

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.



Iymen Chehade

1/18/2021

Date

FILED
1/19/2021 7:45 PM
IRIS Y. MARTINEZ
CIRCUIT CLERK
COOK COUNTY, IL
2021L000626

FILED DATE: 1/19/2021 7:45 PM 2021L000626

FILED
1/19/2021 7:45 PM
IRIS Y. MARTINEZ
CIRCUIT CLERK
COOK COUNTY, IL
2021L000626

Exhibit A

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("the Agreement") is entered into between Iymen 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 deemed 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 teaching 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 Iymen 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.

IYMEN HAMMAN CHEHADE

MARIE NEWMAN

By: 



DATE: 12/26/2018

DATE: 12/26/2018

EXHIBIT 2

CONFIDENTIAL

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

Transcript of Interview of Witness 2

Review No. 21-3052

August 30, 2021

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UNITED STATES HOUSE OF REPRESENTATIVES
OFFICE OF CONGRESSIONAL ETHICS

OCE MATTER 21-3052

INTERVIEW OF WITNESS TWO

Conducted Virtually
Monday, August 30, 2021
3:04 p.m.

Job No.: 396045

Pages: 1 - 22

Transcribed By: Alicia Greenland

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Deposition of WITNESS TWO, held virtually:

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

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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

OFFICE OF CONGRESSIONAL ETHICS OF THE U.S.

HOUSE OF REPRESENTATIVES

425 3rd Street, S.W.

Suite 1110

Washington, DC 20024

(202) 225-9739

ON BEHALF OF WITNESS TWO:

ED MULLEN, ESQUIRE

BUCKTOWN LAW

2129 N. Western Avenue

Chicago, Illinois 60647

(312) 508-9433

ALSO PRESENT:

SHAWN CAVALIERE, Remote Technician

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C O N T E N T S

EXAMINATION OF WITNESS TWO	PAGE
By Ms. Benitez	5/16
By Ms. Cho	15

E X H I B I T S

(No exhibits marked.)

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

2 MS. BENITEZ: So today is August 30th, 2021
3 and we are conducting the remote interview of
4 WITNESS TWO. WITNESS TWO is represented by
5 Ed Mullen who is also present for this call.
6 Speaking is Indhira Benitez, investigative counsel
7 at the Office of Congressional Ethics. I'm also
8 joined today with Omar Ashmawy and Annie Cho.

9 WITNESS TWO has been given a copy of
10 18 USC 1001 and has signed and returned the
11 acknowledgment to our office.

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

16 So let's jump right into it.

17 BY MS. BENITEZ:

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

21 A Yep. So I am the congresswoman's campaign
22 manager on the political end. I'm from Orland Park

1 originally and so -- now I live downtown in Chicago
2 on the north side.

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

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

9 A Yeah. Uh-huh.

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

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

14 Q Okay. And how did you meet Representative
15 Newman?

16 A Well, I started out on the campaign back in
17 2017 just volunteering. Just someone who wanted to
18 get engaged. And so I did a lot of stuff back then
19 from meeting up with her at train stations to get
20 her on the ballot, different volunteer events, but
21 yeah, over time in that campaign, I really was a
22 super volunteer. Just was there a lot. At the

1 campaign office and other things.

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

5 A That was January 2019.

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

8 A I was the outreach manager.

9 Q Outreach manager.

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

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

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

21 Q Okay. And as outreach manager, were there
22 other volunteers or campaign hires that you would

1 work with on a day-to-day?

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

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

8 A Yeah. That first time when she ran for
9 congress, she lost the primary, so that was March of
10 2018 when that ended. And that was just volunteer.
11 I wasn't paid or anything.

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

16 A In -- in which campaign?

17 Q After the 2018 election.

18 A Yeah. So after that -- I'm trying to
19 remember the timeline, but -- yeah. We stayed in
20 close contact. Just checking in with things over
21 the next few months. And when it became clear that
22 she was going to run again, she called me -- I want

1 to say November of 2018, but I can't remember an
2 exact time.

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

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

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

12 A Yeah. Uh-huh.

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

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

19 Witness 1 who I'd worked with --

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

22 Q Yes. If you remember, yes.

1 A Okay. So [Witness 1] was the main one that I
2 worked with and then we had a couple other staffers.
3 Mary-Margaret Koch was another one. Josh Gottlieb,
4 Francisco Martinez, Krystal Garcia, Dany Robles.

