EXHIBIT 1
Verification

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

Jymen Chehade

Date

1/18/2021
Exhibit A
EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("the Agreement") is entered into between Iyman Hamman Chehade ("Chehade") and Marie Newman ("Newman"). Chehade and Newman are jointly referenced herein as "the Parties."

In consideration of the mutual promises and compensation provided herein, the parties agree as follows:

1. **EMPLOYMENT AND TERM**

   a. In the event that Newman is elected as U.S. Representative to the Third Congressional District of Illinois ("Representative") for the congressional term beginning in January of 2021, Newman agrees to employ Chehade to the following combined position:

   i. Chief Foreign Policy Advisor (entails advising on all aspects of foreign policy, cooperating with the staff of other congressional representatives in order to achieve foreign policy goals, and coordinating fact-finding delegations to the Middle East); AND

   ii. Either District Director OR Legislative Director, at Chehade’s election within 10 calendar days of being informed of Newman’s election to office.

   b. This Agreement shall be for a term commencing on January 3, 2021 and shall continue for as long as Newman remains Representative. The Agreement shall be automatically renewed each time Newman begins a new term except as otherwise specified in this Agreement.

   i. Should Chehade elect to terminate the Agreement for reason other than a material breach by Newman, he must provide Newman with at least sixty (60) days’ written notice of the termination.

   ii. Either party may terminate the Agreement should the other party materially breach the Agreement. For example, Newman may terminate the Agreement if Chehade substantially neglects his job responsibilities. If a material breach is alleged, the other party must be promptly notified of the alleged breach in writing and provided a meaningful opportunity to cure the breach or respond to the allegation.

2. **DUTIES**

   a. Scope: Chehade’s job duties will be as described in this Agreement and as reflected in the attached job descriptions, which are also incorporated into this Agreement. To the extent that there is a conflict between the job descriptions and this Agreement, the Agreement governs. Should the parties seek to change those
job duties they must agree in writing, in which case any such revisions will be
demed incorporated into this Agreement. Chehade and Newman agree to abide
by all applicable federal employment and other policies and regulations.

b. Other conditions of employment

i. Chehade shall devote a minimum of 40 hours per week to his duties under
this Agreement. Chehade understands that because of the nature of the
position, he will sometimes need to work long or irregular hours in order
to complete all his job duties. Chehade is responsible for both positions
but this does not mean he will have to work double hours.

ii. Should Chehade’s job duties require him to reside outside of the district,
Chehade is permitted to travel to Chicago one day per week to perform
traveling duties. As long as Chehade is otherwise reasonably available
during business hours for consultation with Newman and supervision of
staff, he need not maintain specific hours at the office. Newman will
reimburse for his travel to Chicago to the extent permitted by law
and congressional regulations.

iii. Newman will hire appropriate congressional staff as determined by the
needs of the office and the limitations of the budget. Because of the dual
nature of the role, Newman may hire one fewer legislative or district staff
members to work under Chehade. Chehade will have complete discretion
about the selection and employment termination of staff members under
his supervision, except that the total salary budget for staff working under
Chehade must be approved by Newman or her designee. Staff members
working under Chehade’s supervision will be subject to standard office
policies and entitled to standard benefits and terms of employment unless
otherwise agreed.

iv. Newman will use her best efforts to provide Chehade a private office
within the congressional suite. If that is not possible given space
limitations, she will assign Chehade an office shared by one other person
maximum.

3. COMPENSATION AND BENEFITS

a. Compensation. Newman shall pay Chehade a salary of no less than between
$135,000 and $140,000 per year, less applicable required taxes and withholdings.
This salary shall be paid pursuant to standard office payroll policies, but no less
frequently than monthly. Starting in Chehade’s second year of employment,
Newman will provide Chehade cost-of-living and merit raises pursuant to standard
office policies.
b. **Materials and Expenses.** Newman shall reimburse Chehade for all supplies and expenses allowable by government regulations and pursuant to the standard government policies.

c. **Other Benefits.**

i. **Vacation**

A. Chehade will be entitled to either of the following options for vacation time, whichever is longer in duration: a) the standard or average vacation time afforded to congressional staffers or b) no less than three weeks’ vacation for the first two years and four weeks’ vacation for subsequent years. These vacation days are in addition to official federal holidays and days on which Newman’s entire office is closed. Chehade may elect to take two half-days off in lieu of one vacation day.

B. Chehade will inform Newman or her designee of major planned vacations in advance to allow for planning. Although Chehade will have discretion about when to take vacation days, he will endeavor to avoid taking vacation during particularly busy times of year when notified in advance.

C. Unused vacation days may be carried over to the extent permitted by congressional regulations. When they are not carried over, unused vacation days will be paid as salary, to the extent permitted by congressional regulations.

ii. Chehade will be entitled to all benefits normally provided to congressional staff members (including health, retirement, and insurance benefits) as well as benefits provided to the full-time staff working in Newman’s office. Nothing herein is intended to supplant or waive Chehade’s rights under the Congressional Accountability Act ("the Act") or other employment laws. To the extent that the Act entitles Chehade to benefits that are greater than those provided under this contract or under Newman’s generally applicable employment policies, the Act governs.

4. **NOTICES**

Notices provided under this Agreement must be made in writing. At minimum, notices must be provided electronically to the email address typically used for communication between the parties.

5. **REPRESENTATION AND WARRANTIES**

a. This Agreement supersedes all other previous agreements and understandings between the Parties with respect to the subject matter of this Agreement. Any
amendments to this Agreement shall be made and agreed upon in writing. Scanned copies will be deemed equally enforceable as originals.

b. The parties to this Agreement acknowledge that they are not making other have not been induced to enter into this Agreement by any representation or statements, oral or written, not expressly contained herein or expressly incorporated by reference.

6. BREACH AND GOVERNING LAW

a. The prevailing party in any action to enforce a material breach of this agreement this Agreement is entitled to all reasonable fees and expenses s/he incurs as a result of the breach.

b. This Agreement shall be construed under the laws of the State of Illinois.

7. ENFORCEABILITY

In case any one or more of the sentences and provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

8. ENTIRE AGREEMENT

This Agreement supersedes all other previous agreements and understandings between the Parties with respect to the subject matter of this Agreement. Any amendments to this Agreement shall be made and agreed upon in writing. Scanned copies will be deemed equally enforceable as originals.

IN WITNESS WHEREOF, the Parties have executed this EMPLOYMENT AGREEMENT as of the later date signed below.

IYMEM HAMMAN CHEHAD

By: [Signature]

DATE: 12/26/2018

MARIE NEWMAN

DATE: 12/26/2018
EXHIBIT 2
Transcript of Interview of Witness 2

Review No. 21-3052
August 30, 2021
Deposition of WITNESS TWO, held virtually:

Pursuant to agreement, before Caleb Welsh,
Notary Public in and for the State of Maryland.
APPARENCES

ON BEHALF OF OFFICE OF CONGRESSIONAL ETHICS:

INDHIRA BENITEZ, ESQUIRE
ANNIE CHO, ESQUIRE
OMAR ASHMAWY, ESQUIRE
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ON BEHALF OF WITNESS TWO:

ED MULLEN, ESQUIRE
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(312) 508-9433

ALSO PRESENT:

SHAWN CAVALIERE, Remote Technician
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## EXHIBITS

(No exhibits marked.)
MS. BENITEZ: So today is August 30th, 2021 and we are conducting the remote interview of WITNESS TWO. WITNESS TWO is represented by Ed Mullen who is also present for this call. Speaking is Indhira Benitez, investigative counsel at the Office of Congressional Ethics. I'm also joined today with Omar Ashmawy and Annie Cho.

WITNESS TWO has been given a copy of 18 USC 1001 and has signed and returned the acknowledgment to our office.

WITNESS TWO, please feel free to stop me if you need a break, have a question or just don't understand my question at any point during this interview.

So let's jump right into it.

BY MS. BENITEZ:

Q WITNESS TWO, tell me first a little bit about yourself. Where are you from and what do you currently do for work?

A Yep. So I am the congresswoman's campaign manager on the political end. I'm from Orland Park
originally and so -- now I live downtown in Chicago on the north side.

But yeah, I met Marie, the congresswoman, about four years ago when she was running the first time and so pretty excited to be working for her now.

Q And you said you're currently her campaign manager, correct?

A Yeah. Uh-huh.

Q Did you ever have any other positions with Congresswoman Newman?

A Yeah. So on the 2020 campaign I was her outreach manager.

Q Okay. And how did you meet Representative Newman?

A Well, I started out on the campaign back in 2017 just volunteering. Just someone who wanted to get engaged. And so I did a lot of stuff back then from meeting up with her at train stations to get her on the ballot, different volunteer events, but yeah, over time in that campaign, I really was a super volunteer. Just was there a lot. At the
campaign office and other things.

Q And when were you brought on as the, I guess -- in that new role for the 2020 campaign? When were you brought on?

A That was January 2019.

