EVANS: This would fall into the category

1 of again, the constituent name. And if you remember
2 last time, and they were constituent services like
3 fixing potholes and there were constituent services
4 like me being the traffic cop, when he needs to have a
5 meeting with somebody, and I arranged those things to
6 happen. This appears to fall into that category that
7 if a constituency, someone calls me. It doesn't even
8 have to be a constituent. You know, my office does --
9 responds to anybody who calls us for anything
10 literally. And so they called they need help with
11 something, we would take care of that. And this kind
12 of from my reading of it, that's what it looks like.

13 MR. BUNNELL: Okay. You flip to the...

14 MR. EVANS: It looks like they were trying to
15 get a meeting. They couldn't get the meeting, is that
16 what it looks like? Because it seems cancelled to --
17 it's not cancelled, with me just meetings kept getting
18 cancelled and they needed to get a meeting. They
19 couldn't seem to get the meeting.

20 MR. BUNNELL: It does appear that there was
21 some scheduling challenges.

22 MR. EVANS: Yeah. Yeah. It's not a meeting

1 that I would be involved in, no, I'm not the one to be
2 in the meeting.

3 MR. BUNNELL: If you flip the next, just the -
4 - behind the blue page --

5 MR. EVANS: Okay. Yeah. Okay.

6 MR. BUNNELL: -- on the next tab, there's
7 another e-mail.

8 MR. EVANS: Yeah. Okay.

9 MR. BUNNELL: It's the same e-mail. At the
10 top, it's the response from --

11 MR. EVANS: Okay.

12 MR. BUNNELL: And it's scheduled in your
13 office.

14 MR. EVANS: Okay.

15 MR. BUNNELL: Who is Archana Vemulapalli?

16 MR. EVANS: I have no idea. She looks like
17 she was the...

18 MR. BUNNELL: CTO, right?

19 MR. EVANS: Yeah.

20 MR. BUNNELL: What's the CTO, that's what,
21 chief technology officer?

22 MR. EVANS: Correct. Office of Chief

1 Technology Officer.

2 MR. BUNNELL: For the city?

3 MR. EVANS: Correct.

4 MR. BUNNELL: So that's OCTO?

5 MR. EVANS: Yes.

6 MR. BUNNELL: And you seeing this doesn't
7 trigger any further recollection of what this was
8 about?

9 MR. EVANS: Just that they wanted to meet with
10 OCTO. They being East Banc Technologies. And what I
11 was trying to do up here is to facilitate that meeting
12 because they were looking like they were having a hard
13 time getting the meeting.

14 MR. BUNNELL: Okay. So are you doing this
15 wearing your councilmember hat, are you doing this
16 since you are NEC consultant hat?

17 MR. EVANS: Councilmember.

18 MR. BUNNELL: And what makes you say that?

19 MR. EVANS: Because this is something that I
20 do as a councilmember, and I've done it before for non-
21 clients for, as I mentioned, you people come to us and
22 need meetings. I think we talked about some, I can't

1 recall what they are, the meeting, putting those things
2 together.

3 MR. BUNNELL: All right. And how about tab
4 87? We're now pretty -- we're forward in time here.
5 November 26, 2018. It's a e-mail from Sherry Kimberly
6 (ph), you forward second meeting with your office.
7 "Tech initiatives" is the subject matter. And she says
8 to you, this is at the top, Felipe wants a follow-up
9 meeting with Jack and me about the tech issues we
10 discussed --

11 MR. EVANS: Okay.

12 MR. BUNNELL: -- a few months ago. Can we do
13 that? You see that?

14 MR. EVANS: Yeah.

15 MR. BUNNELL: So Felipe is Anthony's son?

16 MR. EVANS: Yes.

17 MR. BUNNELL: Do you know what his role is
18 with the company's?

19 MR. EVANS: I don't. He works there. I know
20 that. But what if -- I mean he is vice president or
21 CEO, I don't know what his actual role is, what his
22 title is.

1 MR. BUNNELL: And if you go down the e-mail a
2 bit, the e-mail chain, there's an e-mail from him to
3 Sherry Kimball (ph) there?

4 MR. EVANS: Yeah.

5 MR. BUNNELL: At the bottom of the first page?

6 MR. EVANS: Yeah.

7 MR. BUNNELL: And it's got a list of issues?

8 MR. EVANS: Yeah.

9 MR. BUNNELL: D.C. taxi memo, D.C. food truck
10 regulation, D.C. snow files. Actually if you go -- if
11 you flip over to the next page, so we're going
12 backwards in time there, back to September 2018,
13 there's a slightly longer list of things. And the last
14 thing on it is D.C. Office and Technology and CIO
15 Lamada (ph), this is the only deliverable on your end
16 for now. You were going to research who is currently
17 in those roles and help us set up a meeting with the
18 two offices to discuss the above, et cetera. So --

19 MR. EVANS: Okay.

20 MR. BUNNELL: -- the services that are being
21 requested here of your office, you see those as
22 constituent services or consulting services?

1 MR. EVANS: Definitely constituent. Sherry is
2 the head of my constituent services and the memo is to
3 her.

4 MR. BUNNELL: What did the East Banc
5 relationship and the NSC-East Banc?

6 MR. EVANS: I was going to ask you that.
7 That's a good question. I think it was before this.
8 Because we have to roll it all into one. It ended June
9 30th of '19, so it would have started on July 1st of
10 '18, which predates. So the other one is probably
11 ended by then. And so we wouldn't -- they wouldn't
12 have been a client of mine during this time. I don't
13 know, Steve, you and I.

14 MR. BUNNELL: I mean, the dates are what they
15 are?

16 MR. EVANS: Yeah, that's my guess.

17 MR. BUNNELL: But they just ended by lapsing.
18 It wasn't like a termination --

19 MR. EVANS: Correct.

20 MR. BUNNELL: -- event or letter, right? To
21 have been a 1 year from the date of the --

22 MR. EVANS: That's right.

1 MR. BUNNELL: -- annual retainer.

2 MR. EVANS: That's right. So you probably
3 won't even decline (ph).

4 MR. BUNNELL: All right. Let's move on,
5 EagleBank.

6 MR. EVANS: Okay.

7 MR. BUNNELL: And if at any point there's any
8 clarification or something that you feel we didn't
9 cover that's important, feel free..

10 MR. EVANS: Sure. Sure.

11 MR. BUNNELL: You did some of that at the
12 beginning, I assume you know you can do that. So
13 again, we've talked a bit about Ron Paul and EagleBank
14 before, just so we've got it in one place, just give me
15 a quick capsule of who Ron Paul is and your
16 relationship with him?

17 MR. EVANS: Okay. I've known Ron Paul for a
18 long time. He and Bob Pincus, Bob, who I knew -- who
19 I've known literally 40 years; Bob was the head of the
20 bank, merged with EagleBank, Ron Paul's bank. So I met
21 Ron through Bob. That's how we met. So I've known him
22 for a long time. And came a point in time when I was

1 looking to find other employment and I met with Bob and
2 Ron to see if I could work at EagleBank, you know, and
3 Ron suggested that rather than work for the bank, to
4 set up a consulting company and the idea of NSC
5 Consulting came from that meeting. I set the meeting
6 up -- I mean, I set the company up. Ron was my first
7 client and EagleBank, and then he has a construction
8 company, ABC (ph), I believe it is. So we had two
9 clients. And he's the one who suggested that I model
10 it after the fellow [REDACTED]

11 MR. BUNNELL: And is that [REDACTED] (ph)?

12 MR. EVANS: Yeah, yes, [REDACTED], his name.
13 He gave me -- actually gave me the agreement that he --
14 that somebody had with him, so I used that as the model
15 for my agreement.

16 MR. BUNNELL: Right.

17 MR. EVANS: So that's kind of the history of
18 Ron Paul. And we also shared, Bobby, myself, Bill Hall
19 (ph) and Ron, hockey tickets.

20 MR. BUNNELL: Right.

21 MR. EVANS: So each of us had a quarter of the
22 tickets.

1 MR. BUNNELL: And to the...

2 MR. EVANS: So I knew Ron, yeah.

3 MR. BUNNELL: I'm sorry.

4 MR. EVANS: Go ahead.

5 MR. BUNNELL: And I didn't mean to cut you
6 off.

7 MR. EVANS: No, that's all I have to say. I
8 knew Ron that way as well.

9 MR. BUNNELL: Okay. The initial sort of
10 possibility of you working directly for EagleBank, was
11 that in some particular role, or what would that job
12 have been?

13 MR. EVANS: There wasn't anything beyond that.
14 It's just an idea of mine.

15 MR. BUNNELL: And so what would be the present
16 concept of that role versus the consulting role you
17 ended up doing?

18 MR. EVANS: There's no pros or cons. It was
19 just an idea I mentioned to him when we got together,
20 he said that, you know, this is a better idea.

21 MR. BUNNELL: Okay. And it's better how?

22 MR. EVANS: He didn't say why or not why.

1 MR. BUNNELL: Did you think it made sense as a
2 better idea?

3 MR. EVANS: After I gave it some thought,
4 yeah, because if you have your own consulting company,
5 you can actually have more clients, rather than just
6 working for EagleBank.

7 MR. BUNNELL: So if you look at tab..

8 MR. EVANS: You know, and keep this in mind,
9 you're a lawyer, so you will understand. Maybe all of
10 you. The idea of being on your own, I don't know, it's
11 something that always crosses your mind. Like, I'll
12 give this a shot and this came -- this was my shot.
13 I've known people who've done it. And it's worked and
14 who've done it, it hasn't worked. As a lawyer, you
15 know what I'm talking about.

16 MR. BUNNELL: Yeah, hanging out the shingle.

17 MR. EVANS: Hanging out the shingle, you got
18 it. Yeah, yeah, somebody actually said that to me
19 once, oh, you're hanging out the single. So anyway.

20 MR. BUNNELL: Yeah. It's hard to do today.
21 Abbe might be able to do it. I don't know if the rest
22 of us, when we can.

1 MR. LOWELL: It's tempting.

2 MR. BUNNELL: Tab 88.

3 MR. LOWELL: Right there.

4 MR. BUNNELL: It's in the soft metal book.

5 MR. EVANS: Okay.

6 MR. BUNNELL: So this is the service agreement
7 dated August 1 with EagleBank?

8 MR. EVANS: Yeah.

9 MR. BUNNELL: Right? And if you flip to the
10 second page where it says, "Evans' compensation," by
11 the way, the terms of this, the headings are a little
12 bit different because it refers to Evans' obligations
13 and Evans' compensation, right? Whereas later on, it's
14 NSC?

15 MR. EVANS: Yes.

16 MR. BUNNELL: Okay. So did you ever think of
17 doing this on a personal basis as opposed to a company
18 basis? Or an entity basis?

19 MR. EVANS: By this agreement, it would
20 appear.

21 MR. BUNNELL: No, I'm not trying to play games
22 with you.

1 MR. EVANS: I don't know.

2 MR. BUNNELL: It does say NSC consulting, LLC.

3 MR. EVANS: Oh, it does? Where?

4 MR. LOWELL: No, on the very first..

5 MR. BUNNELL: Jack Evans, yeah.

6 MR. EVANS: Oh, it does. Oh, there. It's --
7 okay.

8 MR. BUNNELL: So I just..

9 MR. LOWELL: Read the agreement before you
10 answer the question.

11 MR. EVANS: I'm sorry.

12 SPEAKER: Yeah, I think really you have to
13 read this stuff.

14 MR. BUNNELL: You need to answer what you
15 know.

16 MR. EVANS: You're absolutely right.

17 MR. BUNNELL: It seems to me there that it's
18 confusing. I don't know what it is.

19 MR. EVANS: Yeah. It's just -- this may have
20 been the first. I don't know -- this is August 1st.
21 Is this the first one..

22 MR. BUNNELL: This is the very first

1 agreement.

2 MR. EVANS: And it seems to me that this --
3 therefore whoever got involved now involved -- but I
4 don't know that. I'm just looking at the chronology.

5 MR. BUNNELL: Yeah. Right. And it also
6 appears that there's some edits or at least with
7 respect to the fees --

8 MR. EVANS: Yeah.

9 MR. BUNNELL: -- somebody crossed out \$25,000
10 and put in \$37,500, right?

11 MR. EVANS: Yes.

12 MR. BUNNELL: Do you -- did you do that?

13 MR. EVANS: It's not my handwriting, so it
14 doesn't appear I did that.

15 MR. BUNNELL: Do you recall how you reached an
16 agreement about the amount of the retainer fee?

17 MR. EVANS: You know, I don't. I don't know
18 how. I'm looking at it. It looks like the two
19 together look like \$50,000, is that right?

20 MR. LOWELL: Which two? I'm sorry.

21 MR. EVANS: 37,500 and 18,750. I don't know.
22 No, that's not even -- yeah.

1 MR. BUNNELL: Those two -- those are not --
2 you're just doing that...

3 MR. EVANS: No, I don't know.

4 MR. BUNNELL: And this agreement, which you
5 recall it being the first one of the NSC agreements?
6 It's dated August 1.

7 MR. EVANS: It appears to be the first one,
8 yes.

9 MR. BUNNELL: Okay. Along with the RDP
10 Management. It does not have a conflict of interest
11 clause, correct?

12 MR. EVANS: Right.

13 MR. BUNNELL: And again, we're going over
14 this, but just specific to the EagleBank, was there any
15 discussion about a conflict of interest clause that you
16 recall?

17 MR. EVANS: No.

18 MR. BUNNELL: Did you have any concern at this
19 point that there would be conflict issues you'd have to
20 manage?

21 MR. EVANS: Yes. I mean, I think that that's
22 internal.

1 MR. LOWELL: Well, we -- to be on the same
2 page, you two are talking about in general when it
3 comes to Ron Paul, does it come to your NSC. What does
4 this question mean to you? And what are you answering?

5 MR. EVANS: Yeah, it's a good question.
6 You're asking me...

7 MR. BUNNELL: I'm asking generally because I'm
8 assuming you don't have a real specific one, but I will
9 ask you -- let's start generally at this point, this is
10 the first one, right?

11 MR. EVANS: Yes.

12 MR. BUNNELL: First of the agreements.
13 There's no conflict of interest clause in the
14 agreement?

15 MR. EVANS: Correct.

16 MR. BUNNELL: So the question is generally at
17 this point, at the outset here, did you have concerns
18 about how you were -- manage potential conflicts
19 issues?