5 Q And in this time, when you were outreach
6 manager, did you have an opportunity to meet any of
7 her advisers?

8 A How would you define "adviser"?

9 Q Did you -- I'll just ask it more directly.

10 Did you have an opportunity to meet
11 Shadin Maali or Iymen Chehade when you were her
12 outreach manager?

13 A Yeah. I met Shadin. I actually never met
14 Iymen.

15 Q And what was Shadin's role at that time?

16 A So Shadin and I, we met before this last
17 campaign in 2020 so we kind of had a relationship
18 before then. But of course, Shadin was her campaign
19 chairwoman in the 2020 campaign so we worked closely
20 with events and outreach to the Arab-American
21 community.

22 But yeah, that's kind of what I would say

1 about Shadin. It's hard for me to describe what an
2 adviser means because (Inaudible) --

3 Q Right.

4 A -- on that campaign.

5 Q And what -- so you said Shadin was her --
6 I'm sorry? What was her role? Campaign --

7 A Chairwoman. Yeah.

8 Q Chairwoman. And what was Iymen's role at
9 that time?

10 A I have no idea because I didn't interact
11 with him ever.

12 Q Okay. You never had any e-mail exchanges or
13 phone interactions with Iymen?

14 A Uh-uh.

15 Q Do you happen to know how the congresswoman
16 met Iymen Chehade?

17 A No.

18 Q Do you know what the extent of the
19 relationship was with Iymen Chehade and the
20 congresswoman?

21 A Really, no.

22 Q So you're -- do you know what he was doing

1 for the campaign or for the congresswoman at the
2 time?

3 A No. In the time -- you mean, like, in the
4 2020 campaign?

5 Q Yes.

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

7 Q Did you have -- at any point -- I'm
8 assuming -- let me withdraw that.

9 Did you ever get an opportunity to learn
10 about the employment contract that Representative
11 Newman entered into with Iymen Chehade?

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

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

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

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

20 A Yeah.

21 Q And what was the substance of the
22 conversation?

1 A Well, the conversation was really just, this
2 has happened, we're going to have to deal with this,
3 but not much substantive beyond that.

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

7 A No.

8 Q Do you know who was?

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

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

14 A I don't know about that.

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

20 A Yeah. Uh-huh. It was odd.

21 Q Did you ever have any conversations with
22 her, or anyone else for that matter, about it being

1 odd?

2 A No.

3 Q And what are -- has there been other
4 conversations about the employment contract or --
5 after that initial conversation with the
6 congresswoman?

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

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

14 A I'm her campaign manager.

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

17 A So it's -- it's a lot of things. It's
18 managing the budget, keeping track of where money is
19 coming in and going out. I'm still managing a lot
20 of the same volunteers, community events, adding
21 things to the calendar. Now we are working through
22 redistricting conversations now that the census

1 data is in. And then of course just finalizing
2 our campaign messaging as we head into the next
3 year.

4 Q Oh, I think Annie has a question.

5 BY MS. CHO:

6 Q Yeah. Hi, WITNESS TWO.

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

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

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

15 A Right.

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

22 A That was the first time where she actually

1 said I am running again.

2 Q Uh-huh.

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

6 Q Okay. Thank you.

7 BY MS. BENITEZ:

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

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

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

20 A April 1st of this year.

21 Q Okay. And since you've become the campaign
22 manager, have you had to deal with any of the public

1 reporting about the lawsuit or anything involving
2 Mr. Iymen Chehade?

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

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

9 A Yes.

10 Q As campaign manager?

11 A Well, period.

12 Q Yeah.

13 A Uh-huh.

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

19 A Okay.

20 MS. BENITEZ: We can go off the record.

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

22 (On the record at 3:21 p.m.)

1 BY MS. BENITEZ:

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

4 So we can get back on the record.

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

8 But I guess, my last final question is:
9 Have you communicated with anyone else about our
10 investigation?

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

15 MS. BENITEZ: Got it.

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

18 COURT REPORTER: Okay. No other questions?

19 MS. BENITEZ: Excellent.

20 Nope. If you don't have any questions for
21 us, I just want to thank you again, WITNESS TWO, for
22 taking time out of your afternoon.

1 And also you as well, Ed. Thank you for
2 getting me those documents back so quickly and
3 setting this up so quickly and speaking with us
4 today.

