

EXHIBIT 102

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Office of Congressional Ethics

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Interview of

12

FORMER STAFFER C,

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Washington, D.C.

14

Tuesday, August 11, 2020

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22 Reported by: Emily G. Colkitt, Notary Public

Deposition of Former Staffer C
Conducted on August 11, 2020

1 Interview of FORMER STAFFER C held via virtual
2 videoconference by the offices of:

3

4

5 OFFICE OF CONGRESSIONAL ETHICS (OCE)

6 U.S. HOUSE OF REPRESENTATIVES

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14 Pursuant to agreement, before Emily G.

15 Colkitt, Notary Public in and for the State of

16 Maryland.

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A P P E A R A N C E S

ON BEHALF OF THE OFFICE OF CONGRESSIONAL
ETHICS:

HELEN EISNER, ESQUIRE
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1 P R O C E E D I N G S

2 THE VIDEOGRAPHER: Thank you everyone for
3 attending this proceeding remotely, which we
4 anticipate will run smoothly. Please remember to
5 speak slowly and do your best not to talk over one
6 another.

7 Please be aware that we are recording
8 this proceeding for backup purposes. Any off-the-
9 record discussion should be had away from the
10 computer. Please remember to mute your mic for
11 those conversations.

12 Please have your video enabled to help
13 the reporter identify who is speaking. If you're
14 unable to connect to video and are connecting via
15 phone, please identify yourself each time before
16 speaking.

17 We will provide a complementary unedited
18 recording of this interview with the purchase of a
19 transcript if you are interested. I apologize in
20 advance for any technical-related interruptions.
21 Thank you, and we can get started.

22 MR. BROWN: All right. Thank you,

1 Mackenzie. So with that, we are on the record.
2 This is Jeff Brown with the Office of Congressional
3 Ethics. With me is my colleague, Helen Eisner. We
4 are interviewing Former Staffer C. Today is August
5 the 8th, 2020. It is about 12 minutes after 10:00
6 a.m.

7 MS. EISNER: Sorry, I think it's actually
8 August 11th.

9 MR. BROWN: August 11th. Excuse me.
10 Former Staffer C has been given a copy of the false
11 statements warning and has signed an
12 acknowledgment. And with that, we'll begin.

13 INTERVIEW BY COUNSEL FOR THE OFFICE OF
14 CONGRESSIONAL ETHICS

15 BY MR. BROWN:

16 Q So Former Staffer C, we've discussed some
17 of your background previously. And, you know, I
18 understand we've got limited time this morning. So
19 we'll just jump into some of the topics that we'd
20 like to ask you about.

21 And I want to start with some questions
22 about personal errands. Now, it's my understanding

1 from speaking with some of your colleagues -- your
2 former colleagues, that is -- that official
3 staffers in Representative Palazzo's office have
4 been asked to perform personal errands for the
5 Congressman. And this would have been during
6 official work hours. What did you witness in that
7 respect?

8 A I don't know that I would ever have
9 witnessed someone being asked. If they were doing
10 something for him, I would have not known what they
11 were doing.

12 If they left the office to go take care
13 of something, I would have just -- if I happened to
14 be in the office, I would have just seen them out
15 of the office.

16 Q Did you ever hear from anybody or was
17 there ever any chatter in the office that
18 individuals were leaving the office to perform
19 errands of any kind for the Congressman?

20 A Not that I recall.

21 BY MS. EISNER:

22 Q Did you see people leave the office in

1 the middle of the day without explanation?

2 A They would be -- there were times where
3 different staff would be gone, but I assumed they
4 either had a meeting or were taking care of maybe a
5 doctor's appointment or something like that. So
6 most of the time, I was not there to see them
7 leave. I really didn't ask where they were going.

8 BY MR. BROWN:

9 Q We heard from a couple staffers that the
10 Congressman's dry-cleaning or laundry would have to
11 be picked up on occasion, and we were told that you
12 were an individual that would have to pick that up
13 on occasion. Did you ever have to pick up the
14 Congressman's dry-cleaning?

15 A No.

16 Q No. Okay. Did you ever hear anything
17 about the Congressman -- or, individuals having to
18 get laundry or dry-cleaning to or from the
19 Congressman's car while it was at the airport?

20 A Not that I recall.

21 Q How about grocery shopping? Have you
22 ever heard anyone talking about having to do

1 grocery shopping of any kind for the Congressman,
2 for his family, or for any of his kids?

3 A I don't recall anybody doing any shopping
4 trips or anything of that nature, other than if
5 somebody was getting something for the office like,
6 you know, refreshments or something in the office.

7 Q How about assistance with the kids? Did
8 you ever witness or did you ever hear that any
9 official staffers were assisting the Congressman
10 with preparing his kids for summer camp, driving
11 them around, babysitting, anything along those
12 lines?

13 A You know, I mean, I know we would see the
14 kids sometimes in the office, but I don't know if
15 they were preparing for something or --

16 Q So I, you know, gather from some of what
17 you explained to us that you weren't necessarily in
18 the office all -- you know, a full day. So I guess
19 I'd like to elaborate.

20 In light of the questions that I have
21 just asked you, would you have been in a position
22 to have witnessed staffers, you know, again, being

1 asked to assist with dry-cleaning, or grocery
2 shopping, or helping the kids?

3 A Not during my day, you know, in the
4 office. Like I said, most time it was first thing
5 in the morning, and then I was, you know, out in
6 the field traveling.

7 Q So, you know, in other words, the better
8 part of your day may have been spent outside of the
9 office?

10 A Most of the time, yes.

11 Q Okay. And so you may not have been --
12 you weren't necessarily working alongside the
13 individuals who were in the office for a full day.
14 Okay.

15 MS. EISNER: Jeff, can I jump in for a
16 second here?

17 BY MS. EISNER:

18 Q Based on what you observed, you know,
19 during your time working in the office, what was
20 your impression of how self-sufficient the
21 Congressman was?

22 A He seemed very self-sufficient.

1 Q And what are you basing that on?

2 A Just my personal experience interacting
3 with him. I never had him ask me to go anywhere or
4 take care of anything, to my knowledge, outside of
5 the office. And he seemed to be very self-
6 sufficient.

7 Q What about his reliance on some of the
8 more senior leadership in the office, people who
9 have been there a while? Let's start with
10 Bridgette. How would you -- how would you
11 characterize that?

12 A As far as?

13 Q Their relationship and the types of
14 things that he relied on her to do.

15 A I don't know what he would have relied on
16 her to do. And I mean, I'm just trying to think
17 back. I don't recall if -- I'm trying to think
18 through.

19 Like I said, it's been a long time since
20 I've worked in that office. I mean, other than
21 just being -- her, you know, being the office
22 manager, I don't know what he would have personally

1 relied on her for, or anything that I saw.

2 Q Okay. What about Michele?

3 A I know that they had many conversations,
4 but those I was not privy to. You would just know
5 that, you know, the Congressman and her had
6 conversations or the boss had called.

7 But I don't know what those conversations
8 entailed as far as if he needed something.
9 Usually, he was calling looking for reports or
10 information, you know, if there was something going
11 on in D.C. that related to the District.

12 BY MR. BROWN:

13 Q And how about Leslie?

14 A I would say probably the same. If they
15 had any communication, again, I wasn't there to
16 overhear it, other than for his scheduling requests
17 was all I ever sat down and discussed with her.

