

1 an interview he did with Martha Zoller of the
2 Zoller radio show. Does that ring a bell?

3 A. Yeah. But this was in relationship to --
4 well, it was a couple of things being -- this was
5 in relationship to spending --

6 Q. Um-hmm.

7 A. -- some spending stuff and so --

8 Q. When you say spending, can you be more
9 specific?

10 A. Yeah. Like government spending.

11 Q. Okay.

12 A. So -- and so I -- I don't even know if
13 those were campaign related. When I talked to him,
14 he may have -- he may have asked me for some
15 talking points on government spending.

16 Q. The -- the subject line of the email says,
17 "Broun interview on Kingston spending."

18 A. Yeah.

19 Q. Does that refresh your recollection at all?

20 A. Um, just that those two had gone back and
21 forth about spending. So it could've been in
22 relationship to -- but I never did any work on --
23 like I never did any research on Kingston or any of
24 his opponents. That was all done by campaign

1 folks.

2 Q. Okay. You said you never did in your
3 research, but were you involved, and did they share
4 that research with you?

5 A. I think I saw some of it, not all of it,
6 but I do think I saw some of it, yeah.

7 Q. Were you involved in drafting or providing
8 input on campaign speeches?

9 A. Yes. Yeah. You just -- we just went
10 through that.

11 Q. Excuse me. Campaign press releases?

12 A. No, I don't think so. I mean, there may
13 have been one or two that came by me, but for the
14 most part, no. That wasn't something I was really
15 involved with. They did most of their jobs.

16 Q. Show you this email, get a sense of the
17 extent you were involved in the campaign's
18 communication strategy, messaging strategies. It's
19 on page two of the document I just gave you.

20 A. Um-hmm.

21 Q. It's BOD00741.

22 A. Yeah --

23 Q. Fairly lengthy email from you on February
24 10, 2014. You write, "I think we should discuss

1 this, a couple of initial thoughts," and then
2 appears what attached was a senate announcement
3 final --

4 A. Um-hmm.

5 Q. -- and then the both -- numbers here, you
6 have seven points on I think -- I'll let you
7 describe this but it appears to be --

8 A. This is --

9 Q. -- your thoughts on the messaging strategy?

10 A. Yeah. That's what this is, thoughts on
11 messaging strategy.

12 Q. Did you have access to a Google drive or a
13 shared G drive or shared YouTube account from the
14 campaign where they would --

15 A. I did --

16 Q. -- post videos?

17 A. Um-hmm. I did.

18 Q. What would you do? What was your role?
19 Why did you have access to that?

20 A. Just to review media that went in there or
21 speeches that he was doing. I mean, again, he's
22 one person, so I want to look at what he's doing in
23 all of his speeches and all of his media
24 interviews.

1 Q. And would you review that with him, provide
2 him feedback?

3 A. General feedback on, "Here's how you'd be a
4 better speaker. Here's how you do better media
5 interview." Sure.

6 Q. When you say general feedback, you mean?

7 A. Yeah. I mean, whether you're doing a
8 campaign speech or official speech, your speaking
9 skills are your speaking skills. So I would review
10 any and all that content to give him feedback on
11 how to do better.

12 Q. Were you involved in negotiating the debate
13 -- campaign debate formats for the senate race?

14 A. Little bit. There wasn't really much
15 negotiation that took place. The Georgia
16 Republican Party sort of, you know, released what
17 the rules were and I had contact with the Georgia
18 chair of the Republican Party and gave them some
19 input. I think I sent an email to them,
20 describing, "Here, you know, what you should do for
21 your format," but they were actually pretty
22 difficult to -- to engage.

23 BY MR. SOLIS:

24 Q. Were you asked to do that?

1 A. I volunteered to do it. Sure. It's one of
2 the things I'm good at, so.

3 Q. What I mean by that --

4 A. Negotiated three presidential debate format
5 rules.

6 Q. What I mean by that is I understand that
7 your position is you volunteered for it, but did
8 somebody from Dr. Broun's congressional or campaign
9 staff ask you to reach out to you -- contact?

10 A. No. I volunteered to do it and then they
11 facilitated that.

12 Q. So the answer is they did not ask you to?

13 A. They did not directly ask me to.

14 MR. MORGAN: Show you this email.

15 MR. ██████████: I never felt like any of my
16 campaign work was expected as part of my duties.

17 BY MR. MORGAN:

18 Q. This is BOD00717, second email down. It's
19 an email from you to Jordan Chinouth in which you
20 say, "I spoke to Adam yesterday afternoon. He's
21 sending a packet later this week. I'll brief Dr.
22 Broun and David this morning on the debate. He
23 basically let me write the format."

24 A. Yeah. I sent him an email with, "Here's

1 what you should include in the format..."

2 Q. So were you successful in negotiating the
3 format?

4 A. Well, I mean they -- they took my
5 suggestions.

6 Q. Who -- let's talk about actually preparing
7 Representative Broun for campaign debates.

8 A. Um-hmm.

9 Q. Who all was involved in that process?

10 A. Well, predominantly, Bob Bibee was
11 basically sort of, you know, steering that ship but
12 Jason Miller with Jamestown was involved, David
13 Bowser was involved, Christine Hardman was in some
14 of those sessions, so and I was involved some as
15 well.

16 Q. Show you a document here. I'm going to ask
17 you about your involvement in debate preparation
18 for the 2012 campaign. This is PBTN0009, and the
19 bottom email here is an email to you from David
20 Bowser on June 14, 2012 where David writes, "[REDACTED],
21 as we discussed last week, there was a potential
22 for a debate which has now turned into a scheduled
23 event on June 22nd." Skipping a line there. "The
24 Congressman would like to schedule a couple of

1 hours later that afternoon for debate preparations,
2 so we are going to hold from 3:00 to 6:00 p.m. on
3 our schedule and secure a conference room at the
4 NRCC for this purpose."