5 COURT REPORTER: I just have a quick --

6 MR. MULLEN: Thank you very much.

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

10 MS. BENITEZ: Sure.

11 COURT REPORTER: -- on the record.

12 Will you be ordering this, counsel?

13 MS. BENITEZ: Yes.

14 COURT REPORTER: Okay. A rush on this?

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

17 COURT REPORTER: Okay. And -- so two days.
18 So Wednesday, what time?

19 MS. BENITEZ: Uh-huh. Yes.

20 Wednesday, any time.

21 COURT REPORTER: Okay. And Mr. Mullen, will
22 you be wanting this or no?

1 MR. MULLEN: No, we will not be asking for
2 one.

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

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

6 COURT REPORTER: Okay.

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

11 COURT REPORTER: Got you.

12 MS. BENITEZ: -- or errata so --

13 COURT REPORTER: Okay.

14 MS. BENITEZ: Yeah. Just one copy.

15 (End of recording at 3:25 p.m.)
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EXHIBIT 3

CONFIDENTIAL

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

Transcript of Interview of Representative Newman

Review No. 21-3052

September 2, 2021

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UNITED STATES HOUSE OF REPRESENTATIVES
OFFICE OF CONGRESSIONAL ETHICS

OCE MATTER 21-3052

INTERVIEW OF MARIE NEWMAN

Conducted Virtually

Thursday, September 2, 2021

2:01 p.m.

Job No.: 397001

Pages: 1 - 66

Transcribed By: Alicia Greenland

1 Deposition of MARIE NEWMAN, held virtually:

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8 Pursuant to agreement, before Tanner Miller,

9 Notary Public in and for the Commonwealth of

10 Virginia.

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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

ELISABETH JACKSON, ESQUIRE

OFFICE OF CONGRESSIONAL ETHICS OF THE U.S.

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700 13th Street, NW

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(202) 654-6200

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A P P E A R A N C E S

(Continued.)

ALSO PRESENT:

LEELA KRIEGER, Remote Technician

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C O N T E N T S

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E X H I B I T S

(Attached to transcript.)

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

2 MS. BENITEZ: So today is September 2nd,
3 2021 and we are conducting the remote interview of
4 Representative Marie Newman. She is represented by
5 counsel who is also present with us today,
6 Brian Svoboda. I -- speaking is Indhira Benitez
7 from the Office of Congressional Ethics. With me is
8 also my colleague, Omar Ashmawy, Annie Cho, and
9 Elisabeth Jackson.

10 Mrs. Newman has been given a copy of 18 USC
11 1001 and she has acknowledged receipt of 18 USC
12 1001.

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

16 THE WITNESS: I will. And please --

17 MS. BENITEZ: -- this interview.

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

21 And may I -- which would you prefer? Would
22 you prefer Ms. Benitez or Indhira?

1 MS. BENITEZ: Indhira is fine.

2 THE WITNESS: Okay. Great.

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

5 BY MS. BENITEZ:

6 Q Marie, when did you decide to run for the
7 2018 primary?

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

10 Q Yes. Correct. 2018.

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

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

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

20 A I started campaigning after.

21 Q And how about for the 2020 election? When
22 did you decide to run for that?

1 A So after I lost in 2018 by two points, I
2 started to think about a postmortem. So I have a
3 strong business background and a startup background
4 so I always like to do postmortems and I'm a
5 management consultant so I like process.

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

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

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

19 A So there's a lot of things. So I don't want
20 to overcomplicate this, but I have two kids with
21 chronic health conditions. Both my parents were in
22 palliative care. We have limited funds as a family

1 and so I wanted to make sure that A, I had good
2 massaging around economic policies, which I don't
3 think I did a very good job of with the first one.

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

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

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

21 Q And would you say that right after the 2018
22 election, you intended on running, but hadn't

1 finalized your decision?

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

8 Q When did you start campaigning for the 2020
9 election?

10 A The day after I announced, which was
11 April -- I think I announced on tax day, actually.
12 I think it was like, April 16th. So right -- of
13 2019. So right around the last couple weeks of
14 April of 2019 is when I formally started
15 campaigning.

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

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

21 Q Did you have any conversations with him
22 prior to March 1st about bringing him on for the

1 2020 election?

