

Exhibit 9



Deposition of:
Interview

September 9, 2019

In the Matter of:
Interview

Veritext Legal Solutions
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INTERVIEW OF JACK EVANS

Moderated by Steve Bunnell
Monday, September 9, 2019
9:18 a.m.

O'Melveny & Myers, LLP
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Washington, DC 20006
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Reported by: Natalia Thomas
JOB No.: 3515200

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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 (cont'd)

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

2 COURT REPORTER: Good morning. My name
3 is Natalia Thomas from Veritext Legal Solutions -
4 Washington, DC. We're here for an interview with
5 Mr. Jack Evans, a continuation.

6 Today is September 9, 2019. The time
7 is 9:18 a.m. May I ask everybody present to please
8 state their name and affiliation starting with my
9 left?

10 MR. BUNNELL: Start with me? Okay.
11 I'm Steve Bunnell. I'm with O'Melveny and here on
12 behalf of the city Council, and Laurel is special
13 counsel.

14 MS. RIMON: Laurel Rimon with
15 O'Melveny.

16 MS. SAIED: Kimya Saied with O'Melveny.

17 MR. KOHLI: Rahul Kohli with O'Melveny.

18 MR. TUOHEY: Mark Tuohey,
19 BakerHostetler, co-counsel for Mr. Evans.

20 MR. EVANS: Jack Evans, Ward 2
21 councilmember.

22 MR. LOWELL: Abbe Lowell, Winston &

1 Strawn, for Mr. Evans.

2 MR. WINDLE: Garrett Windle, Winston &
3 Strawn, for Mr. Evans.

4 MR. BUNNELL: Great. Well, thank you,
5 Mr. Evans, for returning for the second part of this
6 interview. I assume we don't need to go through the
7 ground rules again unless you have any questions.

8 MR. EVANS: No.

9 MR. BUNNELL: The same situation it was
10 last week.

11 MR. EVANS: Yes.

12 MR. BUNNELL: Let me just ask you, as a
13 preliminary matter, whether you have communicated --
14 you personally have communicated with any of the NSE
15 clients, former clients, at any point since July of
16 this year.

17 MR. EVANS: Only to say hello in
18 passing. So we've had no conversations. For
19 instance, at an event last night, I saw Anthony Lanier
20 and said, "Hello." We had no substantive
21 conversation.

22 On the street maybe two months ago I

1 was walking down, I saw Rusty. He said, "Hi." He
2 kept moving. Ritchie I saw at an event at
3 Tony & Joe's several months ago. I said, "Hello."
4 Ryan I have not seen at all.

5 MR. BUNNELL: Any discussion about the
6 timing of our investigation?

7 MR. EVANS: No. These were all before
8 you guys.

9 MR. BUNNELL: Okay.

10 MR. EVANS: Except for last night,
11 yeah.

12 MR. BUNNELL: Any indirect
13 communications putting aside your counsel with any of
14 those people --

15 MR. EVANS: No.

16 MR. BUNNELL: -- about these issues?

17 MR. EVANS: No.

18 MR. BUNNELL: So just to put a finer
19 point on it, is it correct that you have not
20 communicated to any of the NSE clients or the
21 principals of those clients a desire that they not
22 cooperate with our investigation?

1 MR. EVANS: No.

2 MR. LOWELL: Wait. Did you say it's
3 not correct? I know you understand what he meant, but
4 I think there was a negative in there.

5 MR. BUNNELL: Okay. And I appreciate
6 it. Abbe is going to keep me very honest. I want to
7 be clear with the phraseology. So have you
8 communicated at any point -- and I will take it from
9 July 1st of 2019 to present -- with any of the NSE
10 clients about whether they should or should not
11 cooperate with the O'Melveny investigation that we're
12 here talking about today?

13 MR. EVANS: No. Is it a good time to
14 talk to these guys?

15 MR. BUNNELL: Abbe, if you guys --

16 MR. LOWELL: How about answer their
17 questions?

18 MR. EVANS: Okay.

19 MR. LOWELL: If you want to talk to
20 them --

21 MR. BUNNELL: Later.

22 MR. TUOHEY: That's for later? Okay,

1 sorry.

2 MR. BUNNELL: Let me -- let me ask you
3 a few preliminary questions about constituent
4 services.

5 MR. EVANS: Sure.

6 MR. BUNNELL: What does that mean in
7 the context of your -- your current job as a
8 councilmember? People use that term.

9 MR. EVANS: Just the term "constituent
10 services?"

11 MR. BUNNELL: Yeah. I'm just trying to
12 understand the universe that that sort of encompasses.

13 MR. EVANS: Constituent services takes
14 up about 80 percent of our time in the office, all of
15 us. Constituent services is when a constituent -- it
16 doesn't necessarily have to be a Ward 2 resident, but
17 a resident of the city contacts my office, myself, my
18 office and my staff members, for help in any fashion.

19 And we have, I believe, I wouldn't say
20 the best because it would be offensive to my
21 colleagues, but certainly, I believe, the best
22 constituent services office among my staff members

1 anywhere. I have eight -- I'm giving you more than
2 you need -- but I will say this. We have six
3 neighborhoods in Ward 2: Georgetown, Foggy Bottom,
4 Shaw/Kalorama, Logan Circle, Dupont Circle and
5 Downtown.

6 Everyone on my staff covers one of
7 those neighborhoods. We go to every ANC meeting,
8 every citizen's association meeting. And really the
9 heart and sole of the office -- even though I am a
10 legislator and my job should be legislation -- is
11 really responding to requests.

12 And the requests are varied all over
13 the lot. They're requests about the district.
14 They're requests about the feds, why your post offices
15 operate the way they do, just anything you can
16 imagine. We get probably -- I'm guessing -- 900
17 emails a day come into my email account.

18 MR. BUNNELL: A day?

19 MR. EVANS: A day. And Schannette
20 handles that and tries to figure out which one goes to
21 which -- my office is also divided into category
22 groups. Sherry Kimbel, who you've spoken with, is the

1 head of my constituent services office. But each one
2 of my staff members covers a different part of the
3 government.

4 This one I am going to get wrong, but I
5 think Sherry does DCRA, and I think Joe does one of
6 them, and Ruth does one. You know, you have all the
7 areas of the government, the different agencies. If a
8 tax question were to come in, that would go to
9 somebody, Sherry. A pothole question that comes in,
10 that would go to somebody. So that's how -- how we
11 handle that.

12 And it's the Tip O'Neill, obviously.
13 For those who don't know him, he is very famous for
14 saying, "All politics is local. The most important
15 street is the one in front of my house," you know,
16 that type of thing where you take care of things that
17 people are concerned about rather than the broader
18 issues which in realty they are less concerned about.
19 So constituent services is all encompassing as far as
20 I'm concerned.

21 MR. BUNNELL: And what are kind of the
22 leading categories? What are the things that get the

1 most requests?

2 MR. EVANS: The better person to ask is
3 Schannette because I don't know. Again, we get 900
4 emails a day. She goes through them. She farms them
5 out, erases them, whatever is the -- I would say when
6 I go out into the community -- maybe that's a good way
7 of answering your question -- at meetings, number one
8 is why are the streets so bad; number two, we need
9 more police protection.

10 Those really pop up constantly,
11 those -- those issues -- schools at some point but
12 surprisingly not as much emphasis we put on schools,
13 probably not in the top five. DCRA -- why is that
14 such a terrible agency and can't seem to get their act
15 together.

16 I was at Logan Circle last week. 14th
17 Street, a restaurant is running its oil into the
18 gutter which is blocking the drain which is flooding
19 people's houses. So DCRA is forever an issue. Tax
20 questions because I'm the finance guy, you know, come
21 up but not as often.

22 But that's what I would say is trash

1 pickup, you know, the nature of things like that, but
2 what comes into the office in the emails, she would be
3 a much better --

4 MR. BUNNELL: Okay.

5 MR. EVANS: -- person to determine what
6 the issues are.

7 MR. BUNNELL: And are there -- are
8 there some constituent service requests that you
9 personally get involved in trying to respond to?

10 MR. EVANS: Rarely. But I do, yes,
11 yeah, if it's something that my staff can't or I'm
12 better at it, then I do, yeah. So --

13 MR. BUNNELL: Can you give an example?

14 MR. EVANS: The police -- recently when
15 we had a rape in Georgetown, there were a lot of
16 concerns. I personally contacted the chief of police
17 who's been a friend of mine for 30 years.

18 MR. BUNNELL: Is that --

19 MR. EVANS: And, you know, to make sure
20 we get on that, and we did. There are -- I shouldn't
21 have said rarely. It's actually more than rarely in
22 the sense that if my staff tries and we don't get

1 anywhere, then I will call the director and -- or
2 email the director, or someone will email the director
3 on my behalf because I'm not really -- I can't type.
4 So someone is going to have to do this for me.

5 But, yeah, so those are the types of
6 things. If somebody needs to -- "I can't -- so and so
7 won't return my call. Can you arrange a call? So and
8 so -- I'm trying to get a meeting with them they
9 won't meet. Can you do something? We are trying to
10 get the mayor to an event, and she won't respond. Can
11 you talk to the mayor on our behalf?" So those are
12 the kind of things that I -- that I will get involved
13 in.

14 But, yeah, I'm trying to think. More
15 recently, the directors -- again, DCRA is a problem.
16 So I brought the director to a meeting in Logan Circle
17 the other day to deal with that complaint. DMV,
18 Department of Motor Vehicles -- you know, on occasion
19 I will be calling Lucinda trying to figure out why
20 something has gone off track on that. So that's --
21 yeah.

22 MR. BUNNELL: Okay. Would you

1 personally -- has it been your practice for you,
2 personally, to get involved in constituent services,
3 like, for a family member or for one of your outside
4 employers?

5 MR. EVANS: For a family member?

6 MR. BUNNELL: Yeah, let's start with --
7 I don't know. You have children.

8 MR. EVANS: Yeah.

9 MR. BUNNELL: Let's say there was a --
10 I don't know -- some parking ticket issue or
11 something, and they wanted some help dealing with the
12 DC government on that.

13 MR. EVANS: I can't think of an
14 instance I've gotten involved on behalf of my
15 children. A parking ticket, we would pay it.

16 MR. BUNNELL: Would you see -- would
17 you see any problem with that as an ethics or conflict
18 issue?

19 MR. EVANS: I would not see a problem
20 with that -- only in this regard that one of my
21 children is a constituent. And if they had a
22 constituent issue, then my staff could help them with

1 that. But I can't think of -- I can't think of when
2 that would happen.

3 MR. BUNNELL: Yeah. No, I would
4 say -- I'm not suggesting your son is a parking
5 violator. I'm just trying to come up with an example.
6 Let me try a different example. What if -- what if
7 during the period of time you were working at
8 Manatt -- so they were your employer -- they had
9 some -- I don't know -- DCRA issue.

10 MR. EVANS: Okay.

11 MR. BUNNELL: Would you in that context
12 feel it would be appropriate for you to personally
13 call the head of DCRA and say, "Hey, you guys are
14 jerking Manatt around. I need you to straighten this
15 out," something like that?

16 MR. EVANS: If that were to happen
17 which it didn't, I would refer that to Schannette who
18 would assign it to the appropriate staff member.

19 MR. BUNNELL: So you would avoid
20 personally doing something like that?

21 MR. EVANS: Yes.

22 MR. BUNNELL: And why is that?

1 MR. EVANS: Because I don't get -- I
2 try not to get involved in that level of work in my
3 office to be honest with you. Secondly, I mean Manatt
4 is -- I was working for Manatt so there is a potential
5 of appearance of something or another.

6 MR. BUNNELL: Okay. And that is --
7 that is ultimately where I was going with this.

8 MR. EVANS: Yeah.

9 MR. BUNNELL: So just to sort of sum
10 up, so in your mind it could present a conflict or an
11 appearance issue for you to reach out to the DC
12 government about an issue involving an employer?

13 MR. EVANS: I would say not.

14 MR. BUNNELL: You would say not?

15 MR. EVANS: Yeah, if it's just a
16 constituent, whether it's my employer or whatever,
17 asking for a constituent help, and I would refer that
18 to my staff probably. Yeah, that's what I would do.
19 So I don't see that, no.

20 MR. BUNNELL: You do not see that as a
21 problem? Okay. Okay. The NSE clients that you had,
22 do you recall whether you provided any constituent

1 services to them at any point?

2 MR. EVANS: When you say did I --

3 MR. BUNNELL: Yeah, that's a fair
4 point.

5 MR. EVANS: My staff --

6 MR. BUNNELL: Let's talk with -- yeah,
7 that's a fair point. Let's talk with -- let's start
8 with situations where you --

9 MR. EVANS: Do you have an example for
10 it? It's so hard to talk in the abstract.

11 MR. BUNNELL: Okay. Well, I'm just
12 trying to understand if you have memory of it -- of
13 doing this in the first instance. So do you recall
14 reaching out -- I'm not trying to play got you here.
15 I'm just trying to understand if there are examples
16 where you reached out to somebody, saying the DC
17 government, to help one of the NSE clients with a
18 problem that you would consider constituent services.

19 MR. LOWELL: Again, just for record
20 purposes, some of these people he's known for decades,
21 and then there is a period of time that he as an NSE
22 client relationship with some of them. Are you

1 meaning only for the period of time that he was a
2 consultant?

3 MR. BUNNELL: Let's focus on the period
4 of time that they are NSE consultant clients.

5 MR. EVANS: Okay.

6 MR. BUNNELL: So we're talking July of
7 2016 to -- the period that NSE Consulting is in
8 existence.

9 MR. EVANS: Okay.

10 MR. BUNNELL: So do you recall - and we
11 can talk about the specifics a little bit later, but
12 do you recall any instances where you reached out on
13 behalf of an NSE Consulting client?

14 MR. EVANS: During that time period?

15 MR. BUNNELL: Yeah, you personally, not
16 somebody on your staff, you personally.

17 MR. EVANS: With this qualification --
18 the answer is no with this qualification. It is not
19 unusual for my staff to send -- because I assume
20 you're going to be start showing the emails -- send
21 emails under my account to a director or to a person
22 in the government to -- on behalf of constituent

1 services as I am not aware of because the thought
2 process is if it comes from me it holds. It carries
3 more weight. So I am not aware of myself reaching
4 out. I can go through them. Forge, no. EagleBank,
5 no. Willco, no. I forget who I have here. There's
6 two more.

7 MR. BUNNELL: Anthony Lanier?

8 MR. EVANS: Yeah, okay. No.

9 MR. BUNNELL: Steve Fischer?

10 MR. EVANS: Steve Fischer, no. Those
11 are the only five. I recall any instance of me
12 personally reaching out on behalf of any of them to
13 anybody to help them not to say my staff hasn't but
14 not myself.

15 MR. BUNNELL: Right.

16 MR. EVANS: And during that time
17 period, I'm not sure even they did unless you have
18 something you could show me, maybe.

19 MR. BUNNELL: Now what about Digi?
20 Putting aside whether they're a client or not at any
21 point in time, but did you reach out on behalf of Don
22 MacCord?

1 MR. EVANS: Did I?

2 MR. BUNNELL: Yeah, you personally, not
3 the staff but you, personally, that you recall?

4 MR. EVANS: I don't recall, no.

5 MR. BUNNELL: And do you view that
6 as -- that kind of personal involvement by you in a
7 constituent services matter involving a paying client,
8 do you view that as a potential conflict issue?

9 MR. EVANS: Again, as I said before, if
10 it's a constituent request -- a legitimate constituent
11 request, by a constituent in a broad sense, then I
12 would assist that person or entity regardless.

13 MR. BUNNELL: So the fact that -- let's
14 say it's an entity is a paid client of yours, that, as
15 far as you're concerned, wouldn't change the way you
16 would handle the constituent request?

17 MR. EVANS: That's correct.

18 MR. BUNNELL: And if the entity didn't
19 have residence or presence in the District of
20 Columbia, would you consider -- still consider them a
21 constituent?

22 MR. EVANS: Yes. As I mentioned here

1 earlier, constituent is a very broad term. It's not
2 just Ward 2. It's not the city. It's people who
3 reach out to us.

4 And we have -- we've, over the 28 years
5 I've been there, have assisted just about whole lots
6 of people in businesses. It's unusual in the sense
7 that I always get emails from my colleagues saying,
8 "Well, somebody reached out to us, and they're in
9 Ward 2 or they're a finance issue or something. You
10 guys take care of it." Well, we don't do that. We
11 assist everybody who reaches out to us to the extent
12 we can.

13 MR. BUNNELL: Okay. Even somebody that
14 say lived in Santa Monica, California and they reached
15 out?

16 MR. EVANS: If they did, we would, yes.
17 I don't ever recall that happening.

18 MR. BUNNELL: Okay.

19 MR. EVANS: But if anybody reached out
20 to me or my staff, we would attempt to help them out.

21 MR. BUNNELL: Any follow-up on that?
22 Let me direct you to -- we are going to touch on a few

1 things that we talked --

2 MR. EVANS: Just a --

3 MR. BUNNELL: You all right?

4 MR. EVANS: Since I've been sitting
5 here, I've had 23 emails. It's a holiday. It's not
6 even a holiday, but Council is on recess. I won't do
7 anything. I'll let you know at the end of the --

8 MR. BUNNELL: All right.

9 MR. EVANS: -- three hours how many
10 we've gotten. I'm serious about that. They just come
11 in. They just come in.

12 MR. BUNNELL: But I assume you don't
13 read every -- you don't read 900 emails a day,
14 personally?

15 MR. EVANS: No. Schannette does. I
16 don't know how she does it, but she somehow gets
17 through them. I don't know how she does it, but she
18 does.

19 MR. BUNNELL: I've only had two emails
20 come in.

21 MR. EVANS: There you go.

22 MR. BUNNELL: We're going to touch on a

1 few things that we sort of went over at kind of a high
2 level last time when we were trying to just touch on a
3 few things. So I hope you'll bear with me. I'll try
4 not to be repetitive but to just make sure we're kind
5 of clear on some of the things that we talked about.

6 Tab 2 is an email from Schannette to
7 John Ray at Manatt dated January 14, 2015. Do you see
8 that?

9 MR. EVANS: Yes.

10 MR. BUNNELL: And then if you -- and it
11 says he's -- well, it's actually from Schannette.
12 She's an attaching your resume and business plan --

13 MR. EVANS: Yes.

14 MR. BUNNELL: Per a conversation that
15 you apparently had with Mr. Ray. And then if you flip
16 to the next, so past the divider --

17 MR. EVANS: It's January 14 or 15.

18 MR. BUNNELL: 15, right. And then
19 there's a business plan behind that we talked a little
20 bit about last time, but I just wanted to ask you a
21 couple other questions. If you want to just take a
22 look at it and see if you understand what I'm asking

1 about.