5 A. Yeah.

6 Q. "Please let me know -- attending some or
7 all of this prep time." You respond, saying, "I
8 can be there for the entire time. Let's talk early
9 in the week about how to structure that session."

10 A. Yeah.

11 Q. When he says, "As we discussed last week,"
12 and then the campaign, this is -- this is June 14.
13 This is right as you entered into that consulting
14 agreement?

15 A. Um-hmm.

16 Q. Do you recall discussing with David Bowser
17 Representative Broun's campaign debate -- this June
18 22nd debate he references?

19 A. Yeah, I told you. We -- we probably did a
20 session where he talked about his debate at the
21 NRCC, yeah.

22 Q. But the timing -- so June 14th, he's
23 saying, "As we discussed last week."

24 A. Yeah.

1 Q. So the week before then, you had a
2 discussion about the potential for debate
3 preparation?

4 A. Apparently so, yeah, yeah. They had asked
5 if I would give him a few tips, and so, yeah, I
6 said, "Sure."

7 BY MR. SOLIS:

8 Q. I just want to -- they -- they did ask if
9 you can give him tips related to the campaign?

10 A. If I'd be willing to outside of what I was
11 doing with them, yeah.

12 BY MR. MORGAN:

13 Q. It was discussed that it would be outside?

14 A. Right, which is why it had occurred at the
15 NRCC.

16 Q. But your meetings to discuss your
17 consulting agreements also occurred at the NRCC; is
18 that correct?

19 A. Initially, yeah. That's where I met him,
20 yeah, so.

21 BY MR. SOLIS:

22 Q. So during that meeting, would've been the
23 time they asked you for tips?

24 A. No, no, no, no, no.

1 Q. Okay.

2 A. Initially, it was all geared toward
3 speeches and media interviews. When I first went
4 to work -- when they first asked me to propose, I
5 never was talked -- campaign stuff was never talked
6 about and after I started working for him, a couple
7 of weeks in, then they asked if I'd give him a few
8 tips...

9 Q. Couple of weeks in to that? Okay.

10 BY MR. MORGAN:

11 Q. Show you this email. This is BOD00681.

12 A. Um-hmm.

13 Q. What I want to ask you -- second email
14 there. It's from you, date June 22nd, 2012 to
15 David Bowser, CC-ing Bob Bibee, Jordan Chinouth,
16 Meredith Griffanti and Dr. Broun.

17 A. Right.

18 Q. "Dr. Broun, below are reminders from the
19 prep sessions today."

20 A. Yeah.

21 Q. You sent this at 12:05 a.m. So I think
22 when you say today, you may be referring to the
23 prep session that occurred on June 21st?

24 A. 21st. Yeah, the one that's referenced

1 here.

2 Q. Right. So you were in that prep session?

3 A. Correct, yeah. And these are a list of
4 reminders that I gave him. These are the tips that
5 I gave him. That's it.

6 Q. Next document is BOD00535, want to actually
7 start at the back. It's part of -- probably the
8 best way to understand it. This is again that
9 email from you attaching your consulting agreement
10 --

11 A. Um-hmm.

12 Q. -- on June 19, 2012.

13 A. Um-hmm.

14 Q. The response from David Bowser is, "[REDACTED],
15 I have the contract approved and signed. Please
16 make sure you get it this afternoon." That's on
17 June 21st.

18 A. Yeah.

19 Q. You respond, "Thanks." You then respond
20 less than two hours later, "Where is prep today?"
21 David Bowser responds, "NRCC. We have a conference
22 room..." So here's -- here's the question I have.
23 When was the first time you volunteered for
24 Representative Broun's campaign?

1 A. Well, for the congressional campaign, it
2 would've been when I did --

3 Q. For any campaign of his?

4 A. For any campaign of his? Would've been
5 when I did this work at the -- at the prep session.

6 Q. And this prep session occurred --

7 A. But there -- there was more than just
8 debate prep that occurred at this session.

9 Q. At this session at the NRCC?

10 A. People pay me -- yes. People pay me
11 thousand of dollars to do debate prep --

12 Q. Right.

13 A. -- and if you think that that's the extent
14 of the prep that I provide to them, that's
15 laughable. This is just like a few --

16 Q. What do you mean by that? This is not the
17 extent --

18 A. -- a few tips.

19 Q. -- of your debate prep?

20 A. This is the extent of what I provided to
21 Dr. Broun. What I provide to someone who pays me
22 to do this is much more than what goes on one page.

23 Q. Okay.

24 A. So I gage him a few tips about his debate

1 and then we met and talked about media interviews
2 and things that they were paying me to talk about.

3 Q. So when you met with him in person --

4 A. Yes.

5 Q. -- you did -- did you discuss the debate?

6 A. Absolutely. It's right here. It's says,
7 "Here's what I told you about how you win and lose
8 a debate."

9 Q. And you discussed other things as well?

10 A. But then we talked about media interviews.
11 I had clips to go over with him. Yes, absolutely.

12 Q. Okay. And your debate prep was not part of
13 your consulting arrangement?

14 A. No. It was not what was discussed when we
15 originally talked -- about.

16 Q. You realize that your consulting agreement
17 references debate preparation and then we have you
18 here in an email chain right after you send the
19 executed -- you receive the executed agreement, the
20 next line of discussion is "Where's the prep
21 session today?"

22 A. That is a --

23 Q. Referring to a debate preparation?

24 A. I can show you contract after contract

1 where I do work for members of the House, members
2 -- where I say, "Debate prep." Why? Because
3 members of the House do debates. So debate
4 preparation can extend to both official side and
5 the campaign side.

6 Q. Let's talk about debate preparation
7 sessions you did with Representative Broun related
8 to the official side. How many official related
9 debates did he participate in that you're aware?