20 MR. EVANS: The answer to that would be I've
21 been under council 20 -- at this point, 20-some years,
22 and have dealt with conflicts, potential conflicts, all

1 of my time on the council, going back to one of the
2 ones we described, when I recused myself on the medical
3 side. So yes, conflict of interest is always on my
4 mind as a councilmember.

5 MR. BUNNELL: And specifically with respect to
6 your discussions with Ron Paul, was it ever an issue
7 that you recall discussing with him?

8 MR. EVANS: Not when I would have discussed
9 with him, but certainly for myself, I'm aware of the
10 conflict of interest provisions and concepts as being a
11 councilmember.

12 MR. BUNNELL: Was Bob Pincus working with Ron
13 Paul at this point on, you know, setting up this
14 relationship, or was it primarily Ron Paul?

15 MR. EVANS: Primarily Ron Paul. I don't know
16 that Bob was involved at all. I didn't have any
17 conversations with Bob, so I don't know.

18 MR. BUNNELL: Are you close -- between the two
19 of them, are you closer to Bob than to Ron?

20 MR. EVANS: Yes.

21 MR. TUOHEY: Steve, before you leave this
22 agreement, you might want to inquire since this is the

1 first one who drafted -- oh, you got this? As opposed
2 to the others you've been through.

3 MR. BUNNELL: Okay. You mentioned that you
4 received a form agreement from -- did it come from Ron
5 specifically?

6 MR. EVANS: Correct. Well, again, now it
7 could be his secretary or something like that.

8 MR. BUNNELL: As opposed to Bob --

9 MR. EVANS: Correct.

10 MR. BUNNELL: -- Bob versus Ron, it came from
11 Ron. And it was a form or was a sample agreement that
12 this [REDACTED]

13 [REDACTED]

14 MR. EVANS: [REDACTED], whatever he is,
15 that it was an agreement.

16 MR. BUNNELL: His consulting agreement.

17 MR. EVANS: His consulting agreement, yes.
18 That was the model.

19 MR. BUNNELL: That was the -- that's what you
20 started with --

21 MR. EVANS: Correct.

22 MR. BUNNELL: -- and then you adapted it to

1 NSC Consulting?

2 MR. EVANS: Yes.

3 MR. BUNNELL: And at this point was Bill
4 Jarvis involved in that?

5 MR. EVANS: At this point -- at some point
6 Bill was. At some point, I showed this agreement to
7 Bill. Now, whether it was August 1st or before or
8 after, I don't recall.

9 MR. BUNNELL: Okay. All right. And then tab
10 89 is the RDP Management Inc agreement?

11 MR. EVANS: Yes.

12 MR. BUNNELL: Same date as the EagleBank one,
13 right?

14 MR. EVANS: Yes.

15 MR. BUNNELL: In fact the document we have at
16 tab 89 is basically a markup of the EagleBank one,
17 right?

18 MR. EVANS: Yes.

19 MR. BUNNELL: The RDP Management agreement has
20 a fee of \$25,000. So it was originally \$25,000, then
21 went to \$37,500. It was EagleBank then went back, it
22 looks like \$25,000, right?

1 MR. EVANS: Yes.

2 MR. BUNNELL: Do you have any recollection of
3 why it was \$25,000 for this agreement and \$37,500 for
4 the other one?

5 MR. EVANS: I don't have a recollection of
6 why.

7 MR. BUNNELL: Where -- did you contemplate
8 providing more services to EagleBank relative to RDP
9 Management?

10 MR. EVANS: Well, again, remember these are
11 retainer agreements. So whatever they needed, I would
12 provide. So I didn't contemplate providing more or
13 less.

14 MR. BUNNELL: Did you think of it as a more
15 valuable retainer for EagleBank and for RDP Management?

16 MR. EVANS: The answer to all these questions
17 is I don't know why one is 25 and one is 37. I just
18 don't, so no matter what you say, I'm not going to be
19 able to say that's the answer.

20 MR. BUNNELL: All right. I just want to give
21 you a chance if there is --

22 MR. EVANS: I don't.

1 MR. BUNNELL: -- if there's some angle on this
2 that I can't --

3 MR. EVANS: No.

4 MR. BUNNELL: -- guess that. All right. Did
5 you do work for EagleBank or RDP Management when you
6 were at either patent box or Manatt?

7 MR. EVANS: No.

8 MR. BUNNELL: Were they clients of patent box
9 or Manatt as far as you know?

10 MR. EVANS: As far as I know, no.

11 MR. BUNNELL: Let's go to tab 90. So if we
12 start from the -- this is an e-mail chain. Again, this
13 is from you to Windy Rahim at the top. So if you start
14 at the bottom of the chain --

15 MR. EVANS: Yes.

16 MR. BUNNELL: -- there's an e-mail from Jane
17 Cornett, who appears to be the vice president and
18 corporate secretary of EagleBank, right?

19 MR. EVANS: Yes.

20 MR. BUNNELL: To Ron Paul?

21 MR. EVANS: Yes.

22 MR. BUNNELL: It says "Updated list attached."

1 We also print/put in your inbox. [REDACTED]

2 [REDACTED]

3 [REDACTED]" And then Ron Paul forwards that e-
4 mail to you with a list apparently, attaches a list
5 that Bob and I prepared, I'm asking your assistant --
6 asking our assistant Jane Cornett to schedule a time
7 that three of us can get together to discuss the right
8 approach. And then go up -- farther up to Jane,
9 there's a scheduling e-mail and then at the top is an
10 e-mail from you to Windy saying WAR, which I assume is
11 Windy Rahim?

12 MR. EVANS: Yes.

13 MR. BUNNELL: This is important to CE, that's
14 you?

15 MR. EVANS: Yes.

16 MR. BUNNELL: Must get scheduled ASAP.
17 Thanks. Right?

18 MR. EVANS: Yes.

19 MR. BUNNELL: Right. So if you go behind the
20 blue tab, the blue divider, there's a list of a bunch
21 of entities and names, contact information?

22 MR. EVANS: Yeah.

1 MR. BUNNELL: All right. So can you tell me
2 what this was about? What this list was about? What
3 this communication is about?

4 MR. EVANS: Yeah, Ron was trying to identify
5 potential clients for me.

6 MR. BUNNELL: Potential clients for you?

7 MR. EVANS: Right, NSC.

8 MR. BUNNELL: I see, okay.

9 MR. EVANS: When I say me, I mean NSC.

10 MR. BUNNELL: So this list is something he put
11 together?

12 MR. EVANS: Yes.

13 MR. BUNNELL: Is he doing this -- well, let me
14 ask you, do you know why he was doing this?

15 MR. EVANS: I believe our conversations, we
16 were thinking who else could be a client of NSC.

17 MR. BUNNELL: But you didn't hire him to do
18 this? He is doing this out of some other..

19 MR. EVANS: No, just to be helpful.

20 MR. BUNNELL: Just as a friend?

21 MR. EVANS: Just as a friend.

22 MR. BUNNELL: So you're reaching out to Windy

1 about it. Why?

2 MR. EVANS: I believe it's this -- I'd have to
3 go back to this scheduled meeting.

4 MR. BUNNELL: Just -- that's the scheduling?

5 MR. EVANS: Yeah, my scheduling. Yeah.

6 MR. BUNNELL: Was she helping with the
7 business development efforts with respect to these
8 clients?

9 MR. EVANS: No. No, no.

10 MR. BUNNELL: Was anyone in your office...

11 MR. LOWELL: I'm sorry. Hold on.

12 MR. BUNNELL: Okay. These potential clients?

13 MR. LOWELL: No. I mean you said business
14 development. I don't -- there's an assumption in your
15 question that there was business development efforts
16 with this other than the list so far that has been
17 identified as something that Ron Paul sent to him and a
18 meeting to be set up. I just wanted you, Jack, to make
19 clear.

20 MR. EVANS: Yeah.

21 MR. LOWELL: I don't know what -- his question
22 says there were business development efforts with these

1 clients. You either accept that premise or don't. I
2 don't know what the facts are. You'll have to decide.

3 MR. BUNNELL: Well, I was just building on the
4 -- your discussion of the list as potential clients.

5 MR. LOWELL: Potential clients that --

6 MR. BUNNELL: All right.

7 MR. LOWELL: -- Ron Paul sent a list over
8 with?

9 MR. EVANS: Correct.

10 MR. BUNNELL: Okay.

11 MR. LOWELL: And Windy is setting up a
12 meeting?

13 MR. EVANS: Right.

14 MR. BUNNELL: Correct.

15 MR. LOWELL: And then you said something
16 about...

17 MR. BUNNELL: I asked if beyond setting up the
18 meetings, if there was any -- she assisted in -- can
19 call it business development, we can call it
20 communication with any of these entities.

21 MR. LOWELL: Was there any communication with
22 these entities is -- that you're aware of? By you?

1 MR. EVANS: By me? Sorry.

2 MR. BUNNELL: Well, let's start with you.

3 MR. EVANS: Well, the one that jumps out at me
4 is Richie (ph) is on this list, so there was obviously...

5 MR. BUNNELL: You mean Wilco (ph)?

6 MR. EVANS: I mean, Wilco is on this list.

7 MR. BUNNELL: And this -- Jason Goldblack (ph)
8 and Garrett Comb (ph), right?

9 MR. EVANS: Well, my contacts were with
10 Richie, Wilco is on this, yes.

11 MR. BUNNELL: How about [REDACTED]? It
12 was...

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

14 MR. BUNNELL: Who? What is [REDACTED] and
15 who is [REDACTED]?

16 MR. EVANS: [REDACTED] a individual I've known
17 for many years, and [REDACTED] I believe is his
18 company.

19 MR. BUNNELL: Okay. Were they a client of
20 Manatt's at some point?

21 MR. EVANS: [REDACTED]

22 MR. BUNNELL: It looks like a lot of these

1 clients are in the real estate development business.

2 Is that fair to say?

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

4 MR. BUNNELL: Was there a particular industry
5 that you thought might be promising for your business?

6 MR. EVANS: No. These were -- again a list
7 from Ron Paul.

8 MR. BUNNELL: So what sort of follow up did
9 you take in connection with this list?

10 MR. EVANS: Me personally, none.

11 MR. BUNNELL: So did you ask someone else to
12 take some steps to follow up on it?

13 MR. EVANS: No.

14 MR. BUNNELL: Do you know whether there was
15 any follow up?

16 MR. EVANS: I don't. I don't know whether Ron
17 followed up with anybody here or not.

18 MR. BUNNELL: Do you remember meeting with Ron
19 to discuss this?

20 MR. EVANS: You know, I was wondering about
21 when you asked -- I don't know, I don't know if we sat
22 down and went through the list and said, you know, how

1 about this? How about this? We may have, but I
2 vaguely recall something like that.

3 MR. BUNNELL: So this is the September of 2016
4 timeframe, right?

5 MR. EVANS: Yeah.

6 MR. BUNNELL: And you indicated to Windy Rahim
7 that it's important you want to get it scheduled ASAP,
8 right?

9 MR. EVANS: Yeah, yeah. And I just have a
10 recollection of sitting down, going through it. These
11 were people Ron was going to contact on my behalf.

12 MR. BUNNELL: Well, Ron was going to reach out
13 to them on your behalf?

14 MR. EVANS: Yeah, that's my recollection. And
15 I don't know that he ever did.

16 MR. BUNNELL: And when you indicated to Windy
17 Rahim that it was important, why was it important for
18 you?

19 MR. EVANS: Setting up the company and Ron had
20 sent me a list, so it was important to follow up with
21 Ron.

22 MR. BUNNELL: So what more do you recall about

1 sort of what happened after receiving this list and Ron
2 reaching out?

3 MR. EVANS: Again I think the only thing I did
4 is sit down with Ron with a recollection going through
5 the list. I don't think anything happened after that.

6 MR. BUNNELL: You recall meeting with people
7 on the list other than I guess Wilco?

8 MR. EVANS: Actually on the list other than
9 Wilco and Richie is not even on there, no. No one on
10 this list. Well, if you go through one by one, but I
11 mean I met with these people. I know who a lot of them
12 are.

13 MR. BUNNELL: You know some of these people?

14 MR. EVANS: Yeah.

15 MR. LOWELL: I think his question was for the
16 purposes of developing --

17 MR. EVANS: For the purpose of NSC.

18 MR. LOWELL: -- them as a client for NSC?

19 MR. EVANS: No. No. None of them that I can
20 see. No.

21 MR. BUNNELL: Well, let me ask a different
22 way. You ended up with five or...

1 MR. EVANS: Four clients. And then Steve
2 Fisher (ph) came after Ron -- after Richie left.
3 That's correct, five...

4 MR. BUNNELL: And then sort of a --

5 MR. EVANS: Some came back.

6 MR. BUNNELL: -- almost a client in your view
7 with respect to Digi (ph), and sort of signed the
8 agreement and...

9 MR. EVANS: Yeah, with different opinion on
10 that.

11 MR. BUNNELL: Well, however you want to
12 characterize it. But it was -- it was --

13 MR. EVANS: Digi was never a client.

14 MR. LOWELL: Can we not go over that ground
15 yet again if possible?

16 MR. BUNNELL: We don't have to go there. But...

17 MR. EVANS: Even under your best explanation,
18 it was 10 days or something, so, yes.

19 MR. BUNNELL: Okay. Well, however you want to
20 characterize that. There were a dozen or less clients
21 of NSE Consulting. Were there potential clients that
22 you attempted to get, but weren't successful getting

1 you can remember?

2 MR. EVANS: There was nobody I attempted to
3 get that I wasn't successful other than that I decided
4 not to go for. And I think I told you Digi was one.

5 [REDACTED] was one.

6 MR. BUNNELL: Who [REDACTED]

7 MR. EVANS: It's name of the company. He is
8 [REDACTED] and he has a big hu [REDACTED].
9 But he does business with the city, so immediately I
10 thought this is not something to pursue.

11 MR. BUNNELL: Like contracts you mean?

12 MR. EVANS: So we didn't pursue that. And the
13 others, once I got Forge Loco (ph), EagleBank and name
14 is --

15 MR. LOWELL: Laniya.

16 MR. EVANS: -- Anthony, that was it. So I
17 didn't pursue. I had exactly what I was looking for
18 and that's what I accept, so there was no other pursuit
19 to anybody else, no.

20 MR. BUNNELL: Okay. Tab 91. This is a series
21 of e-mails about hockey tickets.

22 MR. EVANS: Okay.

1 MR. BUNNELL: Do you have some shared
2 ownership of hockey tickets with Ron Paul and others?

3 MR. EVANS: Yes.

4 MR. BUNNELL: Can you just describe that and
5 who was part of that? What was the arrangement?

6 MR. EVANS: I owned two hockey tickets. Bill
7 Hall owns two tickets. We brought Ron and Bob in this
8 as people buy the hockey tickets of each one. Each
9 paid for a quarter of the hockey tickets. And there
10 are 40 games, so each person got 10 games. So this
11 would be -- what we do is divide them up on the
12 telephone. Just talks about, that's what we did.