18 Q Have you ever heard of the River House?

19 A Can you be more specific?

20 Q Is it -- have you ever heard of a
21 property called the River House?

22 A I know the Congressman had a property on

1 the river.

2 Q Just tell me what you know about that --
3 the River House.

4 A That he had a property that was on the
5 river. I believe it was his parents -- or his, I'm
6 not sure.

7 Q Have you ever been there?

8 A Yes, probably two or three times, maybe.

9 Q And what were those occasions?

10 A One time, just road out there on the way
11 out of town, and the Congressman had pointed it
12 out, you know, as -- you know, like I said, I can't
13 remember if it was a family property or his. And
14 he had pointed it out and, you know, talked about
15 how nice of house it was. That was it.

16 Q How about the other occasions?

17 A It would have been the same thing. Just
18 going out there on the way out to check on it.
19 It's kind of in a -- not remote location, but it's
20 the only house on the road in a kind of commercial
21 area.

22 Q So you would be going out there with the

1 Congressman, you said, to check on the place?

2 A Or if he was -- you know, as we were
3 going out somewhere, an event, we may have passed
4 by there.

5 Q When you went there, did you ever meet
6 other individuals there?

7 A No.

8 Q So you never -- you would go with the
9 Congressman to the River House. Would you stop and
10 would you get out at the River House, or was this
11 just drive-bys?

12 A No, one time we did walk through it and
13 outside of it. He was showing me all the -- you
14 know, it was an older house -- and showing some of
15 the characteristics of it.

16 Q Was there a specific purpose why you guys
17 stopped there?

18 A Not to my knowledge.

19 Q And do you remember roughly when this
20 was?

21 A No.

22 Q Were you aware that the River House was

1 up for sale at any point?

2 A Not to my knowledge.

3 BY MS. EISNER:

4 Q During the occasion when you walked
5 through briefly and he was just showing you the
6 house, was anyone living there?

7 A I don't believe so.

8 Q Was it furnished?

9 A There were some old pieces of furniture
10 and things inside of there.

11 Q Did it seem like it was in good
12 condition?

13 A Yeah, for the age.

14 BY MR. BROWN:

15 Q Did you ever attend any campaign events
16 at the River House?

17 A No.

18 Q Are you aware of whether or not the River
19 House was used as a campaign space of any kind?

20 A I had heard that they had used it for
21 some event, but I don't know when. I don't know if
22 that was prior to him getting elected or during his

1 time there.

2 Q Did you ever hear any other staffers --
3 official staffers or campaign staffers -- discuss
4 the River House or mention the River House?

5 Q Not with me.

6 Q Did you ever here of or witness any
7 staffers going out to the River House?

8 A I didn't witness any going out there, if
9 they did.

10 Q Did you ever hear anybody else in the
11 office say that they had been to the River House or
12 were going to the River House?

13 A Not that I can recall.

14 BY MS. EISNER:

15 Q What about in your conversations, you
16 know, however brief they might have been, with the
17 Congressman about the River House? Did he mention
18 any repairs that he was performing on the home?

19 A No, not that I can recall.

20 BY MR. BROWN:

21 Q How about work with contractors?

22 A The same. I don't really know who would

1 have been out there or if any contractors would
2 have been being called to that property.

3 Q What about work with real estate agents?
4 Did the Congressman ever talk about trying to sell
5 the property or working with real estate agents?

6 A Not that I can recall with me.

7 BY MS. EISNER:

8 Q What about in conversations with other
9 people in the office -- people like Bridgette,
10 Michele, Leslie -- did any of them ever mention
11 real estate agents?

12 A Not in my presence that -- when I was
13 there. Like I said, most of the time I was not in
14 the office.

15 Q Did you hear about it through someone
16 else? Is that possible? Just clarifying what you
17 mean by "not in your presence."

18 A No. Just that. Not that I recall
19 hearing. Or if they did, I was not there.

20 MR. BROWN: Did you have anything else on
21 the River House, Helen?

22 MS. EISNER: No, go ahead.

1 MR. BROWN: Okay.

2 BY MR. BROWN:

3 Q Do you know Kyle Palazzo?

4 A I know who he is, yeah -- the
5 Congressman's younger brother.

6 Q Have you ever met him?

7 A I have a few times.

8 Q All right. Do you guys have any
9 relationship outside of the Congressional Office or
10 the campaign that you did?

11 A No.

12 Q Are you aware of -- at some point, did he
13 live in Alabama?

14 A I don't know where he stayed.

15 Q Okay. Are you aware that at some point
16 he was working in the Congressman's Congressional
17 Office?

18 A No, not that I was aware of.

19 Q So when you were -- when you were working
20 in the Congressional Office, was Kyle Palazzo ever
21 spending time in the Congressional Office?

22 A Not during my time in the Congressman's

1 office.

2 BY MS. EISNER:

3 Q Did you hear about him spending time in
4 the office at a later point in time?

5 A Not that I can recall. But I know that
6 he wasn't there when I was there. But I did see
7 him out at some events -- I don't know in what
8 capacity -- after I had left the office.

9 Q What types of events did you see him at?

10 A I couldn't tell you if it was a ribbon-
11 cutting or a ground-breaking. I don't know.

12 Q Okay. And you said you'd met him a few
13 times. When was the first time that you met him?

14 A At some point during my time in the
15 Congressman's office. I can't tell you where or
16 when, other than I may have just, you know -- the
17 Congressman you know, whether at his house or at
18 some point, he said, "Yeah, hey, this is my
19 brother." That would have been about it.

20 Q Okay. What do you know about his
21 background?

22 A That's a good question. I don't.

1 Q That's you don't know, or --

2 A Yeah.

3 Q -- you're trying to think about it?

4 A I'm sorry. No, I don't know what his
5 background is.

6 Q When you -- you know, you mentioned to us
7 some canvassing or, you know, a few things that
8 perhaps you had some awareness of. Did you ever
9 observe Kyle Palazzo performing any campaign-
10 related work?

11 A Not that I can recall during my time
12 there.

13 BY MR. BROWN:

14 Q But you said after your time there, you
15 saw him at a couple events. Is it fair to say that
16 these were events that Congressman Palazzo was
17 campaigning at? Or would these have been official
18 events that the Congressman was there for? You
19 know, was the Congressman there in an official
20 capacity?

21 A I couldn't tell you that. I don't recall
22 what type of event it was.

1 Q Roughly how many times had you seen Kyle
2 Palazzo out with the Congressman or at events?

3 A When? After I left?

4 Q Yeah. It sounds to me like maybe you
5 hadn't seen him doing that sort of thing before --
6 while you were in the office.

7 So after you left, you said you'd seen
8 him a couple times. I'm just trying to gather, is
9 that, you know, less than a half dozen? Is it, you
10 know, ten or more?

11 A Oh yeah, it would have been less than a
12 half dozen. Because I'm not out as much in public
13 events and doing things like that.

14 MR. BROWN: Helen, do you want to move on
15 to the campaign?

16 MS. EISNER: Yeah.

17 BY MS. EISNER:

18 Q So what was your impression --
19 specifically focusing on the sort of 2018 election
20 season, to the extent that you have knowledge about
21 that -- what was your impression of the
22 competitiveness of that election? The primary

1 election in 2018?