10 A. He's always participating in official --

11 Q. What do you mean --

12 A. -- related debates?

13 Q. -- by that? I need you to be more
14 specific.

15 A. When -- when he's on the floor giving one
16 minute speeches, he's debating. When he is in
17 committee sessions, he is debating.

18 Q. Okay.

19 A. Okay.

20 Q. How many prep sessions did you have for
21 those what -- debates?

22 A. Constant. I mean, when I'm giving him
23 talking points, I'm preparing him for debates.
24 When he's going on media interviews, those are

1 debates. Sometimes there are more than one
2 congress person that he's appearing with. Those
3 are debates. So debates occur across a variety of
4 context. It's not just an official candidate
5 debate.

6 Q. All right. You said you charge for your
7 debate sessions, your campaign debate sessions?

8 A. Other clients, yes. Other clients retain
9 me specifically to do their debate prep.

10 Q. Okay. Clients who retain you specifically
11 to do campaign debate preparation --

12 A. Yes.

13 Q. -- what is your standard rate for those
14 services?

15 A. I'm not going to tell you that. It's much
16 more.

17 Q. It's much more --

18 A. Yeah.

19 Q. -- than the \$2500 retainer you were under?

20 A. Significantly more 'cause I do research for
21 them. I evaluate their debate performance. I go
22 to the debates with them. I never went to a single
23 campaign debate that this guy had.

24 Q. Do you -- do you bill that on a retainer

1 basis --

2 A. Yes.

3 Q. -- or was it on a hourly basis --

4 A. I bill it on a retainer basis.

5 Q. And you realize that those expenditures by
6 campaigns are likely made public?

7 A. Right. You can go research them if you
8 want.

9 Q. So would you want -- could you give me some
10 examples of what those rates might be?

11 A. They would range from \$4-\$6500 a month.

12 Q. Just for campaign debate preparation?

13 A. That's correct. And that involves much
14 more. First of all, I would never engage a
15 candidate unless I was going to go to the debates
16 with them because I'm responsible for the format
17 and whether the format gets executed and the media
18 coverage and the spin and are they ready to go out
19 and actually do the debate? I never went to a
20 single debate this guy had, not one.

21 Q. Wouldn't that then explain the somewhat
22 less amount you were paid --

23 A. No, I was --

24 Q. -- if you weren't providing --

1 A. -- I was paid --

2 Q. -- services?

3 A. -- I was paid to do media and messaging for
4 him. That's what he wanted me to do. When he sat
5 down with me, the initial meeting was, "I'm a bad
6 public speaker, and I don't do very well with
7 media," and I agreed with that and so, I agreed to
8 help him get better at that.

9 Q. Okay. The first weekly session you had
10 with Dr. Broun after he retained you, do you recall
11 what was discussed in that session?

12 A. I showed him a message video that I show
13 clients who I'm trying to help do better with media
14 interviews and messaging.

15 Q. So was that this June 21st --

16 A. Yes, I would've shown it to him --

17 Q. -- prep session?

18 A. -- during that prep session. That's why we
19 schedule it for two hours because the video alone
20 takes about an hour and 15 minutes to show.

21 Q. So it's correct that your first session you
22 did with Dr. Broun, the campaign debate was
23 discussed?

24 A. Well, I don't know if that's the first

1 session to be honest with you. I -- we may have
2 met --

3 Q. Was it one -- one of the first two --

4 A. -- we may have started --

5 Q. -- sessions?

6 A. -- but it was one of the first few, yeah,
7 sure.

8 Q. Okay.

9 A. And so we met at the NRCC 'cause there'd be
10 two topics. If a guy calls me up and says, "Hey, I
11 got a debate. Will you give me a few tips?" I'm
12 going to -- I'm not going to say, "No."

13 BY MR. SOLIS:

14 Q. So did you go into that meeting for the
15 first time knowing that there would be two topics
16 discussed?

17 A. For the first time?

18 Q. Right.

19 A. What do you mean for the first time?

20 Q. When you met with him for the first time?

21 A. When I met with him for the first time?

22 No. When I met with him, I don't know if this was
23 the first meeting that we had.

24 Q. Okay. Okay. Good.

1 A. I think we started in June. So we -- we
2 may have met before this meeting.

3 BY MR. MORGAN:

4 Q. Do you recall a Georgia 10th District
5 debate that happened on Athens Radio, WGAU? It was
6 July 2nd, 2012? Do you recall if you were involved
7 in preparing Dr. Broun for that?

8 A. First of all, like I said, if -- I don't
9 recall the debate specifically, but if I was, it
10 was like, you know, I never did extensive debate
11 prep with this guy. Extensive debate prep with
12 this guy involves me doing researching, having
13 extensive sessions with him and going to the
14 debate. Never did any of those things.

15 BY MR. SOLIS:

16 Q. Have you ever heard of WGAU radio?

17 A. I don't remember that forum, but I do
18 remember he had -- you know, he had a couple of
19 debates during his congressional run.

20 BY MR. MORGAN:

21 Q. Show you this document. This is PBTN0010.
22 What I want to ask about is on the second page, an
23 email to you from Teddie Norton in which Teddie
24 write, "Hey [REDACTED]. Dr. Broun wants to setup about

1 90 minutes next week to go over both debates."

2 A. Yeah.

3 Q. "What days, times are better for you,
4 Tuesday through Thursday?" This email was sent to
5 you on July 3rd, 2012.

6 A. Yeah.

7 Q. Do you recall going over, doing a session
8 like -- that's described here to go over --

9 A. I think we may have --

10 Q. -- couple of campaign debates?

11 A. -- like looked at them and then I may have
12 given him an evaluation post those --

13 Q. Why was Teddie Norton sending you this
14 request?

15 A. She did all of his scheduling.

16 Q. For the official side?

17 A. Yeah.

18 Q. What about for the campaign?

19 A. Well, I'm here in D.C. So she schedules
20 all this time when he's here in D.C.

21 Q. So she was involved in scheduling your...

22 A. She was involved in scheduling anytime I
23 met with him.

24 BY MR. SOLIS:

1 Q. Campaign or official?

2 A. Yeah.

3 BY MR. MORGAN:

4 Q. Okay. Do you recall a -- a session in July
5 -- think it was late July of 2012 where a campaign
6 ad was filmed at the NRCC by Representative Broun?