2 MR. EVANS: Okay.

3 MR. BUNNELL: So this document, do you
4 know who prepared this?

5 MR. EVANS: I do.

6 MR. BUNNELL: The first section of it
7 is captioned Law Firm Practice?

8 MR. EVANS: Yes.

9 MR. BUNNELL: And the last paragraph of
10 that sections says, "For the last 12 years I've been
11 of counsel at the law firm of Patton Boggs now Squire
12 Patton Boggs. My practice involves public policy
13 matters. Do you see that?

14 MR. EVANS: Yes.

15 MR. BUNNELL: What does -- what does
16 public policy matters mean in this context?

17 MR. EVANS: Okay. At Patton Boggs we
18 had various different practice groups in the firm, and
19 one of them was public policy. And so what public
20 policy involves is pretty much what it says. It's
21 policies that are taking place in the country around
22 various issues. And, you know, so -- that's --

1 depending on the clients you had at the firm, you
2 know, they had different issues in public policy.

3 MR. BUNNELL: Can you give an example
4 of the type of matter that would be covered by that?

5 MR. LOWELL: You can certainly talk
6 about the type of matter. You should not reveal the
7 client confidence, the identity of a client or what
8 they sought counsel of. But you can talk about the
9 kind of matter. Does that make sense?

10 MR. BUNNELL: That's fine.

11 MR. EVANS: The business climate in the
12 region is -- would be one public policy, I guess, that
13 comes to mind.

14 MR. BUNNELL: It would be more the
15 regulatory climate than a business climate.

16 MR. EVANS: The business climate as
17 well.

18 MR. BUNNELL: The business climate as
19 well?

20 MR. EVANS: I'm trying to think of an
21 issue that would fit into that. Politics was a big
22 discussion over at the firm, too. You know, the

1 democratic convention, the republican convention, who
2 is where. You know, Patton Boggs was very much
3 involved in politics because of Tommy, for sure. And
4 I worked closely with him a lot. So we had lots of
5 conversations about politics, about what was going on,
6 things of that nature. That's where it would fall
7 into.

8 MR. BUNNELL: Okay. Let me ask you to
9 look at the next page. Section three at the top of
10 that page is called "Business Development." You say,
11 "I'm looking to continue my law practice while
12 continuing to serve on the city council although the
13 Council requires a lot of my time an attention. I
14 intend to devote my remaining time to developing and
15 servicing my law practice."

16 At this point, in terms of what you
17 were contemplating, can you ballpark the percentage of
18 your time that you would be devoting to Manatt as part
19 of this proposal?

20 MR. EVANS: As we talked about last
21 time, it's impossible for me to quantify that. It's
22 whatever is necessary is the best way to describe it.

1 The city Council is a 24/7 job. Taking care of three
2 kids is a 24/7 job. Being on the city -- being at a
3 law firm is being available when they need you. So
4 it's -- it's not possible to quantify how much time I
5 spent in different categories. It's -- there's an old
6 adage. When you want something done give it to a busy
7 person.

8 MR. BUNNELL: Okay. Did Manatt have a
9 desire that you devote a certain percentage of your
10 time or a certain number of hours per year to Manatt
11 work as a condition of the compensation they were
12 providing you?

13 MR. EVANS: No.

14 MR. BUNNELL: May I ask you to look at
15 the next section where it says "Local Business"?

16 MR. EVANS: Yes.

17 MR. BUNNELL: If you go to the second
18 paragraph, you talk about, "With the support of a law
19 firm in utilizing the contacts I have made, I
20 recommend contacting major local businesses in the
21 metropolitan area seeking to provide legal
22 representation. For example, potential clients

1 include the Forge Company (Colonia Parking), Exelon,
2 Trammell Crow, Fort Myer Construction Corporation,
3 EagleBank, et cetera." Do you see that list?

4 MR. EVANS: Yes.

5 MR. BUNNELL: Did you have -- well, let
6 me ask you this. Forge Company, you obviously had a
7 personal contact or relationship there, right?

8 MR. EVANS: Yes.

9 MR. BUNNELL: That was Rusty Lindner?

10 MR. EVANS: Yes.

11 MR. BUNNELL: Exelon. Did you have a
12 contact or personal relationship there?

13 MR. LOWELL: Just because it was asked
14 before, go ahead again.

15 MR. EVANS: Yes.

16 MR. BUNNELL: Trammell Crow?

17 MR. EVANS: Yes.

18 MR. BUNNELL: At Exelon who was your
19 contact?

20 MR. EVANS: There was a gentleman who
21 was second in charge named [REDACTED]

22 MR. BUNNELL: [REDACTED]

1 MR. EVANS: I can't remember his last
2 name. I can look it up on my phone if you want me to.

3 MR. TUOHEY: [REDACTED]

4 MR. BUNNELL: [REDACTED]

5 MR. EVANS: Yeah.

6 MR. BUNNELL: And he was [REDACTED]

7 [REDACTED] at Exelon?

8 MR. EVANS: I believe so.

9 MR. BUNNELL: How about Trammell Crow?

10 MR. EVANS: Yes.

11 MR. BUNNELL: Who do you know there?

12 MR. EVANS: Do we have to give all
13 these names? I mean here's my concern. This is going
14 to be a public document faster than you get it typed
15 up. And once I start giving you names out there, the
16 press will then start calling these people up.

17 MR. BUNNELL: I mean is there -- is
18 there something about this that is proprietary or
19 confidential to anybody?

20 MR. EVANS: No. It's just what I told
21 you. I mean I've been in this a year, this nightmare.
22 And everything that has happened even with regards to

1 people telling me that this would never get out has
2 gotten out, everything.

3 I showed you, you know, confidential
4 documents, attorney-client privileged documents, IOO
5 [ph] documents, everything, and I have no reason to
6 believe that won't happen here. And what happens is
7 the -- I have five Washington Post reporters --
8 five -- who appear to be doing nothing else but
9 following me around.

10 And they've gone to people's houses,
11 harassed people, in my view. And I think any name I
12 give you they will do that. And that's why I'm
13 reluctant. It has nothing to do with I would tell
14 you. I'd tell you if you don't write down. I don't
15 know. What do you guys think?

16 MR. LOWELL: I mean I think your
17 concern is appropriate. I think -- I don't know where
18 it's all that germane as long as you're identifying
19 that you have contacts and those you don't. But if
20 they need it, I don't see a reason that you can't say
21 it.

22 MR. BUNNELL: I think there are two

1 separate issues. One is whether it's relevant to the
2 fact development that we've been asked to do which I
3 think it is and then, secondly, how we manage the
4 privacy interests. There's privacy interests around a
5 number of categories.

6 MR. EVANS: Maybe what we could do is
7 when the Council -- God knows they won't do it but
8 maybe at least some of the Council or maybe when there
9 are names that are not all that relevant to the public
10 but important to you when and if it gets released it
11 will be redacted. Maybe we could ask that, you
12 know --

13 MR. BUNNELL: Well, I'm happy to
14 discuss with your counsel about how we can manage some
15 of that.

16 MR. EVANS: Okay.

17 MR. BUNNELL: But I recognize your
18 concern. I think -- I think we're -- the water is
19 over the dam or under the bridge or whatever on some
20 of this, anyways. And I understand our role as being
21 exploring the potential conflicts around both work
22 that you had and work that you were proposing to get.

1 Those are both covered by the ethics rules. So --

2 MR. EVANS: Like, for instance,
3 Trammell Crow --

4 MR. BUNNELL: Okay?

5 MR. EVANS: What is the value of
6 knowing the person that I know there? What are you
7 going to do with that? Yes, I had a contact there, a
8 close friend. His name is X. Why do you need to know
9 the name for your investigation? Would you call him
10 up, or I mean that's --

11 MR. BUNNELL: We might. Is there -- is
12 there some reason that --

13 MR. LOWELL: I think we're spending too
14 much time.

15 MR. BUNNELL: You're right.

16 MR. LOWELL: I think you've expressed
17 that you don't want people harassed, and I think at
18 that point it's up to the city council and these
19 lawyers who are responsible to try to their best. And
20 I think you have to answer the question.

21 MR. EVANS: Okay. But you see my
22 concern?

1 MR. BUNNELL: I appreciate your
2 concern.

3 MR. EVANS: Yeah.

4 MR. BUNNELL: And we have tried to
5 accommodate --

6 MR. EVANS: I know you have.

7 MR. BUNNELL: Legitimate privacy
8 concerns with respect to your taxes and other issues.

9 MR. EVANS: I will give you an extreme
10 example. [REDACTED] okay. So you wanted, you know,
11 his name -- somebody did at some point. So Steve
12 Thompson who's a reporter for the Washington Post --
13 [REDACTED] has had very serious health problems. [REDACTED]
14 [REDACTED], and he went to their
15 house twice, three times. They have him on video
16 pounding on the door, and it scared the daylights out
17 of her.

18 MR. BUNNELL: Who is [REDACTED]

19 MR. EVANS: He's just somebody, but the
20 point is once a name gets out there -- it's not you
21 I'm worried about. The press will hound these people,
22 and they're friends of mine. And that's what I'm

1 trying to avoid. But I'll do it. It's not you, but I
2 have no confidence that you're going to be able to
3 protect this.

4 You know, the last law firm had a
5 document that said attorney-client privilege, et
6 cetera, and it got out. So okay. All right. Let's
7 go.

8 MR. BUNNELL: The individual at
9 Trammell Crow --

10 MR. EVANS: His name is [REDACTED] and
11 he is a former fraternity brother of mine.

12 MR. BUNNELL: Okay. How about Fort Myer
13 Construction?

14 MR. EVANS: [REDACTED]
15 [REDACTED]

16 MR. BUNNELL: EagleBank?

17 MR. EVANS: Bob Pincus and Ron Paul.

18 MR. BUNNELL: Xerox?

19 MR. EVANS: Xerox, I can't remember.
20 There was somebody I did know there, but I can't
21 remember who it is.

22 MR. BUNNELL: Okay. All right.

1 District of Columbia -- I assume that's the
2 government?

3 MR. EVANS: Yes.

4 MR. BUNNELL: Would you, while working
5 at the city council, would you also be proposing that
6 you would represent the DC government?

7 MR. EVANS: Not my -- The law firm
8 would.

9 MR. BUNNELL: The law firm?

10 MR. EVANS: Yes. Not me, yes.

11 MR. BUNNELL: Obviously, you know
12 people in the DC government. Willco?

13 MR. EVANS: Ritchie Cohen.

14 MR. BUNNELL: Uber?

15 MR. EVANS: I can't remember the people
16 there, but Uber when they first came to Washington --
17 it's a long story. But I became their champion. Uber
18 had a funny business model back in the day. I don't
19 remember who the person was, but there was somebody at
20 the time.

21 MR. BUNNELL: Okay. Marriott?

22 MR. EVANS: Their [REDACTED]

1 [REDACTED] was a classmate of mine in college.

2 MR. BUNNELL: EB-5 matters -- I assume
3 that's the immigration program?

4 MR. EVANS: Yeah. That's just an idea.

5 MR. BUNNELL: Okay. You also in the
6 next section -- you say, "I believe I can assist a
7 firm with a federal lobbying practice," --

8 MR. EVANS: If we -- I want to go back
9 to --

10 MR. BUNNELL: Yeah, yeah, sure.

11 MR. EVANS: The point was I knew
12 somebody that I could --

13 MR. BUNNELL: Yeah.

14 MR. EVANS: -- introduce the firm to,
15 and they could go and meet with them and see if there
16 is some legal work that could be done. We covered
17 this last time.

18 MR. BUNNELL: Right. You'd be
19 brokering an introduction, effectively.

20 MR. EVANS: Yes. Marriott has a
21 million employees. So we could do employment law. If
22 you see the context --

1 MR. BUNNELL: Oh, yeah. No, I got it.

2 MR. EVANS: It isn't like, "Let's go
3 work for the government or something." This was
4 trying to find a legal need that they had that our
5 firm could match up with.

6 MR. BUNNELL: Okay.

7 MR. EVANS: Even if I couldn't do it
8 because I don't do those kind of things.

9 MR. BUNNELL: Right. Right. But,
10 obviously, a firm like Manatt could do a whole range
11 of legal services.

12 MR. EVANS: Exactly.

13 MR. BUNNELL: The lobbying practice,
14 was that something that you -- fast forwarding a
15 little bit, there are provisions in the NSE Consulting
16 agreements that you have. Let's say you're not going
17 to do federal lobbying?

18 MR. EVANS: Correct.

19 MR. BUNNELL: So I'm just -- I'm
20 wondering whether something changed between the point
21 in time where you were proposing that or sort of
22 contemplating that as a possible area and then --

1 MR. EVANS: Again, it's more
2 connections that I have. So and so wants to meet with
3 a member of Congress. You know, over the years, I've
4 gotten to know --

5 MR. BUNNELL: Supporting a lobbying
6 practice and not necessarily being a registered
7 lobbyist?

8 MR. EVANS: Because I'm not a
9 registered lobbyist. So I could not do that kind of
10 work.

11 MR. BUNNELL: Right. Is that something
12 you literally could not do, register as a federal
13 lobbyist while as a DC councilmember?

14 MR. EVANS: I believe I could.

15 MR. BUNNELL: But it's something you
16 did not want to do?

17 MR. EVANS: No. There is no reason. I
18 guess I could have. It never got that far, never got
19 that far.

20 MR. BUNNELL: Do you feel the same way
21 about registering as a lobbyist in DC?

22 MR. LOWELL: Did that ever come up?

1 MR. EVANS: No.

2 MR. BUNNELL: Okay. Is that something
3 you could do as an outside --

4 MR. EVANS: I don't know, Steve. I
5 have no idea. I mean, as a councilmember could I
6 register as a lobbyist, that just doesn't make any
7 sense, but I have no idea.

8 MR. BUNNELL: Okay. I think there's a
9 reference somewhere to you not agreeing to do that.

10 MR. EVANS: Okay.

11 MR. BUNNELL: So I just ask based on
12 that. We may get to that in a little later.
13 Actually, the reference is in the next line where it
14 says, "Municipal Practice."

15 MR. EVANS: Yeah.

16 MR. BUNNELL: "While I would not be
17 able to directly lobby the DC government or the
18 District government, I could certainly use my
19 knowledge of local government to strategize with
20 someone looking to do business locally." So with
21 respect to lobbying the DC government, what does that
22 mean to you in that context?

1 MR. EVANS: Lobbying is a term of art
2 as you know. So in order to lobby, you have to be a
3 registered lobbyist. So I couldn't lobby the District
4 government because I'm not a registered lobbyist.

5 MR. BUNNELL: Okay. If you're not
6 using it as a term of art but just kind of in a
7 conversational way, could it encompass some
8 constituent service activities?

9 MR. EVANS: No.

10 MR. BUNNELL: Calling DCRA, saying,
11 "Hey, you guys are being unreasonable with respect to
12 this issue"?

13 MR. EVANS: No.

14 MR. BUNNELL: That's not how you meant
15 it?

16 MR. EVANS: No, not at all. Any
17 lobbying is on behalf of legislation, I would think.
18 I think that that's more what you're talking about
19 not --

20 MR. BUNNELL: It says the DC
21 government.

22 MR. EVANS: I understand, but that's

1 what I would think.

2 MR. BUNNELL: You also say, "My
3 knowledge of municipal government can be an asset in
4 dealing with other state and city governments
5 nationwide," at the end of that section, right?

6 MR. EVANS: Yes.

7 MR. BUNNELL: Is that something you
8 ever did at any point before or after, or was it just
9 a possibility?

10 MR. EVANS: We talked about it, but,
11 no, it never happened. The idea was I'm very
12 knowledgeable about municipal finance, and there are
13 many cities who would need that kind of -- it goes
14 back to what I talked about before. Why did we -- why
15 did we succeed and the other cities didn't: Baltimore,
16 Cleveland, Detroit?

17 What did we do in the alphabet soup of
18 TIFs, pilots, et cetera, et cetera. Would that not be
19 valuable to another jurisdiction to apply to how you
20 can be successful.

21 And more at Patton Boggs where we had a
22 number of [REDACTED] is a great example. [REDACTED]

1 and I have been friends for when he was -- going back
2 to Bill Clinton in 1990. Then he was [REDACTED]
3 [REDACTED] as you know. And he and I were --
4 shared a secretary at Patton Boggs. So [REDACTED] and
5 I -- he does nationwide --

6 MR. BUNNELL: Yeah.

7 MR. EVANS: -- whatever -- and we
8 always talked about that, or he had another partner
9 over there. And she was in airports, being with
10 airports. So the idea was to put together a group.
11 You know, I would be the municipal finance. [REDACTED]
12 would be the transportation guy. She would be the
13 airports guy -- other people to assist cities, other
14 jurisdictions --

15 MR. BUNNELL: Okay.

16 MR. EVANS: -- in trying to deal with
17 their problems. And that's a great way to do it
18 because then there's no involvement of the District.
19 It's somewhere else. It's entirely separated. It
20 never worked.

21 MR. BUNNELL: Yeah. Okay. Let's go
22 back to the list of potential clients there.

1 MR. EVANS: Yes?

2 MR. BUNNELL: Were any of those clients
3 or potential clients clients of Patton Boggs or Squire
4 Patton?

5 MR. EVANS: Forge.

6 MR. BUNNELL: How about Willco?

7 MR. EVANS: Willco, again, I don't
8 remember what happened. Right at the end I was
9 attempting to see if Willco would be a client to
10 Patton Boggs, and I don't know that they ever were.
11 But it was toward the end of my tenure there that we
12 were talking to them.

13 So I don't know the answer, but before,
14 say -- I left there at the end of '14 -- the middle of
15 '14 -- not that I'm aware of. And I don't believe
16 they ever were.

17 MR. BUNNELL: How about the other ones
18 on the list?

19 MR. EVANS: No.

20 MR. BUNNELL: Exelon?

21 MR. EVANS: No.

22 MR. BUNNELL: I mean you can read

1 through them.

2 MR. EVANS: None of them come to mind.
3 Forge, yes. Exelon, no. Trammell Crow, no. Fort
4 Myer, EagleBank, Xerox, DC -- DC might have been
5 because they did some work for the CFO. Willco, Uber,
6 Marriott, EB-5, no.

7 MR. BUNNELL: How about at Manatt, any
8 of these --

9 MR. EVANS: At Manatt --

10 MR. BUNNELL: -- any of these entities
11 end up being --

12 MR. EVANS: Forge, Exelon, Willco --
13 that's it.

14 MR. BUNNELL: Forge, Exelon, Willco --
15 EagleBank?

16 MR. EVANS: I'm not aware they were
17 ever a client. If you have something to show me they
18 were then --

19 MR. BUNNELL: No.

20 MR. EVANS: I'm not aware that they
21 were.

22 MR. BUNNELL: Okay. Anything else on

1 this document?

2 MR. EVANS: I think it's important to
3 stress that this business plan starts out with legal.
4 I tried to make this point last time when we were
5 talking about Nelson Mullins. I'm promoting my law
6 firm not my DC council by starting out with legal.