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

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

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

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

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

22 Q Okay. And did you have any conversations

1 with him prior to bringing him on to discuss --

2 A Yeah. **Witness 2** and I -- **Witness 2** and I were pals.

3 He was my -- kind of one of my best walkers. And

4 just as a side note, he walked all of Orland Park

5 which is 50,000 people. So -- during my 2018

6 campaign. So amazing guy and had great talents and

7 he was a huge help as a volunteer on my first

8 campaign in 2018. And he and I had kept in touch,

9 you know, regularly.

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

13 THE WITNESS: Oh, sorry.

14 MR. SVOBODA: -- before you answer.

15 THE WITNESS: I'm so sorry, Indhira.

16 MR. SVOBODA: Just -- okay.

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

18 BY MS. BENITEZ:

19 Q No worries. No worries.

20 When did you have these conversations with

21 **Witness 2** regarding bringing him on full-time for the
22 2020 campaign?

1 A Probably started the conversation, I would
2 say, as early as November of 2018. Yeah.

3 Q So --

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

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

9 A No. I told him I was --

10 Q -- for the 2020 election?

11 A I was considering. I was considering
12 running.

13 Q Okay. And when did you meet Iymen Chehade?

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

16 Q That you first met Iymen Chehade?

17 A Correct.

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

20 A Yes.

21 Q And you hadn't met him anytime whether --
22 been at -- actually, let me withdraw that.

1 How did you meet Iymen Chehade?

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

4 Q And you said that was in May of 2018?

5 A Late May, I believe.

6 Q What was his role in your campaign?

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

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

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

22 Q And when did you decide to offer Mr. Chehade

1 employment?

2 A I didn't.

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

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

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

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

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

21 THE WITNESS: Yeah. So he had started
22 pitching it probably in early summer. We had lots

1 of conversations about it over a span of six months.
2 And so I think it was more an evolution of the idea
3 than it -- I don't think I ever offered it to him
4 until we got to the point where it was a more
5 serious conversation and then I said -- I agreed to
6 having him come on.

7 BY MS. BENITEZ:

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

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

12 Q In August/September of 2018?

13 A 2018, correct.

14 Q And what was the substance of these
15 conversations?

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

1 rapport.

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

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

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

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

20 Q Sure. Sorry about that.

21 When you started having these conversations
22 about formalizing talks about employing Mr. Chehade,

1 did these conversations involve the drafting of a
2 contract?

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

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

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

19 A It was an employment contract that
20 identified that he would be offered a position of
21 foreign policy advisor in the U.S. House of
22 Representatives. On the official side.

1 Q And what were you getting in return for this
2 agreement?

3 A Nothing.

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

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

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

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

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

1 or not.

2 Q Was the contract premised on you winning the
3 election?

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

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

9 REMOTE TECHNICIAN: Tab 3. Okay. Thank
10 you.

11 MS. BENITEZ: Tab 1.

12 REMOTE TECHNICIAN: Tab 1.

13 MS. BENITEZ: Yes.

14 REMOTE TECHNICIAN: This is exhibit?

15 MS. BENITEZ: A.

16 REMOTE TECHNICIAN: A. Okay. Perfect.

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

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

21 MS. BENITEZ: Yes.

22 And Marie, can you see here --

1 THE WITNESS: I see just the word "Exhibit
2 A".

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

5 REMOTE TECHNICIAN: Yes.

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

12 REMOTE TECHNICIAN: You can see --

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

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

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

22 MS. BENITEZ: Actually --

1 MR. SVOBODA: -- how easy or hard is this
2 for you to read?

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

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

7 MR. SVOBODA: If we could --

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

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

12 MS. BENITEZ: Sure. I also --

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

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

20 MR. SVOBODA: Yeah.

21 THE WITNESS: Is there something specific
22 you want me to look at or --

1 MS. BENITEZ: I'd like for you to just
2 review the contract and let me know when you're done
3 and then I can --

4 THE WITNESS: Read the whole thing?

5 MS. BENITEZ: -- ask some more questions.

6 Yeah.

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

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

14 MR. SVOBODA: -- is displaying --

15 THE WITNESS: I'm sorry.

16 MR. SVOBODA: Sure.

17 (Witness reviews document.)