Q And I'm sorry. You said -- what was your position back then?

A I was the outreach manager.

Q Outreach manager.

What kinds of things or duties did you have as an outreach manager?

A So that was a mix of things. It was mostly events. So setting up meet-and-greets, some fundraisers to an extent, community meetings with other business leaders, community activists. Pretty all encompassing in that sense.

Also writing a lot of her policies that were on the campaign website at the time and working with volunteers. So coordinating them, recruiting them. That was really all of it.

Q Okay. And as outreach manager, were there other volunteers or campaign hires that you would
work with on a day-to-day?

A Uh-huh. Yeah. I was the first staffer she brought on in that campaign, so pretty much everybody worked with me.

Q Okay. And you said you were -- so you were a volunteer from 2017 until -- do you remember approximately the date?

A Yeah. That first time when she ran for congress, she lost the primary, so that was March of 2018 when that ended. And that was just volunteer. I wasn't paid or anything.

Q Okay. And when did you -- were there any conversations that you and the congresswoman had about you coming on kind of full-time for the campaign?

A In -- in which campaign?

Q After the 2018 election.

A Yeah. So after that -- I'm trying to remember the timeline, but -- yeah. We stayed in close contact. Just checking in with things over the next few months. And when it became clear that she was going to run again, she called me -- I want
to say November of 2018, but I can't remember an
exact time.

Q Okay. And when she called you, was it to --
what was it for? What was the substance of the
call?

A She was talking about how she was going to
run again and how she needed some help to get things
off the ground and she wanted me to be that person
so --

Q Okay. And then you officially started as
outreach manager in January?

A Yeah. Uh-huh.

Q Okay. And who else were you working closely
with, I guess, after January 2019? Who were some of
the people that you would interact with on a daily
basis?

A For the first couple of months it was really
just me and Marie and then after a while it was

Do you want names of all the people that I
worked with?

Q Yes. If you remember, yes.
A Okay. So [Witness 1] was the main one that I
worked with and then we had a couple other staffers.
Mary-Margaret Koch was another one. Josh Gottlieb,
Francisco Martinez, Krystal Garcia, Dany Robles.
Q And in this time, when you were outreach
manager, did you have an opportunity to meet any of
her advisers?
A How would you define "adviser"?
Q Did you -- I'll just ask it more directly.
Did you have an opportunity to meet
Shadin Maali or Iymen Chehade when you were her
outreach manager?
A Yeah. I met Shadin. I actually never met
Iymen.
Q And what was Shadin's role at that time?
A So Shadin and I, we met before this last
campaign in 2020 so we kind of had a relationship
before then. But of course, Shadin was her campaign
chairwoman in the 2020 campaign so we worked closely
with events and outreach to the Arab-American
community.
But yeah, that's kind of what I would say
about Shadin. It's hard for me to describe what an
adviser means because (Inaudible) --

Q Right.

A -- on that campaign.

Q And what -- so you said Shadin was her --

I'm sorry? What was her role? Campaign --

A Chairwoman. Yeah.

Q Chairwoman. And what was Iymen's role at

that time?

A I have no idea because I didn't interact

with him ever.

Q Okay. You never had any e-mail exchanges or

phone interactions with Iymen?

A Uh-uh.

Q Do you happen to know how the congresswoman

met Iymen Chehade?

A No.

Q Do you know what the extent of the

relationship was with Iymen Chehade and the

congresswoman?

A Really, no.

Q So you're -- do you know what he was doing
for the campaign or for the congresswoman at the time?

A  No. In the time -- you mean, like, in the 2020 campaign?

Q  Yes.

A  Yeah. I didn't know anything about him.

Q  Did you have -- at any point -- I'm assuming -- let me withdraw that. Did you ever get an opportunity to learn about the employment contract that Representative Newman entered into with Iymen Chehade?

A  No. The first time I learned about it was actually through the news.

Q  Okay. And what was your, I guess, opinion or reaction about it?

A  Well, it seemed unfortunate, I guess, but that's about it.

Q  Did you have any conversations with the congresswoman after it was out in the news?

A  Yeah.

Q  And what was the substance of the conversation?
A Well, the conversation was really just, this has happened, we're going to have to deal with this, but not much substantive beyond that.

Q Were you a part of the team or the staffers that, I guess, were responsible for dealing with the public reporting of the contract?

A No.

Q Do you know who was?

A I know Witness 1 was part of that, but I don't know anybody beyond that.

Q Are you aware of an employment contract that the congresswoman had -- a similar contract -- with Shadin?

A I don't know about that.

Q And after -- so when you learned about the lawsuit and you heard about it in the news, did it strike you as odd that the congresswoman entered into an employment contract so far in advance of the election?

A Yeah. Uh-huh. It was odd.

Q Did you ever have any conversations with her, or anyone else for that matter, about it being
Q And what are -- has there been other conversations about the employment contract or -- after that initial conversation with the congresswoman?

A No. Really, the substance of the conversation every time it would even remotely come up was, again, like, this has happened, we are above and beyond it, it's being addressed. That's all.

Q Okay. And currently what's your -- I'm sorry. What's your role currently with the congresswoman?

A I'm her campaign manager.

Q Campaign manager. And what are some of your duties as campaign manager now?

A So it's -- it's a lot of things. It's managing the budget, keeping track of where money is coming in and going out. I'm still managing a lot of the same volunteers, community events, adding things to the calendar. Now we are working through redistricting conversations now that the census
data is in. And then of course just finalizing
our campaign messaging as we head into the next
year.

Q Oh, I think Annie has a question.

BY MS. CHO:

Q Yeah. Hi, WITNESS TWO.

I want to go back a little bit to something
you mentioned. You said that when it became clear
to you that she was running again, she contacted you
in November 2018; is that correct?

A Yeah. I don't remember exactly what date,
but somewhere around that time.

Q And she said that she was planning on
running for the 2020 election then?

A Right.

Q Okay. Did she -- were you guys -- did you
guys have any prior conversations to that phone call
where she told you that she was planning on running
again or was that the first time you ever -- you
were made aware that she was running? Or that she
was planning to run?

A That was the first time where she actually
said I am running again.

Q  Uh-huh.

A  The district people kind of figured that she was going to run again, but nothing was really said by her.

Q  Okay.  Thank you.

BY MS. BENITEZ:

Q  And I guess, just piggy backing off of that. You said the district staffers kind of knew that she was going to run again.  What gave you all that impression?

A  She never really stopped campaigning. She stayed very active in the community with other down-ballot races and races in the area around us to keep the volunteer base that we built organized and continuing to do the work.

Q  Okay.  And fast-forwarding to your position now.  When did you officially become the campaign manager?

A  April 1st of this year.

Q  Okay.  And since you’ve become the campaign manager, have you had to deal with any of the public
reporting about the lawsuit or anything involving Mr. Iymen Chehade?

A  Regarding public reporting, no. He does have a few deliverables as part of the settlement that he sends to me, but there's very minimal interaction between the two of us.

Q  And is that -- is that the first time you've had to interact with him?

A  Yes.

Q  As campaign manager?

A  Well, period.

Q  Yeah.

A  Uh-huh.

Q  Okay. I'm going to just very quickly hop off screen and just go over my notes and make sure that I'm not missing anything or that there's nothing else I want to ask you. So if don't mind giving me two minutes and I'll be right back.

A  Okay.

MS. BENITEZ: We can go off the record.

(Off the record at 3:20 p.m.)

(On the record at 3:21 p.m.)
BY MS. BENITEZ:

Q Much quicker than two minutes. Thanks, WITNESS TWO.

So we can get back on the record.

I don't believe I have any further questions for you, WITNESS TWO. If you have any questions for us, we're happy to answer them.

But I guess, my last final question is:

Have you communicated with anyone else about our investigation?

A Just a -- I talked to [Witness 1] because I know that he probably knows quite a bit more about what's going on, but nothing more than just, are they real? Is this a real interview? So --

MS. BENITEZ: Got it.

Okay. Well, with that being said, I think we can go off the record.

COURT REPORTER: Okay. No other questions?

MS. BENITEZ: Excellent.

Nope. If you don't have any questions for us, I just want to thank you again, WITNESS TWO, for taking time out of your afternoon.
And also you as well, Ed. Thank you for getting me those documents back so quickly and setting this up so quickly and speaking with us today.

COURT REPORTER: I just have a quick --

MR. MULLEN: Thank you very much.

COURT REPORTER: Oh, sorry. I just have a couple of spellings for the witness, but if I could get orders --

MS. BENITEZ: Sure.

COURT REPORTER: -- on the record.

Will you be ordering this, counsel?

MS. BENITEZ: Yes.

COURT REPORTER: Okay. A rush on this?

MS. BENITEZ: Yeah. If two days is possible.

COURT REPORTER: Okay. And -- so two days.

So Wednesday, what time?

MS. BENITEZ: Uh-huh. Yes.

Wednesday, any time.