7 MR. BUNNELL: Okay.

8 MR. EVANS: When Nelson Mullins rewrote
9 my business plan, they left it.

10 MR. BUNNELL: No, I understand, and
11 that's why I was focusing on this one because --

12 MR. EVANS: Yeah, and I appreciate
13 that.

14 MR. BUNNELL: You said that you wrote
15 it. So I assume your view is that that more
16 accurately reflects your concept of what you would be
17 offering a firm?

18 MR. EVANS: Correct.

19 MR. BUNNELL: Okay. Does it -- does it
20 reflect what you were in broad strokes proposing to
21 offer your consulting firm clients as well? Is it the
22 same category of services?

1 MR. EVANS: Yeah, in a way. Yeah, I
2 think so. Yes. Yes. Yeah.

3 MR. BUNNELL: Let's look at tab 8.
4 This is the request --

5 MR. EVANS: Didn't we talk about this
6 last time?

7 MR. BUNNELL: We did. We did. I just
8 want to orient you. I have a follow-up question on
9 it.

10 MR. EVANS: Okay.

11 MR. BUNNELL: So this is March 28, 2016
12 memo from you to Ellen Efros who's the council GC
13 asking for an opinion about whether you must recuse
14 yourself due to your Manatt employment from signing
15 the attached letter requesting the repeal of the New
16 Columbia Statehood Initiative and Omnibus Board
17 Commission Reform Act or Amendment Act of 2014. You
18 have long names for bills.

19 MR. EVANS: Right.

20 MR. BUNNELL: And then she responds by
21 saying, if you look at the second page of her
22 opinion -- take your time if you want to re-orient.

1 We did talk about this earlier.

2 MR. EVANS: Mm-hmm. Okay. Go ahead.

3 MR. BUNNELL: So if you look at the
4 second page of her guidance, she says on the first
5 full paragraph, "The Council employee knows that the
6 employee's outside employer is providing services for
7 a client or otherwise representing a client in a
8 particular matter even if the Council employee is not
9 working in a capacity related to the client, the
10 Council employee cannot participate in the particular
11 matter." Do you see that?

12 MR. EVANS: Yes.

13 MR. BUNNELL: Do you understand that to
14 mean that you must recuse from any matters involving
15 the Manatt clients?

16 MR. EVANS: The Council employee knows
17 that the employees outside employer providing services
18 for a client -- you're saying Manatt is providing
19 services for a client -- or otherwise representing a
20 particular matter -- even if I'm not working on it --

21 MR. BUNNELL: Right.

22 MR. EVANS: -- then I must -- cannot

1 participate in that matter.

2 What does that mean? I don't know if
3 that means recuse or means I can't participate or
4 can't participate at the firm. What does that mean?
5 I don't know what it means. I'm just reading it.

6 MR. BUNNELL: Okay. Well, did you --
7 did you have a sense of what it meant at the time you
8 received it?

9 MR. EVANS: Just I can't participate in
10 the matter.

11 MR. BUNNELL: Then if you go -- go to
12 the next paragraph, "Even if the firm is providing
13 services to a client in a matter before the Council,
14 it is important to note that the standard requires
15 that there be 'a particular matter,' and a provision
16 of the rule provides that the term 'particular matter'
17 is limited to a deliberation, a decision or action
18 that is focused upon the interests of specific persons
19 or a discrete and identifiable class of persons.
20 Whether a matter before the Council is a particular
21 matter, must be determined on a case-by-case basis."
22 Do you see that?

1 MR. EVANS: Yes.

2 MR. BUNNELL: This is the guidance you
3 received back in April of 2016. What was your
4 understanding of -- of what the difference is -- well,
5 let me -- let me -- rather than just asking you to
6 restate the language in the memo, can you think of a
7 particular matter, quote, something that would be a
8 particular matter and contrast that to something that
9 would be a, quote, non-particular matter or a matter
10 that's non -- that's not particular?

11 MR. EVANS: I can't. I don't.

12 MR. BUNNELL: I'm just trying to
13 understand your understanding of what the line is
14 between a particular matter and a non-particular
15 matter because she seems to be making a distinction
16 between the two and saying for a particular matter
17 you've got a potential conflict that you'd have to
18 think about. For a non-particular matter, it's not
19 covered. Do you read it that way?

20 MR. EVANS: I'm just reading the
21 language. At the end it says a case-by-case basis
22 which means it's impossible to define until you see

1 it.

2 MR. BUNNELL: In the abstract.

3 MR. EVANS: Yeah.

4 MR. BUNNELL: Do you recall any
5 case-by-case review of any Manatt matters?

6 MR. EVANS: Do I recall any
7 case-by-case review of any Manatt matters?

8 MR. LOWELL: Meaning that he did not
9 participate at Manatt?

10 MR. BUNNELL: No.

11 MR. LOWELL: Or like the letter you
12 showed him he said he was not going to be involved in
13 whatever that long bill was. I guess it was a Manatt
14 thing, I think. It was a Manatt thing. Is that
15 right? What's the one before that he asked you about?

16 MR. BUNNELL: I'm not sure what that
17 question -- that clarification. Let me -- Let me ask
18 a more --

19 MR. LOWELL: That wasn't helpful.

20 MR. BUNNELL: No, I get the point. Do
21 you recall any situations where you had to apply this
22 guidance?

1 MR. EVANS: At Manatt any situations
2 where I had to apply this guidance? I don't. I don't
3 recall any situation where I had to apply this
4 guidance.

5 MR. BUNNELL: The request that -- the
6 request here is specific, right?

7 MR. EVANS: Yes.

8 MR. BUNNELL: To this particular --

9 MR. EVANS: Bill.

10 MR. BUNNELL: Provision or bill, yeah.

11 MR. EVANS: So her response is very
12 general, and the request is specific. I don't know.
13 Does the response even address this? Oh, it does.

14 MR. BUNNELL: The response is more
15 generic. It doesn't apply --

16 MR. EVANS: It doesn't address the bill
17 that I -- that I have pointed out here, right?

18 MR. BUNNELL: Do you recall whether you
19 recused yourself from the bill that you were asking
20 the question about?

21 MR. EVANS: I don't recall that I did
22 or didn't. I think I told you last time that I just

1 didn't know what this bill was. Right now as I sit
2 here -- and I didn't go research it since we were here
3 last time. So I don't know.

4 MR. BUNNELL: If you had recused
5 yourself, would you have documented that somewhere?

6 MR. EVANS: Well, the recusal policy is
7 I think you send a letter to somebody, the chairman or
8 something like that. Yeah, so you would document it
9 someplace.

10 MR. BUNNELL: Did you --

11 MR. EVANS: And I don't believe it's
12 ever been documented. So I must not have recused
13 myself.

14 MR. LOWELL: Did it come up?

15 MR. EVANS: I don't even know if it
16 came up. So that's the problem. It may not have even
17 come up.

18 MR. BUNNELL: It may not have. Is it
19 possible that you recused yourself but didn't document
20 it?

21 MR. EVANS: I don't -- I don't know.

22 MR. LOWELL: I'm sorry. On this issue,

1 I just need some clarification. If he writes a letter
2 that says such and such a bill, should I recuse or I
3 will recuse or I might recuse or should I recuse and
4 you get that response and then the bill never makes it
5 to a committee, never gets into the committee, never
6 gets to the Council, never actually gets proposed by
7 anybody -- if a tree falls in the forest and there's
8 nobody there, does it make a noise?

9 How would it -- would he have recused
10 himself if something never came up for which he needed
11 to recuse himself?

12 MR. BUNNELL: Probably not, but if it
13 did come up, I suppose he would have to recuse
14 himself.

15 MR. LOWELL: Right. And I think that's
16 why sometimes you're talking specific -- like, you
17 gave him a specific document, and sometimes you're
18 talking about hypotheticals. So I just wanted to make
19 that clear. I don't know what this one is because I
20 don't -- you don't have a document, and he doesn't
21 have a memory as to what happened on this. So I don't
22 know.

1 MR. BUNNELL: Fair enough. Okay.

2 MR. LOWELL: I mean my point was these
3 are -- I'm sorry -- to make this clear. We deal with
4 the terms like recusal or advice being given or what
5 is a conflict or whatever the code of conduct says,
6 and the way that gets applied by the Council and
7 their special counsel, is critically important. Now
8 we're doing this microscopic evaluation of documents
9 some terms of which as you said are generic to his
10 specific request in retrospect.

11 Where possible we should try to figure
12 out what actually happened because in retrospect you
13 could say, "Okay. What would have happened if this
14 came up," but we don't even know that it did come up.
15 And then therefore, we don't even know whether there
16 was a point to which he could have or should have
17 recused himself. Maybe that's a better clarification.
18 I just wanted to make sure we knew whether you knew
19 what happened on that bill because we don't.

20 MR. BUNNELL: If you were trying to
21 reconstruct what actually happened or didn't happen on
22 this bill based on your knowledge of what records are

1 available and memories are available within the DC
2 council, how would you suggest we go about that?

3 MR. EVANS: Call the secretary of the
4 Council and ask what happened to the bill.

5 MR. BUNNELL: Okay. And if you -- if
6 the bill had come before the Council and you had
7 recused, there would presumably be a document
8 reflecting that?

9 MR. EVANS: Presumably.

10 MR. BUNNELL: And where would we look
11 to find that?

12 MR. EVANS: The office of the
13 secretary.

14 MR. BUNNELL: The office of the
15 secretary. Let me ask you to look to the -- it's the
16 next tab. It's tab 11. This is something I think we
17 touched on last time.

18 MR. EVANS: Okay.

19 MR. BUNNELL: This is a draft letter
20 for you to send to BEGA. It looks like John Ray made
21 some revisions to sending to Schannette.

22 MR. EVANS: Yes.

1 MR. BUNNELL: And we're talking about
2 June 22, 2016, right?

3 MR. EVANS: Okay.

4 MR. BUNNELL: Then there's -- behind
5 it, there's a draft letter. It's actually dated
6 May 20, 2016 -- it's unsigned -- which is directed to
7 Darren Sobin who is director of government ethics at
8 BEGA. You're asking for an opinion from BEGA. You're
9 employed at Manatt. "It's come to my attention that
10 Manatt continues to represent Pepco holdings and
11 Exelon Corp." If you receive a flat salary from
12 Manatt, it asks an opinion as to whether you may vote
13 on matters before the Council affecting Pepco and
14 Exelon. I think that's the gist of it.

15 MR. EVANS: Yes. That's what it
16 appears.

17 MR. BUNNELL: Do you have any
18 recollection of this request?

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

20 MR. BUNNELL: Do you have any
21 understanding of why John Ray is helping with it?

22 MR. EVANS: I don't.

1 MR. BUNNELL: You said earlier that
2 Xelon/Peco is a Manatt client, right?

3 MR. EVANS: Yes.

4 MR. BUNNELL: Was that a client
5 relationship that you sort of helped bring to Manatt?

6 MR. EVANS: No.

7 MR. BUNNELL: Were you part of the
8 Committee on Business and Consumer Regulatory Affairs?
9 Were you a member of that at some point?

10 MR. EVANS: I don't know that we ever
11 had a committee on business. Is it here?

12 MR. BUNNELL: I don't know.

13 MR. EVANS: I think we have one now.

14 MR. BUNNELL: Okay.

15 MR. EVANS: And I'm not even sure we
16 have one now.

17 MR. BUNNELL: Was there a -- do you
18 recall a committee hearing, July of 2016, involving a
19 review of the Pepco/Exelon merger?

20 MR. EVANS: No, not to say it didn't
21 happen. I just don't recall.

22 MS. RIMON: Just one question.

1 MR. BUNNELL: Yeah. Yeah. Sure.

2 MS. RIMON: The previous letter that we
3 talked about in tab 8 was to Ellen Efros, and this one
4 is -- it's a draft but to BEGA. I'm just curious as
5 to why one would go one place and one the other, if
6 there is a particular reason.

7 MR. EVANS: I don't recall any reason
8 why one would go one place and one would go the other.

9 MS. RIMON: Did you have a practice of
10 sending questions like this either to the general
11 counsel or to BEGA depending on the circumstances?

12 MR. EVANS: Not a practice, no.

13 MR. BUNNELL: Did you see BEGA as
14 somehow having more ultimate authority on ethics
15 issues than the general counsel of the Council?

16 MR. EVANS: No.

17 MR. BUNNELL: So it wouldn't be a
18 situation where you could appeal the general counsel's
19 judgment by going to BEGA?

20 MR. EVANS: No.

21 MR. BUNNELL: How do you -- how do you
22 understand the relationship between BEGA and general

1 counsel of the Council when it comes to ethics advice
2 and guidance?

3 MR. EVANS: Prior to BEGA existing --
4 BEGA is a relatively new concept. So the general
5 counsel was the place we'd go or the Office of
6 Campaign Finance. So with BEGA existing, they have
7 the role with ethics as well. And I don't know that
8 it's clearly defined to anyone if you're going to
9 recuse yourself whether you go to BEGA or to general
10 counsel. My history has always been you go to the
11 general counsel just because BEGA is new. Other
12 people may feel differently because they haven't been
13 here as long as I have.

14 MR. BUNNELL: Do you have any sense
15 whether one was more flexible and pragmatic than the
16 other?

17 MR. EVANS: No, I have no sense of that
18 one way or the other.

19 MR. BUNNELL: Are you familiar with DC
20 PLUG?

21 MR. EVANS: Say it again?

22 MR. BUNNELL: DC PLUG, like an

1 electrical plug.

2 MR. EVANS: If you could tell me more
3 about it. That term, no -- it doesn't -- DC PLUG
4 doesn't come to mind. It sounds like something
5 familiar, but I have no idea what it is, no.

6 MR. BUNNELL: No. All right. Do you
7 guys want a break, or are you good?

8 MR. EVANS: Keep going.

9 MR. BUNNELL: Digi Media -- we're going
10 to go through some questions around Digi. So we
11 understand that -- I don't know how you want to
12 characterize it. We'll say potential client of NSE
13 Consulting was Don MacCord and the Digi Media
14 companies?

15 MR. EVANS: Yes.

16 MR. BUNNELL: Can you describe your
17 relationship with Don MacCord, historically to
18 present?

19 MR. EVANS: I met Don MacCord back in
20 the early 2000s when there was a discussion about
21 signs. He was introduced to me by a guy named [REDACTED]
[REDACTED] I don't remember what the issues were about

1 signs back then. Oh, no. I do remember. It was the
2 wall signs. Yeah. How much time do you want me to
3 spend on it? I mean, a lot, a little or none?

4 Years ago somebody put up -- it might
5 have been Chris Webber. It might have been Michael
6 Jordan on the side of a building, and the question was
7 is it legal or illegal. All of this was in my ward.
8 So at the end of the day we brokered a -- it's
9 interesting. As you drive around town, you wonder why
10 these things are there.

11 We brokered a -- I don't know what you
12 would call it -- a wall or whatever that you can
13 have -- I don't remember the number. I think it's 23
14 wall signs around town on a side of a building. It
15 can't be moved. If the building gets torn down, you
16 are out of luck. You lose your wall sign.

17 And the issue was a taking. So the
18 city couldn't say, you know, "All these things have to
19 go."

20 MR. BUNNELL: Right.

21 MR. EVANS: Because you get sued
22 because it's the taking of somebody's property. They

1 were involved back then. So that was how I met Don
2 MacCord.

3 MR. BUNNELL: Other than that sign
4 issue, did you have a personal sort of friendship type
5 of relationship with him over the years?

6 MR. EVANS: No.

7 MR. BUNNELL: Socialize with him?

8 MR. EVANS: No. He vanished for a long
9 time and then reappeared back in 2014. So we hadn't
10 had any contact with him for a long time.

11 MR. BUNNELL: Was he --

12 MR. EVANS: When I say vanished --

13 MR. BUNNELL: From your perspective, he
14 wasn't --

15 MR. EVANS: He wasn't in touch with us,
16 yeah.

17 MR. BUNNELL: During that period of
18 time, did he live in the DC area?

19 MR. EVANS: That I don't know.

20 MR. BUNNELL: Do you know whether at
21 any point he was a DC resident?

22 MR. EVANS: I don't.

1 MR. BUNNELL: Do you know if he had any
2 connection to Washington state?

3 MR. EVANS: Only what I've read in the
4 newspapers.

5 MR. BUNNELL: So from 2000 to, let's
6 say, 2014, is it fair to say you didn't -- other than
7 the wall sign, is it fair to say you didn't have a lot
8 of interaction with him?

9 MR. EVANS: None, that I remember.

10 MR. BUNNELL: Okay. Did he ever send
11 you gifts or offer to do favors for you or anything of
12 that nature during that period of time?

13 MR. EVANS: No.

14 MR. BUNNELL: Campaign contributions,
15 that you recall?

16 MR. EVANS: No.

17 MR. BUNNELL: Or political help for
18 other candidates if you were collecting checks for,
19 say, a presidential candidate --

20 MR. EVANS: No.

21 MR. BUNNELL: -- or anything of that
22 nature?

1 MR. EVANS: No.

2 MR. BUNNELL: So when he -- when he
3 resurfaced, what do you recall about that?

4 MR. EVANS: I think he got in touch
5 with us to -- I have a little cheat sheet here so I
6 don't get it mixed up. My recollection is that on
7 April 26 of 2014 somebody, maybe Schannette -- I don't
8 know -- got an email from Don. I don't know if he
9 ever contacted us before that. I don't know, but that
10 is my earliest recollection with my cheat sheet here
11 of when we heard from Don.

12 MR. BUNNELL: Okay. And at some point
13 there was discussion about him engaging NSE
14 Consultants. Is that correct?

15 MR. EVANS: The way that started --
16 when I started the firm at the end of July in 2016, I
17 reached out to Don among other people. But Don was
18 one that I reached out to about potentially becoming a
19 client.

20 MR. BUNNELL: So it was your idea that
21 he engage you through that company?

22 MR. EVANS: I reached out to Don to see

1 if he would want to become a client.

2 MR. BUNNELL: And when you reached out
3 to him, what services did you anticipate providing
4 him?

5 MR. EVANS: My understanding at the
6 time was that he had a company that was -- a side
7 company that was nationwide and that I would provide
8 strategic advice on business and other areas. I
9 believe that was in the document. I'd have to go back
10 and look at it.

11 MR. BUNNELL: Did you actually provide
12 any of those services to him?

13 MR. EVANS: No, because in my view,
14 which we talked about that, he never became client.
15 You can say he was a client for two weeks, however you
16 describe it, but, yes, no.

17 MR. BUNNELL: The proposed -- I'll just
18 use your sort of frame around it. The proposed
19 engagement -- there were two separate engagement or
20 service agreements. Is that correct?