18 THE WITNESS: Okay. I've read it.

19 BY MS. BENITEZ:

20 Q Okay. So this is -- is this the contract
21 that you signed back in December of 2018?
22 December 26th of 2018?

1 A It looks like it is. Of course I can't know
2 because I don't have it in front of me, but I -- it
3 looks like it.

4 Q Is this your signature?

5 A It looks like my signature, yes.

6 Q Okay. So at the beginning of the
7 contract -- we'll go to the first page under number
8 1, employment and term, subsection A. It says, "In
9 the event --

10 A Uh-huh.

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

16 So when you (Inaudible) --

17 A Uh-huh.

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

20 A I was seriously considering it. But again,
21 my kids had had some health troubles and I let Iymen
22 know very clearly that there's a chance that I would

1 not run.

2 Q And you understand that you signed this
3 contract under the premise of running?

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

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

8 A Correct.

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

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

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

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

22 Q And Marie --

1 I'm sorry. Leela, you can go ahead and take
2 that off the screen.

3 REMOTE TECHNICIAN: Thank you, Counsel.

4 MS. BENITEZ: Thank you.

5 REMOTE TECHNICIAN: You're welcome, Counsel.

6 BY MS. BENITEZ:

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

9 A Yeah. So if I may give you a little bit of
10 context about my district. So in my 2018 race, one
11 of the failures that I had personally that I'm
12 accountable for is that I did not understand the
13 Palestine-Israel issue very well. And for the
14 36 years prior to that, the Palestinian
15 Arab-American Muslim community was treated very,
16 very poorly by my predecessor and his predecessor,
17 which happens to be his father.

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

21 So the community leaders came to me and
22 said, look. We have been treated very poorly by

1 politicians. We need to understand that we will
2 have a voice and a representation in you. And you
3 have to show us in very visible and tangible ways.
4 And the leaders in the community were very clear
5 with me that was the case.

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

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

20 So to that extent, I wanted to make sure
21 that I was -- I was counselled to make sure that you
22 have very demonstrable things that you can point to

1 to show that Arab Americans and Palestinian
2 Americans would have a voice in my office.

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

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

15 So I viewed my campaign and my district
16 office and my DC office as startups and I thought it
17 was super normal. In fact, as you know, because you
18 probably Google it to test this is that -- I'm sure
19 you did -- is that when you Google it, there's no --
20 there's no list of rules like -- and there's no HR
21 department in the Congress and there's nowhere to go
22 to ask questions.

1 So for me, I relied on my experience of
2 employment contracts and said, this is a really good
3 thing because I'm -- he's asking me to -- for
4 assurances and I'm addressing the needs of the Arab
5 American community and my constituency.

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

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

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

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

14 Q And that was for the purpose of what?

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

20 Just so you know, nobody else in congress
21 has a published statement on their website because a
22 lot of people find that issue very volatile. And I

1 have a very progressive stance on Palestine and
2 Israel and I wanted to make it clear that that was
3 what my stance was.

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

6 A Yes.

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

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

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

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

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

1 district?

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

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

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

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

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

18 A I -- not initially because nobody really
19 knew he was advising me except for a few people.
20 Yeah. No, that wouldn't have been -- and I wasn't
21 campaigning yet. I didn't campaign until April. So
22 no, he would not -- no one would have known that.

1 Q Did you ever promise to --

2 Actually, before -- before I get into that.

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

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

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

12 A No.

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

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

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

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

1 discussion with you.

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

5 REMOTE TECHNICIAN: Yes, Counsel.

6 Just give me a moment, Counsel. I'm just
7 marking it as Exhibit B. Thank you.

8 MS. BENITEZ: Sure.

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

11 REMOTE TECHNICIAN: Can you see, counsel?

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

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

16 BY MS. BENITEZ:

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

19 A Okay. I'll just come up here.

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

22 (Witness reviews document.)

1 A I've read it.

2 Q Okay.

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

5 MS. BENITEZ: Sure.

6 MR. SVOBODA: Thank you.

7 MS. BENITEZ: Is --

8 MR. SVOBODA: Yeah. All the way out.

9 (Brief pause.)

10 MR. SVOBODA: Okay. Thank you.

11 BY MS. BENITEZ:

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

15 A Uh-huh.

16 Q This e-mail is from Mr. Chehade to you on --
17 dated October 27th, 2018, where he states, "Also
18 given our discussion on Tuesday, you mentioned that
19 you would be fine with a certain number of terms in
20 office and then moving on. What that number of
21 terms is would be up to you. I would like to put
22 that in the contract along with a commitment to

1 endorse me once you decide to leave. Let me know if
2 that's something you would be fine with."