13 MR. BUNNELL: So are these your office tickets
14 or your personal tickets?

15 MR. EVANS: Yes. They were the -- they were
16 the constituent service fund tickets.

17 MR. BUNNELL: So you gave with the pool, the
18 tickets you guys can sit together or how does that
19 work?

20 MR. EVANS: I own two, Bill owned two. There
21 are four tickets in order to, you know, share, you
22 know, to pay for them, we each paid for a quarter of

1 them.

2 MR. BUNNELL: Okay.

3 MR. EVANS: Mine was paid for, the constituent
4 finally gave the tickets away. Bill, Ron and Bob, I
5 don't know what they -- either went to the game or used
6 them for business purposes or whatever.

7 MR. BUNNELL: So were you using constituent
8 funds to purchase hockey tickets that Ron Paul and --

9 MR. EVANS: No.

10 MR. BUNNELL: -- others used?

11 MR. EVANS: No.

12 MR. BUNNELL: I -- maybe I misunderstood
13 because it sounded to me like that's what you were
14 describing. If they are constituent fund purchased
15 hockey tickets and you're sharing them with them, how
16 are they not...

17 MR. EVANS: God, Steve, we've covered this.
18 The constituent...

19 MR. TUOHEY: His quarter of the tickets were
20 paid for by constituent, others paid their own.

21 MR. EVANS: Right.

22 MR. LOWELL: And he gave those away.

1 MR. TUOHEY: And he gave them away. But it
2 was only the 10 ticket, 10 games and he took that were
3 paid for by the fund.

4 MR. EVANS: Yeah.

5 MR. TUOHEY: The others paid themselves.

6 MR. EVANS: So Ron had 10 games. He paid for
7 them. Bobby had 10 games. He paid for them. Bill had
8 10 games which he paid for them. Yeah. You've never
9 been part of a ticket thing I assume.

10 MR. BUNNELL: Let's move on, 92. So this is
11 an e-mail -- actually I don't think you're on this e-
12 mail.

13 MR. EVANS: No, I'm not on this.

14 MR. BUNNELL: Right. So this is provided as a
15 way to see if it refreshes your recollection around
16 EagleBank shares of stock that was owned by you. This
17 is an e-mail from Jane Cornett to Robert Pincus,
18 September 12, 2016. And it's captioned "RE: Number of
19 EGBN shares owned by Jack Evans." You see that?

20 MR. EVANS: Yes.

21 MR. BUNNELL: So it references in the e-mail
22 chain that since he has 2,047 shares --

1 MR. EVANS: Okay.

2 MR. BUNNELL: -- of Compushare (ph). So let
3 me ask you, did you hold your own stock in EagleBank at
4 some point?

5 MR. EVANS: Yes.

6 MR. BUNNELL: Okay. How did you acquire that?

7 MR. EVANS: I mean Bob Pincus was at Fidelity
8 Bank back in 2005. I purchased stock in a offering
9 when they started the bank I believe. I'm not quite
10 sure what the circumstances were. And then when that
11 bank merged with Eagle, the shares were -- from
12 Fidelity were converted to EagleBank stock.

13 MR. BUNNELL: You have a recollection of how
14 much it cost you to purchase on that 2005?

15 MR. EVANS: In 2005?

16 MR. BUNNELL: 2005.

17 MR. EVANS: \$49,990.50.

18 MR. BUNNELL: Okay. Do you continue to own
19 those shares today?

20 MR. EVANS: Yes.

21 MR. BUNNELL: Have you -- did you acquire
22 additional shares from EagleBank at any point?

1 MR. EVANS: No.

2 MR. BUNNELL: Did the -- do you recall the
3 issue of your owning shares in EagleBank coming up in
4 your discussions with Ron Paul or Bob Pincus during
5 this timeframe?

6 MR. EVANS: No.

7 MR. BUNNELL: Do you have any -- do you have
8 any understanding why they would be interested in
9 knowing how many shares you had in 2016?

10 MR. EVANS: I think I wanted to know from Bob
11 how many I had. No connection to anything.

12 MR. BUNNELL: So you were asking them to
13 check, is that what you're saying?

14 MR. EVANS: I think that's what I was doing.
15 I just don't have much of a recollection, but that
16 makes sense.

17 SPEAKER: Are you guessing or...

18 MR. EVANS: Yeah, I'm guessing. I'm guessing.
19 Sorry.

20 MR. BUNNELL: All right. Yeah. I don't think
21 either of us want you to guess.

22 MR. EVANS: No, I don't know the answer.

1 MR. BUNNELL: Yeah.

2 MR. EVANS: I don't know.

3 MR. BUNNELL: Is this a -- these are shares
4 that are in your name?

5 MR. EVANS: Yes.

6 MR. BUNNELL: Your shares. Were they
7 disclosed on your financial disclosure statements?

8 MR. EVANS: It wasn't required to be disclosed
9 because we -- when I purchased the stock, the
10 disclosure statements require if -- only if the company
11 is doing business with the city, and it wasn't.

12 MR. BUNNELL: Does EagleBank have any banks
13 inside D.C. or they're only in Maryland?

14 MR. EVANS: I don't know the answer to that.

15 MR. BUNNELL: So your view is that it was not
16 something you needed to disclose or it was just
17 something you didn't think to disclose?

18 MR. EVANS: You didn't need to disclose it.

19 MR. BUNNELL: In 2005?

20 MR. EVANS: Correct.

21 MR. BUNNELL: What about subsequent to that?
22 What about 2016?

1 MR. EVANS: It's my understanding that you
2 didn't have to disclose it unless they were doing
3 business with the city.

4 MR. BUNNELL: So the reason you were I guess
5 guessing a little bit, so let me respect that in my
6 question. Did you make inquiries in 2016 about how
7 many shares of stock you owned in order to potentially
8 disclose that on your financial disclosure forms in
9 2016 or 2017?

10 MR. EVANS: Steve, I don't think so.

11 MR. BUNNELL: Do you have a sense of what the
12 value of the shares is today?

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

14 MR. BUNNELL: Are these publicly traded
15 shares?

16 MR. EVANS: I believe they are.

17 MR. BUNNELL: Did you receive any ethics
18 advice from anybody about whether to disclose stock
19 holdings in EagleBank at any point?

20 MR. LOWELL: Can we go through the points
21 though? Because what was it, Fidelity in '05?

22 MR. EVANS: Yeah, Fidelity.

1 MR. LOWELL: And then do you know when it
2 merged? And do you know what rules applied when you
3 had it? And do you know whether those rules changed
4 because he just lumped all that together?

5 MR. EVANS: Okay.

6 MR. LOWELL: So could we go back and see?

7 MR. BUNNELL: I'm actually only really
8 interested in the last 5 years, but if we want to take
9 it back further, that's fine.

10 MR. LOWELL: No. I'm -- it's your question.
11 I just want to make sure that --

12 SPEAKER: What's your question?

13 MR. LOWELL: -- you were being very specific
14 so that he is being very specific.

15 MR. BUNNELL: You know, that's fair. I -- the
16 gist of the question is whether you consulted with
17 anybody about whether to disclose the stock holdings on
18 your financial disclosure form?

19 MR. TUOHEY: From 2014 on?

20 MR. BUNNELL: Let's -- yeah, let's take the
21 timeframe 2014 -- January 1, 2014, to present which is
22 the timeframe that we're supposed to be looking at.

1 MR. EVANS: No.

2 MR. BUNNELL: All right. I think we actually
3 are getting close to the end. Do you have a need for a
4 break at all? We're not done.

5 MR. EVANS: No. If we're almost done, let's
6 go.

7 MR. BUNNELL: All right then. Let's go to tab
8 93.

9 MR. EVANS: 93? Okay. All right.

10 MR. BUNNELL: Yeah, it's in the supplemental.

11 MR. EVANS: All right.

12 MR. BUNNELL: So this is -- this is your
13 schedule looks like?

14 MR. EVANS: Yes.

15 MR. BUNNELL: So this document -- we've seen
16 several of these, this is the schedule that your
17 council office would do for you for a particular day?

18 MR. EVANS: Yes.

19 MR. BUNNELL: It says "WAR out of office." I
20 assume that means Windy Rahim is out of the office I
21 think?

22 MR. EVANS: Correct.

1 MR. BUNNELL: Okay. So the first item there
2 is 10:00 a.m. CE meets wi [REDACTED] ?

3 MR. EVANS: Yeah.

4 MR. BUNNELL: And you mention [REDACTED] was
5 somebody you knew?

6 MR. EVANS: Yes.

7 MR. BUNNELL: We go behind the next blue tab.
8 There's another calendar date. There's another
9 calendar for a day. It's June 15, 2015?

10 MR. EVANS: Yes.

11 MR. BUNNELL: And it says CE meets with John
12 Ray and [REDACTED]

13 MR. EVANS: Yes.

14 MR. BUNNELL: Contact Jerry Garrett (ph). And
15 then there is a -- if you go to the next blue tab,
16 there is another meeting calendar. This looks like a -
17 - maybe this is a Manatt calendar entry, I don't know.

18 MR. EVANS: Could be. I don't know.

19 MR. BUNNELL: It's from -- it's from C.garrett
20 --

21 MR. EVANS: Right.

22 MR. BUNNELL: -- @manatt.com.

1 MR. EVANS: Right.

2 MR. BUNNELL: Location is Manatt.

3 MR. EVANS: Yes.

4 MR. BUNNELL: And it says meeting wi [REDACTED]

5 [REDACTED]

6 MR. EVANS: Yes.

7 MR. BUNNELL: Okay. You know, I don't know if
8 these are all related, but do you recall meeting with
9 [REDACTED] about something during this period of
10 time?

11 MR. EVANS: I don't recall. But it appears
12 that I did. But I don't know what or why or even if
13 they're related to each other.

14 MR. BUNNELL: Okay.

15 MR. EVANS: Or even where they were.

16 MR. BUNNELL: Well, okay. What is [REDACTED]

17 [REDACTED]?

18 MR. EVANS: Well, again as we mentioned a
19 couple of minutes ago, it's his company, that's as much
20 as I know, it's his company.

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

22 MR. EVANS: I don't.

1 MR. BUNNELL: Let's go to Tab 44, I'm sorry
2 94.

3 MR. EVANS: Okay.

4 MR. BUNNELL: And it's a letter from the Mayor
5 to Chairman Phil Mendelson November 2, 2015, right?

6 MR. EVANS: Yes.

7 MR. BUNNELL: Relates to the Walter Reed
8 Development Omnibus Act of 2015.

9 MR. EVANS: Right.

10 MR. BUNNELL: And it relates to the
11 acquisition and disposition of some property?

12 MR. EVANS: Yes.

13 MR. BUNNELL: Boundaries of Fern Street,
14 Alaska Avenue to the North, 16th Street to the west,
15 Aspen to the Northwest, so this is Walter Reed.

16 MR. EVANS: Yes.

17 MR. BUNNELL: And if you go to the -- I guess
18 this is the third page of the letter, the last page in
19 the book there at the top. There's a line there that
20 says also in 2013, the District released a solicitation
21 for a master developer yielding nine responses in
22 November. In November 2013, the project was awarded to

1 the Hines-Urban Atlantic-Trident joint venture. Do you
2 see that?

3 MR. EVANS: Yes.

4 MR. BUNNELL: Does that refresh your
5 recollection at all about what Urban Atlantic does?

6 MR. EVANS: No, it doesn't.

7 MR. BUNNELL: Do you recall whether -- do you
8 recall this legislation or this issue involving the
9 Walter Reed site?

10 MR. EVANS: Well again, I know what Walter
11 Reed is. Do I recall this specific legislation? No.

12 MR. BUNNELL: Do you have any recollection of
13 participating in the issue?

14 MR. EVANS: I don't.

15 MR. BUNNELL: Do you have any recollection of
16 recusing from the issue?

17 MR. EVANS: No.

18 MR. BUNNELL: Do you recall if Manatt or John
19 Ray on behalf of Manatt provided any sort of services
20 or lobbying efforts on behalf of [REDACTED] on this
21 issue?

22 MR. EVANS: I don't.

1 MR. BUNNELL: Okay. So the bill which is
2 behind one of the blue pages of tab 94 was apparently
3 voted on in March of 2016.

4 MR. EVANS: Okay.

5 MR. BUNNELL: Which was after you started at
6 Manatt right?

7 MR. EVANS: Correct.

8 MR. BUNNELL: Do you recall any disclosures to
9 or any -- did you consult with the counsel's office or
10 anybody else about whether you should vote on matter
11 where Manatt had a client relationship?

12 MR. EVANS: The answer is no. But I don't
13 know that Manatt had a client relationship.

14 MR. BUNNELL: Okay.

15 MR. EVANS: Do you know that they did?

16 MR. BUNNELL: I mean, I'm on a learning
17 journey.

18 MR. EVANS: Okay.

19 MR. BUNNELL: Try to find out what the
20 relationship is.

21 MR. EVANS: I don't really recall that Manatt
22 represented them.

1 MR. BUNNELL: It appears from the
2 communications that there were some meetings at Manatt
3 that we just went through, right?

4 MR. EVANS: Correct. But I don't know that
5 that indicates that Manatt represented them. And I
6 don't know the answer to that. That's why I'm asking
7 you.

8 MR. BUNNELL: So Charity Garrett (ph), is that
9 her name?

10 MR. EVANS: Yes.

11 MR. BUNNELL: What was her role?

12 MR. EVANS: She was John and my secretary.

13 MR. BUNNELL: Okay. So if she's scheduling a
14 meeting for you at Manatt, would it be fair to assume
15 that it's Manatt related?

16 MR. EVANS: Yes.

17 MR. BUNNELL: And to the extent you have your
18 council schedule around those e-mails, that would be
19 more of a coordination issue?

20 MR. EVANS: Correct.

21 MR. BUNNELL: Doesn't mean that it's council
22 business if it's -- well, let me put it this way, if

1 you had a meeting at Manatt, would you be doing council
2 business at Manatt typically, or would you be doing
3 Manatt business at Manatt?