2 A You mean -- as far as "competitive," can
3 you elaborate just a little bit?

4 Q Yeah. You know, based on what you
5 observed and heard, how competitive did the
6 campaign feel at the election? Again, talking
7 about the primary election.

8 A I think it would be as competitive as any
9 other election if you have an opponent, running
10 unopposed, or you're running (indiscernible).

11 Q Okay. And, you know, just looking at the
12 returns, the Congressman did win that primary by a
13 substantial margin. Was that something that was
14 uncertain?

15 A I don't think you ever take anything for
16 granted in an election. But I don't -- I stick
17 with what I said. I don't think there's anything
18 you take for certain in an election.

19 Q Was there anything about 2018 that was
20 distinct from prior election seasons that you had
21 observed?

22 A Nothing that I can recall that was any

1 different than any of the other elections.

2 Q Okay.

3 BY MR. BROWN:

4 Q And again, what was the extent of your
5 participation on the 2018 campaign, be that primary
6 or otherwise?

7 A The only thing that I would have, in
8 2018, would have been putting out signs the night
9 before the election -- in a voluntary -- of course,
10 it's after 5:00.

11 Q Were you ever asked specifically to do
12 campaign work on behalf of the Congressman?

13 A No. I expressed that I really was not
14 into the campaign side at that time.

15 Q Did you ever feel like you had to go out
16 and do campaign work?

17 A No.

18 Q Did you ever witness anybody in the
19 office being -- you know, it indicated to them that
20 they needed to do campaign work?

21 A Not that I can recall.

22 Q Did you ever feel pressured to do

1 campaign work?

2 A No.

3 Q Did you ever see anybody else being
4 pressured to do campaign work?

5 A No.

6 Q Did you ever hear about individuals
7 feeling like they were pressured to do campaign
8 work?

9 A No.

10 Q Just generally, you know, how was the
11 campaign -- how was the Congressman's campaign
12 structured? Were people from the official office
13 doing a lot of volunteer work for the Congressman?
14 Or did he have a separate campaign arm that was
15 doing much of the work in Mississippi?

16 A I can't recall which cycles had -- you
17 know, all external or some staff that took leave to
18 go help. It varied, cycle for cycle.

19 Q So official staff would volunteer. Can
20 you recall any more details about who was
21 volunteering?

22 A Near the beginning -- I know during one

1 election cycle, one person I can remember was
2 Jeffrey Runnels took a leave of absence and did
3 some. Like I said, I'm not sure who all was
4 volunteering or went over to the campaign side to
5 do things.

6 Q Do you know where the Congressman lived?

7 A Say that again?

8 Q Do you know where the Congressman lived
9 in Mississippi?

10 A I believe somewhere in Gulfport.

11 Q Sorry, can you repeat that?

12 A I believe in Gulfport.

13 Q Okay. Why do you say you believe?

14 A Because that's where I would pick him up
15 to go to events most of the time.

16 Q Okay. And was that -- go ahead, sorry.

17 A No, like I said, if that's where he was
18 at, that was most of the time where I would pick
19 him up.

20 Q Is that a property on [REDACTED] ?

21 A Sounds right.

22 Q Okay. Would you pick him up at other

1 places?

2 A Usually, other than the office, that
3 would be the home that I would pick him up from.

4 Q And did you understand that to be his
5 home or somebody else's home?

6 A That, I don't know.

7 Q And why do you say that?

8 A I know that he had gone through a
9 divorce, and so I don't know whose house -- whether
10 it was his or his parents, I don't know. I don't
11 know who owned it. I was not privy to those
12 personal things that happened during that.

13 Q Did you ever pick him up at the River
14 House?

15 A No.

16 Q Did you ever witness or did you ever hear
17 of the Congressman staying in the District office?

18 A In the District? No.

19 Q Was there a sleeper sofa in the District
20 office?

21 A No.

22 Q Do you keep up with anybody from the

1 Congressman's office -- since you've left. Let me
2 clarify that. Since you've left, do you maintain,
3 you know, a relationship with anybody outside of
4 the office? Did you remain friendly with anybody?
5 Do you still keep up with folks from the office?

6 A I wouldn't call any of it a friendship or
7 where you call and talk to them. Normally if
8 there's an issue that I'm dealing with that would
9 deal with something on the federal level, I'll
10 usually call and talk to them and -- you know, if
11 the office can help, if there's a federal issue
12 we're working on.

13 Q Who's usually your primary point of
14 contact if you need to reach out to the
15 Congressman's office?

16 A That could either be his chief of staff,
17 his district director, or his new field director --
18 which is Stephen, Michele, or Hunter.

19 Q Okay. You mentioned that you've worked
20 alongside Lela Bremen. How did you come to work
21 alongside her?

22 A I mean, she was hired to be a constituent

1 liaison.

2 Q Okay. How much overlap did you guys have
3 while you were -- while you were both in the
4 office? I gather she started some time before you
5 left. I'm just trying to gather how much of an
6 overlap you had in the office.

7 A The only time that I would ever interact
8 with a congressional liaison would be if I was out
9 in the field and came across someone who needed
10 some type of assistance. Then I would relay that
11 to one of them, depending on what it specifically
12 dealt with.

13 Q Did you have interactions with Lela along
14 those lines?

15 A If it dealt with veteran matters, yes.

16 Q And what were your opinions of her, and
17 the work that she did, and your interactions?

18 A I know there were some days that she
19 would miss a lot of work or not be there. But if I
20 did have an issue, I'd give it to her. And if it
21 wasn't getting followed up with or done, that would
22 not be on me. That would be whoever's the casework

1 manager to tell whether they were or weren't doing
2 their casework.

3 Q What were folks' general impressions of
4 her and the work that she did in the office?

5 A I think she was passionate about her
6 veterans.

7 Q What do you mean by that?

8 A She wanted to help them, enjoyed doing
9 what she was doing to help the veterans.

10 Q Did it seem like -- was it your
11 impression that she was doing good work on behalf
12 of them?

13 A Like I said, I didn't watch how many
14 cases she had open or closed or how efficiently --
15 so I couldn't tell you if she was a good worker or
16 not, because I wasn't in the office during that
17 time.

18 I mean, like I said, other than just
19 handing off a case to her or Jessica or any other
20 caseworker, for that matter, depending on where it
21 was in the District.

22 MR. BROWN: Helen, did you have any more

1 questions there?

2 MS. EISNER: Yeah.

3 BY MS. EISNER:

4 Q What about -- and, I mean, that's very
5 helpful. What about in talking to other staffers
6 in the office at the same time. You know, what was
7 their impression of Lela?

8 A I tried not to engage in that type of
9 conversation. That's going to be someone who's in
10 a management role and a supervisory role. So I
11 didn't really get into any details about how
12 someone was working or not working.

13 Q Did you overhear conversations about
14 that?

15 A No. That would have been probably a
16 closed-door conversation, if there were personnel
17 issues.

18 Q Was your impression that she was well-
19 liked, outside of personnel issues or the quality
20 of her work -- just if she was a well-liked
21 coworker?

22 A I assume, yes.

1 BY MR. BROWN:

2 Q How about Jessica Vera? Did you work
3 alongside her?

4 A That would have been the same capacity as
5 Lela. If there was a case that got brought up, I
6 would bring it to her.