3 Do you remember this conversation with
4 Mr. Chehade?

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

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

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

18 Q And only the state senate seat?

19 A He talked about -- you know, honestly, that
20 was a very wide ranging conversation. He talked
21 about political consulting and could I have contacts
22 of other numbers -- elected members. He asked me

1 about probably three or four different elected
2 roles. So it was pretty wide ranging.

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

5 A Okay.

6 Q I'll zoom that in for you.

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

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

10 A Okay. That's fine. Yeah.

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

14 (Witness review document.)

15 A I'm done with the first one.

16 Q Okay. And so in this proposal, there's an
17 explicit statement where it says that "Chehade
18 agrees not to announce or submit his candidacy for
19 election to Congressional Representative of the
20 Third District of Illinois", and "In exchange,
21 Newman will hire Chehade as her Chief Foreign Policy
22 Advisor".

1 Did you have any conversations surrounding
2 Mr. Chehade running for the congressional seat?

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

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

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

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

18 A No. He was very helpful to me on Palestine
19 and Israel and, you know, Syria and some other
20 related issues. And we did have lots of
21 conversations between May and October and so when he
22 sent me this proposal, I was outraged and incensed.

1 Q Did you express that to him in writing?

2 A No. I called him. I took a couple hours --
3 I'll be honest. I took a couple hours before I
4 called him and -- so I could calm down because what
5 I recognize is, politicians have a very specific
6 understanding and he was a history professor and I
7 thought maybe he just has no understanding of
8 what -- you know, what he's saying. So I took a
9 couple of hours before I called him.

10 I was still pretty irate. I do remember
11 using expletives in the conversation.

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

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

16 REMOTE TECHNICIAN: Yes, Counsel. Thank
17 you.

18 BY MS. BENITEZ:

19 Q And Marie, I just want to ask, who else knew
20 about the contract with Mr. Chegade?

21 A At that point I was keeping everything very
22 tight because I didn't know if I was going to run or

1 not. So I think it was probably just my husband,
2 Mansour Tadros, and Shadin Maali.

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

7 A Yes. Correct.

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

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

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

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

22 Q And when you won the election and you

1 started working with the U.S. House of
2 Representatives, did you disclose the existence of a
3 contract to anyone?

4 A Yes. By that time my campaign attorney,
5 Ed Mullen, had known about it, Witness 1 knew about
6 it, Shadin, my husband already knew about it.
7 Mara Kelly, my staffer may have known about it, but
8 I don't recall.

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

11 A I'm sorry? A result of what?

12 Q Of the public reporting of the lawsuit.

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

15 Q Okay. And --

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

20 THE WITNESS: Yes. I started on January 3rd
21 and I believe Mr. Chehade put the lawsuit in at the
22 end of January of 2020.

1 BY MS. BENITEZ:

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

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

9 Q Correct. Correct.

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

14 Who else knew?

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

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

20 Q And when you became a candidate, what
21 efforts, if any, did you take to nullify the
22 contract?

1 A So -- I'm trying not to make this overly
2 complicated. So in January of 2019, before I
3 started to run, is when Iymen started writing the
4 Palestinian-Israeli statement. I had built an
5 advisory counsel for him to lead to build the
6 statement. And it became very clear early on that
7 the advisory counsel did not want to work with
8 Mr. Chehade. I took note of that.

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

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

16 A Yeah. So this is what I remember. And I
17 can do some digging if you need more. But what I
18 remember in terms of telling people before I started
19 in the House of Representatives, it was my husband,
20 Shadin, Mansour Tadros, Iymen obviously knew about
21 it, my staffer, Mara Kelly on my campaign,
22 Witness 1, Ed Mullen. I'm trying to think if there

1 was anyone else that was -- Shadin obviously knew.

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

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

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

11 A Shadin, my husband, Mansour Tadros, Iymen
12 obviously. That would --

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

15 Q Yes. Yes.

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

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

21 Q And I want go back to any efforts you made
22 to nullify the contract. So when you became a

1 candidate, you mentioned some concerns you had with
2 Mr. Chehade, but what efforts did you take to
3 actually nullify the contract?

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

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

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

19 He also wanted me to support a one-state and
20 I did not want to support a one-state. So he would
21 call me frequently and rant at me about that. And
22 there was -- it just became a bit untenable at one

1 point.