21 MR. EVANS: I don't recall. What do
22 you mean two --

1 MR. BUNNELL: Well, there were --

2 MR. EVANS: Two companies --

3 MR. BUNNELL: -- two entities --

4 MR. EVANS: Yeah.

5 MR. BUNNELL: I think one was Digi

6 Media and one was Digi Outdoor Communications?

7 MR. EVANS: I think that's correct.

8 MR. BUNNELL: I may be getting the
9 names a little bit off, but one was an LLC. One was a
10 corporation.

11 MR. EVANS: That I don't remember, but,
12 yes, there were two separate entities is what I
13 remember.

14 MR. BUNNELL: Do you recall why -- why
15 it was structured that way?

16 MR. EVANS: Just he had two companies,
17 and I provided advice to both companies.

18 MR. BUNNELL: And the annual retainer
19 for each was 25,000? We can look at it if you don't
20 recall.

21 MR. EVANS: Okay.

22 MR. BUNNELL: Does that sound right?

1 MR. EVANS: It sounds right.

2 MR. BUNNELL: Do you recall any
3 discussion about the dollar amount, whether it would
4 be 25 or some different amount?

5 MR. EVANS: No, other than it would be
6 25.

7 MR. BUNNELL: And where did that number
8 come from?

9 MR. EVANS: From me.

10 MR. BUNNELL: And did you have some
11 reason for picking that number?

12 MR. EVANS: No, not any other reason
13 other than that's what I thought my services were
14 worth.

15 MR. BUNNELL: And at some point you
16 received some checks from Digi. Is that correct?

17 MR. EVANS: Yes.

18 MR. BUNNELL: What do you -- what do
19 you remember about the circumstances around receiving
20 the checks? Did he hand it to you? Did you -- do you
21 remember getting them?

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

1 that, and I don't remember whether they were mailed --
2 no, they were mailed to me. Yeah, they were mailed to
3 me because I didn't get the checks until I came back
4 from vacation. So, yes, they were mailed to me.

5 MR. BUNNELL: Just to help you focus
6 yourself, do you remember where you were on vacation
7 that year?

8 MR. EVANS: Nantucket.

9 MR. BUNNELL: Okay. And there was also
10 a stock certificate that you received at some point,
11 right?

12 MR. EVANS: Yes.

13 MR. BUNNELL: We talked a little bit
14 about that last time. Do you recall requesting the
15 stock, or was it -- we covered this a little bit.

16 MR. LOWELL: I think that was already
17 gone into. I don't mind you doing it again, but just
18 to remind you that we talked about that, as to the
19 penny stock, how it was evaluated, whether or not it
20 was his request, whether he got it. You know, that
21 was all last week.

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

1 MR. LOWELL: Do it again.

2 MR. BUNNELL: I don't want to -- I
3 don't want to duplicate what we've already covered.
4 So the code of conduct of the Council covers
5 soliciting things of value. In your view, would
6 requesting the stock from Digi constitute soliciting a
7 thing of value?

8 MR. LOWELL: Can you just get the
9 underlying facts correct, though, first? You're
10 making an assumption that doesn't conform to what he
11 told you. He did solicit. It was a conversation. It
12 was offered. He said, "I don't want to get it. I
13 want to pay for it." It was a question of valuation.
14 He got the stock. He at that point decided not to do
15 it.

16 I mean I just want your facts to be on
17 the same page if you're then going to ask him his view
18 about what happened.

19 MR. EVANS: That's what I said last
20 week.

21 MR. BUNNELL: Okay.

22 MR. LOWELL: Maybe it makes sense to

1 clarify if you feel like it's -- go over the stock
2 issue again and state the chronology.

3 MR. BUNNELL: I was trying to do that.
4 I got the impression that you were anxious to kind of
5 cut through the chase.

6 MR. LOWELL: But only if your
7 underlying -- I mean if you're going to ask him to
8 opine on something, then make sure you and he are on
9 the same factual page as to what happened. If he
10 solicited stock for which he was not going to pay and
11 which was something that would implicate the receipt
12 of a gift, your question, I understand. If that's not
13 what happened, then your question does not have a
14 factual underpinning.

15 MR. BUNNELL: That's fair. He either
16 solicited it or offered to buy it, I guess -- those
17 are the two possibilities here?

18 MR. EVANS: He offered it to me.

19 MR. BUNNELL: He offered it to you.

20 MR. EVANS: And I said --

21 MR. BUNNELL: Let me just -- just so we
22 are working off the same facts, and then I'll ask my

1 question again, tell me -- tell me your recollection
2 of how the stock came up in the first instance.

3 MR. EVANS: He offered the stock to me.
4 I said, "I can't take stock, but maybe I will buy it."
5 He -- everything I said to you last time. "Well, why
6 would you do that?" My securities background, penny
7 stock. You can make a lot of money if you buy penny
8 stock if the company goes public, et cetera, et
9 cetera.

10 So it's like, hmm, interesting. We
11 could never figure out what it was worth not that we
12 put a lot of time in it. And when I got the stock, I
13 immediately took it back and gave it back to him.

14 MR. BUNNELL: Do you have an
15 understanding of what Digi Media's -- the Digi
16 companies -- I don't want to limit it to just any
17 particular affiliate. But the Don MacCord Digi
18 Companies, did you have any understanding of what the
19 strategy was in terms of getting digital signs up in a
20 way that would not be blocked by the DC government?

21 MR. EVANS: Yes.

22 MR. BUNNELL: What's your understanding

1 of that strategy?

2 MR. EVANS: My understanding -- and
3 this is layman's talk. So I don't have an in-depth --
4 I never studied it. It's kind of my recollection of
5 what he was doing.

6 MR. BUNNELL: Understood.

7 MR. EVANS: Is that in the District if
8 a sign is more than 12 inches from a window it's
9 illegal. And I believe that it's a loophole in the
10 law. That's how it was somehow described by somebody
11 at some point. He was going to erect these signs 12
12 inches back from the window. That's what his strategy
13 was.

14 MR. BUNNELL: And was there a
15 legislative piece to this strategy?

16 MR. EVANS: I'm not aware there was a
17 legislative piece, no.

18 MR. BUNNELL: I would just ask you to
19 look at tab 16. It's an email dated April 26, 2014,
20 from Don MacCord to you.

21 MR. EVANS: Yes.

22 MR. BUNNELL: Is this -- is this the

1 time frame in which he kind of resurfaced and started
2 talking with you again about his sign projects, or was
3 that earlier or later?

4 MR. EVANS: This is my recollection.

5 MR. BUNNELL: So this would be the
6 first resurfacing that you recall?

7 MR. EVANS: That's my recollection,
8 yes.

9 MR. BUNNELL: And then if we go to
10 tab 17, what is that document by the way, tab 17? Are
11 you familiar with that?

12 MR. EVANS: That's a schedule of mine.

13 MR. BUNNELL: Is that something that is
14 prepared for you on a regular basis?

15 MR. EVANS: Every day.

16 MR. BUNNELL: Who actually prepares it?

17 MR. EVANS: Windy.

18 MR. BUNNELL: Okay. And tab 17 is the
19 schedule for June 16, 2014, right?

20 MR. EVANS: Yes.

21 MR. BUNNELL: And it includes a meeting
22 with Don MacCord, right?

1 MR. EVANS: Yes.

2 MR. BUNNELL: Do you recall that
3 meeting?

4 MR. EVANS: I don't.

5 MR. BUNNELL: Do you know whether you
6 met with him?

7 MR. EVANS: I don't. I don't have it
8 on my list of having met with him on that day. So --

9 MR. BUNNELL: What's your -- what's
10 your list based on?

11 MR. EVANS: Me just going back trying
12 to put everything together. And keep in mind, just
13 because it's on the schedule, doesn't mean it
14 happened --

15 MR. BUNNELL: Sure.

16 MR. EVANS: -- unfortunately, but I
17 don't have a recollection of that. I have a meeting
18 not for -- not until February 15 to be honest with
19 you. It's the first time I have myself meeting with
20 Don MacCord.

21 MR. BUNNELL: Who's Kevin Stogner?

22 MR. EVANS: Kevin was -- oh, see, Kevin

1 was an attorney on my staff. And, you know, what
2 probably happened here was maybe Kevin met with him
3 without me, and that's -- that's probably what
4 happened. But I don't know that for sure.

5 MS. RIMON: Just a quick question about
6 your cheat sheet.

7 MR. EVANS: Yes?

8 MS. RIMON: What did you refer to to
9 create that?

10 MR. EVANS: Everything, you know,
11 memory, schedules, whatever I could find that would
12 help put it together.

13 MR. BUNNELL: Do you know whether there
14 was discussion at this point about the possibility of
15 passing legislation through the Council to preserve
16 MacCord's right to install digital signs?

17 MR. EVANS: There was none that I
18 remember.

19 MR. BUNNELL: So if we go to the next
20 tab, tab 18, this is another one of your daily
21 schedules, right?

22 MR. EVANS: Yes.

1 MR. BUNNELL: And it's dated
2 February 27, 2015, right?

3 MR. EVANS: Correct.

4 MR. BUNNELL: And the first item at
5 9:30 a.m. is you meeting with Don MacCord and Chris
6 McCarver (Branded Cities) and Steve Ellman, Chairman
7 and CEO of Branded Cities and Vaibhav Gupta, CFO?

8 MR. EVANS: Okay.

9 MR. BUNNELL: Do you know who those
10 people are -- Chris McCarver, Steve Ellman?

11 MR. EVANS: I don't.

12 MR. BUNNELL: Do you know whether you
13 went to that meeting or not?

14 MR. EVANS: I don't. But on my cheat
15 sheet I have it down. So I'm guessing I did.

16 MR. BUNNELL: So --

17 MR. EVANS: I think I have a
18 recollection that a meeting happened at some point
19 with people. So this could very well be that.

20 MR. BUNNELL: Is your -- is your cheat
21 sheet based on talking to other people like your staff
22 about whether you actually went to things?

1 MR. EVANS: Not really, no. It's just
2 trying to put it together. I can't even -- I did this
3 November of last year, I think. So it's --

4 MR. BUNNELL: Closer in time than
5 today?

6 MR. EVANS: Not anywhere near today,
7 no.

8 MR. BUNNELL: All right. Do you know
9 what Branded Cities is?

10 MR. EVANS: I don't. I don't. It
11 sounds like -- I think it's a sign company, but I
12 don't know.

13 MR. BUNNELL: Okay. But you believe
14 you went to this meeting --

15 MR. EVANS: Yes.

16 MR. BUNNELL: -- based on your cheat
17 sheet. What do you recall about the meeting?

18 MR. EVANS: Nothing.

19 MR. BUNNELL: Do you recall why you
20 were having a meeting about signs? What was the
21 Council's interest in it?

22 MR. EVANS: Nothing. I believe I was

1 having a meeting because Don requested a meeting. Don
2 was persistent over the months in having a meeting.
3 So I think at some point we just decided to have a
4 meeting.

5 MR. BUNNELL: Do you recall whether
6 there was any ask?

7 MR. EVANS: No, there wasn't. I don't
8 recall any ask -- my recollection is there was a
9 meeting that happened whether it was this meeting or
10 some meeting happened. So let's say it was this one.
11 It was more of an informational. This is what I'm
12 doing.

13 MR. BUNNELL: Okay.

14 MR. EVANS: And that was it.

15 MR. BUNNELL: The next item on that
16 schedule says CE. I assume that's you, right --

17 MR. EVANS: Yes.

18 MR. BUNNELL: -- Councilmember Evans --
19 goes to Manatt for meetings. It lists four meetings.
20 Was that part of your interview process there?

21 MR. EVANS: Looking at the names that
22 are there, I would guess it is, yes.

1 MR. BUNNELL: Do you recall how many
2 times you went in to meet with them?

3 MR. EVANS: I don't.

4 MR. BUNNELL: Did you have any
5 discussions with Don MacCord about contributing to
6 your constituent services fund?

7 MR. EVANS: Yes.

8 MR. BUNNELL: What do you recall about
9 that?

10 MR. EVANS: I don't recall exactly.
11 But we do contribute to our constituent services fund.
12 Nothing more or less than that. I don't even know if
13 I had any discussions with him about that now that I
14 think of it.

15 When we do the constituent services
16 fund, we send out letters. And he may have just been
17 on the letters. I should have said, "I don't remember
18 having any discussions with him." I don't remember
19 having done that.

20 MR. BUNNELL: Presumably, he didn't
21 just know about it. Somebody must have told him about
22 the fund?

1 MR. EVANS: Well, again, we send out
2 letters to donors. We have been doing a constituent
3 services fund for 28 years or whatever this date is.
4 Subtract the times. So the way we handle it we have a
5 letter that we send out to all of our donors. And
6 they contribute. Sometimes we have an event.
7 Although, we've gotten to the point where you can only
8 raise \$40,000 --

9 MR. BUNNELL: Right.

10 MR. EVANS: -- a year in \$500
11 increments at the most. And we've gotten to the point
12 where we get in excess of that. Then we send back any
13 checks that are over \$40,000. There's a standard joke
14 that if you wait long enough you'll get your check
15 back.

16 MR. BUNNELL: Be mindful of that.

17 MR. EVANS: It's in the letter. When
18 you get the second letter you have to send the check.

19 MR. BUNNELL: It sounds like a strategy
20 that certain witnesses in this investigation are
21 taking. Were you aware that Don MacCord, at least as
22 of March of 2015, had accumulated 20 checks for \$500

1 that were --

2 MR. EVANS: No.

3 MR. BUNNELL: -- that were tagged for
4 the constituent services fund?

5 MR. LOWELL: His or other council
6 members or just --

7 MR. BUNNELL: No, for you -- I'll just
8 proffer to you that there's communication between him
9 and Schannette Grant in that timeframe that he had --
10 he had gathered 20 checks for \$500. He was planning
11 on bringing them in. Is that something you have a
12 recollection of?

13 MR. EVANS: I don't -- and I'll tell
14 you why -- I really have very little to do with the
15 constituent services fund. Schannette runs it. She
16 and my staff send out the letters, collect the checks,
17 put them in the bank. They make the contributions.
18 And it's a wise policy for the councilmember, him or
19 herself, to stay away from the money. And I do.

20 MR. BUNNELL: Okay. But 20 checks for
21 \$500 -- that's \$10,000 --

22 MR. EVANS: Yes.

1 MR. BUNNELL: -- if my advanced math is
2 right. That's a big chunk of the 40,000 that you can
3 raise, right? 25 percent of it, I guess?

4 MR. EVANS: Right.

5 MR. BUNNELL: If somebody is
6 responsible for contributing that amount of money to
7 the constituent services fund, does that help them in
8 getting access or meetings through your office?

9 MR. EVANS: No, because I probably
10 would be unaware of that.

11 MR. BUNNELL: Okay. What about your
12 chief of staff?

13 MR. EVANS: She would be aware of it.

14 MR. BUNNELL: And would that affect her
15 willingness to schedule a meeting for you?

16 MR. EVANS: No.

17 MR. BUNNELL: You don't think it has
18 any impact at all?

19 MR. EVANS: None.

20 MR. TUOHEY: Just one point on this,
21 Steve.

22 MR. BUNNELL: Yeah.

1 MR. TUOHEY: I'm aware that he sent
2 emails that he claimed he had \$10,000. I think you'll
3 find the record doesn't support that.

4 MR. BUNNELL: Would it make a
5 difference if he actually done 10,000 or not actually
6 delivered on what he promised?

7 MR. EVANS: No.

8 MR. BUNNELL: Very quickly. I have a
9 number of questions that I'm going to kind of conflate
10 here. There seem to be a number of emails during this
11 period going forward from Don MacCord offering you
12 tickets to the DC Jazz Gala or the Blue Gala or the
13 W -- is it TEF -- whatever the tennis organization
14 is -- dinner, things of that nature. My question to
15 you is do you go to a lot of those types of events?

16 MR. LOWELL: First -- I'm sorry.

17 MR. BUNNELL: Okay. I --

18 MR. LOWELL: I was going to ask you
19 isn't the first question did he ever go to any of them
20 but go ahead and ask it your way.

21 MR. EVANS: I never went to any event
22 that Don MacCord might have invited me to.

1 MR. BUNNELL: I'm going to defer to --

2 MR. EVANS: Do I go to a lot of those
3 events --

4 MR. BUNNELL: -- learned counsel's
5 suggestion on how to lay the predicate for this. So
6 you did not go to any of those events. Do you go to
7 those types of charity dinner events on a regular
8 basis as a councilmember?

9 MR. EVANS: The answer is I go to those
10 events on a regular basis. The way you're qualifying
11 it is hard for me to answer, but, yes, I go to those
12 events.

13 MR. BUNNELL: You do?

14 MR. EVANS: I go to events like
15 charitable events, yes.

16 MR. BUNNELL: When you go to a
17 charitable event -- let's say it's a fundraising
18 dinner where somebody buys a ticket for, say, \$500 for
19 a seat at the table. Some portion of that, I guess,
20 pays for the food. Some portion of it is a charitable
21 contribution. Are you familiar with those sorts of
22 events?

1 MR. EVANS: Yes.

2 MR. BUNNELL: When you go to an event
3 like that and you're a councilmember, how do you --
4 how do you handle the potential ethical issues around
5 that?

6 MR. EVANS: There's a whole process
7 that we comply with. The better person to ask that is
8 Windy Abdul-Rahim who is my scheduler who complies
9 with that process for me. If we go, we fill out a
10 form and sign it. We disclose that we're doing that.
11 Now it's -- that process is in place over the last
12 five years, maybe 10 years. At some point it came
13 into place. I don't know when that was, but we comply
14 with that for every event like that that we go to.

15 MR. BUNNELL: Do you regard going to
16 those events as a benefit or an obligation or
17 something in between?

18 MR. EVANS: I think I represent the
19 city there, and when you go into the arts area which a
20 lot of these are -- are a part of -- the District of
21 Columbia when it comes to the arts until I got
22 involved was woeful, maybe the worst city in America

1 as far as supporting our local arts.

2 And it's -- it's a project I took on.
3 I had oversight over the Arts and Humanities
4 Commission. And I decided to start going to these
5 things to represent the city, and I did. Largely, I'm
6 the only person who ever goes. And I think the arts
7 events appreciate that because they have somebody from
8 the city who appreciates what they're doing.

9 And if you ask around who is the arts
10 guy in the District, they'll say me. I think I've
11 done a lot over the years to promote the arts, to
12 support the arts financially by way of the city as
13 well. So, yes -- so I go to these events.

14 And we have a lot -- they are all in my
15 Ward, too. I mean just to start out -- start with the
16 Kennedy Center, National Theater, Warner Theater,
17 Studio Theater, Woolly Mammoth, the big ones, the
18 small ones, every one of them is in my ward, Arina
19 Stage was.

20 MR. BUNNELL: Right.

21 MR. EVANS: All of these, Shakespeare,
22 Folger, all of them and what the city has done,

1 Ford's -- enormous support for these theaters that
2 just didn't exist before, and that's the role I play.

3 MR. BUNNELL: Okay. So did Don
4 MacCord's offering of tickets to these events -- did
5 you view that as raising any conflict issues or
6 ethical issues beyond the standard procedures that you
7 described if you had gone?