7 A. Campaign ad? No. I wasn't involved in
8 filming any campaign ads. He filmed --

9 Q. Show you this document here.

10 A. Yeah.

11 Q. Maybe you can explain to us what they --
12 what they -- referring to? This is BOD02240. It's
13 an email from Teddie Norton, "Hey [REDACTED]" --

14 A. Yeah. And that never -- that actually
15 never happened, so. This meeting, I -- I remember
16 specifically when she called about this.

17 Q. Okay.

18 A. And it was just they're -- they were going
19 to film a campaign video and then we were going to
20 meet after they filmed the campaign video and I
21 don't think -- I don't remember what happened but I
22 wasn't involved with the shoot of the campaign
23 video.

24 Q. When you say you weren't involved, were you

1 even present while it was taking place?

2 A. No.

3 Q. Okay.

4 A. Un-uh. 'Cause I don't think it happened.
5 I think this got cancelled or something happened
6 with it.

7 Q. Okay. Moving forward to 2014 senate
8 campaign.

9 A. Yeah.

10 Q. Do you recall something called "The Charge
11 Senate Forum"? It was on about July 8 of 2013. I
12 do have a document here.

13 A. Was that like in Manassas or something like
14 that?

15 Q. I'm not sure where it was. This is
16 PBDB158.

17 A. Oh, that was something that was -- yeah,
18 yeah, yeah. That was filmed over at the Capital
19 Hill Club, I believe.

20 Q. Okay.

21 A. So, yeah.

22 Q. Do you recall what it was? Was it a -- it
23 was described as a senate forum --

24 A. It was --

1 Q. -- was it campaign related?

2 A. You know what? I think it was a video that
3 he filmed for like a Tea Party group or Freedom
4 Works or something like that and I just walked over
5 to watch him do it.

6 Q. Did you prepare his --

7 A. No.

8 Q. -- script?

9 A. I don't think so. I think Christine did
10 that. I may have edited it. I may have looked at
11 it, but yeah, I don't think.

12 Q. Okay.

13 A. Yeah.

14 Q. Moving on from there. Would you do
15 messaging calls with Representative Broun before he
16 had campaign speaking events?

17 A. Um, I think I mainly did them before he had
18 media interviews. There may have been a couple.

19 Q. Campaign or official or?

20 A. Um, both. There may have been -- there may
21 have been, you know, a campaign event or two that I
22 may have talked to him before but for the most
23 part, you know, it was more media than speaking
24 events.

1 Q. Do you recall a "Georgia Public
2 Broadcasting Get to Know the Candidate" piece? It
3 was -- believe it was --

4 A. That was a media interview, I think, wasn't
5 it?

6 Q. Yeah. I think it was like a pretaped media
7 --

8 A. Yeah.

9 Q. -- interview or something along those lines
10 in December of 2013.

11 A. Yeah, yeah.

12 Q. Do you recall preparing Representative
13 Broun --

14 A. Yeah.

15 Q. -- for that?

16 A. I think we talked about that, yeah. We
17 talked on the phone, I think, before he went in and
18 did it.

19 Q. This is BOD01956. This is an email --
20 bottom email there on December 26, 2013 from you in
21 which you write all -- appears this -- you know,
22 this went to David Bowser, someone at Campaign
23 Research Associates and Josh Findlay and perhaps
24 one other person. Says, "Attached is the attack

1 grid for Dr. Broun to use against PG and KH in the
2 debates." What is an attack grid?

3 A. Yeah. It was just like a little chart of
4 couple of things he could use in the debate.

5 Q. As in the messaging?

6 A. Yeah.

7 Q. Counters to attacks?

8 A. Yeah, just -- just messaging.

9 Q. And you prepared that attack grid?

10 A. Yeah.

11 Q. Ask you about this. This is BOD00630.

12 This is an email from Teddie Norton to you sending
13 -- subject is "Debate prep schedule." Lists five
14 debate prep times. Do you recall being involved in
15 these prep -- prep sessions?

16 A. Think some of them. I don't remember which
17 ones.

18 Q. We can -- we can sort of go through these.
19 This is BOD02268. This is on January 8. Teddie
20 Norton writes to you, "David has arranged --

21 A. Right.

22 Q. -- to prep for the debate at Jamestown
23 Associates townhouse --

24 A. Right.

1 Q. -- address is below." Do you recall this
2 debate, prep session?

3 A. Yeah.

4 Q. You were involved in that?

5 A. Yeah.

6 Q. Do you recall --

7 A. Like I said, I don't remember the precise
8 dates but I did -- we did do a couple of sessions
9 -- several sessions down at that townhouse.

10 Q. Okay. Do you recall drafting
11 Representative Broun's opening statement for his
12 debates?

13 A. Well, that was a source of great
14 consternation. Bob Bibee really grabbed it and --
15 and the Congressman himself drafted the opening
16 statement. I made some edits to it and made --
17 suggested -- opening but he never took my advice,
18 so --

19 Q. Okay.

20 A. -- which is -- which is why I wasn't
21 driving the debate prep. If I was driving debate
22 prep, he'd been getting, you know, fuller version.