7 Q And again, what's your sort of general
8 opinion of the work that she did?

9 A It would be the same. I know they cared
10 about the folks that they handled cases for. But
11 as far as whether they were efficient or how they
12 worked -- I wasn't their supervisor, so I didn't
13 track their stats or progress or any of that.

14 Q And how about with respect to, you know,
15 other folks' opinions of her in the office? Did
16 she seem to be a well-liked employee?

17 A I assume.

18 Q You assume because you just -- you don't
19 have much knowledge of that?

20 A Like I said, not being in the office, I
21 really didn't get to see the interactions that they
22 were having day to day, all day long.

1 Q Were you aware of any, like, personnel
2 issues with Jessica or reasons why folks in the
3 office wouldn't get along with her or wouldn't
4 trust her?

5 A Not to my knowledge.

6 Q What's your awareness of why she left the
7 office?

8 A I don't know.

9 Q All right. But she was -- she did leave
10 the office while you were there?

11 A I don't believe so, but I can't recall.
12 I don't remember if she left after I did or before.
13 But I don't know why she left.

14 Q Would you have any reason to, you know,
15 question her trustworthiness or her truthfulness?
16 Did she ever give you a reason to do that?

17 A I couldn't give you an accurate yes or no
18 answer on that. Because like I said, other than
19 handing off cases, I didn't have too much
20 interaction with those guys.

21 Q Okay. When you left the office, did you
22 receive a severance payment?

1 A No.

2 Q Okay. When you left the office, did you
3 have to sign any documentation?

4 A Not that I recall. I just gave my notice
5 to the Congressman verbally, and he accepted and
6 understood I had got a better opportunity.

7 Q And again, do you remember the last --
8 your last day in the office? What the date was?

9 A It was March or the beginning of April of
10 that 2018 year, but I don't know the physical day.

11 Q Were you -- how did you receive -- let me
12 rephrase that. After you left the office, did you
13 receive any additional payments from the
14 Congressman's office?

15 A No.

16 Q You didn't get -- did you get paid out
17 for your accrued vacation leave?

18 A No. I don't know if I had any leave at
19 the time. I may have taken the leave as part of my
20 last week. I'm not sure.

21 Q So just to be clear, you didn't receive
22 any payments after you left the office -- you

1 didn't receive any further paychecks or amounts of
2 money after you left the Congressman's office?

3 A No. I would have received my last check,
4 just like any other check every month.

5 Q Okay. And that was for the same amount
6 -- that was for whatever amount you had worked
7 during the previous month?

8 A Yeah.

9 Q Okay. Did you have to sign any sort of
10 nondisclosure agreements when you started with the
11 Congressman?

12 A I don't recall.

13 Q Okay. Do you recall ever having to sign
14 anything about confidentiality or anything along
15 those lines?

16 A I mean, I think so in our policy manual.
17 You know --

18 Q Does anything specific come to mind?

19 A Nothing other than just usually the
20 typical, you know, handbook that was done. It may
21 have been done twice during the time we were there
22 -- updated once, and we signed acknowledgment of

1 it.

2 Q Do you know if other individuals had to
3 sign nondisclosure agreements when they started
4 with the Congressman?

5 A I'm not sure.

6 Q Would you have any insight into that?

7 A No. I didn't do any of the hiring
8 process.

9 MR. BROWN: Helen, did you have anything
10 else on any of this?

11 BY MS. EISNER:

12 Q When you left the office, did anyone
13 remind you of confidentiality rules that might
14 apply to you?

15 A I think it's just knowing that you keep
16 your casework and things that were confidential --
17 you know, case-wise or whatever -- confidential.

18 BY MR. BROWN:

19 Q Did you ever attend a staff retreat?

20 A I know we went to D.C. for a -- I don't
21 know if it was a retreat. It was more of a
22 meeting.

1 Q Did you ever attend any retreat in
2 Mississippi -- an overnight retreat in Mississippi?

3 A No, no overnight retreats that I can
4 recall.

5 Q How about, like, a two-day retreat where
6 you may not necessarily have stayed overnight but
7 there was a -- somebody was flown down from D.C. to
8 do some team-building exercises?

9 A I can't say 100-percent sure, but I do
10 know that we did some different team-building
11 things.

12 Q And they were on-site or off-site?

13 A That's a good question. I don't recall.

14 MR. BROWN: Helen, did you have anything
15 else?

16 BY MS. EISNER:

17 Q What was the -- if you could, just
18 briefly -- what was the culture in the office as
19 far as -- I know you've given us a little bit of
20 insight into your relationship with other people.
21 But peoples' relationships outside of work?

22 A So are you talking how did they interact?

1 Like, were people friends outside of work? I'm not
2 sure what you --

3 Q Yes. Yes, the sort of -- was it a social
4 office? You know, that's what I'm asking about
5 when I'm asking about culture.

6 A Yeah, there were some times you would
7 gather with a few coworkers, either to socialize or
8 go to a baseball game or something like that. But
9 not all the time, not frequently.

10 Q And were there particular individuals in
11 the office who you felt spent more time with each
12 other outside of work hours?

13 A Not that I can recall who would have had
14 really good personal relationships with each other
15 outside.

16 BY MR. BROWN:

17 Q We've covered a lot of ground, and I
18 realize we're getting close to the time that I
19 understand you have to jump off here. I guess in
20 closing, just a couple more questions.

21 Again, we've touched on a variety of
22 topics. Is there anything that we didn't

1 specifically ask you about that you expected we
2 would talk about today?

3 A No.

4 Q Did you talk with anybody about this
5 interview in anticipation of the interview?

6 A Not that I recall, other than my spouse.

7 Q Okay. Did you talk to anybody in the
8 Congressional Office or on the campaign side of
9 things?

10 A No. I haven't talked to any of their
11 staff or campaign staff.

12 MR. BROWN: Okay. Helen, anything else?

13 BY MS. EISNER:

14 Q And that includes the Congressman?

15 A Yes.

16 Q That's all I have. You know, I guess I
17 would just ask -- is there anything else that you
18 think we should know based on the questions we
19 asked today?

20 A Not that I know of.

21 MS. EISNER: Okay.

22 MR. BROWN: Well, with that, I think we

1 will end the transcription and thank you for your
2 time.

3 (Off the record at 10:55 a.m.)
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ACKNOWLEDGMENT OF DEPONENT

I, FORMER STAFFER C, do hereby
acknowledge that I have read and examined the
foregoing testimony, and the same is a true,
correct, and complete transcription of the
testimony given by me, and any corrections appear
on the attached errata sheet signed by me.

(DATE)

(SIGNATURE)

1 CERTIFICATE OF DIGITAL REPORTER - NOTARY PUBLIC

2 I, Emily G. Colkitt, Professional Digital
3 Reporter and Notary Public, the officer before whom
4 the foregoing deposition was taken, do hereby
5 certify that the foregoing transcript is a true and
6 correct record of the testimony given; that said
7 testimony was taken by me digitally and thereafter
8 reduced to typewriting by me; that reading and
9 signing was not requested; and that I am neither
10 counsel for, nor related to, nor employed by any of
11 the parties to this case and have no interest,
12 financial or otherwise, in its outcome.