8 MR. EVANS: No. Keep in mind,
9 I don't -- I don't need anybody to take me to an
10 event. The theater invites me, and I go. I don't
11 need anybody. I don't need to sit at anybody's table.
12 It's not -- if people offer, I'm appreciative, but I
13 turn everybody down. I just don't need them.

14 MR. BUNNELL: Is that true with respect
15 to Nationals tickets, or Wizards tickets or hockey
16 tickets?

17 MR. EVANS: I own my own Nationals'
18 tickets and Wizards' tickets and baseball tickets.
19 And the city council is also given tickets in the box
20 at the baseball game at the Verizon Center, Capital
21 One Arena. So I cannot remember a time -- I don't
22 need to get a ticket from anybody to go to any

1 sporting event, and I don't.

2 MR. BUNNELL: Why do you own your own
3 ticket if you already have one through the council?

4 MR. EVANS: I bought them before the
5 city council got tickets.

6 MR. BUNNELL: Okay.

7 MR. EVANS: It was a negotiation. When
8 we bought the Verizon Center, we didn't have a box.
9 It's only when Abe came back to us that he wanted us
10 to help pay for the scoreboard. We were able to
11 negotiate the city getting a box.

12 MR. BUNNELL: I see.

13 MR. EVANS: So that's -- so I had my
14 own tickets.

15 MR. BUNNELL: Do all of the council
16 members get access to the box?

17 MR. EVANS: Yes. Each council member
18 gets two tickets to every game of the Wizards and the
19 Capitals at the box and the baseball team, Nationals,
20 as well. Yeah.

21 MR. BUNNELL: And what's your practice
22 with respect to who gets to use those tickets?

1 MR. EVANS: Schannette handles all of
2 it, and I believe she gives them all away to
3 constituents.

4 MR. BUNNELL: Okay. Let me go back to
5 Don MacCord and Digi. Do you have any recollection,
6 based on your cheat sheet or otherwise, of a meeting
7 on February 3, 2016 between you and Don MacCord, David
8 Wilmont --

9 MR. EVANS: It appears --

10 MR. BUNNELL: -- Scott MacIntosh and
11 Drew Reed?

12 MR. LOWELL: Let him finish.

13 MR. EVANS: It appears I was invited to
14 a meeting, but I don't know if I ever went to it. But
15 in mentioning those names, I know some of them, but,
16 no, I don't have --

17 MR. BUNNELL: So you don't have a
18 recollection of that meeting?

19 MR. EVANS: No.

20 MR. BUNNELL: Do you remember at any
21 point talking to Don MacCord, sort of expressing a
22 concern that there might be a negative reaction to

1 signs, digital signs in Georgetown?

2 MR. EVANS: In Georgetown?

3 MR. BUNNELL: Yeah.

4 MR. EVANS: I don't know that there
5 were any digital signs in Georgetown. So I don't have
6 a recollection.

7 MR. BUNNELL: Okay. Do you remember
8 talking about negative public reaction in Georgetown
9 to flights over Georgetown, I guess, going to National
10 Airport?

11 MR. EVANS: Repeat your question.

12 MR. BUNNELL: Airplane flights going
13 over Georgetown making noise --

14 MR. EVANS: Right.

15 MR. BUNNELL: Is that an area that you
16 receive complaints about?

17 MR. EVANS: Yes, tons of complaints.

18 MR. BUNNELL: Do you remember
19 discussing that with Don MacCord?

20 MR. EVANS: No.

21 MR. BUNNELL: Do you remember
22 discussing getting Ramada involved with Don MacCord

1 around Digi Media signs?

2 MR. EVANS: I know that he was
3 interested in getting -- in -- how would I say this?
4 There was something with Ramada where he either wanted
5 to -- I don't know what he wanted to do.

6 MR. BUNNELL: Did he need their access
7 to their property or something like that? He had a
8 bidder on a contract or --

9 MR. EVANS: I don't remember that.

10 MR. BUNNELL: So we sort of talked
11 about this earlier, but in the context of this
12 timeframe --

13 MR. EVANS: Yes?

14 MR. BUNNELL: We're talking about the
15 early part of 2016.

16 MR. EVANS: Early 2016, okay.

17 MR. BUNNELL: So the meeting I'm asking
18 about which you don't appear to have a clear
19 recollection of is February 3, 2016.

20 MR. EVANS: Okay.

21 MR. BUNNELL: Do you recall any
22 discussion in that timeframe around legislation that

1 would effectively grandfather Digi's right to install
2 signs and freeze out competitors?

3 MR. EVANS: No.

4 MR. BUNNELL: Is that concept something
5 that came up at any point in your discussions with
6 Digi and Don?

7 MR. EVANS: Not the way you phrased it,
8 no.

9 MR. BUNNELL: Did it come up in some
10 other way, putting aside my phrasing which might have
11 a little bit of --

12 MR. EVANS: The only legislation I
13 remember was in late November of '16 that dealt with
14 the regulations that the city had put in place that
15 would prevent Don from going forward. That's the only
16 legislation I'm aware of.

17 MR. BUNNELL: Okay.

18 MR. EVANS: That's all I remember.

19 MR. BUNNELL: Tab 23, this is an email
20 chain. The top of it is dated March 1, 2016, an email
21 from Don MacCord to Schannette Grant and you --

22 MR. EVANS: Yes.

1 MR. BUNNELL: -- right? And --

2 MR. LOWELL: Is that the beginning of
3 it?

4 MR. BUNNELL: Actually, we don't have
5 the beginning of it. I don't know whether we have
6 that or not. I'm not sure whether we have that or
7 not, but my interest in it really just -- there's a
8 reference in the email to your son Jack being --

9 MR. EVANS: John.

10 MR. BUNNELL: The email says Jack.

11 MR. EVANS: I'm Jack. He's John.

12 MR. BUNNELL: He's John. Okay. All
13 right. It sounds like Don MacCord is confused.

14 MR. EVANS: Okay.

15 MR. BUNNELL: So your son --

16 MR. EVANS: Jacks son.

17 MR. BUNNELL: Jack's --

18 MR. EVANS: Jacks -- there is no
19 apostrophe after it.

20 MR. BUNNELL: He doesn't ever go by
21 Jack. He goes by John?

22 MR. EVANS: Correct.

1 MR. BUNNELL: Okay, fine. John would
2 be -- your son would be a great addition to the team.
3 Is that a reference -- and it says actually, "We'd
4 love to have your son as an intern this year with
5 Digi." Do you see that? So my question is what is
6 your recollection of how the potential internship for
7 John came up?

8 MR. EVANS: Okay.

9 MR. BUNNELL: What is the origins of
10 that?

11 MR. EVANS: I think I've told you
12 before I have three children. They're triplets, all
13 the same age. | [REDACTED]

[REDACTED]
[REDACTED] So as a parent trying to find summer jobs for my
16 children -- and so I did this for all three children
17 in many different places.

18 So one idea, since my son John is an
19 art major and Don owns a sign company so art seemed to
20 be an idea, I asked Don if they had summer interns. [REDACTED]

[REDACTED]
[REDACTED] So this was not unique to

1 Don.

2 [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 [REDACTED]

6

7

[REDACTED] when I get a resume and somebody did that, it looked very favorable upon people because it builds skills in dealing with people.

8

MR. BUNNELL: Sure.

9

MR. EVANS: [REDACTED]

10 [REDACTED]

11

12

13

14

MR. BUNNELL: If your son were an employee of Digi Media, would that create a conflict for you as a councilmember in handling Digi Media issues?

15

16

MR. LOWELL: Issues where, with council?

17

18

MR. BUNNELL: Potential issues at the council.

19

20

MR. EVANS: My son was never an employee of Digi Media.

21

MR. BUNNELL: Right.

22

MR. EVANS: So I can't answer a

1 speculative question like that.

2 MR. BUNNELL: That's fair. Did you --
3 did it ever occur to you that there -- that that could
4 create a conflict if he were an employee of an entity
5 that was meeting with you during the same timeframe?

6 MR. EVANS: Did it ever occur to me?

7 MR. BUNNELL: Mm-hmm.

8 MR. EVANS: I would say, again, he
9 didn't ever work there. So, again, I don't recall
10 that ever occurring to me, but he never worked there.
11 So --

12 MR. BUNNELL: Did you consult with the
13 DC general counsel or anybody else around potential
14 ethical issues that could arise if one of your
15 children were working at a company that had business
16 before the council?

17 MR. EVANS: No.

18 MS. RIMON: Did he ever interview or
19 talk to Digi?

20 MR. EVANS: He did.

21 MS. RIMON: Did he receive an offer for
22 an internship from them?

1 MR. EVANS: He did.

2 MS. RIMON: And how long -- you said he
3 didn't end up working there. Did he accept the offer
4 or decline it?

5 MR. EVANS: No. He came home from the
6 interview and said he didn't want to work there. And
7 then the offer came after that, and he immediately --
8 my son immediately turned it down.

9 MR. BUNNELL: And what's your
10 understanding of why he turned it down?

11 MR. EVANS: He didn't want to work
12 there. It wasn't to his liking. I don't know the
13 answer to that.

14 MR. BUNNELL: It didn't have anything
15 to do with ethical concerns.

16 MR. EVANS: Oh, no.

17 MR. BUNNELL: Is that fair to say?

18 MR. EVANS: It wasn't his -- it wasn't
19 what he wanted to do. He's more of an artist than
20 whatever they were doing there. But he also
21 interviewed -- I have to stress this. He also
22 interview at the [REDACTED] He also interviewed

1 at other things [REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

4 MR. BUNNELL: So what did he end up
5 doing that summer?

6 MR. EVANS: I believe he worked [REDACTED]

[REDACTED]

8 MR. BUNNELL: Do you remember which
9 one?

10 MR. EVANS: I don't remember.

11 MR. BUNNELL: Let me ask you to go to
12 tab 26, and there's -- there's a blue divider. So tab
13 26 actually has two service agreements.

14 MR. EVANS: Yes.

15 MR. BUNNELL: One is for Digi Media or
16 actually Digi Outdoor Communications, LLC. Then the
17 second one is Digi Outdoor Media, Inc.

18 MR. EVANS: Okay.

19 MR. BUNNELL: Who negotiated the
20 language of this from your perspective?

21 MR. EVANS: I wrote this agreement if
22 that's what you're talking about. I negotiated -- I

1 don't know what happened, but I worked the agreement.

2 MR. BUNNELL: Okay. And this is
3 something we touched on last time. This was based on
4 a go-by or a form that you received -- was it from Ron
5 Paul?

6 MR. EVANS: Yes.

7 MR. BUNNELL: So the description of the
8 services, is that something you put in there, or is
9 that from the form, the 1A services?

10 MR. EVANS: I don't -- I don't know the
11 answer to that without having [REDACTED]
12 agreement in front of me. So I don't know.

13 MR. BUNNELL: Do you have that
14 agreement somewhere?

15 MR. EVANS: I don't know. I guess I
16 could probably go look and try to find it.

17 MR. LOWELL: Probably we would have
18 found it by now and given to responsive, but I don't
19 know that I've --

20 MR. BUNNELL: I don't know if it's
21 something you would --

22 MR. TUOHEY: We couldn't find it.

1 MR. BUNNELL: So you did look for it?

2 MR. TUOHEY: Mm-hmm.

3 MR. BUNNELL: Okay. So the description
4 here says, "Information services shall include but not
5 be limited to information and advice regarding the
6 Washington DC business community with a particular
7 focus on the real estate sector including new leasing
8 opportunities, landlord introductions, counseling
9 regarding leasing matters and where requested liaising
10 with landlords." Did you -- well, let me just ask
11 you. A lot of this seems to be focused on landlords,
12 right?

13 MR. EVANS: Yes. I don't know the
14 answer. I mean it speaks for itself. So it's hard
15 for me to focus on it. It speaks for itself. It says
16 information regarding business community, a particular
17 focus on real estate sector, landlord introductions,
18 counseling. So --

19 MR. BUNNELL: So Mr. MacCord is looking
20 to find, I guess, landlords who'd be willing to have a
21 sign on their property. Is that fair to say?

22 MR. EVANS: I don't know.

1 MR. BUNNELL: Well, what was your --
2 what was your understanding of how you would actually
3 help his business?

4 MR. EVANS: See, again, I read this
5 language, but my concept was more helping him
6 nationwide, you know, giving him advice on whatever he
7 needed. Again, this a retainer relationship where he
8 would ask me, you know, what advice -- where -- what I
9 hope happened, but it never went into existence as you
10 know.

11 So it never happened, but if you're
12 asking me to speculate on what I was thinking, he had
13 a nationwide business, and I would be able to provide
14 him, you know, whatever he needed on a business
15 climate, et cetera. I mean that was the thought, but
16 it never happened. So now we're talking in the
17 abstract.

18 MR. BUNNELL: Sure. No, I'm just
19 asking you if you have a recollection of what you had
20 in mind when you wrote this.

21 MR. EVANS: Yeah. And I don't know
22 that this isn't language lifted from somewhere else or

1 adjusted. I just don't know the answer to that.

2 MR. BUNNELL: Do you recall any
3 particular jurisdictions other than DC that
4 Mr. MacCord was proposing digital signs for?

5 MR. EVANS: Again, I don't know any
6 others. I don't recall any others -- just the
7 recollection that he had a company that was operating
8 nationwide, whatever that means.

9 MR. BUNNELL: This -- this agreement is
10 dated -- and I'm looking at the first two behind
11 tab 26, the first one which is with Digi Outdoor
12 Communications, LLC is signed by both of you, right?

13 MR. EVANS: Yes.

14 MR. BUNNELL: And the second one that
15 we have here behind the blue divider which is the Digi
16 Outdoor Media, Inc. is signed by Don MacCord but not
17 signed by you.

18 MR. EVANS: Okay.

19 MR. BUNNELL: And these are documents
20 based on -- the second one, I believe, was produced by
21 you or your counsel looking at the numbering on the
22 bottom. Do you know -- first of all, do you know

1 whether there was a signed version of the second
2 document?

3 MR. EVANS: I believe there has to be a
4 signed version of it.

5 MR. BUNNELL: Okay. So there's no
6 particular reason why one would be signed and one
7 would not?

8 MR. EVANS: No.

9 MR. BUNNELL: They do them at the same
10 time?

11 MR. EVANS: They would both be signed.
12 So I don't know why this one is and --

13 MR. BUNNELL: Okay. So we just don't
14 have a copy of it at this point. And I don't know,
15 Mark, whether there's any other versions that are
16 signed that you're aware of?

17 MR. TUOHEY: No.

18 MR. EVANS: I think the ones in my file
19 were signed or something like that. Right, Mark? I
20 don't know. We went through this once before.

21 MR. BUNNELL: Okay.

22 MR. EVANS: And this is what I got.

1 MR. BUNNELL: All right. And this --
2 and the agreements are identical except for the name
3 of the -- of the client --

4 MR. EVANS: Right.

5 MR. BUNNELL: -- is different, right?
6 There is -- there is not a conflict of interest
7 provision in this version of the service agreement,
8 right?

9 MR. EVANS: Correct.

10 MR. BUNNELL: And then subsequently,
11 there were conflict of interest provisions in at least
12 some of the agreements, right?

13 MR. EVANS: Yes, probably in all of
14 them at some point, maybe not. I don't know if it's a
15 hundred percent.

16 MR. BUNNELL: We'll get to that.

17 MR. EVANS: Okay.

18 MR. BUNNELL: So at this point why was
19 there not a conflict of interest provision in here?

20 MR. EVANS: I'm guessing it was not in
21 the [REDACTED] agreement. So it was not in this
22 agreement.

1 MR. BUNNELL: All right.

2 MR. EVANS: This was the first one, or
3 Ron Paul was the first one. I don't know.

4 MR. BUNNELL: I was going to ask you.
5 Was this the first one, or do you think the other one
6 was the first one?

7 MR. EVANS: Ron Paul could have been
8 the first one, yeah.

9 MR. BUNNELL: Was it about the same
10 timeframe?

11 MR. EVANS: Yes.

12 MR. BUNNELL: Was this -- was this the
13 reason for forming NSE, the potential for getting Digi
14 or was --

15 MR. EVANS: No, no, no.

16 MR. BUNNELL: -- or was it more the
17 EagleBank was the driver?

18 MR. EVANS: Like I told you last time,
19 EagleBank.

20 MR. BUNNELL: Okay. There's a
21 termination provision in the agreement --

22 MR. EVANS: Yes.

1 MR. BUNNELL: -- which you can see on
2 the second page. Termination without cause is 3B.

3 MR. EVANS: Yes.

4 MR. BUNNELL: It says, "Either party
5 may terminate this agreement without cause by giving
6 the other party at least 30 days' notice -- at least
7 30 days' prior written notice."

8 MR. EVANS: Yes.

9 MR. BUNNELL: Would you interpret that
10 as from the date of your notice the agreement stays in
11 effect for an additional 30 days?

12 MR. EVANS: I hadn't given it any
13 thought to be honest with you. I guess I could give
14 you my opinion now. I read it and however you legally
15 interpret that.

16 MR. BUNNELL: I didn't write it. I'm
17 just asking you what your understanding is. Did you
18 seek any specific guidance from -- or guidance of any
19 form -- well, actually, let me rephrase that. Did you
20 seek any guidance from the DC general counsel with
21 respect to this particular agreement, the Digi
22 agreement?

1 MR. EVANS: No.

2 MR. BUNNELL: Tab 27 -- we touched on
3 this last time. So this is a reference to
4 contributions to Hillary Clinton. Is that fair --

5 MR. EVANS: Yes.

6 MR. BUNNELL: Hillary checks. I assume
7 that's what that means, right?

8 MR. EVANS: Yes.

9 MR. BUNNELL: And it also -- this is an
10 email from MacCord to you, August 9, 2016?

11 MR. EVANS: Yes.

12 MR. BUNNELL: Please take a look at
13 this. So in addition to the reference to the Hillary
14 checks, he then says, "Please take a look at the
15 slight changes to the agreement and let me know if you
16 have any questions or concerns. If the document is
17 okay, I will execute ASAP and get everything back to
18 you right away." Right? That's what it says?

19 MR. EVANS: Yes.

20 MR. BUNNELL: Do you have any
21 recollection what the slight changes were that he
22 made?

1 MR. EVANS: No, but it's interesting
2 because then if he -- he clearly hasn't executed the
3 document on August 1st if this is August 9th.

4 MR. BUNNELL: That is the implication.

5 MR. EVANS: Yeah. Under the scenario
6 that I don't agree with it, he's not a client of mine.

7 MR. LOWELL: What difference does it
8 make because three days later you basically end the
9 relationship. So without doing anything, what's the
10 difference?