23 Q. So this was partial -- a version?

24 A. Very partial -- version.

1 Q. This is PBDB25, the PBTN133.

2 A. Sure. Yeah, we -- like I said, we did
3 several sessions.

4 Q. Several sessions?

5 A. Down at the -- at Jamestown Associates.

6 Q. How long were those sessions generally
7 speaking?

8 A. Probably about an hour. Sometimes an hour.

9 Q. And what was your level of involvement in
10 the sessions?

11 A. I'd, you know, ask him questions. We'd do
12 some Q&A. Christine would do some Q&A. David
13 would do some Q&A. Bob would be on the phone. He
14 worked with him too.

15 Q. Show you two documents here, PBTN134 and
16 PBTN135, few calender items.

17 A. Yeah.

18 Q. Subject on each of them is listed as "Prep
19 for debate with Michael Hall, location D.C."

20 A. Yeah.

21 Q. Who -- who is Michael Hall?

22 A. He's an associate of mine. He came up to
23 help him out a little bit too. I always like to
24 have someone else who's smarter than me look in on

1 those, you know, and see what -- so I asked Mike to
2 come up when he was making a trip for something
3 else.

4 Q. Were you out of town at that time or --

5 A. I was.

6 Q. -- unavailable?

7 A. Yeah.

8 Q. Did you request that Michael Hall take your
9 place?

10 A. Yes. He was -- he was going to be in town
11 for something else and so I asked him to come up
12 and -- and/or asked him to come over and do -- do a
13 session. So he did one session with --

14 Q. I believe -- it appears there was a session
15 on the 16th and another one on the 17th -- the two
16 sessions?

17 A. Don't know if there were two. If they did,
18 that was -- I thought they only did it once.

19 Q. You're aware -- you're aware of there being
20 one session?

21 A. Yeah.

22 Q. Had Michael Hall previously volunteered or
23 otherwise worked for Representative Broun?

24 A. No.

1 Q. Did he subsequent to this one or if it was
2 two, two sessions, did he do any work for
3 Representative Broun?

4 A. No.

5 Q. So he was a substitute volunteer?

6 A. Yeah.

7 Q. Do you remember or recall there being a
8 Georgia Municipal Association debate on about
9 January 27 of 2014?

10 A. Well, he had multiple debates, so --

11 Q. Yeah.

12 A. -- I don't remember the specific sequence
13 but he had multiple debates.

14 Q. Okay. Do you recall at some point doing
15 debate prep where you were either conference called
16 or Skyped in to Representative Broun and his
17 campaign team down in Athens?

18 A. Yes.

19 Q. Does that ring a bell?

20 A. Yeah, absolutely.

21 Q. Did that occur on more than one occasion?

22 A. I think a couple of times. It didn't
23 really work very well.

24 Q. This -- when you said it didn't work, you

1 mean the --

2 A. Technology didn't work and he wasn't very
3 focused. So I don't -- plus, I don't like wasting
4 time. So if it wasn't working, I just didn't -- we
5 didn't do it very much.

6 Q. Did you assist Niki Broun with her
7 messaging?

8 A. A little bit, very little. We talked on
9 the phone a couple of times. I think I may have
10 even sent her some talking points, but yeah, very
11 little.

12 Q. Okay. And did you travel to Georgia in
13 February of 2013?

14 A. I think that's when I went down. I went
15 down one time --

16 Q. Tell us about that.

17 A. Just to meet with his team, listen in to
18 what they were doing. I mean, I think --

19 Q. When you say team, do you mean official or
20 campaign?

21 A. No, his campaign team. I think they -- you
22 know, and they paid my way down -- the campaign
23 did. Came out of the campaign funds. You know, I
24 think the thinking was if he made it through the

1 primary, they wanted -- they were short on funding
2 and so, I think the idea was if he made it through
3 the primary, I would come on and do work for the
4 campaign for his general election debates.

5 Q. Why did they cover your expenses?

6 A. Because I wasn't going to go down for free.

7 Q. But you had provided --

8 A. I'll -- I'll volunteer time but I'm not
9 going to volunteer expenses.

10 Q. Okay.

11 BY MR. SOLIS:

12 Q. Did you make that clear to them?

13 A. Yeah, yeah.

14 Q. You said, "If you don't pay for me, I'm not
15 going to go to"?

16 A. Yeah, yeah.

17 BY MR. MORGAN:

18 Q. This is PB --B150 and that will be this --
19 this invoice here.

20 A. Um-hmm. Yeah. Yeah, those are my expenses
21 for that trip. Took me a while to get them which
22 was separate from the other --

23 Q. Was there also a congressional staff
24 retreat during that time that you were down there?

1 Do you recall that?

2 A. No. Well, not that I know of. I wasn't
3 down there for it. I was down there for a day. I
4 went down, came back the same day, I think.

5 Q. Okay.

6 A. I don't even think I stayed overnight.
7 Yeah, I didn't 'cause there's no hotel in here.

8 Q. Okay.

9 A. There were probably maybe six people in
10 that meeting, so.

11 Q. Did -- at any point during the course of
12 your consulting agreement or -- or -- between one
13 ended in March and now, did you or anyone else in
14 Representative Broun's Congressional Office seek
15 advice from the Ethics Committee or any other
16 congressional body about the permissibility of your
17 consulting agreement?

18 A. I guess I don't understand the question --

19 Q. Let me --

20 A. -- between then and now, did anyone seek
21 what's that now?

22 Q. Seek advice from the Ethics Committee or
23 advice from a congressional body like the House
24 Committee -- Administration regarding the

1 permissibility of your consulting agreement?

2 A. I didn't seek that advice.

3 Q. You didn't seek that? Were you --

4 A. I don't think.

5 Q. -- were you involved in any conversations
6 in which it was discussed?

7 A. Um.

8 Q. I'll show you this.

9 A. Yeah.

10 Q. PBDB174, an email from David Bowser to you
11 on July 18, 2013. He says, "I just talked to
12 admin. Let me know when you can chat. I have more
13 info." You responded, "Can all -- in a bit -- in a
14 meeting." I believe what you perhaps meant to
15 write is "Call in a bit," but do you recall having
16 a conversation with David Bowser and I would say
17 that -- that timeline of this email is very near or
18 shortly after a reporter from the U.S.A. Today
19 asked questions of the congressional office about
20 your relationship?