4 MR. EVANS: Manatt business at Manatt.

5 MR. BUNNELL: Council business at the council?

6 MR. EVANS: Council business at the council.

7 MR. BUNNELL: Let's go to tab 95. So if you
8 go to the bottom of that it's an e-mail chain. It's on
9 --

10 MR. EVANS: 95?

11 MR. BUNNELL: 95 is an e-mail chain. You got
12 the right (cross talk)

13 MR. EVANS: Okay. You mean on the back page?

14 MR. BUNNELL: Yeah. The back page of 95
15 starts with an e-mail. I'm not sure who [REDACTED] is. Maybe
16 you know?

17 MR. EVANS: [REDACTED]? No. [REDACTED] (ph).
18 No, I don't know who that is.

19 MR. BUNNELL: There's [REDACTED]. Who is [REDACTED]
20 [REDACTED] (ph)?

21 MR. EVANS: It's somebody I know. [REDACTED] has
22 been around a long time. He's worked on the council I

1 think maybe or maybe not but I've known him a long
2 time.

3 MR. BUNNELL: Is he in real estate business?

4 MR. EVANS: I think he works for John. I
5 don't know what he does today.

6 MR. BUNNELL: Okay. Well [REDACTED] is
7 sending an e-mail [REDACTED] in February 16,
8 2016. "As I spoke with," this is [REDACTED], "I
9 spoke with [REDACTED] today. And he would like
10 to schedule meeting with you a week of March 28. For
11 that meeting, he would like to bring up the mayor of
12 DC, my longtime friend, chair of the Finance and
13 Revenue Committee, Jack Evans and his partner for [REDACTED]
14 [REDACTED] (ph). This is a [REDACTED] so I'm
15 assuming coming up means going up [REDACTED]

16 MR. EVANS: For me to answer that, or are you
17 (cross talk) [REDACTED].

18 MR. BUNNELL: I don't know. Let me ask you,
19 do you recall somebody proposing that you come up and
20 meet with somebody from [REDACTED]
21 [REDACTED]?

22 MR. EVANS: I vaguely recall that, yes.

1 MR. BUNNELL: And the site is near a subway
2 stop, and it's surrounded by a major highway and bus
3 lines?

4 MR. EVANS: Yeah.

5 MR. BUNNELL: And then if you flip to the next
6 page, or the first page, there's an e-mail from --

7 MR. EVANS: Next tab you mean or what it is?

8 MR. BUNNELL: No. Just the first page of this
9 e-mail chain so --

10 MR. EVANS: Back to this here? I got (cross
11 talk)

12 MR. BUNNELL: Yes. If you go to the bottom of
13 it.

14 MR. EVANS: Yeah. Okay.

15 MR. BUNNELL: There's an e-mail from [REDACTED]
16 [REDACTED] (ph) to Charity Garrett, who is your person at
17 --

18 MR. EVANS: Yeah.

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

20 MR. EVANS: I don't.

21 MR. BUNNELL: She's apparently got an e-mail
22 [REDACTED], right?

1 MR. EVANS: Yes. I mean, I'm just seeing what
2 you're seeing.

3 MR. BUNNELL: Yes. And the subject matter is
4 DC sit [REDACTED].

5 MR. EVANS: Okay.

6 MR. BUNNELL: Was there a proposed development
7 project [REDACTED] site that you
8 recall?

9 UNIDENTIFIED SPEAKER: And just for the --
10 that's different than Walter Reed?

11 MR. EVANS: Yes.

12 UNIDENTIFIED SPEAKER: Walter Reed is up on
13 16th and this is different?

14 UNIDENTIFIED SPEAKER: This is down in the
15 state (cross talk)

16 MR. BUNNELL: Yeah this is down [REDACTED]
17 [REDACTED].

18 UNIDENTIFIED SPEAKER: It's completely a
19 different issue.

20 MR. BUNNELL: Okay. Yes. Well --

21 MR. LOWELL: I'm trying to figure it out
22 myself.

1 MR. BUNNELL: I'm trying to figure it out.
2 I've got little bits and pieces of the mosaic here.

3 MR. EVANS: Just to short circuit. This has
4 never happened. I never we [REDACTED]. I never
5 we [REDACTED].

6 MR. BUNNELL: Okay. Great.

7 MR. EVANS: I remember, somebody wanted to do
8 that and none of us ever did it. You know, there's
9 always proposals to develop property along the
10 Anacostia River, and the old [REDACTED]. You
11 know, it's all, you know where that is.

12 MR. BUNNELL: Yes.

13 MR. EVANS: They are (cross talk) statement.
14 And I think this was some idea that somebody had
15 [REDACTED]. I've never been to it. I've only been
16 told about it where kids go to play games or something.
17 I'm not sure. Is not what it is? I don't --

18 MR. TUOHEY: It's a lot of things.

19 MR. EVANS: And somebody thought it'd be a
20 great idea, but it never went anywhere.

21 MR. BUNNELL: Okay. Yeah. And if you look at
22 the top of the e-mail chain there, they're talking

1 about trying to schedule your trav [REDACTED].

2 MR. EVANS: Yeah. But I never went, never.

3 MR. BUNNELL: You don't? So you didn't go?

4 MR. KOHLI: I have a similar question.

5 MR. BUNNELL: Yes.

6 MR. KOHLI: I just have some quick questions.

7 MR. EVANS: Yeah.

8 MR. KOHLI: So i [REDACTED] e-mail, she asks or
9 she states that she would like you to come as counselor

10 [REDACTED] not representing DC.

11 MR. EVANS: Where does it say this?

12 MR. KOHLI: At the very bottom.

13 MR. BUNNELL: Bottom of the first page. Yes
14 that's a good question. Go ahead.

15 MR. KOHLI: So I am wondering does that imply
16 [REDACTED] is a Manatt client, at the time? Because I
17 don't know. How else would you come as counsel for
18 them?

19 MR. EVANS: I have no knowledge of whether
20 [REDACTED], is ever, would, was a client of Manatt. I
21 don't. You know, they could have been, they might not
22 have been. I don't know.

1 MR. TUOHEY: Your follow up question I think
2 legitimately were you ever counsel for that company --

3 MR. EVANS: Me personally, no. If now Manatt
4 was representing them, they may have. I don't know. I
5 just don't have a recollection that we were. But I'm
6 not the person to ask. You had to ask Manatt if they
7 were ever a client.

8 MR. BUNNELL: W [REDACTED] somebody or
9 something that -- was it an entity th [REDACTED]
10 [REDACTED] had something to do with?

11 MR. EVANS: I would have to guess and that's
12 something you could probably find out. But I'm not the
13 guy to ask. I don't know. And I'm guessing from what
14 you would have shown me that he does.

15 MR. BUNNELL: Okay. Well, I don't want you to
16 guess too much.

17 MR. EVANS: I don't know.

18 MR. BUNNELL: If it's educated speculation,
19 we'll take that but --

20 MR. EVANS: Okay.

21 MR. BUNNELL: 96 tab 96.

22 MR. EVANS: Okay. Yes. I know what this is.

1 MR. BUNNELL: So this is a draft committee
2 report from you to the council members reporting
3 favorably on a bill, which is captioned "Mixed Use
4 Neighborhood Conversion Incentive Act of 2018."

5 MR. EVANS: Yes.

6 MR. BUNNELL: Doesn't have a date. So, you
7 have a recollection of this issue?

8 MR. EVANS: Yes.

9 MR. BUNNELL: Okay. What do you, without
10 getting into all the details, what's the issue here?

11 MR. EVANS: We have a lot of class B buildings
12 and class C buildings in downtown. And the
13 neighborhood we're in right now, the Golden Triangle
14 bid. The head of the bid, Leona (ph), came to me and
15 said, is there any way we could incentivize creating so
16 that we can turn some of these class B and class C
17 office buildings into residential? Because what we've
18 got and let me make this quick but, what we've learned
19 is that living downtown works. People living downtown
20 as opposed to a downtown that is only office buildings
21 that people flee after 5 o'clock, and you don't see
22 them on weekends. And so these old buildings --

1 there's not a great demand for office space now. But
2 there is a great demand for residential. But
3 converting a class B or C office building to a
4 residential building is expensive. And so could the
5 city incentive help by helping to incentivize this?
6 That was the purpose of that.

7 MR. BUNNELL: Okay.

8 MR. EVANS: And this was the owner's idea, and
9 she came to me with it. And I thought it was a great
10 idea because it's my ward.

11 MR. BUNNELL: Okay.

12 MR. EVANS: I don't know whatever happened to
13 this though, you know. I ran into a lot opposition on
14 this. And I don't remember why. I don't know if we
15 ever passed a bill.

16 MR. BUNNELL: Okay.

17 MR. EVANS: And it dealt with affordable? How
18 much would be affordable? How much would be market
19 rate. And this is done rambled on that concept, I
20 think.

21 MR. BUNNELL: If you go to page 4 of the draft
22 report that we're just looking at.

1 MR. EVANS: Yes.

2 MR. BUNNELL: Down at the bottom of page 4.

3 MR. EVANS: Yes.

4 MR. BUNNELL: Summarizing the testimony that
5 you see. The report suggests that Scott Nordheimer,
6 senior advisor Urban Atlantic, provided testimony
7 regarding the legislation, provided a brief overview of
8 Urban Atlantic's experience with the adaptive reuse of
9 the old EPA headquarters building. So, out West.

10 MR. EVANS: Yes.

11 MR. BUNNELL: And if you flip to the next to
12 the blue divider there.

13 MR. EVANS: Yes.

14 MR. BUNNELL: One more page, there's actually
15 a copy of Scott Nordheimer's written testimony.

16 MR. EVANS: That's a testimony. Okay. Uh-
17 huh.

18 MR. BUNNELL: And he states that he's been
19 involved both in major redevelopments and affordable
20 housing in the District of Columbia, our latest
21 redevelopment is the Walter Reed medical campus and he
22 goes on. And he's supporting the proposed legislation

1 as a pilot, he says down at the bottom. Do you recall
2 talking with Scott about this issue and his support for
3 it?

4 MR. EVANS: I don't.

5 MR. BUNNELL: And you, I guess you indicated
6 that you don't recall whether this piece of legislation
7 actually was passed? Is that correct?

8 MR. EVANS: That's correct.

9 MR. BUNNELL: Do you know w [REDACTED] is?
10 [REDACTED]

11 MR. EVANS: Where are you looking?

12 MR. BUNNELL: I'm looking at a different page.

13 MR. EVANS: No, I it doesn't --

14 MR. BUNNELL: If you can go to tab 97, the
15 urgent call request from [REDACTED] is the e-mail,
16 subject at the top.

17 MR. EVANS: Oh, yes. Right. Right.

18 MR. BUNNELL: Just got this from Charity. And
19 you get in touch with CE (ph) since he says this is
20 urgent. It looks like Charity is reaching out from
21 Manatt.

22 MR. EVANS: Yes.

1 MR. BUNNELL: Through your staff at the
2 council office abo [REDACTED] needs to speak to you.
3 He's currently in Israel. This is at the bottom of the
4 page.

5 MR. EVANS: Yeah.

6 MR. BUNNELL: And actually, if you go to the
7 next document behind the next blue divider, it looks.
8 "Thanks Charity. He just spoke to him." The line at
9 the top there.

10 MR. EVANS: Okay.

11 MR. BUNNELL: And it looks like Charity had
12 sent you a link to [REDACTED], I assume that's his
13 Manatt bio.

14 MR. EVANS: Okay.

15 MR. BUNNELL: You see where I'm --

16 MR. EVANS: No.

17 MR. BUNNELL: Okay. So tab 97.

18 MR. EVANS: All right.

19 MR. BUNNELL: And I don't want to go too fast.
20 You've got an e-mail --

21 MR. EVANS: Here it is up here, I guess?

22 MR. BUNNELL: Yes. So it's the second one.

1 MR. EVANS: Right here?

2 MR. TUOHEY: Second one, when you say what?

3 MR. BUNNELL: All right, we got the first e-
4 mail, and then there's a blue divider then there's
5 another e-mail.

6 MR. EVANS: Yes. And you got the second e-
7 mail. Okay.

8 MR. BUNNELL: The second e-mail is a different
9 chain than the first one.

10 MR. EVANS: Okay.

11 MR. BUNNELL: All right. So if you look at
12 the second e-mail behind the blue divider of tab 97, it
13 says, "Thanks, Charity. He just spoke to him." So
14 that's Jeanette (ph) to Charity.

15 MR. EVANS: To Charity. Okay. Okay.

16 MR. BUNNELL: And then below that is an e-mail
17 from Charity Garrett to you and some other people.

18 MR. EVANS: Okay.

19 MR. BUNNELL: And she seems to be attaching a
20 mannat.com, I'm assuming that's a bio for [REDACTED].

21 MR. EVANS: Okay.

22 MR. BUNNELL: Does that refresh your

1 recollection as [REDACTED] and who he is and why he
2 needed to talk to you from Israel on an urgent basis?

3 MR. EVANS: It really doesn't. I don't know
4 w [REDACTED] is although he appears to be at the
5 front. It's right after I started at the firm. So
6 October 29, of '15. I started there October 1. So I
7 don't know.

8 MR. BUNNELL: Yes. Right. Okay. Let's go to
9 tab 98.

10 MR. EVANS: Okay.

11 MR. BUNNELL: And this looks like a scheduling
12 e-mail, right?

13 MR. EVANS: Who is it to?

14 MR. BUNNELL: Well, it's from somebody named
15 [REDACTED].

16 MR. EVANS: I don't know who that is.

17 MR. BUNNELL: It's for a meeting that was
18 going to -- it was scheduled for November 2, 2015 at 3
19 p.m.

20 MR. EVANS: Okay.

21 MR. BUNNELL: And then it's got a bunch of
22 required attendees.

1 MR. EVANS: Okay.

2 MR. BUNNELL: Some fro [REDACTED].

3 MR. EVANS: There' [REDACTED], okay.

4 MR. BUNNELL [REDACTED] the Manatt e-mail
5 and then your council e-mail address.

6 MR. EVANS: Okay.

7 MR. BUNNELL: And your Manatt e-mail address
8 on there --

9 MR. EVANS: Okay. Sure.

10 MR. BUNNELL: And optional attendees are,
11 appear to be the schedulers, right?

12 MR. EVANS: Yes.

13 MR. BUNNELL: And then there's some
14 attachments there.

15 MR. EVANS: Okay.

16 MR. BUNNELL: So in the subject matter, lease
17 appropriation discussion. Any recollection about what
18 this was about?

19 MR. EVANS: I really don't. I have no
20 recollection what this is about.

21 MR. BUNNELL: Look at the first document
22 behind the blue tab, yeah for the blue divider. You go

1 back, there's something from June. It's a letter dated
2 June 25, 2014.