COURT REPORTER: Okay. And Mr. Mullen, will you be wanting this or no?
MR. MULLEN: No, we will not be asking for one.

COURT REPORTER: Okay. And that one copy is for both -- for everybody on your side, Ms. Benitez?

MS. BENITEZ: Right. So it's -- right.

COURT REPORTER: Okay.

MS. BENITEZ: So we -- we actually -- just, I guess, for future interviews, we provide the copy to the witness and their attorney for any corrections --

COURT REPORTER: Got you.

MS. BENITEZ: -- or errata so --

COURT REPORTER: Okay.

MS. BENITEZ: Yeah. Just one copy.

(End of recording at 3:25 p.m.)
Transcript of Interview of Representative Newman

Review No. 21-3052
September 2, 2021
Deposition of MARIE NEWMAN, held virtually:

Pursuant to agreement, before Tanner Miller, Notary Public in and for the Commonwealth of Virginia.
A P P E A R A N C E S

ON BEHALF OF OFFICE OF CONGRESSIONAL ETHICS:

  INDHIRA BENITEZ, ESQUIRE
  ANNIE CHO, ESQUIRE
  OMAR ASHMAWY, ESQUIRE
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APPEARANCES
(Continued.)

ALSO PRESENT:

LEELA KRIEGER, Remote Technician
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PROCEDINGS

MS. BENITEZ: So today is September 2nd, 2021 and we are conducting the remote interview of Representative Marie Newman. She is represented by counsel who is also present with us today, Brian Svoboda. I -- speaking is Indhira Benitez from the Office of Congressional Ethics. With me is also my colleague, Omar Ashmawy, Annie Cho, and Elisabeth Jackson.

Mrs. Newman has been given a copy of 18 USC 1001 and she has acknowledged receipt of 18 USC 1001.

So Marie, as I mentioned, if you have any questions or need a break, please feel free to stop me during --

THE WITNESS: I will. And please --

MS. BENITEZ: -- this interview.

THE WITNESS: And everyone that's asking questions of me, please call me Marie. It's just a lot easier so --

And may I -- which would you prefer? Would you prefer Ms. Benitez or Indhira?
MS. BENITEZ: Indhira is fine.


MS. BENITEZ: All right. So let's get started.

BY MS. BENITEZ:

Q Marie, when did you decide to run for the 2018 primary?

A The 2018 primary? Meaning, the one prior to -- just to be clear, not 2 -- 2020, but 2018?


A So I started my exploratory in late 2016 after the 2016 election. I did not announce, I think, until the middle of April of 20 -- what would that have been? '17? Yeah. 2017.

So I did not make my final decision until my exploratory was complete which was at -- you know, right before I announced in April of 2017.

Q And did you start campaigning right before you announced or after?

A I started campaigning after.

Q And how about for the 2020 election? When did you decide to run for that?
A So after I lost in 2018 by two points, I started to think about a postmortem. So I have a strong business background and a startup background so I always like to do postmortems and I'm a management consultant so I like process.

So I had done a series of examining the precincts and deciding which messaging I did right and wrong, fundraising coalitions, advice, counsel, all of those things, and made a long list probably starting in May of 2018 after the -- after we had found out that I had lost the primary. So two months later I probably started thinking about it.

And then I think I made my final decision post-fundraising which would have been March of 2019 -- the end of March of 2019 is when I decided that I would run again.

Q And when you -- when you say you made your final decision, how do you mean? Because it's --

A So there's a lot of things. So I don't want to overcomplicate this, but I have two kids with chronic health conditions. Both my parents were in palliative care. We have limited funds as a family
and so I wanted to make sure that A, I had good
massaging around economic policies, which I don't
think I did a very good job of with the first one.

There were several foreign relations matters
and foreign policy matters that I had not done
enough work on. I wanted to make sure I clearly
understood that and I clearly understood the -- my
constituencies' needs.

And it ended up being that, you know, things
like health care and the economy were very
important, but these foreign relations matters were
very important and I was not studied enough on those
and I knew I had to address that.

And then I also didn't raise enough money
and I didn't know if I could raise enough money for
the 2020 race. So I was, you know, diligently going
through, talking to a lot of advisors, political
operatives, other electeds to get advice to make
sure that I could checkbox all the things I needed
to do before I announced in April of 2019.

Q And would you say that right after the 2018
election, you intended on running, but hadn't
finalized your decision?

A There was -- oh, my, gosh. What's funny about that is that I went back and forth every month. I -- there was a lot going on. My kids' health is a major problem and you know, we have limited resources so it was -- there was a lot going on and I did not make a decision for a long time.

Q When did you start campaigning for the 2020 election?

A The day after I announced, which was April -- I think I announced on tax day, actually. I think it was like, April 16th. So right -- of 2019. So right around the last couple weeks of April of 2019 is when I formally started campaigning.

Q Do you remember who your first hire was for your 2020 campaign?

A Yeah. [Witness 1] was our first hire. He was my finance director and I think it was right around March 1st of 2019.

Q Did you have any conversations with him prior to March 1st about bringing him on for the
2020 election?

A Yeah. When I was -- I was referred to him by a fundraising company. I had been using Liz Houlihan for a fundraising company inside of February of 2019. She said, I think you're going to be better off if you have a finance director, and she directed me to Ben. Ben and I spoke at the end of February. Roughly right before March 1st, I think.

Q Did you have any volunteers from your prior campaign that you brought over into your new campaign for 2020?

A They were always around. I mean, they're my neighbors so -- you know, they were just always around if that's what you mean.

Q Was there -- were there any that you brought on as a full-time hire kind of like [Witness 1]

A Yeah. So [Witness 2] I brought on as a full-time hire in -- I think it was April, but I would -- I can go look in my -- on my filing to find out for you.

Q Okay. And did you have any conversations
with him prior to bringing him on to discuss --

A Yeah. and I -- and I were pals. He was my -- kind of one of my best walkers. And just as a side note, he walked all of Orland Park which is 50,000 people. So -- during my 2018 campaign. So amazing guy and had great talents and he was a huge help as a volunteer on my first campaign in 2018. And he and I had kept in touch, you know, regularly.

MR. SVOBODA: Marie, if you would, if you could just be sure to let Indhira finish asking the question --

THE WITNESS: Oh, sorry.

MR. SVOBODA: -- before you answer.

THE WITNESS: I'm so sorry, Indhira.

MR. SVOBODA: Just -- okay.

THE WITNESS: This is new to me. I'm sorry.

BY MS. BENITEZ:

Q No worries. No worries.

When did you have these conversations with regarding bringing him on full-time for the 2020 campaign?
A Probably started the conversation, I would say, as early as November of 2018. Yeah.

Q So --

A But I didn't know at that point. I was honest with him though. I said, you know, I haven't made up my mind yet, but I'm seriously considering.

Q So in November of 2018 you had intent to run for -- run again --

A No. I told him I was --

Q -- for the 2020 election?

A I was considering. I was considering running.

Q Okay. And when did you meet Iymen Chehade?

A I unfortunately don't remember the exact date. I remember it was end of May in 2018.

Q That you first met Iymen Chehade?

A Correct.

Q And was that the first time you ever had any interaction with him?

A Yes.

Q And you hadn't met him anytime whether --

been at -- actually, let me withdraw that.
How did you meet Iymen Chehade?

A  I was introduced to him at a luncheon by my friend Shadin Maali.

Q  And you said that was in May of 2018?

A  Late May, I believe.

Q  What was his role in your campaign?

A  He had a very specific -- he was more just a foreign policy advisor. In that meeting he had started to talk about Palestine. It was clear that he had very specific knowledge around Palestine and Israel that I needed. He had been an expert on it and I -- and Shadin had validated that he was a history professor that specialized in this and honestly, I had never found that. We had looked for Palestinian advisors and we could never find one. So he was very lovely and started giving me advice around Palestine in that meeting.

Q  And did he have an official role in your campaign?

A  No. He simply offered to do -- to build my Palestinian-Israeli statement and that's all he did.

Q  And when did you decide to offer Mr. Chehade
employment?

A I didn't.

Q So you've never offered Mr. Chehade employment?

A What happened -- I just want to be clear on the word "offer".

So Iymen had pitched the role to me several times over a period of months. We talked all the time because we were friends, right? After May he offered to help me, quote, unquote, take out Lipinski. And he said, let me help you. We talked a lot. And he -- from time to time he would pitch the idea of me being his -- or him being my foreign policy advisor.

MR. SVOBODA: Indhira, just so the record is clear, you mean employment with the U.S. House of Representatives or employment with the campaign or employment with someone else?

MS. BENITEZ: Employment with the U.S. House of Representatives.

THE WITNESS: Yeah. So he had started pitching it probably in early summer. We had lots
of conversations about it over a span of six months. And so I think it was more an evolution of the idea than it -- I don't think I ever offered it to him until we got to the point where it was a more serious conversation and then I said -- I agreed to having him come on.

BY MS. BENITEZ:

Q And when was this? When did you start to have more serious conversations about it?