11 MR. EVANS: The other guy got hung up
12 on it.

13 MR. BUNNELL: I just want to make sure
14 we have the facts and the timeline --

15 MR. EVANS: No, I understand.

16 MR. BUNNELL: -- clearly established
17 here.

18 MR. EVANS: I'm doing the best I can
19 with this.

20 MR. BUNNELL: No, I understand.

21 MR. EVANS: Because I left on vacation
22 on the 12th.

1 MR. BUNNELL: Okay. You've anticipated
2 my next question. So you said you were at Martha's
3 Vineyard?

4 MR. EVANS: No, Nantucket, Nantucket.

5 MR. BUNNELL: And I apologize because I
6 know that misstating that can be a controversial issue
7 for some. I obviously haven't spent enough time up
8 there. So you were -- you were on vacation from the
9 12th for a couple of weeks then?

10 MR. EVANS: No, no, no -- the 12th to
11 the 20th.

12 MR. BUNNELL: The 20th?

13 MR. EVANS: Yeah.

14 MR. BUNNELL: And again, I see you're
15 referring to your cheat sheet. Did you have a
16 calendar that helped you reconstruct that?

17 MR. EVANS: I don't know. I probably
18 went through my -- those things that you saw, those
19 calendars.

20 MR. BUNNELL: Okay.

21 MR. EVANS: Daily calendars.

22 MR. BUNNELL: By the way if --

1 MR. EVANS: Or maybe my airline
2 tickets.

3 MR. BUNNELL: Yeah, okay.

4 MR. EVANS: There have been other
5 interviews where people were asking that. So I had to
6 go back and reconstruct it. So I do have an airplane
7 ticket that shows I left on the 12th and came back on
8 the 20th.

9 MR. BUNNELL: If there are any
10 important dates in the timeline that I skip over --

11 MR. EVANS: Okay.

12 MR. BUNNELL: -- feel free to put them
13 on the record if you like.

14 MR. EVANS: Okay.

15 MR. BUNNELL: I just want to make sure
16 that the changes to the agreement that are being
17 referenced here don't have anything to do with a
18 conflict of interest provision one way or the other.

19 MR. EVANS: I don't know. I have no
20 idea.

21 MR. BUNNELL: Okay, then tab 29 --

22 MR. EVANS: 29, did you --

1 MR. BUNNELL: No, actually -- no,
2 skipped over something here -- tab 28.

3 MR. EVANS: Okay.

4 MR. BUNNELL: So this is an email
5 chain. I guess it starts on August 17th. Go to the
6 bottom of it.

7 MR. EVANS: You want to go to the
8 bottom, all the way back to here?

9 MR. BUNNELL: Yeah. It says -- it's an
10 email chain from the acting chief building official at
11 DCRA, right, to Ed Donahue.

12 MR. EVANS: I don't know either of
13 those individuals.

14 MR. BUNNELL: Okay. I'm just saying
15 that's the beginning of the chain --

16 MR. EVANS: Okay.

17 MR. BUNNELL: -- I'm referring to. It
18 refers to Digi Media and --

19 MR. EVANS: Okay.

20 MR. BUNNELL: It says, "Please advise
21 and encourage your client to remove these display sign
22 monitors within 48 hours." So this gets forwarded up

1 to Don MacCord who on August 17th forwards it to you.

2 David and Jack -- do you know who David is?

3 MR. EVANS: I can speculate.

4 MR. BUNNELL: In this context, who is
5 it? Who would you believe David is?

6 MR. EVANS: David Wilmont.

7 MR. BUNNELL: And for the record, who
8 is David Wilmont?

9 MR. EVANS: He's an attorney in town.

10 MR. BUNNELL: Is he working with Don
11 MacCord?

12 MR. EVANS: That I don't know. I
13 believe David represents Don or represented Don at
14 some point. That's what I'm guessing, but it could be
15 somebody else. But that's my guess.

16 MR. BUNNELL: So MacCord sends an email
17 to you and David saying, "DCRA is getting very out of
18 line. We need to get them to back off. Please read
19 the email chain and let me know what you guys think."
20 You're on vacation during this period of time?

21 MR. EVANS: Correct.

22 MR. BUNNELL: Your response is, "Don,

1 call Schannette."

2 MR. EVANS: Okay. Where is that?

3 MR. BUNNELL: That's right above where
4 I was just reading.

5 MR. EVANS: Oh, yeah. Sure.

6 MR. BUNNELL: And that's Schannette's
7 number there, right?

8 MR. EVANS: Correct.

9 MR. BUNNELL: He says, "See you
10 Saturday."

11 MR. EVANS: Correct.

12 MR. BUNNELL: So at this point in time,
13 did you think of yourself as representing Digi as a
14 client of NSE Consulting?

15 MR. EVANS: No.

16 MR. BUNNELL: You had -- you had signed
17 the agreement?

18 MR. EVANS: Yes.

19 MR. BUNNELL: So how did you -- how did
20 you see this exchange? Is this between you, Jack
21 Evans city councilmember, or is it between you -- you
22 and MacCord wearing your councilmember hat or you and

1 MacCord wearing your consultant hat?

2 MR. EVANS: To the extent I gave it any
3 thought at all, it would be as a councilmember, yes.

4 MR. BUNNELL: Okay. You think that's
5 the best way to characterize this?

6 MR. EVANS: Yes.

7 MR. BUNNELL: Okay.

8 MR. EVANS: Because remember, I
9 don't -- again, back and forth on this, he was not --
10 I do not believe he's client of mine until the check
11 has cleared the bank. You know, in law firms that I
12 work for, unless the check clears the bank, as a
13 retainer -- that's how it was at Boggs -- you're not a
14 client. Now I know other people feel differently, as
15 soon as you sign the agreement.

16 Remember in elementary -- I was
17 thinking about this in talking again. Elementary
18 contracts -- we all took it, right? I was going to
19 bring my book today. I had a teacher, [REDACTED]. And
20 he said contract offer, acceptance, and he used to go,
21 ding, consideration. Until you have consideration,
22 you don't have a contract.

1 And that's ingrained in me from
2 contracts, and I went to law school, what? -- 50 years
3 ago? So without the checks clearing the bank, you
4 don't have a deal.

5 MR. LOWELL: But, actually, this is
6 more important than whether you guys are going to
7 debate contract because this is the event that causes
8 him to decide --

9 MR. BUNNELL: Yes.

10 MR. LOWELL: -- that he's not going
11 forward which is really ought to be the meat of what
12 you guys are trying to explore with his relationship
13 with MacCord as opposed to debating contracts.

14 MR. EVANS: Yes. This is -- this is --
15 when I come back from vacation and say, "I don't want
16 to do this," is because of potential stuff like this
17 involved with the city.

18 MR. BUNNELL: So this exchange has
19 something to do with your deciding not to go forward
20 with the engagement, right?

21 MR. EVANS: Yes. Among other things,
22 this would be one of those issues, yes.

1 MR. BUNNELL: Okay. When you say among
2 other things, what do --

3 MR. EVANS: Just that the issue of Don
4 being involved in the city and me being a
5 councilmember that this is not a good idea.

6 MR. BUNNELL: So I want to make sure I
7 understand that. So involved with the city -- he's
8 got some issues with DCRA?

9 MR. EVANS: Correct.

10 MR. BUNNELL: So is that part of being
11 involved with the city that is creating the problem
12 here?

13 MR. EVANS: In my mind, that would be
14 right, yes.

15 MR. BUNNELL: Okay. Did you view this
16 as constituent services? Is it helping --

17 MR. EVANS: Yes.

18 MR. BUNNELL: -- him to get DCRA to
19 back off?

20 MR. EVANS: Well, again. I didn't do
21 anything with this other than send it to Schannette,
22 and I don't know what she did with it, if anything.

1 MR. BUNNELL: Okay.

2 MR. EVANS: Talk to her. I don't know
3 whether she did anything with it or not. I don't
4 know.

5 MR. BUNNELL: It's fair to say -- I
6 think it's fair to say DCRA did not back off, right?

7 MR. EVANS: Right.

8 MR. BUNNELL: So whatever was done
9 didn't change this issue?

10 MR. EVANS: Right.

11 MR. LOWELL: If anything was done
12 because you still haven't asked him the question for a
13 complete record. Did Mr. Evans do anything other than
14 to refer this to Schannette has not been clearly asked
15 or answered.

16 MR. BUNNELL: No.

17 MR. LOWELL: You skipped over. You
18 said you don't know if Schannette did anything, but
19 you didn't --

20 MR. EVANS: Right.

21 MR. LOWELL: It's his characterization
22 to have DCRA back off?

1 MR. EVANS: That's correct. I didn't
2 do anything.

3 MR. BUNNELL: Just for the record, that
4 is actually on my list of questions to get to.

5 MR. LOWELL: I keep doing that, and I
6 apologize.

7 MR. BUNNELL: No, it's all right. It's
8 all right. But I want to -- I want to understand your
9 concern about Digi at this point in time that caused
10 you to send the letter that you did on the 25th.

11 MR. EVANS: Right. When I got back
12 from Nantucket, the checks were at my house. Faced
13 with the realty that these checks -- is this going to
14 be a client of mine. There seems to be issues between
15 Don and the city. This would be in the back of my
16 mind as one of those issues.

17 It wasn't like when I got this email I
18 was like, oh, I had epiphany. It's when I got back
19 from the vacation, the checks, remembering this,
20 talking to Schannette and Bill Jarvis, and it was we
21 should not go forward with this because of the
22 potential, you know, whatever. And so we didn't, and

1 that's when I sent the checks back.

2 MR. BUNNELL: So this was an epiphany
3 that came to you, or was this something suggested to
4 you --

5 MR. EVANS: It came to me.

6 MR. BUNNELL: -- by Bill Jarvis or --

7 MR. EVANS: No, no. It came to me, and
8 I raised it with them. "What do think?" They said,
9 "No. It's a terrible idea." They confirmed my belief
10 that it was a terrible idea. So I did not go forward.

11 And to fortify that, I didn't have to
12 tell them. I could have just taken the checks and put
13 them in the bank, right? But I didn't. I said, "Wow,
14 I don't know if this is a good idea. Let me consult
15 with the two people who I always consult with and see
16 what they think. Maybe I'm overreacting here."

17 MR. BUNNELL: I see.

18 MR. EVANS: But they confirmed my
19 belief that this was not something that I should go
20 forward with.

21 MR. BUNNELL: And was that -- was that
22 in part because you thought there might be legislation

1 before the council in the future around this issue?

2 MR. EVANS: It could be. I don't know
3 all the ramifications of that, but it's more that this
4 is -- Digi is in conflict with the city here, and I
5 don't know where this is all going.

6 MR. BUNNELL: Did it have anything to
7 do with your confidence in Don MacCord and the people
8 he was working with?

9 MR. EVANS: My confidence?

10 MR. BUNNELL: Well, he ended up having
11 some problems later.

12 MR. EVANS: I was unaware of those at
13 the time.

14 MR. BUNNELL: Right. Well, that's what
15 I'm getting at. Did it have anything to do with any
16 concern you had about the way he does business?

17 MR. EVANS: No.

18 MS. RIMON: And I'm trying to
19 understand because at this stage you had signed the
20 agreements and the checks were received. So you had
21 gone some ways down the path of having an agreement
22 with Digi.

1 MR. EVANS: Again, we signed the
2 agreement. It appears that he sent back a different
3 agreement which I don't remember. I don't even
4 remember it. I went to Nantucket. Checks arrived
5 when I got back.

6 Whenever the checks arrived, I got back
7 on the 20th, and then the 25th -- that would have been
8 like a Saturday or something like that -- Sunday and
9 Monday, and you're back at work. I immediately sent
10 the checks back. So that's the scenario of events.

11 MS. RIMON: Yeah. And what I'm trying
12 to understand is sometimes just over time things come
13 to you and you sort of view things differently than
14 you might have originally or there might have been a
15 particular new fact that changed or that raised your
16 concern.

17 So which was the case here? Was the
18 mention of DCRA that put this in a new category that
19 caused you concern? Or was it just cumulative, you
20 know, over time that all of a sudden you realized,
21 "Okay. I need to raise this and figure out
22 whether" -- you know, once you received the checks

1 whether this was really a problem?

2 MR. EVANS: It's a hard question to
3 answer to be honest with you because I'm going back in
4 time trying to remember. I think it's a cumulation of
5 you got this. And they were talking to Schannette,
6 talking to Bill. All of those together, fortified my
7 decision which I raised. I am the one who brought it
8 up -- that we should not go forward -- I should not go
9 forward with this.

10 MS. RIMON: And did you have concerns
11 along those lines before actually signing the
12 agreements before you left on vacation?

13 MR. EVANS: On August 1st when I signed
14 the agreement, I did not have those concerns.

15 MR. BUNNELL: It's your recollection
16 that you signed the agreement and then sent it to him?

17 MR. EVANS: I don't know. I have no
18 idea. I don't know. I wish I could tell you how we
19 got both signatures on it. Maybe I sent it to him,
20 and he sent it back because the one has his signature
21 and not mine. Clearly, he signed it before I did, but
22 I don't remember the sequence of events that made it

1 happen.

2 MR. BUNNELL: Just to --

3 MR. EVANS: This hard to remember. I'm
4 starting a company that I've never done before. I've
5 never done this. I'm doing the best I can to do
6 everything right. And you can see by the agreement,
7 the agreement with Don is very different than the
8 agreement that we ended up having because I'm doing it
9 alone, by myself, with the best advice I can get, to
10 go forward and trying to do everything right.

11 Again, when I said this last time, you
12 said self-serving statements are okay. So this is my
13 self-serving statement because if I -- you know, I did
14 not want to have a T uncrossed or an I undotted
15 because I am a public figure. But you can see how
16 you do something and you say, "Wow, this could have
17 been done better."

18 So signing the agreements -- how do you
19 get both signatures on the agreement at the same time?
20 I don't know. Now I know better. But I don't know
21 back then how that happened.

22 MR. BUNNELL: No, and I appreciate when

1 somebody three years later is asking you to walk
2 through a day-by-day chronology that that may seem
3 difficult and in some sense maybe unfair. So we're
4 just trying --

5 MR. EVANS: Yeah.

6 MR. BUNNELL: And in the spirit of sort
7 helping to sort of pin down the chronology, let me
8 just ask you to flip to August 13th -- not August
9 13th, tab 13.

10 MR. EVANS: 13?

11 MR. BUNNELL: 13 -- going back to tab
12 13. Okay. This is an email from William Jarvis to
13 you and Schannette Grant on Tuesday, August 23rd. And
14 Jarvis says, "Jack and Schannette, good morning. Per
15 our conversation yesterday, about Don MacCord, and in
16 light of a recent communication I had with Rusty, in
17 addition you need to be getting -- in addition to you
18 getting an authorization for NSE Consulting from the
19 council's general counsel -- I think you ought -- I
20 think you should add the following provision to your
21 NSE Consulting group." So he's then proposing some
22 conflicts of interest language.

1 MR. EVANS: Sure. Sure.

2 MR. BUNNELL: But it references a
3 conversation, I guess, that would have been on
4 August 22nd about Don MacCord, right? It says, "Per
5 our conversation yesterday about Don MacCord."

6 MR. EVANS: Okay.

7 MR. BUNNELL: Right? So does that --
8 you would be up on Nantucket.

9 MR. EVANS: No. I was back by then.

10 MR. BUNNELL: You were back?

11 MR. LOWELL: The 20th.

12 MR. BUNNELL: I'm sorry.

13 MR. EVANS: The 20th we came back which
14 was Saturday. So the 21st -- the 22nd would have been
15 a Monday.

16 MR. BUNNELL: Okay. So was that a
17 conversation you had in person?

18 MR. EVANS: I don't know.

19 MR. BUNNELL: So it sounds like at
20 least as of the 22nd you're having a conversation with
21 Bill Jarvis about Don MacCord.

22 MR. EVANS: Yeah. It sounds like from

1 this email -- it says, "Per our conversation yesterday
2 about Don MacCord." The 23rd it would have been.

3 MR. BUNNELL: You go to tab 29 now.

4 MR. EVANS: Yes.

5 MR. BUNNELL: That's the letter -- that
6 is a letter from you to Don MacCord on August 25. Did
7 you write that letter?

8 MR. EVANS: No, Bill did. Bill Jarvis
9 wrote the letter.

10 MR. BUNNELL: Did you ask him to write
11 it?

12 MR. EVANS: Yes.

13 MR. BUNNELL: Did you sort of tell him
14 what to put in it or --

15 MR. EVANS: I did not.

16 MR. BUNNELL: -- was it his proposal?

17 MR. EVANS: At the time of the writing
18 of this letter, I had determined to return the checks.
19 And I believe Bill said you got to have a letter
20 written returning the checks that would terminate the
21 agreement. So Bill drafted the letter.

22 MR. BUNNELL: So the letter says, "It

1 has very recently come to my attention that your
2 company is currently engaged in a potential dispute
3 with the District of Columbia government regarding the
4 erection of digital signs." Right?

5 MR. EVANS: Yes.

6 MR. BUNNELL: "This is an issue that
7 may soon come before the council and is also an issue
8 that may affect residents and businesses in Ward 2."
9 Right?

10 MR. EVANS: Yes.

11 MR. BUNNELL: And then you go onto say,
12 "For that reason, I think it is best that NSE
13 Consulting not begin a consulting agreement with you
14 and your company until this issue is resolved." You
15 discussed this already, but this is the -- this is
16 sort of the summary of the concerns that you had about
17 Digi Media?

18 MR. EVANS: Yes.

19 MR. BUNNELL: Did you -- again, this is
20 language that Bill Jarvis wrote for you?

21 MR. EVANS: Yes.

22 MR. BUNNELL: Do you remember revising

1 it in any way?

2 MR. EVANS: No.

3 MR. BUNNELL: So the letter sort of
4 implies that there could be a consulting arrangement
5 after the issue is resolved. Is that correct?

6 MR. EVANS: It implies that, yes.

7 MR. BUNNELL: And then the last
8 sentence of that paragraph -- it says, "I believe it
9 is in both of our interests for me to delay the
10 initiation of a business relationship with your
11 company while this potential client exists." Right?

12 MR. EVANS: Yes.

13 MR. BUNNELL: So delay the initiation
14 of a business relationship is a little bit different
15 than terminating a business relationship, right?

16 MR. EVANS: No.

17 MR. BUNNELL: No?

18 MR. EVANS: This letter terminated the
19 relationship.

20 MR. BUNNELL: Is there a reason why you
21 didn't say, "terminate" as opposed to "delay the
22 initiation of"?

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

3 MR. BUNNELL: You're saying in your
4 mind this was the equivalent of saying, "We're
5 terminating this"?

6 MR. EVANS: Yes.

7 MR. BUNNELL: Did you -- did you have
8 in your mind the possibility that you could go back in
9 the future and do work for Digi Media?

10 MR. EVANS: I can't say what I had in
11 my mind three years ago, but it never was -- we never
12 went back and attempted to revise this -- revive this
13 relationship.

14 MR. BUNNELL: But it's fair to say the
15 words in the letter hold that possibility out?

16 MR. EVANS: The words in the letter do.
17 I'm not sure that was what was in my mind, and I
18 didn't draft the words, but I did sign the letter.