13 IN WITNESS WHEREOF, I have hereunto set
14 my hand and affixed my notarial seal this 11th of
15 August 2020.

16 My commission expires February 20, 2024.

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21 NOTARY PUBLIC IN AND FOR

22 THE STATE OF MARYLAND

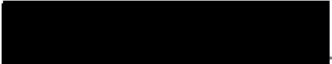
CONFIDENTIAL

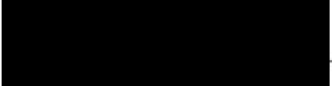
Subject to the Nondisclosure Provisions of H. Res. 895 of the 110th Congress as Amended

ERRATA SHEET

Page	Line	Correction	Reason
21	10	Scared	Indiscernible

This errata sheet is submitted subject to 18 U.S.C. § 1001 (commonly known as the False Statements Act).

Witness Name:  _____

Witness Signature:  _____

Date: 8-14-2020

EXHIBIT 103



STATEMENT

CAPITOL HILL CLUB

300 FIRST STREET, S.E.
WASHINGTON, D.C. 20003

Membership Type: N01-Non Res--January

Hon. Steven Palazzo
970 Tommy Munro Drive, Suite D
Biloxi, MS 39532

STATEMENT DATE	MEMBER NUMBER
07/31/2018	[REDACTED]

Balance Due: \$254.81

AMOUNT ENCLOSED \$ _____

PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT

DATE	REF. NO.	DESCRIPTION	PAYMENT	AMOUNT	GRATUITY	SALES TAX	TOTAL
06/30/2018		Balance Forward		\$1,831.16	\$0.00	\$0.00	\$1,831.16
07/12/2018	FB086397	GR - Breakfast		\$31.50	\$11.30	\$3.15	\$45.95
07/12/2018	FB086406	GR - Breakfast		\$6.25	\$3.25	\$0.63	\$10.13
07/16/2018	3630	Payment - Thank You	(\$1,831.16)				(\$1,831.16)
07/17/2018	FB087119	GR - Breakfast		\$54.94	\$15.99	\$5.49	\$76.42
07/18/2018	FB087467	GR - Breakfast		\$11.64	\$7.33	\$1.16	\$20.13
07/24/2018	FB088533	GR - Lunch		\$20.00	\$4.00	\$2.00	\$26.00
07/26/2018	FB089287	GR - Breakfast		\$54.75	\$15.95	\$5.48	\$76.18
Totals:			(\$1,831.16)	\$2,010.24	\$57.82	\$17.91	\$254.81
<p>Club closed for Vacation 8/20 through 9/3. Reopen 7AM Tuesday, 9/4. Enjoy the recess!</p> <p>This bill is payable upon receipt. For members with credit cards on file, payments will be processed on August 15th. Please remember to include your member number on all payments. You may also visit www.capitolhillclub.org to pay your bill and/or view your account activity.</p>							
<p>AUG 13 2018</p> <p><i>CSB</i> 8/13/18</p>							

CURRENT	30 DAYS	60 DAYS	90 DAYS	120 DAYS
\$254.81	\$0.00	\$0.00	\$0.00	\$0.00

TOTAL BALANCE DUE	\$254.81
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EXHIBIT 104

Subject: (none)
Date: Monday, January 7, 2019 at 1:21:14 PM Central Standard Time
From: Bremen, Lela
To: Kyle Palazzo
Attachments: image001.jpg

PERS-913 is the BUPERS code responsible for processing Enlisted Waiver Packages (EWP) submitted by Navy Reserve Recruiting Command for personnel requesting to affiliate with the Navy Reserve.

FAQ

- **Q: I received an RE-4 code when I separated from active duty, can I still join the Selected Reserve?**
- **A: PERS 913 adjudicates RE-4 waivers on a case by case basis. An RE-4 reenlistment code simply means that a BUPERS waiver is required prior to approving an enlistment to join the SELRES. Waivers may be obtained by submitting a request to PERS-913 via the [Navy Reserve Recruiting Command](#).**

Lela B. Bremen

Wounded Warrior Fellow

Phone: (228) 864-7670

Fax: (228) 864-3099

970 Tommy Munro Drive

Biloxi, MS 39532



EXHIBIT 105

Subject: RE: Scanned image from US Congressman Palazzo
Date: Thursday, January 10, 2019 at 4:40:53 PM Central Standard Time
From: Z112 Palazzo, Steven
To: Bremen, Lela

Got it. Thank you.

-----Original Message-----

From: Bremen, Lela <[REDACTED]>
Sent: Thursday, January 10, 2019 5:19 PM
To: Z112 Palazzo, Steven <[REDACTED]>
Subject: FW: Scanned image from US Congressman Palazzo

Here is the PRF

EXHIBIT 106

Subject: RE: Back in the office
Date: Friday, November 9, 2018 at 11:39:24 AM Central Standard Time
From: Bremen, Lela
To: Kyle Palazzo
Attachments: image001.jpg

Awesome! Thank you, I am happy to be back!

From: Kyle Palazzo [REDACTED]
Sent: Friday, November 09, 2018 11:39 AM
To: Bremen, Lela
Subject: Re: Back in the office

Excellent, I'll stop by soon. Glad you're back.

On Fri, Nov 9, 2018 at 11:36 AM Bremen, Lela <[REDACTED]> wrote:

Kyle,

I am back in the office now and able to assist you with getting everything taken care of if you have the documents gathered.

Thank you,

Lela B. Bremen

Wounded Warrior Fellow

Phone: (228) 864-7670

Fax: (228) 864-3099

[970 Tommy Munro Drive](#)

[Biloxi, MS 39532](#)



EXHIBIT 107

Subject: RE: CONSTITUENT KYLE PALAZZO

Date: Friday, December 7, 2018 at 4:46:19 PM Central Standard Time

From: Ingram, Artriliscia M YN2 NPC, LEGISLATION Pers-00L

To: Bremen, Lela

Thanks for the clarification. Have a great weekend!

Very Respectfully,
YN2(AW) Artyy Ingram
Congressional Affairs
Navy Personnel Command (PERS-00L)



[REDACTED]



(901) 874-2604/[REDACTED] FAX

artriliscia.ingram [REDACTED]

"Good leadership sets their Sailors up for success and takes a genuine interest in the growth and development of their Sailors. There isn't anything that a well-led Sailor will not do for our Navy and our Country." - MCPON Joe Campa Jr.

-----Original Message-----

From: Bremen, Lela <[REDACTED]>

Sent: Friday, December 7, 2018 4:44 PM

To: Ingram, Artriliscia M YN2 NPC, LEGISLATION Pers-00L <[REDACTED]>

Subject: [Non-DoD Source] RE: CONSTITUENT KYLE PALAZZO

Sorry, we are only requesting his records right now. I apologize about the confusion.

Thank you,

V/R

Lela B. Bremen

Wounded Warrior Fellow

Phone: (228) 864-7670

Fax: (228) 864-3099

970 Tommy Munro Drive

Biloxi, MS 39532

From: Ingram, Artriliscia M YN2 NPC, LEGISLATION Pers-00L [REDACTED]
Sent: Friday, December 07, 2018 4:42 PM
To: Bremen, Lela
Subject: CONSTITUENT KYLE PALAZZO

Good Afternoon,

We received an inquiry in our office for Constituent Kyle Palazzo requesting a correction to his DD Form 214 and also requesting his Official Military Personnel File. Do you know what correction he needs made to his DD Form 214?