A Probably in late August, early September I would say.

Q In August/September of 2018?

A 2018, correct.

Q And what was the substance of these conversations?

A You know, Iymen had brought it up several times that he thought that he would be a good foreign policy advisor and had shared his experience around foreign policy and some of his writings and publications and wide variety of things. And he was being very, very helpful on Syria and Palestine and Israel and we had just developed a very good
rapport.

We also talked politics together and we had similar politics, although, you know, we differ on a few things. And so we had developed a really strong friendship and lots of respect for one another. And he kept offering and we got to a point, I think, where we had a -- kind of a more significant meeting the last week of maybe October if I'm remembering correctly. And again, I can get you the exact date.

And he had said, you know, how about if we make this formal? And so we talked about it for a long time that day and then he sent a proposal to me.

Q So when -- the first time you started having conversations about the -- making it more formal, did these conversations involve potentially the (Inaudible) of a contract?

A I'm sorry. Can you -- you went out. You clicked out.

Q Sure. Sorry about that.

When you started having these conversations about formalizing talks about employing Mr. Chehade,
did these conversations involve the drafting of a contract?

A  I think the way the discussion evolved, if I remember correctly, was that he said, well, I need this to be a formal thing, Marie, because I'm a part-time history professor. I don't have very much money and I need to know what I'm going to be doing in the future. And he made a great pitch around public service. I felt like his heart was really in it and he really wanted to be of service.

But he said, you know, I'd like this to be more formal. And I think it involved something to the way of, oh, do you mean a contract? And he said, yeah. I would -- that would be helpful so I know what I'm doing in the future.

Q  So what -- so in return for this contract, Mr. Chehade would have been getting full-time employment, correct?

A  It was an employment contract that identified that he would be offered a position of foreign policy advisor in the U.S. House of Representatives. On the official side.
Q And what were you getting in return for this agreement?

A Nothing.

Q Were you intending to run when you entered into the contract with Mr. Chehade?

A I mean, I was seriously considering it, but I did let him know several times that, you know, I haven't made my final decision yet, so if you have other opportunities --

He had been talking to many candidates about doing political consulting and I think at one point he was reviewing running for state senator alderman, too. So I said, you have to know that, you know, you have to do you because I'm going to do me and you do you.

Q So I guess I just -- I just want to understand. You -- in December of 2018 you signed the contract, but weren't sure that you were going to run?

A I did let him know that. That there's still -- my daughter had had a serious health situation and I did not know if I was going to run.
or not.

Q  Was the contract premised on you winning the
election?

A  I would have -- honestly, I would have to
reread it. I don't remember what it said.

MS. BENITEZ:  Leela, if you don't mind,
could you pull up tab 1 on the screen, please, and
mark that as Exhibit A?

REMOTE TECHNICIAN:  Tab 3. Okay. Thank
you.

MS. BENITEZ:  Tab 1.

REMOTE TECHNICIAN:  Tab 1.

MS. BENITEZ:  Yes.

REMOTE TECHNICIAN:  This is exhibit?

MS. BENITEZ:  A.


(Exhibit A was marked for identification
and attached to the transcript.)

REMOTE TECHNICIAN:  Exhibit A. Can you see,
Counsel?

MS. BENITEZ:  Yes.

And Marie, can you see here --
THE WITNESS: I see just the word "Exhibit A".

MS. BENITEZ: Okay. And Leela, could you give me control of the screen?

REMOTE TECHNICIAN: Yes.

MR. SVOBODA: If we could just have clear for the record, we're seeing a Word window that says "employment agreement", but not the entirety of the page of the document on the screen. We see it like, in Star Wars as it scrolls down as we see, you know, line by line.

REMOTE TECHNICIAN: You can see --

MR. SVOBODA: And when we see the entire page, it's small enough that I can make it out, but not with ease.

MS. BENITEZ: Okay. Would you like for me to zoom in? That's why it was zoomed in so you can kind of read it as I scroll down. But if you would like --

MR. SVOBODA: Sure. Could we try to zoom up -- first of all --

MS. BENITEZ: Actually --
MR. SVOBODA: -- how easy or hard is this
for you to read?

THE WITNESS: If it's comfortable to
everybody, I can go up to the screen and read it if
that helps.

MS. BENITEZ: Brian, I'm not sure what --

MR. SVOBODA: If we could --

MS. BENITEZ: I'm sorry. Go ahead.

MR. SVOBODA: Indhira, perhaps if you want
to try to zoom like, one more level, let's see how
that does.

MS. BENITEZ: Sure. I also --

MR. SVOBODA: Like, hit the plus button --
hit the plus button once.

MS. BENITEZ: I was also going to suggest --
I'm not sure what your computer capabilities are,
but if you -- I can also give you control of the
screen and Marie can scroll through the document as
well.

MR. SVOBODA: Yeah.

THE WITNESS: Is there something specific
you want me to look at or --
MS. BENITEZ: I'd like for you to just review the contract and let me know when you're done and then I can --

THE WITNESS: Read the whole thing?

MS. BENITEZ: -- ask some more questions.

Yeah.

MR. SVOBODA: We don't have the capability to scroll here. We're simply watching through a monitor in our conference room. So what I might suggest is, Marie, that you direct Indhira when to scroll down. So read what Indhira --

THE WITNESS: Okay. I mean, I think that will --

MR. SVOBODA: -- is displaying --

THE WITNESS: I'm sorry.

MR. SVOBODA: Sure.

(Witness reviews document.)

THE WITNESS: Okay. I've read it.

BY MS. BENITEZ:

Q Okay. So this is -- is this the contract that you signed back in December of 2018? December 26th of 2018?
A  It looks like it is. Of course I can't know because I don't have it in front of me, but I -- it looks like it.

Q  Is this your signature?

A  It looks like my signature, yes.

Q  Okay. So at the beginning of the contract -- we'll go to the first page under number 1, employment and term, subsection A. It says, "In the event --

A  Uh-huh.

Q  -- that Newman is elected as U.S. Representative to the Third Congressional District of Illinois for the congressional term beginning in January of 2021, Newman agrees to employ Chehade to the following combined position."

   So when you (Inaudible) --

A  Uh-huh.

Q  -- this contract, were you intending on running for the 2020 election?

A  I was seriously considering it. But again, my kids had had some health troubles and I let Iymen know very clearly that there's a chance that I would
Q And you understand that you signed this contract under the premise of running?

A Yeah. If I ran and I won, I was clear that this was a binding contract.

Q Well, the contract's conditions are if you win, not if you run and win?

A Correct.

Q At least as it's stated in the contract.

A Yeah. I mean, that was -- my intent was -- and I was very clear with both Rima and Iymen that if I ran and I won, that I was committed to this contract.

Q So I guess I just want to understand, why enter into a contract that was binding you to these terms if you did not intend at that moment on running?

A There was a strong likelihood that I would run, but I was really trying to -- there were some final things I had to make sure were in place before I decide to run.

Q And Marie --
I'm sorry. Leela, you can go ahead and take that off the screen.

REMOTE TECHNICIAN: Thank you, Counsel.

MS. BENITEZ: Thank you.

REMOTE TECHNICIAN: You're welcome, Counsel.

BY MS. BENITEZ:

Q Marie, why did you enter into this contract with Iyemen so far in advance of --

A Yeah. So if I may give you a little bit of context about my district. So in my 2018 race, one of the failures that I had personally that I'm accountable for is that I did not understand the Palestine-Israel issue very well. And for the 36 years prior to that, the Palestinian Arab-American Muslim community was treated very, very poorly by my predecessor and his predecessor, which happens to be his father.

They had treated that community with contempt. They had treated them negatively. They had ignored them and betrayed them several times.

So the community leaders came to me and said, look. We have been treated very poorly by
politicians. We need to understand that we will have a voice and a representation in you. And you have to show us in very visible and tangible ways. And the leaders in the community were very clear with me that was the case.

The Arab and Muslim American community is about ten percent of the community and my whole career has been based on working with marginalized communities throughout our district, but also throughout the nation. And so I wanted to make a very clear commitment to them that I was -- I was willing to not only understand their issues and address them in a legislative form, but also that they would have a physical voice in my office.

Because what I said to everybody, and now you can see because it's in the House record, is that I have a strong Latino American representation, I have strong black American representation, women and Arab American representation in my office.

So to that extent, I wanted to make sure that I was -- I was counselled to make sure that you have very demonstrable things that you can point to
to show that Arab Americans and Palestinian Americans would have a voice in my office.

And further, what I had been told by many freshman was, if you think someone can do a job well, starting teeing them up now because there is nobody to choose from by the time freshman gets into play. So if you have people you know are going to work out well, get them teed up.

You know, and then lastly, just, you know, my background -- my background is startups, right? So I have entered into employment contracts where I did not have the position for, 2, 2 and a half years because we didn't get funding. That's a very regular matter of course in startup practice.