19 MR. BUNNELL: And at the end of the
20 letter, you say, "We can resume discussions about the
21 need for a consulting agreement between your company
22 and NSE Consulting as soon as the digital display

1 issue is resolved." Right?

2 MR. EVANS: It does say that, yes.

3 MR. BUNNELL: Did you have any
4 conversation with Don MacCord in the wake of sending
5 this letter? Did he kind of say, "What's going on
6 here," or something of that nature?

7 MR. EVANS: I don't recall any, but it
8 would be my nature to call him and tell him it's
9 coming. So I probably did, but I don't recall.

10 MR. BUNNELL: Did he suggest any other
11 way that you guys could work together?

12 MR. EVANS: No.

13 MR. BUNNELL: Did you see any other way
14 that you could continue to work with him?

15 MR. EVANS: No.

16 MR. BUNNELL: So to the extent you're
17 interacting with him after the date of this letter,
18 putting aside the 30 days issue for now, in your
19 mind -- so if we go to -- so if we go to tab 30, there
20 are -- it's an email chain the top of which is
21 Schannette Grant and Don MacCord, but if you go to the
22 bottom of it, there's back and forth between you and

1 MacCord around Hillary Clinton checks?

2 MR. EVANS: Yes.

3 MR. BUNNELL: So at this point in
4 time -- and that email chain is -- those email chains
5 are August 31 of 2016 --

6 MR. EVANS: Yes.

7 MR. BUNNELL: -- August 29. At this
8 point, in what capacity --

9 MR. EVANS: Are we looking at the right
10 one?

11 MR. LOWELL: It's down there.

12 MR. EVANS: Oh, I see. There's 30.

13 MR. BUNNELL: Oh, I'm sorry. I jump
14 around a little bit.

15 MR. EVANS: September. Okay.

16 MR. BUNNELL: I'm trying to understand
17 how you would characterize in what capacity you're
18 interacting with Don MacCord at this point.

19 MR. EVANS: There is no capacity other
20 than I'm -- he gave me checks.

21 MR. BUNNELL: You tried to raise money
22 for Hillary?

1 MR. EVANS: No, no. We had the checks,
2 but for every check you need a document that shows out
3 your name, your occupation. There's a form that you
4 have to submit with a check. So he had submitted the
5 checks but not the forms.

6 The Hillary campaign called me and
7 said, "We can't cash the checks without the forms.
8 Can you get me the forms?" So it took a bit of going
9 back and forth to get the forms. So it wasn't in the
10 capacity of anything other than trying to get that
11 Hillary fundraiser, maybe. I don't know.

12 MR. BUNNELL: Okay. Next tab 31, it's
13 an email chain that you're on at the top, if you go
14 back to the bottom --

15 MR. EVANS: Okay.

16 MR. BUNNELL: You're not on the initial
17 one. The initial one is on the back of the page
18 there. It's from Marc Scott.

19 MR. EVANS: Who's Marc Scott? I don't
20 know who that is.

21 MR. BUNNELL: To [REDACTED]
22 who apparently is at [REDACTED] So Marc Scott

1 is saying, "Please issue the attached shares." We
2 don't have the attachment here, but you can see the
3 title of the documents. It says Digi issuance --

4 MR. EVANS: Okay.

5 MR. BUNNELL: -- 9-23-16, NSE
6 Consulting. Then if you flip to the next front page
7 there at the bottom, on September 29th, Don MacCord
8 writes, "Shares are coming my friend. [REDACTED] is back in
9 town. Give her a call." Do you know who [REDACTED] is?

10 MR. EVANS: I don't.

11 MR. BUNNELL: You respond, "Okay." He
12 responds, "I go 6k for C fund." I assume that's the
13 Hillary --

14 MR. EVANS: It could be -- I don't --
15 it could be constituent.

16 MR. BUNNELL: Could be constituent
17 fund.

18 MR. EVANS: I have no idea what it is.

19 MR. BUNNELL: I guess it could be
20 either one, right?

21 MR. EVANS: Yeah.

22 MR. BUNNELL: I guess fund suggests

1 maybe constituent fund, right?

2 MR. EVANS: Could be.

3 MR. BUNNELL: "Delivered over the
4 weekend. First thing on Monday" -- actually, your
5 response answers the question, I think. "That would
6 be 12 separate checks of 500 each?"

7 MR. EVANS: Right.

8 MR. BUNNELL: So that's presumably the
9 constituent fund then?

10 MR. EVANS: Yeah. And he responds,
11 "Yes, sir."

12 MR. BUNNELL: So I'm just trying to get
13 you oriented on the timing of things. So the stock
14 discussion is going on right at the end of September.

15 MR. EVANS: I think it started before
16 that. I got to be honest with you.

17 MR. BUNNELL: You think it started
18 before?

19 MR. EVANS: He offered me the stock,
20 you know, before that. It wasn't one of those -- it
21 seemed like he had gone on and forgotten, raised and
22 forgotten.

1 MR. BUNNELL: I mean logically, it
2 could be a conversation that occurred after you send
3 the checks back.

4 MR. EVANS: Or it could have been in
5 August. I don't know.

6 MR. BUNNELL: Was it part of the
7 original deal before --

8 MR. EVANS: No, no. It wasn't a deal
9 at all. It was just something that came up that he
10 raised. So I don't know. I don't know when it was
11 raised and only what happened is all I can say.

12 MR. BUNNELL: The you go to tab 32.

13 MR. EVANS: Okay.

14 MR. BUNNELL: At the bottom is an email
15 from you. This is an exchange between you and Don
16 MacCord. At the bottom of the chain, October 23,
17 10:50 a.m., you write, "Any chance to get checks
18 Monday? Also haven't gotten anything on stock." So
19 we're now three or four weeks -- three weeks or so
20 forward from the beginning of the earlier chain. It
21 sounds like you still haven't gotten stock, right?

22 MR. EVANS: That's what it appears,

1 yes.

2 MR. BUNNELL: The checks -- do you have
3 any recollection which checks these are?

4 MR. EVANS: Yeah. I'm going to
5 complicate this even more. There was another Hillary
6 fundraiser. I'm now looking at this date. Is this an
7 October date or something?

8 MR. BUNNELL: This is October. So
9 we're close to the election.

10 MR. EVANS: Yes, there was another
11 Hillary fundraiser, and he was trying to get checks
12 for that fundraiser. That's my recollection.

13 MR. BUNNELL: He responds to your
14 question. "I will stop by with checks, and you should
15 have your stock certificates any day now. Missed you
16 at the Woolly last night, dinner on stage." That's
17 another one --

18 MR. EVANS: Correct.

19 MR. BUNNELL: -- of those art events
20 you were talking about?

21 MR. EVANS: Yes.

22 MR. BUNNELL: So at this point, are you

1 talking to him at all about his sign problems, or are
2 you just --

3 MR. EVANS: I don't think so.

4 MR. BUNNELL: You're concerned about
5 the viability of his business at this point because
6 you're -- at least at that moment you're envisioning
7 that you're going to own some stock in it, right?

8 MR. EVANS: No.

9 MR. BUNNELL: Wouldn't that affect the
10 value of your investment if his business is
11 successful?

12 MR. EVANS: I was not concerned about
13 his business. I didn't know -- I think at this point
14 in time I was pretty removed from it.

15 MR. BUNNELL: Well, I'm not trying to
16 pick at you here, but you're asking -- on
17 October 23rd, you're asking about the stock.

18 MR. EVANS: Mm-hmm.

19 MR. BUNNELL: And he says, "Stock
20 certificates come by anytime." You say, "Okay.
21 Great. Thanks." At least at the point you're having
22 this exchange, it seems like you're envisioning that

1 you're going to own some stock in his company. Is
2 that essentially the plan here, right?

3 MR. EVANS: Well, again --

4 MR. BUNNELL: At this moment?

5 MR. EVANS: It's hard to -- it wasn't
6 that big a deal. So it's hard for me to reconstruct
7 this. He offered the stock, trying to figure out if
8 it's worth anything, hadn't gotten it. You know, it's
9 not on a front burner. It's on the back burner.

10 MR. BUNNELL: You're telling me it's
11 not a major concern of yours?

12 MR. EVANS: Not at all.

13 MR. BUNNELL: Fine. I'm just trying to
14 be precise and kind of get a detailed chronology here.
15 During this timeframe -- when I say "this timeframe,"
16 I mean this period of time up until when you returned
17 the stock -- there's at least the possibility that
18 you're going to have an investment interest in Digi of
19 some form, value uncertain, right?

20 MR. EVANS: Correct.

21 MR. BUNNELL: And during that period of
22 time, did you take any steps as a councilmember to

1 help Digi Media with any problems with DC or problems
2 at the council?

3 MR. EVANS: No.

4 MS. RIMON: Did you ever -- I'm sorry.

5 MR. BUNNELL: Go ahead.

6 MS. RIMON: Request any sort of ethics
7 opinion on the possibility of obtaining stock from
8 Digi?

9 MR. EVANS: You mean buying?

10 MS. RIMON: In any form -- that's why I
11 used the word "obtaining" to cover both.

12 MR. EVANS: No.

13 MR. BUNNELL: Did you talk to Bill
14 Jarvis about --

15 MR. EVANS: At some point I did.

16 MR. BUNNELL: -- about the stock issue?

17 MR. EVANS: At some point I did, yes.

18 MR. BUNNELL: Because that's separate
19 from the two checks in August?

20 MR. EVANS: Correct.

21 MR. BUNNELL: What do you recall about
22 the conversation with Bill Jarvis about the stock?

1 MR. LOWELL: Hold on a second.

2 MR. EVANS: You asked me --

3 MR. LOWELL: Yeah, I did. I'm just
4 trying to be careful when a lawyer asks you to invade
5 the attorney-client privilege. It's kind of my
6 instinct after 30 years of practice to sort of hear
7 those questions and understand that that's what he is
8 asking.

9 MR. EVANS: Sure. Okay.

10 MR. BUNNELL: Well, let me back up and
11 just ask you was Bill Jarvis acting as your attorney?

12 MR. LOWELL: Well, what does that mean?
13 He's a lawyer. He's asking for advice. Is he -- is
14 it a privileged conversation -- somebody is asking --

15 MR. BUNNELL: I think that's the
16 conclusion. Was he acting -- did you think of him as
17 acting as your attorney?

18 MR. LOWELL: I don't know. That's why
19 I'm asking you to slow down to see whether or not
20 that's the case.

21 MR. EVANS: Is there a way to try to
22 get to where you're trying to get to because --

1 MR. BUNNELL: I thought we were getting
2 there, but your counsel wants to make sure --

3 MR. EVANS: No, no.

4 MR. BUNNELL: -- we're not invading --
5 I understood that this was not -- your relationship
6 with Bill Jarvis was not an attorney-client
7 relationship. I thought we had kind of established
8 that.

9 MR. TUOHEY: At this time.

10 MR. LOWELL: Is that true? Bill Jarvis
11 is not acting as his attorney at this point. Go
12 ahead. And he has told you, and I just had to slow
13 down --

14 MR. BUNNELL: No, no. I'm not
15 criticizing you.

16 MR. LOWELL: Go ahead and answer.

17 MR. EVANS: We've already covered all
18 this. That's why I'm trying to figure out why we're
19 going back again.

20 MR. BUNNELL: I'm just walking through
21 it. We haven't actually covered the Jarvis stock
22 issue.

1 MR. LOWELL: You're spending more time
2 asking him why is he doing something than answering
3 the questions.

4 MR. BUNNELL: I'm trying to go through
5 it in a particular area.

6 MR. TUOHEY: Just ask it again. Ask it
7 again.

8 MR. BUNNELL: I'll do my best.

9 MR. EVANS: It happened three years
10 ago. It wasn't as a big of deal. So I cannot give
11 you --

12 MR. BUNNELL: I appreciate it. And I'm
13 trying to test the outer limits of your recollection.

14 MR. EVANS: Okay.

15 MR. BUNNELL: Do you recall having any
16 conversations with Bill Jarvis about the stock
17 certificate?

18 MR. EVANS: Yes.

19 MR. BUNNELL: What do you recall about
20 that conversation?

21 MR. EVANS: When I had the stock
22 certificate in hand, what did he think -- whether he

1 thought it was a good idea to give back, it's a bad
2 idea, similar to the checks. What do you think. He
3 said, yes, he thinks that's a good idea to give it
4 back.

5 MR. BUNNELL: Did you seek advice from
6 anybody else about what to do with the stock
7 certificates?

8 MR. EVANS: Schannette.

9 MR. BUNNELL: Did she have a view about
10 whether you should give it back?

11 MR. EVANS: Give it back. And my
12 instinct was to give it back which is why I raised it
13 with the two of them. It's very similar to the
14 checks.

15 MR. BUNNELL: Was there something that
16 happened that caused your instincts to kind of kick
17 in?

18 MR. EVANS: Nothing that happened other
19 than red flags -- the receipt of things. Maybe that's
20 the best way -- all of a sudden you got it in your
21 hand, and, you're like, whoa, maybe it's a bad idea.
22 In the abstract it made sense, but now that I have

1 this in my hand the red flags go up. Check with Bill.
2 Check with Schannette. They agreed bad idea, and we
3 returned it.

4 MR. BUNNELL: Okay. And the thing you
5 had in your hand is what's behind tab 32, the stock
6 certificate?

7 MS. RIMON: The stock certificate is
8 issued to NSE Consulting not you personally?

9 MR. EVANS: That's correct.

10 MS. RIMON: Was there a reason for
11 that?

12 MR. EVANS: I don't recall one.

13 MS. SAIED: Were you aware of the DC AG
14 lawsuit at the time?

15 MR. EVANS: The what?

16 MS. SAIED: The DC AG lawsuit against
17 Digi?

18 MR. TUOHEY: Attorney general.

19 MR. EVANS: Probably.

20 MS. SAIED: You were aware of it at the
21 end of October 2016?

22 MR. EVANS: I don't know. I don't know

1 if I was or not.

2 MR. BUNNELL: Do you recall whether
3 that was a consideration in returning the stock?

4 MR. EVANS: Probably not.

5 MS. SAIED: Just so the record is
6 clear, is the first time that you became aware of the
7 DCRA enforcement action against Digi August 17th when
8 you received that email from MacCord?

9 MR. EVANS: Probably.

10 MS. SAIED: You didn't --

11 MR. EVANS: I don't know the answer to
12 that. I just don't know. I don't know what I knew
13 before then and after that. It was a long time ago.

14 MS. SAIED: Were you aware of any
15 enforcement action when you signed the NSE agreement
16 with Digi?

17 MR. EVANS: No. I don't believe there
18 was one. August 1st?

19 MS. SAIED: Any form of enforcement
20 against Digi at the time?

21 MR. EVANS: I am not aware if there
22 was.

1 MR. BUNNELL: So anything else about
2 the stock certificate? I don't want to beat this
3 thing to death, but I want to make sure there's not
4 anymore context around it.

5 MR. EVANS: Not that I can think of.

6 MR. BUNNELL: You described last time
7 that you literally drove it over to MacCord's office.
8 Is that right?

9 MR. EVANS: Correct.

10 MR. BUNNELL: With Schannette
11 navigating for you?

12 MR. EVANS: I believe she was in the
13 car in front of me, yes. She knew where his office
14 was, and I didn't. So I just followed here.

15 MR. BUNNELL: Was Bill Jarvis part of
16 that?

17 MR. EVANS: No.

18 MR. BUNNELL: Let me just ask you with
19 respect Bill Jarvis what is the sum total of the
20 assistance that he provided you with respect to NSE
21 Consulting? I'm stepping out of Digi here just writ
22 large. There's been a suggestion that he was involved

1 in a significant way with NSE Consulting. I'm just
2 trying to -- I just want to make sure I don't skip
3 over that issue.

4 If you were going to summarize from
5 origins to end of NSE Consulting, what are the things
6 that Bill Jarvis did?

7 MR. EVANS: He helped me set it up. He
8 reviewed the consulting agreement and revised -- you
9 know, gave me ideas to revise it, and that's it. I
10 mean unless you have something else that can jog my
11 memory.

12 MR. BUNNELL: Did he negotiate price
13 with anybody?

14 MR. EVANS: No.

15 MR. BUNNELL: Fees?

16 MR. EVANS: No, absolutely not.

17 MR. BUNNELL: Did he perform any
18 services that were contemplated by the agreement?

19 MR. EVANS: No.

20 MR. BUNNELL: Did he provide any kind
21 of advice to you on business conditions in the real
22 estate market or anything that you used in conjunction

1 with NSE Consulting?

2 MR. EVANS: No.

3 MR. BUNNELL: Did you pay him at any
4 point anything?

5 MR. EVANS: No, not for his -- I think
6 when he set the company up, there was a fee of \$300.
7 I don't know what the fee was.

8 MR. BUNNELL: You paid him back?

9 MR. EVANS: I paid the fee, yes, but I
10 did not pay him for his services, no.

11 MR. BUNNELL: So he was doing this as a
12 friend --

13 MR. EVANS: Yes.

14 MR. BUNNELL: -- is that your
15 understanding?

16 MR. BUNNELL: Did you say thank you in
17 some way, take him out to dinner, buy him a drink?

18 MR. EVANS: No.

19 MR. BUNNELL: Do you do favors for him
20 sometimes?

21 MR. EVANS: Do I do favors for Bill?

22 MR. BUNNELL: He was doing this as a

1 favor to you. Is that a fair --

2 MR. EVANS: I don't even know how to
3 describe it. He's a 30-year friend.

4 MR. BUNNELL: Okay.

5 MR. EVANS: He had done it before. He
6 helped me out because he knew what he was doing, and I
7 didn't.

8 MR. BUNNELL: He's been a supporter of
9 yours over the years, right -- your campaign?

10 MR. EVANS: A supporter of mine,
11 longtime friend, law partner -- he's been everything.

12 MS. SAIED: Steve, before you move on?

13 MR. BUNNELL: Yeah. Sure.

14 MS. SAIED: So you mentioned that
15 Mr. Jarvis was the one who recommended that you
16 memorialize your return of checks in that letter. Is
17 that right?

18 MR. EVANS: Yes.

19 MS. SAIED: And he is the one who also
20 recommended along with Schannette that you return the
21 stock certificate?

22 MR. EVANS: I wouldn't put it quite

1 like that. It was my idea to return the stock
2 certificate. They agreed with the idea.

3 MS. SAIED: Did you memorialize your
4 return of the stock certificate?

5 MR. EVANS: With a letter, no.

6 MS. SAIED: Or in any other way?

7 MR. EVANS: No.

8 MS. SAIED: Was anyone else aware that
9 you returned the stock certificate?

10 MR. EVANS: Schannette. She was with
11 me when we returned it.

12 MR. BUNNELL: You kept a copy of the
13 certificate?

14 MR. EVANS: I don't know. I can't find
15 it if I did. It would be likely that I would, but I
16 don't know where it is. I got rid of a lot of this
17 stuff after Don was not a client.