3 MR. EVANS: Yeah, I see it.

4 MR. BUNNELL: Right.

5 MR. EVANS: From Vince right.

6 MR. BUNNELL: From Vince Gray (ph) to Phil
7 Mendelson about a proposed lease for office space from
8 Rock Creek. It was located 800, 5th Street, Northwest.
9 And it was a proposed lease for the term of 20 years.
10 Annual rent is \$1.28 million for the first year, and
11 then it's going to escalate over time, right?

12 MR. EVANS: Yes.

13 MR. BUNNELL: Am I right that a lease for more
14 than \$1 million, that if DC government enters into a
15 lease for more than \$1 million, it needs to be approved
16 by the Council?

17 MR. EVANS: I believe that's correct.

18 MR. BUNNELL: So this letter from the Mayor
19 says enclosed for consideration and approval by the
20 Council pursuant to Section 451 of DC Charter, that
21 suggests this is something that needed to be approved?

22 MR. EVANS: Yes, it suggests that.

1 MR. BUNNELL: I am just -- I am not -- and
2 there are a bunch of documents from 2014 related to the
3 proposed lease, including the legal analysis.

4 MR. EVANS: Okay.

5 MR. BUNNELL: So do you have any recollection
6 of this, a fairly substantial lease, I guess?

7 MR. EVANS: I really don't. I have no
8 recollection of this.

9 MR. BUNNELL: I believe it was a women's
10 shelter.

11 MR. EVANS: Okay.

12 MR. BUNNELL: On 5th Street Northwest.

13 MR. EVANS: I'm familiar with a women's
14 shelter on 5th Street Northwest.

15 MR. BUNNELL: Is that within Ward 2?

16 MR. EVANS: Yes, it is.

17 MR. BUNNELL: If you go to tab 99. Let me ask
18 you, do you have any recollection of voting one way or
19 the other on the proposed lease that we were just
20 looking at?

21 MR. EVANS: I don't.

22 MR. BUNNELL: And go to tab 99. And this is a

1 bit of an excerpt from a committee of the whole report.
2 I don't necessarily -- we could drill into the full 25
3 pages if you want. But if you go to -- if you flip a
4 couple of pages and it says Page 6 of 25 at the top.

5 MR. EVANS: Yes.

6 MR. BUNNELL: And there's a chart there. And
7 then there's a paragraph below it about unfavorable
8 structuring of the lease terms.

9 MR. EVANS: I see the sentence, Yes.

10 MR. BUNNELL: Yes. So the report seems to be
11 expressing concern about unfavorable structuring of
12 lease terms and it gives an example, of the case of the
13 new women's shelter at 808-810 5th Street Northwest, it
14 says the Rock Creek Property Group acquired the shelter
15 building for 5.95 million, \$192 per square foot, leased
16 it to the District with a base annual rent of 1.28 et
17 cetera million, or 34 million plus over 20-year term.
18 A lease with the District government is a valuable
19 commodity as the District is an excellent creditor.
20 And 3 years after acquiring the property, and about the
21 same time the District's lease began, Rock Creek sold
22 the property and its accompanying lease to a group of

1 investors for 28.5 million. The Rock Creek property
2 group more than quadrupled its initial investment
3 netting approximately 22.55 million in gross earnings
4 by selling a District government women's shelter lease
5 and site. Do you recall that issue coming up and being
6 a matter of concern at some point?

7 MR. EVANS: I don't, no.

8 MR. BUNNELL: And at this timeframe, the
9 timeframe of this committee, the whole report and I
10 recognize I am only providing you an excerpt of it.
11 It's dated May 17, 2016 at the top of the document?

12 MR. EVANS: Yes.

13 MR. BUNNELL: And during that period of time,
14 you're working at Manatt, right?

15 MR. EVANS: Yes.

16 MR. BUNNELL: Were you aware that the Rock
17 Creek Property Group was a Manatt client at any point?

18 MR. EVANS: No.

19 MR. BUNNELL: Let's go to tab 100.

20 MR. EVANS: Okay. It's there from October of
21 '15 to October of '17, so that is 2 years.

22 MR. BUNNELL: So, tab 100 a committee report,

1 Mary Jay (ph) chairperson November 27, 2018.

2 MR. EVANS: Right.

3 MR. BUNNELL: Gas Station Advisory Board
4 Abolishment Amendment Act of 2018.

5 MR. EVANS: Right.

6 MR. BUNNELL: I think we touched on this a
7 little bit previously.

8 MR. EVANS: We did. We did.

9 MR. BUNNELL: But just so for the coherence of
10 this particular part of the transcript, what is the gas
11 station advisory board? And what was this proposed
12 abolition about? And if it's a complicated issue, I
13 apologize.

14 MR. TUOHEY: No. Just take your time and read
15 it.

16 MR. EVANS: What's your question?

17 MR. LOWELL: What is the gas station advisory
18 board?

19 MR. EVANS: Bill? What this bill does?

20 MR. LOWELL: What is the gas station advisory
21 board?

22 MR. BUNNELL: Well what is the gas station

1 advisory board and what was the issue around abolishing
2 it?

3 UNIDENTIFIED SPEAKER: All right let me --

4 MR. EVANS: Without having to spend hours on
5 this, here is the issue. The District of Columbia has
6 gas stations [REDACTED] were purchased [REDACTED].
7 And I can't remember the name of this company. But
8 when one of the compani [REDACTED] somebody got out of
9 owning gas stations, okay, [REDACTED] doesn't own gas
10 stations. They supply gas to gas stations. They get
11 out of the real estate business, so to speak. And if
12 you and I were smart, we could have bought all the gas
13 stations in America at the time, but we didn't. So all
14 right. So somebody bought these gas stations, the
15 properties. And then they started to -- we talked
16 about all this, if you remember. They started selling
17 off the gas stations for real estate because they were
18 more valuable as commercial buildings than they were as
19 gas stations. So myself and Mary and Phil became very
20 concerned about the loss of gas stations. So we didn't
21 want to end up like Manhattan with no gas stations. So
22 now I don't -- I think we set up this thing, the gas

1 station advisory board, so that in order to convert a -
2 - it originally started with converting full-service
3 gas stations to gas and to supermarkets. So you have a
4 gas station, you have the service bays. Okay. So you
5 take the service bays out, put in food, selling cokes
6 and chips and all that kind of stuff. So if you want
7 to get your car repaired, there's no place left because
8 they're selling gas, and they're selling chips, but
9 they're not repairing cars. So we didn't want them to
10 convert full-service gas stations to gas stations and
11 supermarkets, whatever those things are. And so we set
12 up this board, and so you had to go to the board to get
13 the conversion, but the board never had any members.
14 And so consequently, you could never convert, because
15 there was no board. And so it gets very convoluted.

16 MR. BUNNELL: Okay. Yes. And the details are
17 probably --

18 MR. EVANS: Yes. And they're not relevant.

19 MR. BUNNELL: -- more than we need at this
20 point.

21 MR. EVANS: Yeah you really don't.

22 MR. BUNNELL: Unless you think they're

1 important.

2 MR. EVANS: And I think -- so what we were
3 trying to do was get rid of the board because the board
4 didn't really exist. And I don't remember why we were
5 trying to get rid of the board. The tenant was that we
6 were trying, Mary and I and Phil to keep gas stations,
7 particularly full-service gas stations in the city.

8 MR. BUNNELL: I see. Okay. And that's a good
9 thing for the city because?

10 MR. EVANS: Because if you want to buy gas --

11 MR. BUNNELL: You could buy gas.

12 MR. EVANS: You buy it in the city. And if
13 you want to repair your car, you know, you go to --

14 MR. BUNNELL: You got a place to go. You
15 don't have to drive to Virginia.

16 MR. EVANS: Exactly. You can go to a full-
17 service gas station. We've lost a lot. There's only a
18 couple left I think in the western part of the city.

19 MR. BUNNELL: It's hard to fill up.

20 MR. EVANS: It is.

21 MR. BUNNELL: It used to be that gas station
22 down by the Watergate and where you can pay three times

1 what you can pay anywhere else.

2 MR. EVANS: Yes. But you could get gas.

3 MR. BUNNELL: You could get gas.

4 MR. EVANS: You got seven gas --

5 MR. BUNNELL: There's no one else, there was
6 only -- there's no line.

7 MR. EVANS: Seven gas stations in Georgetown.

8 MR. BUNNELL: They changed that now.

9 MR. EVANS: We're down to two.

10 MR. BUNNELL: Okay. This issue, it appears
11 from the documents before you and other documents. So
12 I think this has been going on for a while since 2018?

13 MR. EVANS: Yes, it has.

14 MR. BUNNELL: In fact, if you look at the
15 document, if you just look in at page 3, there's a
16 little chronology of action.

17 MR. EVANS: Okay.

18 MR. BUNNELL: Introduction of Bill 2255 by
19 Chairman Mendelson and council members, Jay and Evans,
20 that's in October 3, 2017. If you go behind the next
21 blue divider, there's something from the secretary to
22 the members of the council a referral, proposed

1 legislation on the same issue it appears.

2 MR. EVANS: See I think this might be
3 different. It was in this -- this is set in the Gas
4 Station Advisory Board Temporary Act. Wasn't this on
5 the abolishment of the board.

6 MR. BUNNELL: You're right. It's different.
7 It's different.

8 MR. EVANS: Yes. This is the abolishment of
9 the board.

10 MR. BUNNELL: Fair enough.

11 MR. EVANS: This is a different.

12 MR. BUNNELL: It's a gas station advisory
13 board related --

14 MR. EVANS: Yes. They're all related.

15 MR. BUNNELL: -- legislation.

16 MR. EVANS: They are different bills in
17 different times.

18 MR. BUNNELL: Okay. I'm just trying to
19 establish a timeframe. It goes back to June 28, 2016.
20 And there's another document behind the next tab, which
21 is --

22 MR. EVANS: Okay. But this is in '15. This

1 issue goes back even before then. This goes back.

2 MR. BUNNELL: Yes. Yes.

3 MR. EVANS: This is a, you know, been around a
4 long time.

5 MR. BUNNELL: And I think this is an issue
6 like some of the other ones you've talked about where
7 you've had a view on this issue for some time.

8 MR. EVANS: For many, yes.

9 MR. BUNNELL: So, this brings me to the point
10 of this. Do you recall or you -- let me ask it this
11 way, were you aware of the time that this matter was
12 pending in some form before the council in 2015, 2017?
13 That Manatt was representing gas stations and trying to
14 -- depending on the legislation, advance a position
15 that would be favorable to the gas stations?

16 MR. EVANS: I remember that Manatt represented
17 [REDACTED] -- whatever [REDACTED] company was [REDACTED] company.

18 MR. BUNNELL: Okay, yeah. And I shouldn't say
19 gas stations. So [REDACTED] was -- they own gas
20 stations?

21 MR. EVANS: His company owns gas stations,
22 yes.

1 MR. BUNNELL: Okay. S [REDACTED] was a Manatt
2 client or his entity too a Manatt client.

3 MR. EVANS: His entity was a Manatt client.
4 Yes.

5 MR. BUNNELL: And during --

6 MR. EVANS: Before I got there.

7 MR. BUNNELL: Okay. But while you were --

8 MR. EVANS: While I was there.

9 MR. BUNNELL: -- while you were at Manatt as
10 well, is that correct?

11 MR. EVANS: Correct.

12 MR. BUNNELL: Okay. Did you recuse from any
13 of the gas station advise -- the gas station board
14 issues during the period of time that you were
15 affiliated with Manatt?

16 MR. EVANS: No.

17 MR. BUNNELL: Was that an issue that you
18 considered at the time or just something that it didn't
19 occur to you?

20 MR. EVANS: I -- I didn't consider it at the
21 time. And -- and a good question about these bills.
22 Did any of them pass, did anything ever happen with any

1 of them.

2 MR. LOWELL: What was your position versus
3 Manatt?

4 MR. EVANS: Well, my position was opposite the
5 position of the law firm.

6 MR. LOWELL: And you --

7 MR. EVANS: Yeah. I went to him, yes.

8 MR. TUOHEY: Did you get that (cross talk)

9 MR. EVANS: Yeah, my position was against the
10 position of the law firm, [REDACTED] position.

11 MR. BUNNELL: Okay. Good, I can cross that
12 question mark.

13 MR. EVANS: Yeah. And that's that was an
14 example I put -- did I bring that up? Maybe I didn't
15 bring that up (cross talk)

16 MR. LOWELL: I think the last one --

17 MR. BUNNELL: Well we sort of touched on it.
18 I think you're right. You did along with the Scottish
19 --

20 MR. EVANS: Scottish Rite, yes exactly.

21 MR. BUNNELL: I understand that. That was
22 part of your approach here.

1 MR. EVANS: Yes.

2 MR. BUNNELL: All right. I got a list of
3 things I need to read to you. I'm going to read you a
4 list of names. These are individuals who were
5 represented by Manatt during periods of time that may
6 be relevant to what we're doing. And just ask you if
7 you're aware of any of these individuals you know who
8 they ar [REDACTED] is that a name you're familiar
9 with?

10 MR. EVANS: Yeah, I know [REDACTED].

11 MR. BUNNELL: Who is [REDACTED]

12 MR. EVANS: He operates gas stations.

13 MR. BUNNELL: Okay. Are you aware that he was
14 a Manatt client or associated with a Manatt client at
15 some point?

16 MR. EVANS: I don't believe he was a Manatt
17 client. I think they were talking to him but I don't
18 believe he ever became a client. I may be wrong about
19 that. But I don't think he was.

20 MR. BUNNELL: Okay. [REDACTED]

21 MR. EVANS: I know [REDACTED].

22 MR. BUNNELL: Who is [REDACTED]

1 MR. EVANS [REDACTED] owns [REDACTED] restaurant,
2 [REDACTED].

3 MR. BUNNELL: Did he have a relationship with
4 Manatt, that you're aware of?

5 MR. EVANS: I -- I'm not aware that he did. I
6 -- you know, I think we talked [REDACTED] or somebody John
7 or somebody talk [REDACTED]. But no, I don't think we
8 ever had --

9 MR. BUNNELL: Okay [REDACTED] ?

10 MR. EVANS: [REDACTED], I know.

11 MR. BUNNELL: Who is [REDACTED] ?

12 MR. EVANS: [REDACTED] owned
13 [REDACTED].

14 MR. BUNNELL: Okay.

15 MR. EVANS: [REDACTED] has since passed away, so has
16 [REDACTED], and they've sold [REDACTED]. But
17 anyway, I know [REDACTED].