So I viewed my campaign and my district office and my DC office as startups and I thought it was super normal. In fact, as you know, because you probably Google it to test this is that -- I'm sure you did -- is that when you Google it, there's no -- there's no list of rules like -- and there's no HR department in the Congress and there's nowhere to go to ask questions.
So for me, I relied on my experience of employment contracts and said, this is a really good thing because I'm -- he's asking me to -- for assurances and I'm addressing the needs of the Arab American community and my constituency.

Q So Mr. Chehade helped you address the needs of the Arab-American community within the district?

A Not during the campaign, no. He did not campaign at all for me.

Q So what was he doing exactly that led you to --

A He was building my policy statement on Palestine and Israel.

Q And that was for the purpose of what?

A So that we could publish it and it would be another one of those very demonstrable things that -- where we could point to it and say, look. She understands this issue and she's willing to publish it.

Just so you know, nobody else in congress has a published statement on their website because a lot of people find that issue very volatile. And I
have a very progressive stance on Palestine and
Israel and I wanted to make it clear that that was
what my stance was.

Q Is that the only thing that Mr. Chehade
advised you on was that one statement?

A Yes.

Q You never received any other advice from
Mr. Chehade on any of the other issues within the
Arab American community?

A Yes. Syria. I'm so sorry. Yes, Syria as
well. And he developed a statement on Syria for me.

Q Is Mr. Chehade someone who is well-versed in
the Palestinian-Israeli conflict?

A Yeah. Deeply. He has visited the region
many times and he has a class at Columbia College --
not big Columbia. It's the small college in
Illinois. And he has had a class for, I think, 10
or 15 years specifically on Palestinian studies.
And he's well published on it as well.

Q Did Mr. Chehade ever -- ever give you any
assurances that he would increase support for you
within the Arab American community within the
district?

A You know, I'm -- we're just saying thank you to the IT person. I'm sorry.

So I think that he probably mentioned -- he asked from time to time, hey, do you need help -- I remember him at one point saying, hey, do you need help with the mosque? And I said, no, we're fine. It's good.

Q So did he -- did he give you any assurances that he would increase support in the Arab American community?

A I don't remember him saying that at all. I remember him telling me that I will not campaign for you.

Q Did you see an increase in support from the Arab American community after you were being advised by Mr. Chehade?

A I -- not initially because nobody really knew he was advising me except for a few people. Yeah. No, that wouldn't have been -- and I wasn't campaigning yet. I didn't campaign until April. So no, he would not -- no one would have known that.
Q Did you ever promise to --

Actually, before -- before I get into that.

Did you have any knowledge that Mr. Chehade intended to run in the congressional race?

A No. He did mention it in that May meeting that he had thought about it, but he said, if I was going to run that he wanted to help me and then he immediately turned to talking about Palestine and being helpful around Palestine.

Q Did you ever promise to endorse him in any future elections?

A No.

Q Did you ever discuss endorsing him in any future elections?

A I said I would -- I think he asked me and I said, well, I would consider it, but I can't tell you right now because we're not there.

Q So you -- just to confirm, you did have discussions around endorsing him in future elections?

A Not endorsing him. I said, when and if you run for another position, I'm happy to have a
discussion with you.

MS. BENITEZ: Leela, if you don't mind, could you pull up tab 2 on the screen and mark that as Exhibit B.

REMOTE TECHNICIAN: Yes, Counsel. Just give me a moment, Counsel. I'm just marking it as Exhibit B. Thank you.

MS. BENITEZ: Sure.

(Exhibit B was marked for identification and attached to the transcript.)

REMOTE TECHNICIAN: Can you see, counsel?

MS. BENITEZ: Yes. And if you don't mind, Leela, could you give me control of the screen?

REMOTE TECHNICIAN: Yes. You have the access, Counsel.

BY MS. BENITEZ:

Q Marie, I'm going to try to zoom this in for you.

A Okay. I'll just come up here.

Q Okay. And it's -- let me know when you're done and I'll move onto the next page.

(Witness reviews document.)
A I've read it.

Q Okay.

MR. SVOBODA: And Indhira, could you please zoom out so I could see the document in total?

MS. BENITEZ: Sure.

MR. SVOBODA: Thank you.

MS. BENITEZ: Is --

MR. SVOBODA: Yeah. All the way out.

(Brief pause.)

MR. SVOBODA: Okay. Thank you.

BY MS. BENITEZ:

Q And Marie, do -- so I just want to draw your attention to this last -- the last two to three sentences here in this e-mail.

A Uh-huh.

Q This e-mail is from Mr. Chehade to you on -- dated October 27th, 2018, where he states, "Also given our discussion on Tuesday, you mentioned that you would be fine with a certain number of terms in office and then moving on. What that number of terms is would be up to you. I would like to put that in the contract along with a commitment to
endorse me once you decide to leave. Let me know if
that's something you would be fine with."

Do you remember this conversation with
Mr. Chehade?

A I remember him asking me how long I -- he
felt I would be interested in being in office. And
I said, you know, I just don't know. I've never
done the job before so I don't know. And then he
talked about a wide variety of state senate roles
and a bunch of different things. And he had said,
would you be interested in endorsing me? And I said
something to the effect of, well, when you get
there, let me know and we'll have that discussion.

Q And he asked for your endorsement for the
state senate seat?

A Yeah. I believe it was the state senate
seat.

Q And only the state senate seat?

A He talked about -- you know, honestly, that
was a very wide ranging conversation. He talked
about political consulting and could I have contacts
of other numbers -- elected members. He asked me
about probably three or four different elected roles. So it was pretty wide ranging.

Q I'm going to scroll to the second page of this document, Marie.

A Okay.

Q I'll zoom that in for you.

A This is his proposal he sent to me, right?

Q Yes. And I actually -- you are free to read the entire document, but I actually just --

A Okay. That's fine. Yeah.

Q -- want to draw your attention to the first line next to "Overview". And when you're done reading that, let me know.

(Witness review document.)

A I'm done with the first one.

Q Okay. And so in this proposal, there's an explicit statement where it says that "Chehade agrees not to announce or submit his candidacy for election to Congressional Representative of the Third District of Illinois", and "In exchange, Newman will hire Chehade as her Chief Foreign Policy Advisor".
Did you have any conversations surrounding Mr. Chehade running for the congressional seat?

A  No. He had not talked to me about the congressional seat since May in that first discussion when he kind of brought it up as a side note. And I never heard about it again until I saw this very outrageous proposal.

Q  But it sounds like in this e-mail dated October 27th, there was a conversation about him also running for the congressional seat at least in the future.

A  No. He did not talk about that in any way, shape -- not the congressional seat. Absolutely not.

Q  So prior to you seeing this proposal, you never had any discussions with Mr. Chehade about his intent to run for the congressional --

A  No. He was very helpful to me on Palestine and Israel and, you know, Syria and some other related issues. And we did have lots of conversations between May and October and so when he sent me this proposal, I was outraged and incensed.
Q Did you express that to him in writing?
A No. I called him. I took a couple hours --
I'll be honest. I took a couple hours before I
called him and -- so I could calm down because what
I recognize is, politicians have a very specific
understanding and he was a history professor and I
thought maybe he just has no understanding of
what -- you know, what he's saying. So I took a
couple of hours before I called him.
I was still pretty irate. I do remember
using expletives in the conversation.

Q I want to circle back to the employment
contract from 2018.

MS. BENITEZ: Leela, you can go ahead and
take this off the screen for right now.

REMOTE TECHNICIAN: Yes, Counsel. Thank
you.

BY MS. BENITEZ:

Q And Marie, I just want to ask, who else knew
about the contract with Mr. Chehade?
A At that point I was keeping everything very
tight because I didn't know if I was going to run or
not. So I think it was probably just my husband, Mansour Tadros, and Shadin Maali.

Q You mentioned that you were interested in putting together a team or at least having a strong statement on the issues that affect the Arab American community, correct?

A Yes. Correct.

Q So why didn't anyone else know about this contract with someone who was helping you to achieve that role?

A I'm sorry. You cut out again, Indhira.

Q Why didn't anyone else know about the contract with Mr. Chehade who at the time at least seemed --

A Because I wasn't sharing any campaign information -- I mean, as you could imagine that there were a lot of eyes on me and there was a lot going on at that time. So I did not share anything about my potential campaign -- it was not a campaign yet -- my potential campaign in any way, shape or form with anyone. I keep everything tight.

Q And when you won the election and you
started working with the U.S. House of Representatives, did you disclose the existence of a contract to anyone?

   A Yes. By that time my campaign attorney, Ed Mullen, had known about it, knew about it, Shadin, my husband already knew about it. Mara Kelly, my staffer may have known about it, but I don't recall.

   Q And was that a result of the public reporting of the lawsuit?

   A I'm sorry? A result of what?

   Q Of the public reporting of the lawsuit.

   A You're mixing years. So the lawsuit was not registered until 2020. January of 2020.

   Q Okay. And --

   MR. SVOBODA: Is that correct? I'm sorry, Marie. Is that correct? We're talking about the campaign that occurred in 2020 and you commenced service in January 2021.