21 A. Yeah. I think this was around, you know,
22 the -- the stuff with Cathy McMorris Rodgers. So I
23 think he was double checking to make sure that
24 everything was fine with how they were paying me

1 and everything, so.

2 Q. So you do recall a conversation with David
3 Bowser?

4 A. If it was, I don't remember the substance
5 of it. It may have just been, "Hey, I checked and
6 everything is fine." You know, beyond that, I
7 don't remember what the substance was.

8 Q. Okay.

9 A. So I mean, it was -- in my opinion, it
10 wasn't a big issue. I think he was double checking
11 to make sure that the way they were working things
12 was the way it was supposed to be working because
13 he had been called by Singer at U.S.A. Today, you
14 know, about my duties. So they had -- Cathy's
15 office had double checked that with you guys and or
16 you guys or someone. I don't know, so.

17 Q. Show you these couple of documents here.
18 This is BOD02081. This is from Christine Hardman,
19 an email to you on March 13 of 2014 with -- in
20 quotes -- what appears to be a statement by the
21 office in response to some media stories regarding
22 your relationship with the office. Were you
23 involved in putting together this statement?

24 A. No. They did it on their own.

1 Q. Okay. The next document PBDB0014 is an
2 email exchange between you, Christine Hardman and
3 David Bowser. Christine Hardman forwarded a WSB-TV
4 article that raises some questions about your
5 relationship. You write in response, "Of course,
6 they didn't use the line from the statement that it
7 is perfectly legal."

8 A. Yeah.

9 Q. What did you mean when you -- when you said
10 that?

11 A. Because as stated by House Administration
12 Committee, [REDACTED]'s communications training is
13 compliant with all House rules.

14 Q. So you were -- you were relying on the
15 correctness of their statement?

16 A. Yeah.

17 Q. Okay. You didn't independently have any
18 knowledge of the legality of the contract --

19 A. No.

20 Q. -- or it's permissibility under the House
21 Ethics Rules --

22 A. Un-uh.

23 Q. -- or House Administration Rules?

24 A. No, no. I rely on the members to make sure

1 of that.

2 Q. Okay. And then Christine Hardman writes in
3 response, "Yes," and that you are a member of the
4 communications team in an official capacity. Is
5 that how you viewed your role, as -- as a member of
6 the communications team?

7 A. Absolutely. As a consultant to their
8 communications team.

9 Q. Okay. Now, you said the last volunteer
10 activity you had for Representative Broun's
11 campaign was March 2014.

12 A. Right.

13 Q. You also said --

14 A. Well, that was the end of my contract work
15 with them.

16 Q. Right. But I believe the question I asked
17 you when the last time that you volunteered for the
18 campaign and you said March of 2014.

19 A. I think, you know, right around there. I
20 may have talked to Dr. Broun in a April or you
21 know.

22 Q. And the first time you volunteered for his
23 campaign was shortly --

24 A. Well --

1 Q. -- after your consulting --

2 A. Yes.

3 Q. -- was entered into?

4 A. Technically, yes. That's right.

5 Q. Okay. So the obvious question is: It
6 appears that campaign activity, debate preparation
7 was contemplated within the four corners of your
8 consulting agreement. It's mentioned. You then
9 begin doing those campaign services only after your
10 consulting agreement is entered into.

11 A. Right.

12 Q. You do them throughout the entire term of
13 consulting agreement. You then stop doing them --

14 A. No, no. That's -- that's a false
15 statement.

16 Q. Well, what's a false statement?

17 A. That I did them throughout my entire term.

18 Q. Okay.

19 A. Because after I sat down with him and
20 reviewed those debates, from July through whenever
21 he decided to run for the Senate --

22 Q. Okay.

23 A. -- I didn't do any campaign stuff because
24 the campaign was done in my opinion.

1 Q. Okay. So --

2 A. Okay. So there was no --

3 Q. -- to the extent there was campaign --

4 A. -- no campaign --

5 Q. -- activity --

6 A. Wait, wait, let me finish. No campaign
7 stuff from July of 2012 until whenever he announced
8 in 2013. That's --

9 Q. Okay.

10 A. -- many months of nothing related to
11 campaign but I'm still employed --

12 Q. Right.

13 A. -- doing my services.

14 Q. Correct.

15 A. So to imply that my agreement was to do
16 campaign stuff would be a misrepresentation of the
17 activity that detailed from July 2012 through
18 whenever he announced in 2013.

19 Q. Okay. But to the extent that
20 Representative Broun was involved in campaign
21 activity, campaign debates, campaign speeches, the
22 announcement speech, to the extent -- that
23 overlapped with the period of your consulting
24 agreement -- you were involved in those campaign

1 activities?

2 A. Sure. Because he asked me to. He asked me
3 if would help him, and I would ask you, "Have you
4 ever worked for someone where you did something
5 that was outside of your specified duties?"

6 Q. Well, I think --

7 A. The answer to that question is, yes. Most
8 of us --

9 Q. The question --

10 A. -- have. Most of us have had bosses where
11 they might ask us to do something that's outside of
12 our regular duties and we say, "Okay. We'll do
13 that," knowing that it's not expected of us but
14 we're doing it because we want to keep our boss
15 happy.

16 Q. Doesn't the consulting agreement govern
17 what your duties are?

18 A. The consulting agreement says debate prep.
19 It doesn't say campaign debate prep. It just says
20 debate prep. Doesn't say anything about campaign
21 in there. There's nothing -- the word campaign
22 isn't mentioned in the consulting agreement.