18 MR. BUNNELL: Who is -- I don't -- I am not
19 familiar with [REDACTED]. Is that like a
20 colonial parking? Is it a series of garages?

21 MR. EVANS: Yes.

22 MR. BUNNELL: And -- so was [REDACTED] a

1 Manatt client at some point?

2 MR. EVANS: Never.

3 MR. LOWELL: When you say that?

4 MR. EVANS: Say with such a --

5 MR. LOWELL: And how do you know?

6 MR. EVANS: How do I know? I -- I'm not aware

7 --

8 MR. BUNNELL: You're not aware. Yeah.

9 MR. EVANS: And maybe you're right. Actually,
10 I need to be very careful with what I -- no, I -- I'm
11 not aware that they were.

12 MR. BUNNELL: Yeah.

13 MR. LOWELL: I'm sorry, I mean, Manatt has
14 been in the District of Columbia since the 1970s.

15 MR. EVANS: Exactly.

16 MR. LOWELL: It is now 2019. We were there
17 for a short period of time.

18 MR. EVANS: Right.

19 MR. LOWELL: How do you know who their clients
20 were?

21 MR. EVANS: I don't.

22 MR. LOWELL: When he asks a question where

1 they ever that means for the entire period so how do
2 you know?

3 MR. EVANS: I don't.

4 MR. BUNNELL [REDACTED]

5 MR. EVANS: That name doesn't ring a bell.

6 MR. BUNNELL [REDACTED] ?

7 MR. EVANS: I kn [REDACTED] .

8 MR. BUNNELL: Who [REDACTED] ?

9 MR. EVANS: She was -- she's a long time
10 personal friend of mine.

11 MR. BUNNELL: Did she have a relationship with
12 Manatt that you're aware?

13 MR. EVANS: Not that I am aware of.

14 MR. BUNNELL: Did she have a business that
15 she's associated with?

16 MR. EVANS: She works for Pepco.

17 MR. BUNNELL: You know whether Pepco was
18 represented by Manatt during the time that you were at
19 Manatt?

20 MR. EVANS: I believe -- I don't know the
21 answer to that, because this gets all mixed up at
22 Pepco, Exelon who was representing. We'll, I don't

1 know.

2 MR. BUNNELL: Okay [REDACTED].

3 MR. EVANS: I do kn [REDACTED]

4 MR. BUNNELL: Who [REDACTED]

5 MR. EVANS [REDACTED] is a business -- I don't know
6 how to descri [REDACTED]. He's just a guy I've known for a
7 long time, he is a business person.

8 MR. BUNNELL: What sort of business?

9 MR. EVANS: He did a l [REDACTED], but
10 I don't know what he does there.

11 MR. BUNNELL: Did he have a Manatt
12 relationship that you are aware of?

13 MR. EVANS: He was -- he was very close with
14 John. So I don't know the answer to that.

15 MR. BUNNELL: John Ray?

16 MR. EVANS: Yes.

17 MR. BUNNELL: [REDACTED]

18 MR. EVANS: I know [REDACTED].

19 MR. BUNNELL: Who is [REDACTED]

20 MR. EVANS: [REDACTED] is a business person, owns
21 office buildings and other buildings in the [REDACTED]

22 [REDACTED]

1 MR. BUNNELL: Aware of him having association
2 with that Manatt or being represented by Manatt in some
3 capacity?

4 MR. EVANS: I don't -- I don't know.

5 MR. BUNNELL: [REDACTED] we, just talked about -

6 -

7 MR. EVANS: Talked abo [REDACTED] ?

8 MR. BUNNELL: So you are aware th [REDACTED]
9 had a relationship with Manatt?

10 MR. EVANS: [REDACTED] was represent -- [REDACTED] company
11 was represented by Manatt.

12 MR. BUNNELL: And maybe you said this,
13 apologies, what was the name of [REDACTED] company?

14 MR. EVANS: I can't remember.

15 MR. BUNNELL: [REDACTED]

16 MR. EVANS: I don't know that name. That was
17 -- it appeared on one of these e-mails but I have no
18 idea who that was.

19 MR. BUNNELL: It came up on one of the
20 documents. Okay. [REDACTED]

21 MR. EVANS: Familiar with that name.

22 MR. BUNNELL: [REDACTED].

1 MR. EVANS: No.

2 MR. BUNNELL [REDACTED]

3 MR. EVANS: We talked about [REDACTED]

4 MR. BUNNELL: Right. And after going through
5 these documents, do you have any sort of clear record -
6 - recollection of whether he had some affiliation or
7 some relationship I should say?

8 MR. EVANS: I don't know.

9 MR. BUNNELL: With Manatt?

10 MR. EVANS: I don't know.

11 MR. BUNNELL: [REDACTED]

12 MR. EVANS: I know [REDACTED].

13 MR. BUNNELL: Who is [REDACTED]

14 MR. EVANS: [REDACTED] used to be at [REDACTED]

15 [REDACTED], and now has his own [REDACTED]

16 [REDACTED].

17 MR. BUNNELL: [REDACTED] across DC

18 --

19 MR. EVANS: Yes.

20 MR. BUNNELL: -- across the river?

21 MR. EVANS: I think he's over in Virginia.

22 MR. BUNNELL: Are you aware of him having any

1 association with Manatt?

2 MR. EVANS: No, I'm not aware of what he does,
3 or does not.

4 MR. BUNNELL [REDACTED]

5 MR. EVANS: I kn [REDACTED].

6 MR. BUNNELL: Who [REDACTED]?

7 MR. EVANS [REDACTED]

8 [REDACTED]
9 [REDACTED].

10 MR. BUNNELL: Any association with Manatt that
11 you're aware of with [REDACTED]?

12 MR. EVANS: No.

13 MR. BUNNELL: [REDACTED] -- [REDACTED]

14 MR. EVANS: I know [REDACTED]

15 MR. BUNNELL: Who is [REDACTED]

16 MR. EVANS: She's -- has her own business. I
17 can't remember what it is. I think it's in landscaping
18 or something. [REDACTED]
19 [REDACTED].

20 MR. BUNNELL: Do you have recollection of
21 providing any constituent services to any of those
22 people that I just --

1 MR. EVANS: I don't have any recollection, but
2 the answer is probably, but who knows. I don't know.

3 MR. BUNNELL: I mean, I could go through them
4 one by one, but I -- if you would --

5 MR. EVANS: Probably jumps out at me, but it
6 doesn't mean we didn't.

7 MR. BUNNELL: Now, some of these are entities
8 that are associated with --

9 MR. EVANS: Okay.

10 MR. BUNNELL: -- the individuals I just
11 mentioned. [REDACTED].

12 MR. EVANS: That's Sam.

13 MR. BUNNELL: [REDACTED] [REDACTED]

14 MR. EVANS: I'm unfamiliar with the [REDACTED]

15 [REDACTED]

16 MR. BUNNELL: Okay. Is you're aware of them
17 having an association with Manatt?

18 MR. EVANS: They could have only because --
19 you know, they were with Patton Boggs maybe somebody
20 from Patton Boggs went to Manatt, and they came along
21 but they were a pro bono client, as far as I remember
22 at Patton Boggs, yeah.

1 MR. BUNNELL: Okay [REDACTED].

2 MR. EVANS [REDACTED], yeah, I'm
3 somewhat familiar with them, yes.

4 MR. BUNNELL: What are they?

5 MR. EVANS: I can't remember what they're
6 doing.

7 MR. BUNNELL: Any individual that you
8 associate wit [REDACTED]?

9 MR. EVANS: No.

10 MR. BUNNELL: Do you associate them with
11 Manatt?

12 MR. EVANS: Yeah, I think John represented
13 them. Or maybe they were going to represent them or
14 something. I have some vague recollection.

15 MR. BUNNELL: What sort of problems do they
16 solve?

17 MR. EVANS: I don't know. I don't know what
18 they do.

19 MR. BUNNELL: [REDACTED]

20 [REDACTED].

21 MR. EVANS: Wow. Yeah, I -- I mean, I know
22 what it is but with Manatt, and I have no recollection

1 of it.

2 MR. BUNNELL: [REDACTED] have any issues
3 before the council, any of that?

4 MR. EVANS: Issues before the council. Not
5 that I recollect.

6 MR. BUNNELL: How about t [REDACTED]
7 [REDACTED], was that something you guys voted
8 on or took action --

9 MR. EVANS: That goes back so many years.

10 MR. BUNNELL: Well, I was just talk within the
11 last five years.

12 MR. EVANS: Oh yeah, I know, no.

13 MR. BUNNELL: Okay. All right, let's move
14 on. [REDACTED] (ph).

15 MR. EVANS: No, I don't know, they are just
16 not -- they are a real estate company but I don't have
17 any association with them or --

18 MR. BUNNELL: Is [REDACTED] a --

19 MR. EVANS: I don't know anything about them.

20 MR. BUNNELL: -- a Manatt client as far as you
21 know?

22 MR. EVANS: Not that I am aware of -- I don't

1 know.

2 MR. BUNNELL: Perseus Realty.

3 MR. EVANS: Yeah, I know Perseus.

4 MR. BUNNELL: Aware that they were a Manatt
5 client?

6 MR. EVANS: I don't know that they are, but --

7 MR. BUNNELL: No, I am asking that and not I'm
8 not trying to assume it, I'm just asking if you know.

9 MR. EVANS: I don't know.

10 MR. BUNNELL: Okay. Any -- any issues before
11 the council in the last five years involving [REDACTED]
12 [REDACTED] or Perseus Realty?

13 MR. EVANS: I don't know about [REDACTED]
14 [REDACTED], Perseus is the developer of the Scottish Rites
15 property.

16 MR. BUNNELL: Interesting. Okay. So the
17 answer would be yes. It would take us back to our
18 earlier discussion about that issue.

19 MR. EVANS: Yes.

20 MR. KOHLI: One question, do you know anybody
21 associated with Perseus Realty?

22 MR. EVANS: Yes.

1 MR. KOHLI: Do you know what's their name?

2 MR. EVANS [REDACTED]

3 MR. KOHLI [REDACTED]

4 MR. BUNNELL [REDACTED]

5 MR. EVANS: I don't know.

6 MR. KOHLI: Okay. Who' [REDACTED]

7 MR. EVANS: He's the Perseus Realty.

8 MR. KOHLI: And do you know what his position
9 is? He is [REDACTED] --

10 MR. EVANS: He's a big guy, he's maybe the
11 owner of it or something he's prominent in Perseus
12 Realty. I don't know their structure.

13 MR. KOHLI: Do you remember meeting with him
14 at any point prior to the Scottish Rites issue come
15 before the council?

16 MR. EVANS: Do -- do I would like ever you
17 mean

18 MR. KOHLI: Yeah, in the time period, before
19 or after --

20 MR. LOWELL: About Scottish Rite issue?

21 MR. EVANS: About the Scottish Rite issue.

22 MR. KOHLI: Yeah, about the Scottish Rite

1 issue.

2 MR. EVANS: No.

3 MR. BUNNELL: Okay [REDACTED]

4 MR. EVANS: I don't know what that is.

5 MR. BUNNELL: Rock Creek Property Group we've
6 talked about.

7 MR. EVANS: We've talked about that I don't
8 know where it is.

9 MR. BUNNELL [REDACTED]

10 MR. EVANS: That's [REDACTED].

11 MR. BUNNELL: Okay. And again with respect to
12 both of those no independent recollection of them being
13 a Manatt client.

14 MR. EVANS: That's correct.

15 MR. BUNNELL: And the Supreme Council that's
16 in that Scottish thing.

17 MR. EVANS: That's the Scottish Rite.

18 MR. BUNNELL: Okay. All right. (cross talk)
19 let me just, you got the tax stuff there. Let's start
20 with that.

21 MR. LOWELL: Tax returns, yeah. 2014 forward.

22 MR. BUNNELL: Yeah.

1 MR. EVANS: There is a --

2 MR. BUNNELL: Go ahead, ask your gas station
3 question.

4 MR. EVANS: Okay.

5 MR. KOHLI: So, I was wondering how exactly
6 your position on the gas station refuse (ph) was in
7 opposition to Manatt and their clients as far as you
8 know?

9 UNIDENTIFIED SPEAKER: Specially in relation
10 to the --

11 MR. LOWELL: Why was it adverse to -- what's
12 his name? [REDACTED] --

13 MR. BUNNELL: [REDACTED]

14 MR. EVANS: [REDACTED]

15 MR. LOWELL: Because he wanted --

16 MR. EVANS: [REDACTED] wanted to sell the gas
17 stations, the properties tear down the gas station and
18 build something, that wasn't a gas station. My
19 position were to keep the gas stations there.

20 MR. KOHLI: Okay. So what is the Gas Station
21 Abolishment Advisory Act to -- to one from 2017 the
22 most recent one?

1 MR. EVANS: I don't know. I mean, I tried to
2 give you guys there was a gas -- remember that was an
3 advisory committee members. So we got rid of the
4 committee but I can't remember why we wanted to get rid
5 of the committee. But it had something to do with all
6 of this. I think we got sued and lost. Now that I'm
7 thinking and we got sued because the city, I'm talking
8 about, you know, because we had this thing or didn't
9 have it. So there's a long history there and I'm not
10 the guy to ask about. I think Phil or Mary probably
11 know much more about this.

12 MR. KOHLI: So the only reason we ask is based
13 on our reading of the documents, it seemed like Manatt
14 clients had an interest in abolishing the advisory
15 (cross talk).

16 MR. EVANS: Oh, did they.

17 MR. KOHLI: Because that was --

18 MR. EVANS: Because that was in a way?

19 MR. KOHLI: Yeah, that was -- it was in the
20 way of allowing them to sell the property.

21 MR. EVANS: Yeah, yeah. But there was a
22 lawsuit involved too that I can't remember.

1 MR. KOHLI: Yeah. There is the lawsuit.

2 UNIDENTIFIED SPEAKER: Oh, there you go.

3 MR. KOHLI: So if you go to (cross talk)

4 MR. EVANS: I mean, you guys would know more
5 about -- I mean, asking me is, I don't know, if it's
6 there it is. It is what it is.

7 MR. KOHLI: So and again, if you go to tab 102

8 --

9 MR. EVANS: 102.

10 MR. KOHLI: Yes. Yeah, I think that is the
11 last tab.

12 MR. EVANS: But the point is, I was on inside
13 of keeping the gas stations, they were on the side of
14 getting rid of the gas stations. However, whatever
15 you're show me or anything is not going to change.

16 MR. BUNNELL: I apologies for a second here
17 for this. We did not get a copy of this and we haven't
18 had a chance to look at them.