   THE WITNESS: Yes. I started on January 3rd and I believe Mr. Chehade put the lawsuit in at the end of January of 2020.
BY MS. BENITEZ:

Q Right. And I asked who else knew about the contract when you started with the House and you named some family members and --

A Oh, I'm sorry. So you mean -- so the point at which I started in the U.S. House of Representatives, who did I tell about the contract? Is that what you're asking?

Q Correct. Correct.

A Okay. Good. So my Chief of Staff, Nancy Juarez. Obviously Ed Mullen had known about it because we had had discussions with his attorney. Or with -- yeah, with Mr. Chehade's attorney.

Who else knew?

I think my Comms Director knew at some point in that timeframe between January and March.

Witness 1 had already known about it and possibly Mara Kelly who was on my campaign but now works in my office as well.

Q And when you became a candidate, what efforts, if any, did you take to nullify the contract?
A So -- I'm trying not to make this overly complicated. So in January of 2019, before I started to run, is when Iymen started writing the Palestinian-Israeli statement. I had built an advisory counsel for him to lead to build the statement. And it became very clear early on that the advisory counsel did not want to work with Mr. Chehade. I took note of that.

And then there were a series of very strong red flags that led me to believe that he indeed was not going to be a good fit for -- for the job.

Q I just want to clarify something. You -- did you tell anyone else about the contract before you actually, one, had started at the House of Representatives?

A Yeah. So this is what I remember. And I can do some digging if you need more. But what I remember in terms of telling people before I started in the House of Representatives, it was my husband, Shadin, Mansour Tadros, Iymen obviously knew about it, my staffer, Mara Kelly on my campaign,

[Installer] Ed Mullen. I'm trying to think if there
was anyone else that was -- Shadin obviously knew.

Q Was this before Mr. Chehade -- you and
Mr. Chehade were in talks of -- over the breach of
the contract or after?

A Yeah. The breach -- the -- talking about
the breach and me not wanting to employ him didn't
start until June of 2020 when we met at an outdoor
coffee shop.

Q Did anyone know about the contract in
January of 2019?

A Shadin, my husband, Mansour Tadros, Iymin
obviously. That would --

I'm sorry. January of 2019 you asked,
Indhira?

Q Yes. Yes.

A Yes. That's what I think because I was
keeping all campaign matters very tight. So yes, I
believe that's in total.

Now, Mr. Chehade may have shared it with
other people, but I did not.

Q And I want go back to any efforts you made
to nullify the contract. So when you became a
candidate, you mentioned some concerns you had with Mr. Chehade, but what efforts did you take to actually nullify the contract?

A Well, he actually nullified it. So there were a series of very strong replies. I can tell you about that if you want me to do that or I can tell you about the day that he told me that he did not want to work with me anymore and hung up the phone on me.

Q I'm more interested in steps that you took to nullify the contract.

A So we had started to have a disagreement about my support of BDS. I was supportive of anybody's First Amendment right or civil rights to support BDS. I was not supporting it. He was very angry and screamed at me often about that. The -- which it was both the behavior and the political disagreement that became a problematic.

He also wanted me to support a one-state and I did not want to support a one-state. So he would call me frequently and rant at me about that. And there was -- it just became a bit untenable at one
point.
And I had -- I think this was like, in April or May of 2019 I said -- I said, look, you know, I'm happy to let you -- you do not have to support me, you know? This is not a -- this is not required if you don't like my position, but I can't be bullied or intimidated into a position I don't believe into.
So I told him, I said, you can not support me. I -- you know, of course I would love your support, but if you don't want it, then you have freewill. You can move on.
Q So apart from your disagreements with Mr. Chehade, did you make any effort to withdraw or nullify the contract?
A In -- in that very hard conversation he and I had, I think it was end of June, early July when he was yelling at me, I said something to the effect of -- I said, well, Iyemen, this behavior is incredibly disrespectful. You've been disrespectful to Shadin, to other members of the community and you're very hard to get along with so I don't see how we can move forward together. And he yelled at
me and called me a variety of names and said, well, I can't work with you anymore, and hung up.

And at that point I assumed I would never hear from him again. And I didn't hear from him directly until after the primary which was about eight months later.

Q And when did that disagreement over the phone take place?

A I believe it was between of June and July because I published my statement in the middle of July of 2019 so he was very upset because I had to rewrite the entire thing and he was mad about that. Because what he had given me was not acceptable.

Q After you won your election, did you make any efforts to nullify the contract then?

A Yes. So he had contacted me about a week after the primary and said that he wanted to meet about his future employment. And I said, well, we're in the middle of COVID -- because that was the first month of COVID in March of 2020, right?

So I said, let's do it when we can do it outside. And we had a couple of, I think, e-mails
back and forth of talking about that and then in June of 2020 we met in an outdoor coffee shop in LaGrange.

And I said, you know, your behavior and your singular focus on this one issue and your unwillingness to be interested in anything other than this issue is going to be problematic, Iymen. And he was very upset.

Q At that point did you tell him you would not be employing him?

A Yes.

Q And I'm sorry. When -- what month was that?

A June of 2020.

Q And so after having that conversation with him, what steps did you take to nullify that contract?

A I told him it was over and that I wouldn't change my mind. So that was it. And he said, then this -- if that's your final decision, this will not go well for you, Marie. And I will make it very hard for you.

Q Did you ever enter into a similar contract
with anyone else?

A Shadin Maali, who is my Chief of District Affairs, she and I -- because I knew all the way along, you know, even in my first run, that she would be part of any administration because we're close friends and I knew she could do a great job. We hired her and she's doing a great job.

Q And I'm sorry. You mentioned her current role in your office. What's her current role?

A Chief of District Affairs.

Q And what was her role during your 2020 campaign?

A She was my campaign chairwoman -- or co-chair -- Jose Torrez was my co-chair and she was my other co-chair.

Q Did Shadin ever express an interest in running for the congressional seat?

A No.

Q I'd like to show you one more document.

MS. BENITEZ: Leela, could you pull up tab 3 and mark that as Exhibit C, please.

REMOTE TECHNICIAN: Yes, Counsel.
(Exhibit C was marked for identification and attached to the transcript.)

REMOTE TECHNICIAN: Exhibit C.

You have the remote access -- the remote control, Counsel.

MS. BENITEZ: Thank you.

BY MS. BENITEZ:

Q And Marie, I'd like you to take a look at this document.

A Okay.

Q Let me know when to scroll.

A Okay.

MR. SVOBODA: Indhira, while the Congresswoman is reading the document, would you want to say for the record what the document is?

MS. BENITEZ: Absolutely. So this is a motion to dismiss of the Honorable Marie Newman.

MR. SVOBODA: Okay. Thank you.

(Witness reviews document.)

MS. BENITEZ: We're now scrolling into the memorandum of points and authorities in support of the motion to dismiss of the Honorable Marie Newman.
(Witness reviews document.)

BY MS. BENITEZ:

Q  Is this document at all familiar to you?

A  Yeah. No, I remember reading it when Ed and Doug and Todd wrote it.

Q  Okay. So you have read this document before?

A  Yes.

Q  And I'll leave it up on the screen if you'd like to continue to review it, but I think just for the purpose of efficiency --

MR. SVOBODA:  And Marie, just a reminder that you won't want to discuss your conversations with the counsel who represented you in the matter.

THE WITNESS:  Yeah.

BY MS. BENITEZ:

Q  Not a problem.

So Marie, you mentioned that you did have an opportunity to review this document before it was filed, correct?

A  Yes.

Q  So in this motion you've acknowledged
through counsel that the contract you entered into Mr. Chehade went against -- or violated public policy. Could you specify what law or policy the contract went against?

A I can't because I'm not an attorney.

MR. SVOBODA: I mean, Indhira, that's asking her for a legal conclusion and obviously that's not her expertise. Is there something that's within her personal knowledge or recollection that we could ask?

MS. BENITEZ: Sure.

BY MS. BENITEZ:

Q So do you know what it means when a contract violates public policy?

A I do not.

Q That was never explained to you?

MR. SVOBODA: That asks for conversations between her and her attorneys.

MS. BENITEZ: Okay.

MR. SVOBODA: I mean, is there a different way to get at --

MS. BENITEZ: Yes.
MR. SVOBODA: -- what you're trying to find out without getting into any particular legal doctrines or conversations with her attorneys?

MS. BENITEZ: Sure. Well, since it -- I mean, if you'd like to explain it, Brian, just what the definition of a contract that goes against public policy is generally.

MR. SVOBODA: Could we go off the record for just a quick moment?

MS. BENITEZ: Sure.

(Off the record at 3:05 p.m.)

(On the record at 3:06 p.m.)

BY MS. BENITEZ:

Q Okay. So Marie, you said that you don't know what that is so you can't answer that last question. Was it ever explained to you? Without telling me what was explained to you.