23 So what's mentioned in there is media prep,
24 interview prep, debate prep, speeches, messaging.

1 That's what's mentioned. I served those functions
2 in my official duty. Then on the outside, I helped
3 him. Yeah, I did. I did campaign activities, but
4 I didn't think my payment expected those duties of
5 me. In other words, I didn't think for a second that
6 if I said, "No, I'm not going" -- in fact, there were
7 times where I told them no. "Hey, can you prep us
8 for" -- "No." "Why?" "Because I've got other
9 duties that I'm paid to do where I can't do that.
10 If he paid me to do it, I would've said, "You're
11 paying me to do this as a campaign, I would do
12 them."

13 Q. When you weren't available?

14 A. When I -- was I -- and when I wasn't
15 available --

16 Q. You would ask Michael Hall to substitute?

17 A. He did one time, one time because he had an
18 important debate and he said and plus, I said, "You
19 know, what? I'd be good if -- if my partner came
20 up and took a look, you know, just to make sure."

21 'Cause to be honest with you, I was trying
22 to help him, and he wasn't really taking my advice
23 and so I thought, you know, maybe if another voice
24 tells him, "This is what you should be doing," he

1 might listen.

2 So I wanted the guy to succeed, of course.
3 I was working for him, but my contract specified
4 duties that were related to his official business
5 and not one time did I think, "If I say no to
6 helping you with a speech or getting ready for a
7 debate did I think you're going to fire me because
8 you're not doing your contract."

9 BY MR. SOLIS:

10 Q. In 2013 and 2014, sort of the extent of the
11 work you did for Dr. Broun's Senate campaign, how
12 many hours a week were you working -- were you
13 doing campaign related activity for him?

14 A. Well, if it's a week I met with him for a
15 prep session, you know, that'd be more but you
16 know, maybe an hour or two a week.

17 Q. And you talked about sort of the extensive
18 research and the extensive work, different pay
19 rates that would govern --

20 A. Right.

21 Q. -- the type of work, you know, paid work
22 you would do for a campaign.

23 A. Yeah.

24 Q. Why did you not discuss with Dr. Broun and

1 his campaign staff -- gave you a full on --

2 A. I did and the expectation was after they
3 made it through the primary, I would come on full
4 time with the campaign.

5 Q. What about during the primary? You know,
6 when you're preparing for the campaign, what about
7 that time? You were doing the work and you said to
8 them?

9 A. I wasn't doing -- I wasn't doing the work
10 that I would do if I had a regular contract.

11 Q. Right. I just want to get an idea of the
12 type of negotiations you had with them about doing
13 the more full on --

14 A. Yeah.

15 Q. -- extensive --

16 A. Well, I think the -- I think what David and
17 I pretty much verbally agreed on was that if he
18 made it through the primary, they would hire me on
19 through the campaign. --

20 Q. Was it at any point --

21 BY MR. MORGAN:

22 Q. Do you recall when that conversation with
23 David occurred?

24 A. I don't, I don't.

1 BY MR. SOLIS:

2 Q. Was it at any point while you were, you
3 know, doing this work where you said to members of
4 the campaign staff, "I'm doing too much. I'd like
5 to be compensated for what I'm doing"?

6 A. No. 'Cause to be honest with you, I wasn't
7 really doing that much, so. You know, it was
8 nothing for me to do -- the few things that I did.
9 It was nothing for me to say, "Here are the four
10 ways you win a debate. He are the four ways you
11 lose a debate." Okay.

12 BY MR. MORGAN:

13 Q. You provided -- given the extent of the
14 campaign debate and campaign work you did for
15 Representative Broun, have you had that same level
16 of activity on a volunteer basis with other federal
17 candidates?

18 A. Not federal candidates. With state
19 candidates...

20 Q. State candidates but not federal
21 candidates?

22 A. Yeah, yeah --

23 Q. So this is the most you have --

24 A. Well, let me think. Let me think.

1 Q. Okay.

2 A. Trying to think through if I have given
3 that level of advice to others? Probably not
4 debate stuff but I've done outside stuff for other
5 folks.

6 Q. When you said outside, as in?

7 A. Like as in campaign stuff for folks that I
8 have, you know, met through my connections.
9 They've called and said, "Hey, I hear you're good
10 at -- would you help?" And I'll do some work for
11 free in hopes of maybe getting business later or
12 just to make that connection. So yeah, I mean,
13 I've done a lot of work on a pro bono basis,
14 volunteer work, yeah.

15 Q. When was -- when was the last time
16 Representative Broun asked you to do anything
17 related to his campaign?

18 A. Probably would've been March or April 2014.

19 BY MR. SOLIS:

20 Q. Of all the -- of all the members that you
21 have or still continue to provide official
22 consulting services to --

23 A. Um-hmm.

24 Q. -- of the type that you provide

1 Representative Broun, how many are you providing as
2 well volunteer campaign services to? You know,
3 Bryson just asked you a similar question. You said
4 the debate style and things like that, probably not
5 --

6 A. Not a ton. Not -- no federal. I can't
7 think of anyone on the federal level I'm doing that
8 for right now. I have done it in the past, but you
9 know, for instance, I did work with a state
10 candidate in Virginia. I'm doing work with a
11 lieutenant governor candidate in another state who
12 is running alongside of a person who is a client of
13 mine and I'm doing that gratis, you know, so.

14 Q. Would it be safe to say that Representative
15 Broun is unique amongst members of Congress, that
16 you provide official consulting services to in that
17 he received a wider range of volunteer services
18 from you?

19 A. No. I don't think that'd be fair to say
20 he's unique. I mean, I think, you know, I provided
21 a range of things to folks from time to time on a
22 free basis and if you look at the timeframe, it's
23 not that enormous of a timeframe compared to the
24 length of the contract, right? I started with Dr.