19 MR. EVANS: Say it again.

20 MR. BUNNELL: We -- we --

21 MR. EVANS: (cross talk)

22 MR. BUNNELL: Apologies for the (cross talk).

1 This really relates to your payment arrangement, with
2 respect to Squire Patton Boggs in 2014. It appears
3 that there was some different treatments of different
4 parts of it on the tax return I think 75,000 was
5 indicated on Schedule C, which is business or profit --
6 profit or loss from business and then 140,000 of it was
7 listed as salary. This is from Squire Patton.

8 UNIDENTIFIED SPEAKER: And this is I think,
9 was a difference in treatment by the two firms.

10 MR. BUNNELL: Yeah, I'm just saying, maybe
11 that's what -- what that was.

12 MR. EVANS: That's what it was.

13 MR. BUNNELL: That -- is that what was --

14 MR. EVANS: That Patton Boggs a -- was a -- of
15 council salaried. They didn't take out taxes. Squire
16 Patton Boggs, they did.

17 MR. BUNNELL: Okay. So you just broke into
18 two different --

19 MR. EVANS: They converted to fall over.

20 MR. BUNNELL: Okay.

21 MR. EVANS: My account did it, listen I --

22 MR. BUNNELL: No, no, I understand.

1 MR. EVANS: I couldn't begin to explain that
2 to you except that that's what happened.

3 MR. BUNNELL: The operative question for us
4 which I'll ask you is whether you had any other sources
5 of income other than Squire Patton, you know other
6 outside businesses during this time forces?

7 MR. EVANS: No. No other forces to income.

8 MR. BUNNELL: Okay. I mean, other than the --

9 MR. EVANS: Other than -- whatever I don't
10 know.

11 MR. BUNNELL: Right.

12 MR. EVANS: But yeah, but yeah, we didn't have
13 any other business or something like other employee or
14 something.

15 MR. KOHLI: Yeah. Okay. So, tab 102 is this
16 letter from Attorney General -- I'm sorry, yeah, it's a
17 letter written by an attorney at Manatt Phelps,
18 Benjamin Hu (ph).

19 MR. EVANS: Yeah.

20 MR. KOHLI: And then the Carl Racine (ph)
21 forwards it to your office. At the very top you
22 respond, "Thanks Carl."?

1 UNIDENTIFIED SPEAKER: It's there at top of
2 what?

3 MR. KOHLI: The very top of the e-mail --

4 UNIDENTIFIED SPEAKER: There's no e-mail
5 attached to it.

6 UNIDENTIFIED SPEAKER: One or two there is --

7 MR. EVANS: One or two, okay, go back. Yeah,
8 okay, yeah got you.

9 UNIDENTIFIED SPEAKER: Thanks Carl. Yes.

10 MR. KOHLI: Do you -- do you remember
11 receiving this letter or looking at it?

12 MR. EVANS: No, but I probably didn't, but I
13 don't remember it.

14 MR. KOHLI: So if you turn to the letter, I'll
15 give you a chance to --

16 MR. LOWELL: You know it's a flat -- letter
17 you want him to read the whole thing?

18 MR. KOHLI: No, I mean, maybe just the first
19 page.

20 MR. EVANS: Okay, what's your question?

21 MR. KOHLI: So do you recall [REDACTED]
22 being a Manatt client?

1 MR. LOWELL: He asked and answered that. Want
2 to do it again please.

3 MR. EVANS: I don't.

4 MR. KOHLI: Okay. What sort of interest based
5 off of this letter do you think that ha [REDACTED]
6 [REDACTED] has in the gas station advisory board?

7 MR. EVANS: I don't think. No idea. You'd
8 have to ask them.

9 MR. BUNNELL: Okay. Let's -- are we, I think
10 we've -- I think we --

11 MR. LOWELL: I'm sorry. Can we just make
12 clear though, that the names, because you know, he said
13 he didn't know [REDACTED] but he does know that guy [REDACTED].
14 He knows that [REDACTED] represents interests that are trying
15 to convert gas stations to real estate development, so
16 that the guy [REDACTED] can make more money that way. He said
17 that he, Jay and Mendelson have had long standing
18 positions to try to stop the gas stations from being
19 converted. Because he believes that those gas stations
20 provide a service contrary to what [REDACTED] wants which is
21 to change them into something else, that's what he's
22 said. I don't know where this fits in but I wanted to

1 make sure the record is pretty clear about that
2 chronology unless they misstate it.

3 MR. BUNNELL: Yeah and I think we're clear on
4 your historical perspectives.

5 MR. EVANS: Yeah.

6 MR. LOWELL: And it's adversity to I mean the
7 client if it turns out tha [REDACTED] are the
8 same an [REDACTED] is the entity that's trying to do
9 this.

10 MR. BUNNELL: Yeah I mean I'm not sure the
11 adversity matters.

12 MR. EVANS: I don't know the --

13 MR. LOWELL: I'd say I think it does matter
14 but that's (cross talk).

15 MR. BUNNELL: We're going to talk about that
16 at some point. But we don't -- I don't think we take
17 issue with the fact that you are (cross talk).

18 MR. LOWELL: But it's a great example of what
19 he said before. If for some reason this guy writing a
20 letter would cause him to recuse himself. And then he
21 would be no longer able to oppose something that he was
22 opposed (cross talk) to what he said before.

1 MR. EVANS: Exactly. Exactly.

2 MR. LOWELL: So I think it does matter. But
3 we can talk about this for --

4 MR. BUNNELL: I am trying to find.

5 MR. TUOHEY: I haven't even touched them since
6 I gave it to you.

7 MR. BUNNELL: Oh, oh.

8 MR. TUOHEY: I've not touched them.

9 MR. BUNNELL: All right I'm trying to find
10 just a couple of large deposits that I wanted to ask
11 you about in your personal checking, not error but in
12 doing an audit of your personal finances. There was
13 one which I had trouble finding.

14 MR. EVANS: Do you know what it is? Do you
15 recall what it is, Steve?

16 MR. BUNNELL: Well, this is from our notes,
17 July 25, 2016, [REDACTED]

18 MR. TUOHEY: Or [REDACTED].

19 MR. KOHLI: You could say -- it could be [REDACTED]?

20 MR. BUNNELL: Okay.

21 MR. TUOHEY: Ring a bell.

22 MR. EVANS: Look I made it -- the only

1 deposits that are not my paychecks came from the home
2 equity line of credit. That's it.

3 MR. LOWELL: I think you described about those
4 payouts --

5 MR. EVANS: That's more recent.

6 MR. LOWELL: Yeah I know --

7 MR. EVANS: In '16 I don't think.

8 MR. LOWELL: So are we talking about '16?

9 MR. EVANS: That is what he said.

10 MR. TUOHEY: At a time when your kids were in
11 college.

12 MR. KOHLI: It could have been tuition, it
13 could have been tax, it could have been anything -- but
14 that's where the money came from.

15 MR. EVANS: But your point is like was there
16 another business paying the interest no. I mean the
17 law firm NSE (ph) there is no other -- anything after
18 paying I'd mentioned you know the [REDACTED]

19 [REDACTED]
20 and the only other sources of revenue we're borrowing
21 from my home equity and my credit.

22 MR. BUNNELL: I have another question about

1 sort of personal finances. Did you have a loan from
2 EagleBank at some point?

3 MR. EVANS: Home equity line of credit.

4 MR. BUNNELL: So was that on the property you
5 have in Georgetown?

6 MR. EVANS: Florida.

7 MR. BUNNELL: Florida?

8 MR. EVANS: Yes.

9 MR. BUNNELL: Do you recall when you got that?

10 MR. EVANS: I do. I actually went back and
11 looked it up. So I got the home equity line of credit
12 from EagleBank on 8/24/2010.

13 MR. BUNNELL: Do you still have that
14 outstanding?

15 MR. EVANS: I do.

16 MR. BUNNELL: What was the amount of the loan?

17 MR. EVANS: It started [REDACTED] and then it
18 increased to [REDACTED] as the property in Florida became
19 more valuable.

20 MR. LOWELL: The line of credit.

21 MR. EVANS: Yeah, the property went up --

22 MR. LOWELL: Right.

1 MR. EVANS: And then I could borrow more
2 against --

3 MR. BUNNELL: So --

4 MR. EVANS: So [REDACTED] and then I redid it
5 f [REDACTED].

6 MR. BUNNELL: Do you remember when you redid
7 it?

8 MR. EVANS: It wasn't long after, it maybe
9 like 2012 or something.

10 MR. BUNNELL: I am having trouble finding
11 these. All right I'm just going to ask you this.
12 There is a -- apparently there is a [REDACTED] check that
13 was deposited in November of 2017.

14 MR. EVANS: I would have to confirm that.

15 MR. BUNNELL: NSC?

16 MR. EVANS: NSC?

17 MR. BUNNELL: I don't know it's [REDACTED].
18 It seems like an odd.

19 MR. EVANS: Yeah that's an odd number. Yeah.
20 I don't know.

21 MR. BUNNELL: Yeah. There is a [REDACTED]
22 deposit in April of 2018. Any -- again my interest is

1 as you -- from what you were just mentioning is really
2 whether there is a source of additional funds coming
3 into your accounts.

4 MR. EVANS: Correct.

5 MR. BUNNELL: Other than your council salary,
6 your NSC consulting or outside employment with Manatt
7 and Squire Patton were there something else?

8 MR. EVANS: There is nothing else other than
9 the home equity line of credit and I mentioned the real
10 estate more recently in Minnesota.

11 MR. BUNNELL: This [REDACTED] deposit January 19,
12 2019.

13 MR. EVANS: That's from home equity line of
14 credit.

15 MR. BUNNELL: That's coming out of the home --
16 line of credit?

17 MR. EVANS: Out of the EagleBank line of
18 credit, yes.

19 MR. BUNNELL: I see.

20 MR. EVANS: Yeah, yeah.

21 So I get everything back, right.

22 MR. LOWELL: Not yet, you will.

1 MR. BUNNELL: Everything back, yeah.

2 MR. EVANS: All right.

3 MR. BUNNELL: And just I assume you understand
4 we -- I don't know -- we did not subpoena these.

5 MR. EVANS: No I appreciate that, and that's -

6 -

7 MR. BUNNELL: But I think it's beyond what we
8 need to look at, other than just to verify you didn't
9 have additional sources of income.

10 While he looks at -- to see if we missed
11 anything, let me just ask you some final --

12 MR. EVANS: Okay.

13 MR. BUNNELL: -- questions about ethics
14 training. Save the best for the last. Can you
15 describe the ethics training you've received as a
16 council member over the years?

17 MR. EVANS: At our council retreats. On
18 occasion we would have to spend an hour on ethics
19 training.

20 MR. BUNNELL: Okay.

21 MR. EVANS: That's it.

22 MR. BUNNELL: So is that an annual thing?

1 MR. EVANS: An annual thing. But I did check
2 and I -- the best person to give you that answer is the
3 secretary of the council Nyasha. And she told me that
4 we did in her time here so that would be probably the
5 last six to eight years, we did three or maybe four
6 sessions.

7 MR. BUNNELL: Okay. And you feel that your --
8 as a result of that training fairly familiar with the
9 council's code of conduct.

10 MR. EVANS: I wouldn't say as a result of that
11 training, it certainly helps, I would say I'm familiar
12 with it because I know it, I've read it and I
13 understand it.

14 MR. BUNNELL: What about your staff? Did they
15 get that same training?

16 MR. EVANS: Oh that I don't know.

17 MR. BUNNELL: Did you have any policies or
18 procedures in place in your office to help manage
19 potential conflicts or other ethical issues?

20 MR. EVANS: Stick (ph) with code five times.
21 I just don't want to give another answer that's going
22 to be -- we've covered it so many times.

1 MR. BUNNELL: Okay. I just want to ask you
2 something this financial disclosure forms.

3 MR. TUOHEY: Before you get to that.

4 MR. BUNNELL: Yeah.

5 MR. TUOHEY: I take it you are incorporating
6 my reference the several occasions where Jack wrote to
7 the council's general council asked for specific advice
8 on things.

9 MR. BUNNELL: I think he is incorporating by
10 reference -- I just asked a question but yeah.

11 MR. TUOHEY: No, no I want you to be able to
12 incorporate it because you had the documents. That's
13 part of the ethics training too.

14 MR. BUNNELL: Sure. I was going to get to it
15 a little bit -- of that in a second.

16 MR. TUOHEY: Okay, okay. All right.

17 MR. BUNNELL: But there is an issue around the
18 -- so this is behind Tab 1.

19 MR. EVANS: Tab 1.

20 MR. BUNNELL: Yeah. It's back to the future
21 here.

22 MR. EVANS: Back to the beginning, right?

1 MR. BUNNELL: Yeah sort of. Let's look at the
2 -- so these are the disclosure forms if you go in a
3 couple of blue dividers in there's a one for calendar
4 year 2016, date the filing was made '17, you see that?

5 MR. EVANS: Yes.

6 MR. BUNNELL: Okay. I believe that was the
7 one we talked about and if you flip to the next page
8 there is a section there where you list your non-
9 district employment and business and you listed Manatt
10 and then you listed NSC, right. That's on the second
11 page.

12 MR. TUOHEY: Just passed it, here.

13 MR. EVANS: Yes, I see, Manatt, NSC.

14 MR. BUNNELL: And we talked about whether the
15 forum called for you to disclose the client of NSC
16 Consulting?

17 MR. EVANS: Yes.

18 MR. BUNNELL: And you are there -- we talked
19 about it the first day we were here. I went back and
20 looked at this since I was sort of confused by it. If
21 you -- let me just direct your attention to -- so under
22 NSC Consulting right there is if you go down, there is

1 a little sub heading that says clients in the form,
2 right?

3 MR. EVANS: Yes.

4 MR. BUNNELL: And it says, I'll just read it,
5 if you answered yes...

6 MR. EVANS: Yes, but it is -- oh yeah. Okay.
7 Yes.

8 MR. BUNNELL: If you answered yes.

9 MR. EVANS: Yeah.

10 MR. BUNNELL: Because your spouse, registered
11 domestic partner, or dependent children were paid by a
12 client, as opposed to an employer, please identify
13 which if any client had or has had a contract with the
14 District or who stands to gain a direct financial
15 benefit from legislation that was pending before the
16 council in 2016. And then it provides a line for you
17 to provide the name of the client, right?

18 MR. EVANS: Yes.

19 MR. BUNNELL: But the question at the top is
20 did you have any non-District employment or engage in
21 any outside business during 2016 for which you received
22 compensation of \$200 or more, right?