2 And I had -- I think this was like, in April
3 or May of 2019 I said -- I said, look, you know, I'm
4 happy to let you -- you do not have to support me,
5 you know? This is not a -- this is not required if
6 you don't like my position, but I can't be bullied
7 or intimidated into a position I don't believe into.

8 So I told him, I said, you can not support
9 me. I -- you know, of course I would love your
10 support, but if you don't want it, then you have
11 freewill. You can move on.

12 Q So apart from your disagreements with
13 Mr. Chehade, did you make any effort to withdraw or
14 nullify the contract?

15 A In -- in that very hard conversation he and
16 I had, I think it was end of June, early July when
17 he was yelling at me, I said something to the effect
18 of -- I said, well, Iymen, this behavior is
19 incredibly disrespectful. You've been disrespectful
20 to Shadin, to other members of the community and
21 you're very hard to get along with so I don't see
22 how we can move forward together. And he yelled at

1 me and called me a variety of names and said, well,
2 I can't work with you anymore, and hung up.

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

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

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

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

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

21 So I said, let's do it when we can do it
22 outside. And we had a couple of, I think, e-mails

1 back and forth of talking about that and then in
2 June of 2020 we met in an outdoor coffee shop in
3 LaGrange.

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

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

11 A Yes.

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

13 A June of 2020.

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

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

22 Q Did you ever enter into a similar contract

1 with anyone else?

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

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

10 A Chief of District Affairs.

11 Q And what was her role during your 2020
12 campaign?

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

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

18 A No.

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

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

22 REMOTE TECHNICIAN: Yes, Counsel.

1 (Exhibit C was marked for identification
2 and attached to the transcript.)

3 REMOTE TECHNICIAN: Exhibit C.

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

6 MS. BENITEZ: Thank you.

7 BY MS. BENITEZ:

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

10 A Okay.

11 Q Let me know when to scroll.

12 A Okay.

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

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

18 MR. SVOBODA: Okay. Thank you.

19 (Witness reviews document.)

20 MS. BENITEZ: We're now scrolling into the
21 memorandum of points and authorities in support of
22 the motion to dismiss of the Honorable Marie Newman.

1 (Witness reviews document.)

2 BY MS. BENITEZ:

3 Q Is this document at all familiar to you?

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

6 Q Okay. So you have read this document
7 before?

8 A Yes.

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

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

15 THE WITNESS: Yeah.

16 BY MS. BENITEZ:

17 Q Not a problem.

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

21 A Yes.

22 Q So in this motion you've acknowledged

1 through counsel that the contract you entered into
2 Mr. Chehade went against -- or violated public
3 policy. Could you specify what law or policy the
4 contract went against?

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

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

11 MS. BENITEZ: Sure.

12 BY MS. BENITEZ:

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

15 A I do not.

16 Q That was never explained to you?

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

19 MS. BENITEZ: Okay.

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

22 MS. BENITEZ: Yes.

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

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

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

10 MS. BENITEZ: Sure.

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

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

13 BY MS. BENITEZ:

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

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

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

22 A Yes.

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

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

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

10 MR. ASHMAWY: I do, Indhira.

11 BY MR. ASHMAWY:

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

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

19 A Yes.

20 Q Okay. Were you comfortable with this
21 filing?

22 A In general, yes. But I will tell you, you

1 know, I can't say I know it inside out and I don't
2 know laws and legal definitions or any of that kind
3 of thing so --

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

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

10 A -- (Inaudible) or -- yeah.

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

12 A Yeah.

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

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

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

20 A In general, I think, yeah.

21 Q Did you trust them to make the best
22 arguments possible on your behalf?

1 A Yeah. Not knowing --

2 Q Did you feel --

3 A -- anything about the law, you know --

4 Q Sure.

5 A -- and not knowing them very well, yeah.

6 Q Sure. Of course.

7 And did you think that they were including
8 anything in this filing that was untrue?

9 A You know, the one thing that I asked about
10 that --

11 MR. SVOBODA: And again, not to get into
12 conversations with them. I might, you know, answer
13 --

14 You know, Omar, if you want to like,
15 rephrase and re-ask.

16 And Marie, answer directly as best you
17 can --

18 THE WITNESS: Yeah. There's one --

19 MR. SVOBODA: -- without getting into
20 conversations --

21 THE WITNESS: There's something -- yeah.

22 MR. SVOBODA: -- with your counsel.

1 THE WITNESS: Because -- yeah. I know I'm
2 not --

3 BY MR. ASHMAWY:

4 Q Do you think --

5 A -- supposed to talk about --

6 Q Sorry.

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

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

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

20 Q I understand. So other than that one -- the
21 one issue you have with the matter which they used
22 the term "candidate" --