MR. SVOBODA: That still goes to conversations between her and her counsel.

Q Marie, did you willingly enter into that contract with Mr. Chehade?

A Yes.
Q And what were the ultimate reasons that you decided not to employ Mr. Chehade?

A There were -- over the span of January through July of 2019, there were very significant red flags that were presented in Mr. Chehade's interactions with others and with myself and his focus as well as behaviors.

MS. BENITEZ: I'm sorry. I think Omar has a question.

MR. ASHMAWY: I do, Indhira.

BY MR. ASHMAWY:

Q Hi, ma'am. This is Omar Ashmawy.

Just a real quick revert to the pleading in front of you. And just to be clear, I'm not asking about any conversations you had with your counsel. But just generally speaking, did -- I mean, did you have discussions with your counsel before they filed this?

A Yes.

Q Okay. Were you comfortable with this filing?

A In general, yes. But I will tell you, you
know, I can't say I know it inside out and I don't know laws and legal definitions or any of that kind of thing so --

Yeah. I mean, in general we talked about it and I read it, but I don't think that there was anything in -- I mean, I -- I can't respond to you about any of the precedence, any legal rulings or any --

Q No, ma'am. That's not --

A -- (Inaudible) or -- yeah.

Q That's not what I'm asking at all, ma'am.

A Yeah.

Q Are you -- I mean, were you comfortable just -- were you comfortable with the representation of you?

A Yes. Upon counsel from the House attorneys, yeah.

Q Do you feel like they had your best interests at heart?

A In general, I think, yeah.

Q Did you trust them to make the best arguments possible on your behalf?
A Yeah. Not knowing --
Q Did you feel --
A -- anything about the law, you know --
Q Sure.
A -- and not knowing them very well, yeah.
Q Sure. Of course.
And did you think that they were including anything in this filing that was untrue?
A You know, the one thing that I asked about that --
MR. SVOBODA: And again, not to get into conversations with them. I might, you know, answer --
You know, Omar, if you want to like, rephrase and re-ask.
And Marie, answer directly as best you can --
THE WITNESS: Yeah. There's one --
MR. SVOBODA: -- without getting into conversations --
THE WITNESS: There's something -- yeah.
MR. SVOBODA: -- with your counsel.
THE WITNESS: Because -- yeah. I know I'm not --

BY MR. ASHMANY:

Q Do you think --

A -- supposed to talk about --

Q Sorry.

Do you think counsel said anything to the Court in this matter that was untrue?

A You know, I mean, the one thing that I would question -- I think they just used it broadly, but not the legal definition -- is the use of "candidate" because I hadn't filed at the point that I was -- and that's the legal definition. And at that point, I think that the -- you know, that the House counsel made some -- probably some assumptions.

But yeah. No -- so that's the one thing that I would say that -- you know, I wasn't a candidate, but they used that term kind of loosely.

Q I understand. So other than that one -- the one issue you have with the matter which they used the term "candidate" --
A Uh-huh.

Q -- there was nothing else in this filing that you felt was untrue?

MR. SVOBODA: If I could, Omar. I just want to observe. I mean, we're talking about a 20 page document that she's not --

MR. ASHMAWY: Very simple -- very simple --

MR. SVOBODA: -- read the entirety of.

MR. ASHMAWY: It was filed on her behalf, Brian. Come on. This is not a complex question.

BY MR. ASHMAWY:

Q Do you think that they said everything -- do you think the counsel lied to the Court on your behalf, ma'am, or do you think everything in this pleading is true?

A I don't think that the attorneys of the U.S. House would ever lie, but I can't vouch for the validity of the thing because I'm not an attorney.

Q Okay. We'll call it there. Thank you very much, ma'am. I appreciate it.

BY MS. BENITEZ:

Q So circling back to the end of the public
reporting of the contract and the lawsuit that
involved the contract. So it was publicly reported
that the lawsuit was settled. Were there any
deliverables regarding the settlement of the
contract?

A I don't think I can talk about the
settlement, right, Brian?

MR. SVOBODA: No.

THE WITNESS: It's a sealed matter.

MR. SVOBODA: Actually, can we go off the
record one more time, Indhira?

MS. BENITEZ: Sure.

(Off the record at 3:11 p.m.)

(On the record at 3:12 p.m.)

MS. BENITEZ: Thank you, Tanner.

BY MS. BENITEZ:

Q So Marie, just circling back to the reasons
why you decided not to employ Iymen. You mentioned
that there was some kind of a disagreement and at
some point you decided to not employ him after you
won the election.

A Well, it was threefold, actually. He had
demonstrated several behaviors and lack of skills that would dictate -- and then simultaneously, I -- you know, as it got closer to the election and post-election, it was clear to me that I had some sense of what a Chief Policy Advisor would do and it was clear that he didn't have those specific skills.

The skills that I thought he had, he did have, to be clear. He had very strong skills around Syria and Palestine. Is a good researcher and strong writer. Those were all true. So he had those skills. But the skills required for the actual job, he lacked.

He also demonstrated behaviors and interactions that were deeply concerning. And then ultimately, he nullified the contract himself because he told me that he could not work with me anymore and hung up the phone.

MS. BENITEZ: Okay. I'm going to hop off the record, Tanner.

(Off the record at 3:14 p.m.)

(On the record at 3:18 p.m.)
BY MS. BENITEZ:

Q So Marie, going back to the time after you
started to campaign for the 2020 election before you
actually won the election. Did -- apart from Iymen,
Shadin, and your husband, did you tell anyone else
about the existence of the contract with Iymen?

A Yes. I believe I told because he
and I obviously had discussions about what my
congressional office would look like. So I told him
about that. Mansour Tadros.

Who else? I don't --

Q All staffers? Or --

A No. Mansour and -- at that point Mansour
and Shadin were campaign volunteers.

Q Okay.

A And then there were -- I -- I don't think I
told a lot of people, but I can't speak for
Mr. Chehade. Who he told.

Q Why didn't you tell other people apart from
the people that work with you -- like constituents
or anyone in the community -- that you were working
with Mr. Chehade in an effort to address these
issues within that --

A Oh, I'm sorry. I misunderstood, Indhira. Were you asking me if I told people that Iymen was working with me on the statement?

I did tell a lot of people. Everybody knew that.

Q Did you tell anyone that you had entered into a contract to employ him around that time?

A Um --

Q Did you tell constituents that you had contract --

A It may have come out in various Arab American leadership meetings. Yeah, it probably -- I think it did, but I'm trying to remember if someone specific -- but, yeah, it did come out in various community meetings where I was meeting with leadership.

Q And to what extent was it discussed in these community meetings?

A It was pretty widely known because people would ask me about it. So it was pretty widely known.
Q People would ask you about the contract or about just --

A No, that Mr. Chehade was advising me and that he would be my Foreign Policy Advisor.

MS. BENITEZ: Okay. Well, I don't have any additional questions.

Omar? Annie? Any additional questions?

MR. ASHMAWY: No. None. Thank you very much.

THE WITNESS: All right. May I ask a question?

MS. BENITEZ: Sure.

THE WITNESS: So process wise, Indhira, what -- I presume there's some type of report?

MR. SVOBODA: Yeah. Marie, maybe we should take this off the record and discuss --

MS. BENITEZ: Off the record.


MR. SVOBODA: -- that with them.

If we have questions about their general process, I'm glad to help answer that and we can talk with them --

MR. SVOBODA: -- off the record.

THE WITNESS: Unless you want to answer all
the questions and then --

MR. SVOBODA: I'm always glad to answer your
questions.

THE WITNESS: Okay.

(Off the record at 3:21 p.m.)

MS. BENITEZ: Could we get these rushed?

Two days, if possible. That would put us at Monday.

COURT REPORTER: I can reach out --

MS. BENITEZ: Actually, Tuesday. Tuesday.

Because it's a holiday, right?

COURT REPORTER: Got you. Yeah. No, I can
have the back office reach out to you about that.

REMOTE TECHNICIAN: Do you want exhibits to be attached, Counsel?

MR. SVOBODA: And Tanner, I'll take a
copy -- we'll take a copy here as well. And you can
invoice us for that.

COURT REPORTER: Thank you, sir.

REMOTE TECHNICIAN: Exhibits attached,
Counsel Benitez?

MS. BENITEZ: Yes.

(End of recording.)
EXHIBIT 4
Hi Marie,

It was great meeting with you on Tuesday. I enjoyed our conversation and I'm looking forward to more meetings and working together as we move forward.

I spoke to Rima Kapitan (lawyer) about what you mentioned which was to register the contract and she's going to look into the idea. As a contract lawyer, she did say that signatures alone are binding. She'll let me know for sure shortly. It's something we can do either way though.

Attached are the documents we discussed at the museum. Let me know what you think across the board. Also, given our discussion on Tuesday, you mentioned that you would be fine with a certain number of terms in office and then moving on. What that number of terms is would be up to you. I would like to put that in the contract along with a commitment to endorse me once you decide to leave. Let me know if that's something you would be fine with.