1 MR. EVANS: Yes.

2 MR. BUNNELL: So there is no way you would
3 answer that question yes because your spouse,
4 registered domestic partner, or dependent children were
5 paid by the client. It's a disconnect, right?

6 MR. TUOHEY: You mean between that question
7 and the one down below?

8 MR. BUNNELL: Correct.

9 MR. TUOHEY: Yes, a disconnect.

10 MR. BUNNELL: Okay. Now look over at the next
11 -- so, if you go to number 2 under this sort of non-
12 District employment business, so number 2 was -- the
13 question is, was your spouse, registered domestic
14 partner, or dependent children employed by a private
15 entity or did they engage in any business endeavors
16 during 2016 for which they received compensation of
17 \$200 or more right?

18 MR. EVANS: Yes.

19 MR. BUNNELL: And then you have the same
20 questions. You list the position, title. And then it
21 says under clients, it says if you answered yes because
22 you were paid by a client as opposed to an employer,

1 please identify which if any client had or has had a
2 contract with the District or who stands to gain a
3 direct financial benefit from legislation that was
4 pending before the council in 2016. It would appear to
5 me that that -- that sentence belongs under question 1
6 and the client clarification for question 1 belongs
7 under question 2.

8 MR. TUOHEY: It maybe but that's not his
9 problem.

10 MR. BUNNELL: I don't --

11 MR. LOWELL: But the point that we have been
12 making that he has been making is that this is not a
13 form --

14 MR. BUNNELL: I didn't write the form.

15 MR. TUOHEY: Right.

16 MR. LOWELL: -- clarity, nor are the
17 instructions clear, nor are they consistent.

18 MR. TUOHEY: Yeah.

19 MR. LOWELL: If anything comes out of this,
20 hopefully what will come out of it is O'Melveny pointing
21 out some of the things that are clear from what we've
22 been doing for the last 12 months.

1 MR. TUOHEY: Yeah.

2 MR. BUNNELL: Well, sometimes it takes two
3 times through to sort of figure out what (cross talk).

4 MR. TUOHEY: No, I don't mean this.

5 MR. BUNNELL: Yeah.

6 MR. TUOHEY: I mean, I'm saying in general
7 what are the things that the last year's made clear is
8 that there are a lot of things that aren't clear. And
9 so you've just identified one more.

10 MR. BUNNELL: So, I'm not sure I'm reading it
11 correctly, but it -- I guess my question to you is
12 what, have you ever noticed that disconnect for
13 yourself?

14 MR. EVANS: No, I never have.

15 MR. BUNNELL: Then I -- I'll flip it forward a
16 little bit here. If you -- if you go to, I don't know
17 how many blue, it's just like two blue tabs in. There's
18 a handwritten version of the form in your book. Keep
19 going.

20 MR. EVANS: Yes.

21 MR. BUNNELL: That -- you described, I think
22 your process around this previously, like you would

1 fill it out by hand, and then someone else would type
2 it in.

3 MR. EVANS: Yes.

4 MR. BUNNELL: Okay. So, this presumably is
5 the handwritten version that -- is this your
6 handwriting by the way?

7 MR. EVANS: That is my handwriting.

8 MR. BUNNELL: Okay. So if you flip to, and by
9 the way, this is -- this is calendar -- the one I'm
10 looking at with you now is prior calendar year period
11 for which filing is made is 2017 this actually a
12 different year. But I think it illustrates the same
13 point. If we go to the section, the handwritten form
14 where you fill it out. When you go down to where it
15 says clients after you indicate Manatt, and after you
16 indicate NSC.

17 MR. TUOHEY: Keep going.

18 MR. EVANS: All right, clients, okay. Back to
19 the spouse thing again, right.

20 MR. BUNNELL: It doesn't have a spouse thing.

21 MR. EVANS: Where are you looking?

22 MR. BUNNELL: I am about to show you. Like

1 this is more --

2 MR. EVANS: I'm not sure there is a question
3 out of this other than just me.

4 MR. BUNNELL: Here, so when I'm -- when I say
5 here, I'm referring now on page three of this document
6 where you've indicated your position of counseling in
7 that, and you state your income. And then it says if
8 you answer yes, because you were paid by a client --

9 MR. EVANS: Right.

10 MR. BUNNELL: As opposed to because your
11 spouse or others prepared. So at least in the -- in
12 the form that you fill out by hand, it's a different
13 question, right?

14 MR. EVANS: Yeah it is.

15 MR. BUNNELL: And I guess my question to you
16 is, did you ever notice that before?

17 MR. EVANS: No.

18 MR. BUNNELL: Are there any other bank records
19 besides these?

20 MR. EVANS: What do you have?

21 MR. TUOHEY: I have -- I gave you before.

22 MR. BUNNELL: Okay. Why don't we follow up on

1 that later. I don't think we can resolve that here. I
2 think some of the things we noted when we reviewed them
3 don't seem to be in the records, but it may just be,
4 maybe we can spend a little time and just make sure
5 we're in sync afterwards. I just want to make sure.

6 MR. TUOHEY: Sure. I haven't touched him,
7 since I gave him to you.

8 MR. BUNNELL: Okay.

9 MR. TUOHEY: You guys the form we are looking
10 for awhile.

11 MR. BUNNELL: Yeah, no, no, that's fair.

12 MR. EVANS: I mean, every one of these can be
13 explained, but it can't be explained in the abstract
14 when you throw a number at it.

15 MR. BUNNELL: No, I understand, I understand.
16 I'm trying to strike a balance here.

17 MR. EVANS: You say the [REDACTED] deposit, I can
18 -- if I go back, I can figure it out exactly what it
19 is, but to throw it out at me, I have no idea.

20 MR. BUNNELL: Right. I didn't realize it was
21 such an unusual event, it stuck in your mind. And I --
22 I -- I'm not suggesting that you would remember every

1 deposit into your bank account. Let me just ask you a
2 general question about appearance of conflicts, that's
3 a concept that is embodied into the ethic rules that
4 some various places actually. Do you have a rule of
5 thumb with regard to how you assess whether there's an
6 appearance or not putting aside whether there's a
7 technical violation, just kind of broad scope. This --
8 appears like it could be an ethical issue or could
9 effect badly on the council. Do you have a rule of
10 thumb?

11 MR. EVANS: Best example of that, I think it
12 goes back to the Marriot (ph) situation where there was
13 no conflict. The public believed there was even though
14 there wasn't and I recused myself --

15 MR. BUNNELL: And you recused nevertheless.

16 MR. EVANS: Yes. So, yes.

17 MR. LOWELL: If -- I'm not sure this is
18 helping. If your notes from having taken a review of
19 whatever records, financial otherwise reflect an item
20 that you want to add the follow up at some point then
21 ask once we do this, I didn't sure. I don't know how
22 to help you get to what you're trying.

1 MR. BUNNELL: Yeah, I think -- I don't think
2 we need --

3 MR. LOWELL: But there is no reason, he is
4 given you a categorical answer, but that's fine to go
5 through it. But I think you're going to need to give
6 it to him.

7 MR. BUNNELL: Yeah, no, no, we were -- I mean
8 we were trying to do it by having the record show up
9 and then I thought we could find them quickly but
10 we're, we're not. So let's, this is not a major issue.
11 I don't think it requires all my time. And if there's
12 some complication around it, we can follow up
13 appropriately. So --

14 MR. EVANS: What -- what I'm worried about is,
15 look, I don't want my financial information in the
16 public arena. That's not fair. And you've been great
17 about it. But it's in your notes. And if any,
18 anything up to this point in the last year is clear to
19 me, there is nothing you can protect. So whatever
20 you're writing down is going to be in the front page of
21 the Washington Post. So I just ask you to be careful
22 about that. Not that you should be but I'm from --

1 there's nothing that is going to be protected.

2 MR. BUNNELL: Well, I -- I understand the
3 concern. I'm not sure I completely agree with the
4 predicate, but I get -- I get what you are saying.

5 MR. EVANS: You know what I'm saying. I mean,
6 I don't know where these leads come from, but they are
7 all over.

8 MR. BUNNELL: Okay. Do you have anything that
9 you -- you had some statements you wanted to put on the
10 record at the beginning? Do you have anything to add,
11 do you have anything else you want to put on it,
12 because I think we're --

13 MR. TUOHEY: The only thing we want to add is
14 --

15 MR. BUNNELL: We're done with it -- one
16 caveat, which is that we have not interviewed all of
17 the NSC clients. In fact, I think it's fair to say we
18 have really not fully interviewed any of the NSC
19 clients yet. But I expect we will interview at least a
20 couple before the thing is over. And we may need to
21 circle back.

22 MR. TUOHEY: You've said that before.

1 MR. BUNNELL: Yes. So I just want I know, I
2 know -- I know Abbe is anxious to come back again. So
3 I just want to let you know, there's still a
4 possibility, it could happen --

5 MR. EVANS: Can you change the breakfast fare
6 though, for the next time.

7 MR. BUNNELL: For you -- for you --

8 MR. EVANS: I mean the same bagel and the
9 same, you know, scone is --

10 MR. BUNNELL: Actually --

11 MR. EVANS: -- beginning to drive me nuts.

12 UNIDENTIFIED SPEAKER: Could we get donuts.

13 MR. BUNNELL: It's actually there --

14 MR. LOWELL: We did have one donut.

15 MR. EVANS: There is one.

16 MR. LOWELL: On, those are donuts.

17 MR. BUNNELL: Those are the same ones that
18 were here the first time. We just keep bring them
19 back. So you eat them.

20 MR. LOWELL: So look, we said at the beginning
21 and we'll say it now, especially as you speak to
22 somebody who there maybe then a follow up, we are fine,

1 and we can -- we can do that, we can come back or right
2 or answer your question in some fashion when you have a
3 follow up. There's no problem with it. And I expect
4 depending on what you do next, who you speak with or
5 what document you see, there will be. One thing I
6 would ask though is as normal practice, especially
7 because I think the council said that everything you do
8 will ultimately be public. Normally, there would be a
9 time period where we could see the transcript to make
10 corrections. So that would be good.

11 MR. BUNNELL: The transcript to the interview?

12 MR. EVANS: Yeah.

13 MR. LOWELL: Yeah, of his interview, just his
14 interview not of -- obviously anybody else's.

15 MR. BUNNELL: Okay.

16 MR. LOWELL: So when you're done with it, I
17 mean, not when you are done. When you have it now
18 after the four sessions, if we could have it.

19 MR. BUNNELL: Now that's, yeah and the court
20 reporter is available. So I'm sure they'd be happy to
21 provide you a copy.

22 MR. LOWELL: Yes, I understand.

1 MR. BUNNELL: Under their normal terms.

2 MR. LOWELL: Right, yeah. So would you make
3 sure you know, how we -- get in touch with us and what
4 that would entail and we'll deal with it. Thank you.

5 MR. TUOHEY: Another think is, I think it's
6 important that you talk to Michael Frish (ph), he is
7 really an expert in this community. We've talked about
8 that before, I think the easiest thing might be, Steve,
9 if you would, let us know, let me know what issues in
10 specific after you've talked to Jack and Rusty, and
11 whoever else you talked to, that you'd like to ask --
12 him to address and he will address them as openly as
13 you want.

14 MR. BUNNELL: Yeah, I think until -- two
15 things happen. One, we complete the fact --

16 MR. TUOHEY: Understand.

17 MR. BUNNELL: -- development. And secondly,
18 we reach some sort of preliminary view on certain
19 ethics issues.

20 MR. TUOHEY: Sure.

21 MR. BUNNELL: It doesn't make sense to talk to
22 him, or to sort of consult with him. But I would be

1 comfortable at that point with providing you some
2 indication of where we are so that he could then
3 address it, I think maybe in writing, but we can talk
4 about it.

5 MR. TUOHEY: Okay.

6 MR. BUNNELL: Yeah. By the way, I -- unless
7 we have more factual information, I think we can go off
8 the record.

9 MR. LOWELL: Sure.

10 MR. BUNNELL: Okay.

11 MR. EVANS: Yeah.

12 MR. BUNNELL: So we're, we're done for
13 purposes of the interview.

14 MR. TUOHEY: Thank you.

15 MR. BUNNELL: Okay. All right, so --

16 MR. EVANS: Keep in touch in terms of the
17 follow up --

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CERTIFICATE OF NOTARY PUBLIC

I, MICHAEL FARKAS, the officer before whom the foregoing proceedings were taken, do hereby certify that any witness(es) in the foregoing proceedings, prior to testifying, were duly sworn; that the proceedings were recorded by me and thereafter reduced to typewriting by a qualified transcriptionist; that said digital audio recording of said proceedings are a true and accurate record to the best of my knowledge, skills, and ability; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this was taken; and, further, that I am not a relative or employee of any counsel or attorney employed by the parties hereto, nor financially or otherwise interested in the outcome of



MICHAEL FARKAS

Notary Public in and for the

DISTRICT OF COLUMBIA

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CERTIFICATE OF TRANSCRIBER

I, WINJOY VIJAYAN, do hereby certify that this transcript was prepared from the digital audio recording of the foregoing proceeding, that said transcript is a true and accurate record of the proceedings to the best of my knowledge, skills, and ability; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this was taken; and, further, that I am not a relative or employee of any counsel or attorney employed by the parties hereto, nor financially or otherwise interested in the outcome of this action.

/s/ WINJOY VIJAYAN

WINJOY VIJAYAN

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NOTICE TO READ AND SIGN DEPOSITION

9/27/19

To: Steve Bunnell, Esquire

Re: Interview of Jack Evans - Jack Evans - Job# 3532169

Dear Mr. Bunnell,

Enclosed is a copy of the above-referenced witness deposition transcript

Please do the following within 30 days of receipt of this letter.

1. Have the witness read the testimony to verify its accuracy. If there

are any corrections required, the witness should note those corrections

on the Errata Sheet which is attached to the back of the transcript. If

no corrections are required, please have the witness write "No Corrections

necessary" on the Errata page.

2. Please have the witness sign the Acknowledgement of Deponent Page.

3. The ORIGINAL of the signed Errata and Acknowledgement Page must be returned to counsel who Noticed the Deposition and questioned

the witness.

4. Please also send a copy of the Errata and Acknowledgement of Deponent

page via email to: cs-midatlantic@veritext.com and/or mail it to:

Veritext Litigation Support Department

1801 Market Street

Suite 1800

Philadelphia, PA 19103

Thank you for your prompt attention to this matter. Should you have any

questions regarding the above, please feel free to contact us at 215-241-1000.

Very truly yours,

1 Veritext Legal Solutions

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3 CC: All Counsel

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