18 MR. BUNNELL: Let me ask you to look at
19 tab 33.

20 MR. TUOHEY: Tab 33?

21 MR. BUNNELL: Tab 33.

22 MR. TUOHEY: It's the Pittman --

1 MR. BUNNELL: Correct.

2 MR. EVANS: Okay. 11-28-16.

3 MR. BUNNELL: Email from James Pittman
4 OAG to you and a bunch of other people are cc'd
5 including Karl Racine. Do you have a recollection of
6 receiving this email?

7 MR. EVANS: Not really.

8 MR. BUNNELL: Okay. The top of the
9 email says -- it's addressed to you. "Per my earlier
10 conversation with Ruth, I am forwarding you a summary
11 of the District's concerns with signs installed by
12 Digi Media. It's come to OAG's attention that the
13 council may consider emergency legislation to
14 retroactively approve Digi Media's signs despite OAG's
15 current litigation and DCRA sanctions. The OAG does
16 not see an emergency situation presented here. We
17 respect that an emergency designation is a matter for
18 the council to decide. However, we have significant
19 concerns with this legislation and respectfully
20 request that it not be removed."

21 So does that refresh your recollection
22 about whether that issue was brought to your

1 attention?

2 MR. EVANS: Yes, it was.

3 MR. LOWELL: But when? Sorry. What's
4 the date?

5 MR. EVANS: It looks like November 28th
6 of '16. When it was brought to my attention, I don't
7 know.

8 MR. BUNNELL: Certainly as of this
9 email you were aware of it.

10 MR. EVANS: Yes.

11 MR. BUNNELL: Do you recall earlier
12 conversations with anybody from the AG's office about
13 Digi?

14 MR. EVANS: I didn't have any
15 conversations ever with anybody from the AG's office
16 about Digi that I recall.

17 MR. BUNNELL: The emergency legislation
18 that's referenced here -- was that something that you
19 proposed or submitted?

20 MR. EVANS: No. The way you asked the
21 question the answer is no.

22 MR. BUNNELL: Okay. Do you know -- are

1 you familiar with any emergency legislation that was
2 proposed by anybody?

3 MR. EVANS: Yes.

4 MR. BUNNELL: What's your recollection
5 of that?

6 MR. EVANS: In November -- I have down
7 here November 18th -- Dave Wilmont -- I don't know if
8 Don was there. Some people came to my office. I
9 think Thorn Poe did and asked if we would do emergency
10 legislation that would -- the issue was this. Don
11 believed he had a right to put those signs up. The
12 OAG or somebody, DCRA, issued emergency regulations
13 that prevented him from doing that which he felt was
14 unfair.

15 I mean here's a businessman, comes to
16 the city, follows the rules, and then all of a sudden
17 out of nowhere -- as you all know, there was a lot of
18 allegations about why that was done about people who
19 work for people and now didn't and were behind it all.
20 I don't know if you know those things, or you should
21 know them if you don't.

22 And so the question was is Don being

1 treated unfairly. They came to me and said he was
2 that those regulations should not prevent him from
3 doing it because those were people interested in those
4 regulations have contacts in the OAG's office and
5 DCRA, et cetera. So could we do emergency
6 legislation, and that's what the ask was.

7 MR. BUNNELL: So again, during this
8 period of time, you're wearing your councilmember hat
9 on these issues?

10 MR. EVANS: Correct.

11 MR. BUNNELL: So after that meeting,
12 did you take any steps to introduce emergency
13 legislation?

14 MR. EVANS: The legislation was -- the
15 answer would be -- did I take any steps, no, but my
16 staff did follow up on it. The legislation, I
17 believe, was drafted by them, Dave Wilmont and Thorn
18 Poe, et cetera.

19 MR. BUNNELL: Okay.

20 MR. EVANS: Ruth handles all that for
21 me.

22 MR. BUNNELL: Okay.

1 MR. EVANS: And Ruth would have -- I
2 said, "Ruth, you know, you take care of this."

3 MR. BUNNELL: You were aware of this?

4 MR. EVANS: Yeah.

5 MR. BUNNELL: And you were aware at
6 least at a high level instructing her to move forward
7 on it?

8 MR. EVANS: Yes.

9 MR. BUNNELL: So let me forward then in
10 time. You can look at your cheat sheet. So what
11 happens with this?

12 MR. EVANS: This is so technical, and I
13 don't know that I have it on my cheat sheet. It looks
14 like I don't. All right. So I have to do this from
15 memory. We have a meeting on a Tuesday which would
16 be -- I don't know. What's the date? -- December 1st
17 or something. Was that the meeting? No. I have down
18 here notice to request to introduce was on
19 December 1st.

20 So I'd have to know the days and
21 everything, but you have to notify -- if you're going
22 to do emergency legislation on a Tuesday, the prior

1 Thursday you have to circulate a notice of intent.
2 Okay? So I know we circulated a notice of intent to
3 do the emergency.

4 MR. BUNNELL: Okay.

5 MR. EVANS: My recollection is they
6 didn't have the votes. You need nine votes out of 13
7 to pass emergency. So that's a super -- higher than
8 the seven. That they never got -- they never had
9 commitments for nine votes, and that was relayed back
10 to Ruth who relayed it to me. So we never went
11 forward with it. So it just died.

12 And this is hard for the public to
13 understand because they can never get the story right.
14 Jack Evans introduced emergency legislation which I
15 never did. We circulated a notice of intent. Now it
16 may be semantics. It may be meaningless to you, but
17 we never introduced emergency legislation. We
18 circulated a notice of intent to do that and then
19 didn't follow through on in it. And so Ruth better
20 than I can explain how this works.

21 MR. BUNNELL: Okay.

22 MR. EVANS: Like on the Monday before

1 something happens and if it's not there by then, it
2 may be on the agenda for Tuesday. Then it's removed
3 because you never circulated the bill or something of
4 that nature. So she can better describe that. But at
5 the end of the day it never happened.

6 MR. BUNNELL: So did you or your staff
7 remove it?

8 MR. EVANS: I don't know how that
9 works. I believe when the agenda comes up maybe I
10 say, "We remove that bill," because we didn't follow
11 the process that would make it move forward. There is
12 a record of that.

13 MR. BUNNELL: And the reason you
14 removed it was your assessment was you didn't have
15 enough votes for it to pass. Is that --

16 MR. EVANS: I was told that, yes.

17 MR. BUNNELL: Were there any other
18 reasons -- any other reasons why you pulled it back?

19 MR. EVANS: I don't remember any other
20 reasons.

21 MR. BUNNELL: Did your view on its
22 merits change?

1 MR. EVANS: No.

2 MR. BUNNELL: I assume you thought it
3 was a meritorious proposal when you put it on the
4 agenda?

5 MR. EVANS: Yes.

6 MR. BUNNELL: So is it fair to say then
7 you disagreed with the AG's office on this point?

8 MR. EVANS: Well, what was the AG's
9 office opinion? With this letter?

10 MR. BUNNELL: Yeah.

11 MR. EVANS: I didn't not agree with
12 this letter and went forward with it, yes.

13 MR. TUOHEY: Steve, could we talk for a
14 second?

15 MR. BUNNELL: Yeah, we're running up
16 against our timeframe here.

17 MR. TUOHEY: Well, tell me your plan so
18 we can discuss.

19 MR. EVANS: I thought it was going to
20 be three hours or so.

21 MR. TUOHEY: What do we have left?

22 MR. BUNNELL: It's almost noon. We're

1 not going to be able to get through everything that we
2 have by 1:00 which, I think, is what we had --

3 MR. LOWELL: You said three or four
4 hours, but clearly you're not. I mean how much time
5 do you want more? I'm not trying to hold you. I'm
6 just trying to understand because when we left last
7 time you said you thought it would be a four-hour
8 event. It's clearly going to be a lot longer than
9 that.

10 MR. BUNNELL: Yeah, and I apologize for
11 being sort of maybe overly slow and methodical on
12 this, but I think we will need another session. We
13 still have a number of people that we haven't
14 interviewed yet as you probably are aware of. So
15 there will inevitably probably some cleanup questions
16 in the wake of that.

17 MR. LOWELL: You have another --

18 MR. BUNNELL: I don't --

19 MR. LOWELL: You have a lot of other
20 things that are not cleanup that you haven't touched
21 yet?

22 MR. BUNNELL: Correct. I think the

1 Digi narrative is by far the longest and most
2 complicated, and this is why I wanted to go through
3 it. We're basically done with that. I got, I think,
4 a couple more questions on that. But we haven't done
5 Colonial. We haven't done Lanier. We haven't done
6 Willco. We haven't done Fischer.

7 MR. LOWELL: Other than that --

8 MR. BUNNELL: Other than that, we're
9 pretty much close.

10 MR. TUOHEY: You're thinking you need a
11 couple more hours or --

12 MR. LOWELL: Just using the way I am
13 now understanding your style, I mean I'm not going to
14 tell you what to do or how you do it, but I'm telling
15 you if what you just said is true, you're going to
16 need another three hours.

17 MR. BUNNELL: I think that's fair. So
18 the question is do you prefer to break -- let's break
19 after Digi? I think it's fair to say that we don't
20 anticipate the benefit of Mr. MacCord's recollection.

21 MR. TUOHEY: Actually, that's something
22 I wanted to ask you about that. He's not talking to

1 you?

2 MR. BUNNELL: He's a little unavailable
3 right now.

4 MR. TUOHEY: Is he in jail? I know he
5 was sentenced to jail, but I don't know --

6 MR. BUNNELL: I believe he's --

7 MR. LOWELL: Let's go off the record.

8 MR. BUNNELL: We can go off the record.

9 MR. TUOHEY: Yeah, let's go off the
10 record. I'm sorry.

11 MR. BUNNELL: Yes, we can go off the
12 record.

13 (Off the record)

14 MR. BUNNELL: So we can go back on the
15 record. Do we have anything else on the stock
16 certificate at this point?

17 MS. RIMON: Not on the stock
18 certificate.

19 MR. BUNNELL: Beaten that to death at
20 this point. All right. In keeping with my practice
21 of not showing you emails that you're not on, I'm
22 going to ask you about some information. It's

1 something you see me reading here, but it's not an
2 email exchange that you are on.

3 So do you have a recollection,
4 Mr. Evans, of a meeting or conversation with Don
5 MacCord and -- actually, do you have a recollection of
6 a meeting with David Wilmont in February of 2017
7 regarding Digi signs at the Homer Building?

8 MR. TUOHEY: Thirteen is between F and
9 G?

10 MR. EVANS: No.

11 MR. BUNNELL: Do you have any
12 recollection of working with the city administrator?
13 Who is -- who is the city administrator by the way?

14 MR. EVANS: Rashad Young.

15 MR. BUNNELL: And do you know how long,
16 roughly, he's been in that role?

17 MR. EVANS: Since the mayor started.
18 When did she --

19 MR. TUOHEY: 2015.

20 MR. BUNNELL: So he would be the city
21 administrator in February of 2017?

22 MR. EVANS: Mm-hmm.

1 MR. BUNNELL: Any recollection of
2 working with him to finalize proposed regulations
3 regarding signs?

4 MR. EVANS: Me working with him to do
5 that, no.

6 MR. BUNNELL: So was that a no?

7 MR. EVANS: No.

8 MR. BUNNELL: Do you have any
9 recollection of that process that there was -- there
10 was a proposed regulation that was in the process of
11 being finalized by, I guess, DCRA --

12 MR. EVANS: No.

13 MR. BUNNELL: -- regarding signs?

14 MR. EVANS: I don't.

15 MR. TUOHEY: Is that 2017?

16 MR. BUNNELL: Yeah, 2017. So we're
17 moving forward in the timeline here.

18 MR. EVANS: Correct.

19 MR. BUNNELL: We had the proposed
20 legislation that was on the agenda and then didn't go
21 forward?

22 MR. EVANS: Correct.

1 MR. BUNNELL: That's December-ish?

2 MR. EVANS: December 1st, 2nd, 3rd,
3 something like that, 4th.

4 MR. BUNNELL: And now after the
5 holidays we're into February?

6 MR. EVANS: Right.

7 MR. BUNNELL: And did you have any
8 conversations with Don MacCord in 2017 about sort of
9 next steps that you recall on your cheat sheet or
10 otherwise?

11 MR. EVANS: No. I don't have anything
12 on my sheet. So I don't know if I had any
13 conversations with him or not.

14 MR. BUNNELL: So does your -- your --
15 sorry to put so much weight on your cheat sheet here,
16 but the cheat sheet which is sort of a narrative of
17 the Digi --

18 MR. EVANS: Yeah.

19 MR. TUOHEY: It's a timeline.

20 MR. BUNNELL: It's a timeline. Cheat
21 sheet is a bad phrase -- timeline that you prepared a
22 year or so ago.

1 MR. EVANS: Right.

2 MR. BUNNELL: Does that include any
3 other events or conversations regarding Digi Media
4 after December 2016?

5 MR. EVANS: The only other entry is in
6 March that there was no -- something to the effect
7 that -- this just doesn't tell me anything. The
8 regulations either passed or didn't pass. Whatever
9 happened, happened, and that was the end of that,
10 basically. That's the only other entry I have on
11 there. So I didn't have any involvement with --
12 according to my timeline with anybody about this thing
13 really after December.

14 MR. TUOHEY: Is there a reference in
15 the document, too, who you're looking at that you did?

16 MR. BUNNELL: Do you recall requesting
17 a copy of the draft rule from the city administrator?

18 MR. EVANS: No, I don't. There could
19 something under my name that one of my staff people
20 did, but I don't recall. I just don't recall having
21 anymore involvement with this issue after December.

22 MR. TUOHEY: Is there a document I can

1 look at while you're looking at, Steve?

2 MR. BUNNELL: Is there a woman named
3 Beverly who --

4 MR. EVANS: I know Beverly.

5 MR. BUNNELL: Who's Beverly?

6 MR. EVANS: Beverly Perry.

7 MR. BUNNELL: Who is she?

8 MR. EVANS: Assistant to the mayor.

9 MR. BUNNELL: And Rashad is the city
10 administrator?

11 MR. EVANS: Correct.

12 MR. BUNNELL: And legal counsel -- who
13 was their legal counsel in that timeframe? Do you
14 know?

15 MR. TUOHEY: Say Mark --

16 MR. BUNNELL: It could have been Mark.

17 MR. EVANS: You should ask Mark what
18 happened.

19 MR. TUOHEY: There are several people
20 that have sort of -- whose name is on there?

21 MR. BUNNELL: There's not a name on
22 here.

1 MR. TUOHEY: It could have been our
2 office consulted, or it could have been -- could have
3 been Betsy Cavendish.

4 MR. BUNNELL: Is there -- do you recall
5 anything about a notice of default on the Thomas
6 Circle lease?

7 MR. EVANS: Say it again?

8 MR. BUNNELL: Notice of default on the
9 Thomas Circle lease. It's not triggering any
10 recollection? So rulemakings regarding signs, do you
11 have any recollection of that happening in 2017?

12 MR. EVANS: I really don't. A
13 recollection -- yeah, there was something going on.
14 But beyond there is something going on, no. I didn't
15 have any participation that I recall.

16 MR. BUNNELL: What sort of interaction
17 did you have with Don MacCord in 2017, January 2017?

18 MR. EVANS: I don't recall any. That
19 doesn't mean I didn't have any, but I just don't
20 recall any. I mean was he was off in a different --
21 once that legislation didn't happen, our rule was
22 done.

1 MR. BUNNELL: So no more contributions
2 to the constituent services fund?

3 MR. EVANS: Oh, God, I don't -- I doubt
4 it. I have no idea.

5 MR. BUNNELL: No more checks for
6 somebody who's running for office in some other
7 jurisdiction?

8 MR. EVANS: Yeah, there was. That's a
9 [REDACTED] because she mentioned it to me the other
10 day -- when LuAnn Bennett was running for Congress.
11 That probably would have been in the '16 elections.

12 MR. BUNNELL: 2017 nobody is --
13 Virginia state candidates or something, maybe.

14 MR. EVANS: No, no.

15 MR. BUNNELL: You don't care about
16 that. Okay.

17 MS. RIMON: Any interactions with [REDACTED]

[REDACTED]?

19 MR. EVANS: I don't know who that is.
20 So I don't think so. It doesn't ring a bell.

21 MS. RIMON: Or anyone else associated
22 with Digi, either an investor or an employee?

1 MR. EVANS: No.

2 MR. BUNNELL: Did you get interviewed
3 in connection with the SEC investigation around Digi?

4 MR. EVANS: No.

5 MR. BUNNELL: How about the criminal
6 investigation around Digi?

7 MR. EVANS: No.

8 MR. BUNNELL: How about the civil
9 litigation with the AG's office?

10 MR. EVANS: No.

11 MR. BUNNELL: So no interviews by
12 either side?

13 MR. EVANS: No.

14 MR. BUNNELL: No deposition?

15 MR. EVANS: No.

16 MR. BUNNELL: We're done. We're done
17 with Digi.

18 MR. EVANS: Is there anything else
19 about Digi you need to know, though? I really want to
20 be cooperative. Digi to me is an example of me doing
21 the right thing.

22 MR. BUNNELL: You're back to being

1 self-serving again.

2 MR. EVANS: I returned the check. I
3 returned the stock. My son didn't take the internship
4 because he didn't want it anyway. And this all
5 started with Digi. I can't imagine what else I could
6 have done that was more right than what I did. I
7 didn't do the legislation. So is there anything else
8 that you --

9 MS. SAIED: I guess to that point, it
10 sounds like after December 2016 at no point did you
11 work on any legislation or --

12 MR. EVANS: Nothing.

13 MS. SAIED: -- related to regulations
14 that had to do with the back legislation or something.

15 MR. EVANS: Nothing. God. No contact
16 with Don that I remember until I think you asked last
17 time -- somebody asked -- was it you? When did I --
18 there was a conference call. Yeah, last time you guys
19 asked me that. It was like a year ago January the
20 last time I heard form MacCord, and it was that one
21 time when his lawyer called to say that the attorney
22 general got the checks or something like that. But

1 that's it, no. Nothing.

2 MR. BUNNELL: No discussion about
3 reactivating the potential consulting agreement?

4 MR. EVANS: Oh, God, no. No, no.

5 MR. TUOHEY: So when do you want to --
6 what does it look like?

7 MS. SAIED: Do you want to go off the
8 record?

9 MR. BUNNELL: I think we're done, yeah.
10 Thank you.

11 MR. EVANS: Thank you.

12 (Whereupon, the meeting concluded at
13 12:12 p.m.)

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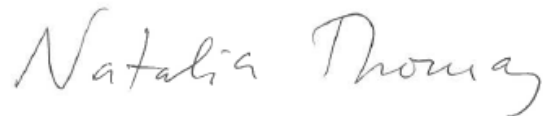
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CERTIFICATE OF NOTARY PUBLIC

I, NATALIA THOMAS, 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
outcome of this action.



NATALIA THOMAS

Notary Public in and for the
District of Columbia

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I, CINDY COBB, 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/

CINDY COBB