Very Respectfully,

YN2(AW) Artyy Ingram

Congressional Affairs

Navy Personnel Command (PERS-00L)

📞 [REDACTED]

📠 (901) 874-2604/[REDACTED] FAX

[artriliscia.ingram@\[REDACTED\]](mailto:artriliscia.ingram@[REDACTED])

"Good leadership sets their Sailors up for success and takes a genuine interest in the growth and development of their Sailors. There isn't anything that a well-led Sailor will not do for our Navy and our Country." - MCPON Joe Campa Jr.

EXHIBIT 108

Subject: Re: KP RE Code

Date: Wednesday, January 23, 2019 at 7:42:20 PM Central Standard Time

From: Bremen, Lela

To: Z112 Palazzo, Steven

DD149 is the best route to go. I was researching to see if we could argue that he should have been separated under an Entry level separation rather than the erroneous. Even though he was under 160 days of service he did not meet all the elements for an entry level discharge. I've been encouraging KP to gather documents for several months and so far I have nothing to work with. I can help fill out the DD149. KP said he will provide me an update by end of the week of where we are on gathering the evidence needed to submit with the request. Are you planning on writing a personal letter as well to add to the packet?

Sent from my iPhone

On Jan 23, 2019, at 12:13 PM, Z112 Palazzo, Steven <[REDACTED]> wrote:

What were your thoughts on the letter for the US of the Navy for Manpower? Which route do you believe you will take?

SMP

EXHIBIT 109

Large, Patrick

From: English, Matthew R LCDR OASN(FM&C), FMBE <[REDACTED]>
Sent: Tuesday, January 15, 2019 3:54 PM
To: Large, Patrick
Subject: RE: [Non-DoD Source] ASAP request
Attachments: Rep Palazzo Letter.pdf

Patrick,

As discussed, I've attached the e-copy of the letter from today. The package we left with Rep. Palazzo should also have the forms that were referenced in the letter.

Let me know if you need anything else, or want to talk.

Also, best of luck with #2 on the way!!!

R/Rusty

Matthew "Rusty" English
LCDR, MSC, USN
Congressional Liaison OASN FM&C (FMBE)
1000 Navy Pentagon (4D355)
Washington, DC 20350-1000
Email: matthew.r.english@[REDACTED]
Office: 703.692.6734
Cell: [REDACTED]

-----Original Message-----

From: Large, Patrick <[REDACTED]>
Sent: Wednesday, January 9, 2019 3:46 PM
To: English, Matthew R LCDR OASN(FM&C), FMBE <[REDACTED]>;
Churchwell, Leslie <[REDACTED]>
Subject: RE: [Non-DoD Source] ASAP request

Leslie and Rusty,

Connecting our scheduling arm (Leslie) to work on getting a meeting together with the Congressman for next week with the Assistant Secretary of the Navy Slavonic.

Patrick M. Large
Deputy Chief of Staff
Office of Congressman Steven Palazzo
Mississippi's 4th District
Phone 202-225-5772
Fax 202-225-7074



THE ASSISTANT SECRETARY OF THE NAVY
(MANPOWER AND RESERVE AFFAIRS)
1000 NAVY PENTAGON
WASHINGTON DC 20350-1000

January 9, 2019

The Honorable Steven Palazzo
Member, United States House of Representatives
2349 Rayburn House Office Building
Washington DC 20515

Dear Representative Palazzo:

Thank you for your recent inquiry regarding the upgrade of reenlistment (RE) codes.

10 U.S.C. § 1552 provides that the Secretary of the Navy, acting through the Board for Correction of Naval Records (BCNR), may "correct an error or remove an injustice" in a Naval record upon petition by the current or former service member. If your constituent believes there was an error or injustice in the assignment of his or her RE code, he or she may petition the BCNR to correct his or her record. The current or former service member may petition the BCNR directly by returning the enclosed DD Form 149, along with any supporting documentation, via email: [BCNR Application](#) [REDACTED] or by mailing the documents to Board for Correction of Naval Records, 701 S. Courthouse Road, Suite 1001, Arlington, VA 22204-2490. BCNR also accepts applications via fax: 703-604-3437 Attn: BCNR Applications. Your constituent is welcome to visit the BCNR's website for additional information: <http://www.secnav.navy.mil/mra/bcnr/Pages/home.aspx> 10 U.S.C. § 1552(b) also requires that any petition to the BCNR be made within three years after discovering the alleged error or injustice, but this may be waived in the interest of justice. Accordingly, if your constituent discovered, or should have been aware of, an error or injustice that occurred more than three years ago, he or she must explain why the BCNR should consider the application in Block 8(b) of the DD Form 149.

Naval Discharge Review Board (NDRB) is also authorized to change a former service member's RE code but in far more limited circumstances. NDRB may change an RE code only if the RE code change is related to an accompanying change in discharge characterization or narrative. For example, if a former Sailor or Marine has applied to NDRB for an upgrade from a General (under Honorable conditions) characterization of service to an Honorable characterization of service, and if the characterization of service upgrade warrants a change in the correlating RE code, NDRB may upgrade the RE code. However, NDRB may only change an RE code so long as the RE code relates to an accompanying change in discharge characterization or narrative. NDRB's authority to change an RE code is strictly limited to those cases where an applicant's narrative reason or characterization of discharge is changed, and that change warrants revision of the

previously issued reenlistment code. Your constituent may petition the NDRB directly by returning the enclosed DD Form 293, along with any supporting documentation, via email: [ndrb\[REDACTED\]](mailto:ndrb[REDACTED]) or by mailing the documents to Secretary of the Navy, Council of Review Boards, ATTN: Naval Discharge Review Board, 720 Kennan Ave SE Suite 309, Washington Navy Yard, DC 20374-5023. NDRB also accepts applications via fax: 202-685-6577. Your constituent is welcome to visit NDRB's website for additional information: <http://www.secnav.navy.mil/mra/CORB/pages/ndrb/default.aspx>

If neither BCNR or NDRB provide the requested relief, the former Sailor or Marine may still seek to reenlist with an RE code of 4 and the prospective Service may or may not grant the waiver.

If you require further assistance in this matter, please contact Commander Amanda Myers, Special Assistant for Military Law, Office of the Assistant Secretary of the Navy (Manpower and Reserve Affairs), at [REDACTED] or via email at [amanda.myers\[REDACTED\]](mailto:amanda.myers[REDACTED])

Sincerely,



Gregory J. Slavonic

EXHIBIT 110

Week In Review



Had a very productive discussion last week with the Assistant Secretary of the Navy for Manpower and Reserve Affairs, Gregory J. Slavonic.

Slavonic is responsible for all of the Navy's manpower and reserve component affairs. He spent 34 years serving in the Navy/Navy Reserve and retired as a Rear Admiral.

EXHIBIT 111

January 15, 2019

The Honorable Mr. Gregory Slavonic
Assistant Secretary of the Navy (Manpower and Reserve Affairs)
1000 Navy Pentagon
Washington DC, 20350-1000

Dear Assistant Secretary:

Thank you for visiting my office. I was a pleasure meet with you and discuss the Navy's Manpower and Reserve Affairs. The Navy's mission is integral to the security of this nation and I thank you, for all you do on behalf of the American people.