1 A Uh-huh.

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

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

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

8 MR. SVOBODA: -- read the entirety of.

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

11 BY MR. ASHMAWY:

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

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

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

21 BY MS. BENITEZ:

22 Q So circling back to the end of the public

1 reporting of the contract and the lawsuit that
2 involved the contract. So it was publicly reported
3 that the lawsuit was settled. Were there any
4 deliverables regarding the settlement of the
5 contract?

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

8 MR. SVOBODA: No.

9 THE WITNESS: It's a sealed matter.

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

12 MS. BENITEZ: Sure.

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

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

15 MS. BENITEZ: Thank you, Tanner.

16 BY MS. BENITEZ:

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

22 A Well, it was threefold, actually. He had

1 demonstrated several behaviors and lack of skills
2 that would dictate -- and then simultaneously, I --
3 you know, as it got closer to the election and
4 post-election, it was clear to me that I had some
5 sense of what a Chief Policy Advisor would do and
6 it was clear that he didn't have those specific
7 skills.

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

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

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

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

22 (On the record at 3:18 p.m.)

1 BY MS. BENITEZ:

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

7 A Yes. I believe I told Witness 1 because he
8 and I obviously had discussions about what my
9 congressional office would look like. So I told him
10 about that. Mansour Tadros.

11 Who else? I don't --

12 Q All staffers? Or --

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

15 Q Okay.

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

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

1 issues within that --

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

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

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

9 A Um --

10 Q Did you tell constituents that you had
11 contract --

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

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

20 A It was pretty widely known because people
21 would ask me about it. So it was pretty widely
22 known.

1 Q People would ask you about the contract or
2 about just --

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

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

7 Omar? Annie? Any additional questions?

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

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

12 MS. BENITEZ: Sure.

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

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

17 MS. BENITEZ: Off the record.

18 THE WITNESS: Oh, okay. Yeah.

19 MR. SVOBODA: -- that with them.

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

1 THE WITNESS: Okay. Good.

2 MR. SVOBODA: -- off the record.

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

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

7 THE WITNESS: Okay.

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

9 MS. BENITEZ: Could we get these rushed?
10 Two days, if possible. That would put us at Monday.

11 COURT REPORTER: I can reach out --

12 MS. BENITEZ: Actually, Tuesday. Tuesday.
13 Because it's a holiday, right?

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

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

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

21 COURT REPORTER: Thank you, sir.

22 REMOTE TECHNICIAN: Exhibits attached,

1 Counsel Benitez?

2 MS. BENITEZ: Yes.

3 (End of recording.)

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EXHIBIT 4

From: Chehade, Hamman
Sent: Saturday, October 27, 2018 1:57 AM CDT
To: Marie Newman
Subject: Tuesday's meeting
Attachments: Proposal for Collaboration.docx, Details.docx

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.

EXHIBIT 5

From: Marie Newman
Sent: Saturday, October 27, 2018 12:48 PM CDT
To: Chehade, Hamman
Subject: Re: Tuesday's meeting

Hi Iymen,

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

Let me think through all of this and lets chat again after I review.

thanks and talk very soon,
M

On Oct 27, 2018, at 1:57 AM, Chehade, Hamman <[REDACTED]> 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

From: Marie Newman
Sent: Friday, November 2, 2018 5:50 PM CDT
To: Chehade, Hamman
Subject: Re: Tuesday's meeting

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 [REDACTED] wrote:
>
> <Proposal for Collaboration.docx>

EXHIBIT 7

KAPITAN

LAW OFFICE LTD

P.O. Box 6779, Chicago, IL 60680 • Ph: [REDACTED] • Fax: (312) 566-9591 • www.kapitanlaw.net

Via electronic mail

September 23, 2020

Marie Newman
[REDACTED]

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
[REDACTED]

EXHIBIT 8

From: Marie Newman
Sent: Thursday, October 1, 2020 9:59 AM CDT
To: rkapita[REDACTED]
Subject: Follow up from your email

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
[REDACTED]