Best,

Iymen Chehade
Department of Humanities, History, and Social Sciences (HHSS)
American Association of University Professors Committee A On Academic Freedom and Tenure
Proposal

- Overview: Chehade agrees not to announce or submit his candidacy for election to Congressional Representative of the 3rd District of Illinois. In exchange, Newman will hire Chehade as her Chief Foreign Policy Advisor.
- Position term: If Newman wins the election, the position duration would be the entire term of Newman’s service as congresswoman and will be automatically renewed after any reelection. Chehade may obtain release from the contract upon 60 days’ notice.
- Position description: Chief foreign policy advisor, with a special focus on Israel/Palestine.
  - Advising on all aspects of foreign policy
  - Provide legislative briefings
    - In accordance with the US Arms Export Control Act, 22 U.S. Code § 2754, principles of humanitarian and human rights law as enshrined in international treaties, declarations, resolutions and other legal sources, Newman commits to:
      - opposing any legislation that entails ADDITIONAL military sales or aid to Israel
      - opposing any legislation aimed at curbing the ability of citizens or foreigners to advocate for human rights in Palestine, whether through BDS or other peaceful means
      - opposing legislation or policy that funds or encourages in any way a) Israel’s construction of housing and other infrastructure in occupied territory or on expropriated Palestinian or Syrian land; b) home demolition or restrictions on the right of Palestinians to build in the West Bank or Gaza; c) Israeli laws which make any civic benefits or punishments contingent or variable based on the ethnic or religious origin of individuals; d) Israeli military offensives in Gaza, the West Bank, Syria, or elsewhere in the Middle East; e) the economic siege on Gaza, including restrictions on fishing off the coast and restrictions on imports that have the intent or effect of crippling public infrastructure and civil society institutions such as schools and universities; f) opposing any legislation that makes aid to Palestine or the Palestinian Authority contingent on recognition of Israel or any declaration or commitment that undermines the human rights of Palestinians.
- Support legislation that aims at a) ending the detention of Palestinian children in Israeli military prisons, and detention of any prisoner without charge or trial; b) securing freedom of movement for Palestinians within Gaza/West Bank/Israel as well as international travel; c) securing freedom of movement of Americans to Israel and the occupied territories, including protecting Americans against searches aimed at violating their right to freedom of speech and conscience; d) achieving justice
and self-determination for Palestinians, including Palestinian refugees, and Syrians in occupied Golan.

- Remain in communication with human rights advocacy organizations such as Jewish Voice for Peace, American Friends Service Committee, the US Campaign to End the Israeli Occupation, both in order to promote positive efforts on the part of Newman to effect change in the Middle East and in order to obtain advice and recommendations about legislation and policy.
- Coordination with the offices of other congresspersons and government officials to achieve foreign policy goals.
- Providing recommendations on endorsements of other candidates for office.
- Outreach to the Arab American, Middle Eastern and Muslim communities in the district with the aim of mobilizing support for legislation and policy goals as well as encouraging civil engagement.
- Coordinating fact-finding delegations to Palestine and other countries in the Middle East, including briefings with local civil and human rights organizations.
  - Chehade has complete discretion over the itinerary, and there will be no requirement to meet with representatives of the Israeli government, the Jewish National Fund (JNF), or settler organizations. At no point will Newman accept partial or complete funding for congressional delegations from the JNF, any organization affiliated with the Israeli government, or any organization that embraces Israeli’s Zionist or colonial project.
  - Newman agrees to cooperate with Chehade in enlisting the participation of other congresspersons in these delegations.

- Terms and conditions of employment
  - $150,000 annual salary
  - Full time position, but permitted one day per week to travel to Chicago to teach courses
  - Vacation time: typical vacation time for DC staffers
Duties of Foreign Policy Position

1) Provide primary source data on policy options relating to international issues.
2) Facilitate dialogue between officials of countries and congressional office.
3) Lead overseas congressional delegations to areas of interest to garner information that can then lead to policy decisions.
4) Fact finding missions to areas around the world to garner information that will lead to recommendations to congressional office on policies.
5) Working with congresswoman on bills that center on alleviating the humanitarian suffering of Palestinians and other marginalized groups in the Middle East and around the world.
6) Working with congresswoman to create bills to reach the goals of peace, dignity, and justice for Palestinians and other marginalized groups.
7) Work to strengthen the position of women and LGBTQ in the Middle East.
8) Working with domestic groups like Jewish Voice for Peace and others who promote the rights of the Palestinian people.
9) Working with United Nations officials and other members of international organizations that will lead to sound foreign policy decisions for the congressional office.

Advocacy and Outreach

1) Objective: To grow and strengthen the voice of the Arab American/Middle East community in the 3rd District and around the country through advocacy for issues central to the community.
   A) Palestinian American, e.g., Palestinian-Israeli Conflict.
   B) Yemeni American, e.g., Ending the war in Yemen.
   C) Syrian American, e.g., Ending the war in Syria.
   D) Arab Muslim American, e.g., Ending discriminatory policies on immigration.
   E) Arab Christian American, e.g., protecting Christian communities in the Middle East along with holy places.

2) Strengthen ties between Arab American/Middle East community and congressional office.
   A) Encourage strong Arab American/Middle Eastern support in the 3rd District and Illinois for congressional office in tandem with congressional office taking stances on issues that are in the interests of the Arab American/ Middle Eastern community.
   B) Encourage Arab American/Middle East support for congressional office on a national level in tandem with congressional office taking stances on issues that are in the interests of the Arab American/Middle East community.
   C) Update influencers in the community on projects that congressional office is working on that are beneficial to the community.
   D) Keep a direct line of communication and open-door policy between congressional office and the 3rd District’s Arab American/Middle Eastern community.
Hi Iymen,

Thank you for sending and very good discussion across the board on all topics.

Let me think through all of this and let’s chat again after I review.

thanks and talk very soon,

M

On Oct 27, 2018, at 1:57 AM, Chehade, Hamman wrote:

Hi Marie,

It was great meeting with you on Tuesday. I enjoyed our conversation and I'm looking forward to more meetings and working together as we move forward.

I spoke to Rima Kapitan (lawyer) about what you mentioned which was to register the contract and she's going to look into the idea. As a contract lawyer, she did say that signatures alone are binding. She'll let me know for sure shortly. It's something we can do either way though.

Attached are the documents we discussed at the museum. Let me know what you think across the board. Also, given our discussion on Tuesday, you mentioned that you would be fine with a certain number of terms in office and then moving on. What that number of terms is would be up to you. I would like to put that in the contract along with a commitment to endorse me once you decide to leave. Let me know if that's something you would be fine with.

Best,

Iymen Chehade
Department of Humanities, History, and Social Sciences (HHSS)
American Association of University Professors Committee A On Academic Freedom and Tenure
<Proposal for Collaboration.docx><Details.docx>
EXHIBIT 6
HI there,

Took some time to digest the doc.

Most of it looks good. Couple of concerns -mostly phraseology.

When is a good time for you to meet the week of 11/12:

If you could come out this way this time -would be great.

I am open for early am meetings or 11/13-16.

Let me know what works for you,

M

> On Oct 27, 2018, at 1:57 AM, Chehade, Hamman wrote:
> > <Proposal for Collaboration.docx>
EXHIBIT 7
Via electronic mail

September 23, 2020

Marie Newman

Dear Ms. Newman:

I am writing on behalf of Iymen Chehade to secure your commitment to performing the contract you signed to employ him should you win the election in November to the position United States Representative to the Third Congressional District of Illinois. If you are represented by an attorney in this matter, please forward this correspondence to him or her.

On December 26, 2018, you agreed to employ Mr. Chehade to a combined position of Chief Foreign Policy Advisor and either District Director or Legislative Director, at Mr. Chehade’s election. I will attach that signed agreement here.

You met with Mr. Chehade on June 11. On that date, Mr. Chehade confirmed that he remained willing and able to perform the services described in the agreement. You told Mr. Chehade you had decided not to fulfill the terms of the contract. He asked that you reconsider and think about it over the next few months. Since then, he has not heard from you.

Mr. Chehade is aware that you have already begun making preparations for staffing your office. He therefore requests a definite response about whether or not you intend to fulfill the terms of the contract. Should you decline to enforce the terms, that decision would be an anticipatory breach of the contract you signed. See Koursa, Inc. v. manroland, Inc., 971 F. Supp. 2d 765, 788 (N.D. Ill. 2013). Please contact me by October 2 if you are amenable to discussing the contract and beginning discussions with Mr. Chehade about how to proceed with your working relationship.

Sincerely,

/s/ Rima Kapitan
EXHIBIT 8
Good Morning Rima,

I have read your letter and I’m sorry but I disagree with your characterization of my conversation in June with Iymen. I am focused entirely on the election from now through November 3rd, and we can revisit this issue after the election.

Thank you,

Marie Newman

Marie Newman
Democratic Nominee,
Illinois Third Congressional District