It was a pleasure to speak with you. Please do not hesitate to contact me if I can be of assistance in any way. Thanks again.

Best wishes for a wonderful year!

Sincerely,

Steven M. Palazzo
Member of Congress

EXHIBIT 112

Organizer Meeting Format Text

From: Z112 Palazzo, Steven

To: Churchwell, Leslie; Hunter Lipscomb ([REDACTED]); Large, Patrick; Steven Palazzo

Subject: Asst. SEC NAV Manpower & Reserve Affairs

Location: 2349 Rayburn

Duration: [REDACTED]


Starts: [REDACTED]

Ends: [REDACTED]

image001.jpg
69.3 KB

 This appointment occurs in the past.

 This invitation has been sent.

 Event starts on 1/15/19 at 1:30 PM in your computer's time zone (Central Time).

Event: Meeting with the Assistant Secretary of the Navy for Manpower & Reserve Affairs

Date/Time: Tuesday, 1.15.2019/2:30pm

Location: 2349 Rayburn

POC: LCDR Rusty English, [matthew.r.english](#) ([REDACTED])

Attendees: Gregory J. Slavonic, Assistant Secretary of the Navy for Manpower & Reserve Affairs; LCDR Rusty English, Congressional Liaison OASN FM&C (FMBE)

Topic:

Staff POC: Patrick

**Assistant Secretary of the Navy
(Manpower and Reserve Affairs)
6/11/2018 - Present
Gregory J. Slavonic**

Gregory J. Slavonic was sworn in as the 19th Assistant Secretary of the Navy for Manpower and Reserve Affairs on June 11, 2018. He is responsible for the overall supervision and oversight of manpower and reserve component affairs of the Department of the Navy, including the development of programs and policy related to military personnel (active, reserve, retired), their family members, and the civilian workforce; the tracking of the contractor workforce; and, the oversight of Human Resources systems within the Department.

Mr. Slavonic most recently served as Chief of Staff for U.S. Senator James Lankford (R-OK) and was his last chief when he was a member of the U.S. House of Representatives.

Prior to his service on the Hill, he was a senior leader at the Computer Sciences Corporation where he planned and executed several nationwide U.S. Navy community outreach engagements. For the past 35 years, Mr. Slavonic has held various civilian senior level positions in the communications industry and held positions with broadcasting and print organizations. He was also president of Flagbridge Strategic Communications, a consulting company focused on strategic communications and leadership development programs. He has written two books on leadership development and co-authored a book on American Olympian Jim Thorpe.

EXHIBIT 113

Subject: RE: KP RE Code

Date: Thursday, January 24, 2019 at 10:10:40 AM Central Standard Time

From: Bremen, Lela

To: Z112 Palazzo, Steven

Should the inquiry come from the office or should he submit it himself?

From: Z112 Palazzo, Steven

Sent: Wednesday, January 23, 2019 8:29 PM

To: Bremen, Lela

Subject: Re: KP RE Code

Thank you.

Sent from my iPhone

On Jan 23, 2019, at 2:10 PM, Bremen, Lela <[REDACTED]> wrote:

Navy wouldn't require a request for RE code. Just a request for waiver. I sent that language to KP a few weeks ago. I have been doing research on the regulation as to the type of discharge that he received. Based on the email from Sec. of Navy it seems they would not just raise the RE code. I am reading the Navy regulation to see if we can prove that the type of discharge was "unjust." I have asked a few JAG lawyers if they have any insight, without names just generic scenario. More to follow.

Sent from my iPhone

On Jan 23, 2019, at 12:13 PM, Z112 Palazzo, Steven <[REDACTED]> wrote:

What were your thoughts on the letter for the US of the Navy for Manpower?
Which route do you believe you will take?

SMP

EXHIBIT 114

Eisner, Helen

From: lela bremen [REDACTED] >
Sent: Monday, June 29, 2020 12:49 AM
To: Eisner, Helen
Subject: Fwd: Agreement
Attachments: image002.png; 2.20 SEVERANCE AND WAIVER AGREEMENT.pdf

----- Forwarded message -----

From: Sarnowski, Angelisa <[REDACTED]>
Date: Wed, Feb 20, 2019, 4:10 PM
Subject: Agreement
To: lelabb1981 [REDACTED] <[REDACTED]>

Hi Lela –

This is Angie, from CAO Human Resources I was on the line when you spoke with Mac Tolar this morning. As Mac mentioned, please see the attached severance and waiver agreement. Also, as per the attached, your response is due to us no later than February 27, 2019.

Feel free to reach out to us if you have any questions.

Thank you

Angie

Angelisa Sarnowski

Manager, Human Resources

Human Resources

O: 202-226-7472/ C: [REDACTED] / F: 202-226-7514


Office of the Chief Administrative Officer

Ford House Office Building

202 225-8000 (First Call)

<https://HouseNet.house.gov>

<https://MyServiceRequests.house.gov>

Follow the CAO: 

SEVERANCE AND WAIVER AGREEMENT

This Severance and Waiver Agreement (this “Agreement”) is made by and between Lela Bremen (“Employee”) and the Office of the Chief Administrative Officer of the U.S. House of Representatives (“the Office” or “Employer”), collectively referred as the “parties,” and is intended to waive and release any and all claims whatsoever between the parties.

For good and valuable consideration, the adequacy of which is hereby acknowledged, the parties agree as follows:

Part I

(Mutual Consideration)

1. This Agreement constitutes the waiver and release of all claims and disputes of any kind between the parties. Neither the execution of this Agreement nor the performance of any obligation hereunder is intended or shall be understood as an acknowledgment of responsibility, admission of liability, or other expression reflecting upon the merits of any dispute or claims between the parties, and any such responsibility or liability is expressly denied.
2. This Agreement constitutes the sole and entire agreement between the parties, and supersedes and extinguishes any and all prior agreements, whether written or oral, between the parties. This Agreement may be modified, waived, or terminated only by subsequent written agreement signed by both parties.
3. The waiver by any party of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision herein operate as a waiver at such time, or any further time, of such provision or any other provision herein.
4. This Agreement is executed voluntarily and without coercion, undue influence, threat, or intimidation. In executing this Agreement, the parties do not rely and have not relied on any document or statement, whether written or oral, other than those specifically set forth in this Agreement. The parties warrant that the undersigned are competent to execute this Agreement on behalf of themselves and/or their principals.
5. Any and all information relating to any disputes between the parties covered by this Agreement is confidential. Except as required by law, the parties may not disclose to any third party (including the press), other than their attorneys, tax accountants, the Internal Revenue Service, or any state or municipal tax authorities, any statements under this Agreement, the terms or settlement amount contained in this Agreement, and any and all discussions, negotiations, or mediations between the parties, except to say that Employee’s claims against the Office have been satisfactorily resolved. Nonetheless, nothing in this Agreement shall be interpreted to prohibit the Office from communicating about this Agreement to those within the Office with a need to know.
6. If any term or provision of this Agreement becomes inoperative or unenforceable by operation of law, that provision shall sever and the remainder of the Agreement shall remain enforceable.

7. This Agreement may be executed in any number of counterparts, each of which shall be treated as an original, but all of which, collectively, shall constitute a single instrument.

8. Except as specified in paragraph 14 below, notices required under this Agreement shall be provided to the Office of the CAO, Human Resources, via facsimile to (202)226-7514, email to elizabeth.kraly@mail.house.gov, or hand delivery to room 102 of the Ford House Office Building.

9. This Agreement shall in all respects be interpreted, enforced, and governed under applicable laws of the District of Columbia and the Congressional Accountability Act, 2 U.S.C. §§ 1301-1438.

Part II (Employee's Consideration)

10. Employee, for Employee and on behalf of Employee's agents, attorneys, heirs, assigns, successors, executors, administrators, and/or anyone claiming through or under them, hereby irrevocably, finally, and forever waives, releases and discharges the Office and its employees, attorneys, assigns, successors, and agents from any and all debts, liabilities, claims, obligations, demands, costs, losses, damages, liens, back pay, front pay, and/or expenses and attorney fees arising under any local, state or federal law, including the Congressional Accountability Act (2 U.S.C. §§ 1301-1438) which incorporates Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Fair Labor Standards Act of 1938, the Family and Medical Leave Act of 1993, the Employee Polygraph Protection Act of 1988, the Worker Adjustment Retraining and Notification Act, the Uniformed Services Employment and Reemployment Rights Act of 1994, the Veterans Employment Opportunity Act of 1998, the Americans With Disabilities Act of 1990, the Rehabilitation Act of 1973, the Occupational Safety and Health Act of 1970, the Genetic Information Nondiscrimination Act of 2008, and the Federal Service Labor-Management Relations Statute, for any acts or conduct whatsoever, whether known or unknown, whether connected with the employment of Employee by the Office or not, which may have existed prior to or contemporaneously with the effective date of this Agreement as specified in paragraph 14.

11. Employee promises that Employee has not and will not file or cause to be filed any lawsuits, complaints, demands, actions, disputes, proceedings, claims or charges against the Office, or any affiliate of the Office, for any alleged acts, omissions and/or events, whether now known or unknown, that have or may have occurred prior to, or arising contemporaneously with, the date of this Agreement. Employee hereby represents and warrants that Employee has not contractually assigned or otherwise transferred to any other person or entity (other than Employee's attorney) any interest in any claim, demand, action, and/or cause of action Employee has, or may have, or may claim to have against the Office and/or the other persons and entities released herein. Employee agrees that the Agreement serves as a bar to recovery by Employee for any damages claims waived in this Agreement.

12. Employee shall not reveal in any way to any individual or entity any sensitive and/or confidential information learned or obtained while employed by the Office. Examples of sensitive or confidential information include, but are not limited to, information designated as classified or secret by the government, matters involving the personal or professional lives of the Office's employees, and matters concerning the internal operations of the Office.

13. Employee shall not voluntarily communicate, or cause anyone else to communicate, in any manner, disparaging, defamatory or negative statements adverse to the interests of the Office, or any of the Office's current or former employees, designees, agents or representatives, including, but not limited to any statements that disparage any person's capability, judgment, or any aspect of the operations of the Office. Further, Employee agrees that Employee will not engage in any conduct intended to harm the reputation of the Office, or any of the Office's current or former employees, designees, agents or representatives. Nothing herein, however, shall prohibit Employee from honestly responding to legal process compelling statements of facts or opinions with regard to the Office. In such case, however, Employee shall notify the Office of the request for compelled disclosure in advance of such disclosure in a manner so as to permit a reasonable opportunity to challenge the subpoena or other request for compelled disclosure. In the event that Employee breaches the terms of this paragraph, monetary damages would not be sufficient to remedy the harm to the Office caused by such a breach. Therefore, the Office shall be entitled to obtain injunctive or other relief that may be deemed proper by a court of competent jurisdiction. The Office's pursuit or receipt of such relief shall not, however, waive any other rights or remedies the Office may otherwise have against Employee for breach of the terms of this paragraph.

14. Employee has until February 27, 2019 to sign this agreement. In the event that Employee signs this Agreement, Employee shall return the signed Agreement to Elizabeth Kraly, Office of the CAO, Human Resources, via facsimile to (202) 226-7514. This Agreement shall not become effective until it is signed by both parties.

15. Employee acknowledges that the Office encourages Employee to consult an attorney, at Employee's expense, regarding the terms of this Agreement before signing it.

16. The parties acknowledge and agree that (a) Employee has read and fully reviewed the terms of this Agreement, and that Employee understands its terms, conditions and effects; (b) in agreeing to and executing this Agreement, Employee does not rely and has not relied upon any warranties or representations by the Office, or by any employee, attorney, or agent of any of the parties, or by anyone else, other than as expressly stated in this Agreement; and (c) Employee has had the opportunity to confer with Employee's attorney.

17. Employee acknowledges and agrees that Employee has been paid by the Office any and all compensation and other sums to which Employee is entitled, and that the payments Employee will receive, pursuant to paragraphs 19 and 20 below, are in addition to and independent of the compensation, if any, that Employee is already entitled to receive from the Office.

Part III (Employer's Consideration)

18. Employee's last day in the Office shall be February 20, 2019. Thereafter, Employee shall not report to duty and shall not perform any work for the Office.

19. In the event that Employee signs this Agreement, the Office will allow the employee to resign effective April 3, 2019. The employee will then be placed on paid Administrative Leave from February 20, 2019 through April 3, 2019 as consideration for the Employee's promises set forth in this Agreement, based upon Employee's base salary in effect on February 20, 2019. Payment under this paragraph shall be made on the customary pay dates of the Office.

20. Regardless of whether Employee signs and returns this Agreement, the Office will pay Employee for any accrued annual leave as a lump-sum payment. The amount of the lump-sum payment of annual leave will be paid in accordance with the House Officers' annual leave pay-out policy (up to 240 hours) and the monthly Speaker's Pay Order limit (\$14,034.25). Payment under this paragraph shall be made upon Employee's separation from the payroll.

21. All payments under this Agreement shall be subject to this Agreement becoming effective and fully executed pursuant to paragraph 14. All payments under this Agreement shall be further subject to all customary withholdings for payroll or other taxes, and other withholdings required by law or previously authorized by Employee, and shall comply with all House Rules and any other applicable legal requirements, including without limitation any such requirements pertaining to dual federal government employment.

22. The Office agrees that, for purposes of any communications between the Office and any prospective employer of Employee, the Office will characterize Employee's departure from the Office as a voluntary resignation.

23. The Office shall not file or cause to be filed any lawsuits, complaints, demands, actions, disputes, proceedings, claims or charges against the Employee for any alleged acts, omissions and/or events, whether now known or unknown, that have or may have occurred prior to or during Employee's tenure with the Office, or arising contemporaneously with the effective date of this Agreement as specified in paragraph 14.

24. The Office hereby represents and warrants that it has not contractually assigned or otherwise transferred to any other person or entity any interest in any claim, demand, action/and or cause of action it has, or may have, or may claim to have against the Employee.

25. The Office agrees that it will not contest any application for unemployment insurance benefits filed by Employee following Employee's termination from employment and removal from the Office's payroll.

Lela Bremen
Employee

Date

Elizabeth Kraly
Deputy Chief HR Officer, CAO Human Resources,
U.S. House of Representatives,
On behalf of the Office of the Chief Administrative Officer

Date