1 Broun in June of 2012. I finished with him in
2 March of 2014. From July of 2012 through when he
3 announced in 2013, so better than probably seven or
4 eight months, I did no campaign work for him,
5 nothing.

6 Q. I just want to make clear because --

7 A. And by the way, had no idea he was even
8 thinking about running for the Senate. When --
9 when he told me in 2013, "Hey, I'm thinking about
10 running for" -- that was a total shock to me. I
11 had no idea in 2012 when I went to work for him
12 that he was running for the Senate, none
13 whatsoever.

14 Q. I just want to be clear. When Bryson asked
15 you if you provided these types of volunteer
16 services to other members of Congress --

17 A. Absolutely.

18 Q. -- you paused --

19 A. Yeah --

20 Q. -- for a moment, thought about --

21 A. -- well, I want to give you a truthful
22 answer. So I'm trying to run down the list of
23 everybody that I'm --

24 Q. Right.

1 A. I've done work for a lot of folks --

2 Q. Absolutely.

3 A. -- and from time to time, they will call
4 and say, "Hey, what about, you know?" I had a
5 Congressman call me this weekend and say, "Hey, I'm
6 doing X show. Would you mind giving me some advice
7 about how to answer questions on this show?" Now,
8 I don't know if that was campaign or else wise but
9 I did it for free, right. He didn't tell me if
10 he's going on there to appear in his official role
11 or if he was -- he's in the middle of a campaign
12 too 'cause everybody in the House is in the middle
13 of a campaign.

14 Q. Right.

15 A. So when he called me and we chatted for an
16 hour and a half, I didn't say, "Is this campaign or
17 whatever?" And I didn't say, "You'll get my bill
18 in the mail." I was happy and honored that he
19 called, and so, I took the call and we talked.

20 Q. Did you ever discuss --

21 A. And by the way, that's not unique, right.
22 Frank Luntz does this for pretty much everybody.
23 There's a bunch of people who do this.

24 BY MR. MORGAN:

1 Q. Yeah. Did you ever have any conversations
2 with Representative Broun about the distinction
3 between your official work for which you were
4 getting paid and your campaign activity as being
5 volunteer? Did you ever discuss that with
6 Representative Broun?

7 A. No, I don't think so. I mean, I think --
8 you know, we -- I made -- I don't think I even made
9 sure. I think his office was pretty careful about
10 making sure that if campaign stuff could be
11 potentially come up, we'd met in a place that
12 wasn't in his office. So that's why we used the
13 townhouse down at Jamestown Associates. When it
14 was obvious he wanted to talk about debates, you
15 know, then we did that. So -- but Dr. Broun had
16 -- he'd -- he has expressed gratification to me
17 many times for giving him advice or helping him or
18 whatever but we never had the conversation.
19 Personally, I think that was all with David.

20 Q. You and David had the conversation about
21 your campaign work being volunteer?

22 A. Yeah, yeah and just -- and David was always
23 good about, "Yeah, we need to make sure that, you
24 know, anytime you're talking campaign stuff, you're

1 down in either the NRCC or at Jamestown
2 Associates."

3 Q. Is it possible that Representative Broun
4 when he -- you know, in some instances is
5 requesting things related to his campaign from you
6 --

7 A. Yeah.

8 Q. -- is it possible that he viewed your work
9 for the campaign as part of that consulting
10 agreement and viewed --

11 A. Um --

12 Q. -- you as a consultant to his campaign as
13 well?

14 A. I -- you'd have to ask him that question.
15 I have no idea how he viewed it, so.

16 Q. But there was no distinction maintained in
17 your communications with him?

18 A. Well, I mean, there was by virtue of the
19 fact of where we met, so.

20 BY MR. SOLIS:

21 Q. Just -- you know, you said that when you
22 talk about debates, debates can mean floor speeches
23 or they can mean --

24 A. Right.

1 Q. -- you know, on the radio --

2 A. But if he --

3 Q. -- so when we talk about you would meet at
4 Jamestown or NRCC when debates would be discussed,
5 I would think that if the topic was debates, you
6 wouldn't know -- whether it was going to be about
7 debating on a floor or debating on -- on radio. So
8 how would you know where to go if debates was the
9 subject?

10 A. No, no. I mean, Teddie would say, "We want
11 a prep for a debate he's got for the Senate race,
12 and can we do it Jamestown?"

13 Q. So the debate would be specified in those
14 instances --

15 A. Sure, sure, sure.

16 BY MR. MORGAN:

17 Q. Did his congressional staff ever refer to
18 anything as a debate that was not a campaign
19 related activity?

20 A. Absolutely, yeah, yeah. The whole Patient
21 Option Act stuff, the sequester stuff, those were
22 --

23 Q. Those were debates?

24 A. Those were all referred to as, you know,

1 they wanted an argument guy to help him muster
2 arguments.

3 Q. Were they referred to as debates?

4 A. Sure, absolutely.

5 Q. Using the work debates?

6 A. Yeah, yeah. "We're going to have a floor
7 debate on X. Can you help us with talking points
8 about this?"

9 Q. Any debate -- any sessions referred to as
10 debate sessions that were related to official
11 activities?

12 A. Well, our sessions weren't referred to as
13 anything but just meetings with Dr. Broun 'cause --

14 Q. A lot of them are referred to as debate
15 prep. I showed you several calender items.

16 A. Yeah, yeah.

17 Q. Any debate prep items ever referred to
18 anything other than campaign activity?

19 A. I don't -- I don't know the answer to that
20 question.

21 Q. So when you say -- just -- again, knowing
22 the False Statements Act applies, when you say --

23 A. I --

24 Q. -- consulting agreement --

1 A. Yeah.

2 Q. -- refers to debate preparation --

3 A. It does not refer --

4 Q. It does not state --

5 A. -- to campaign debate.

6 Q. -- it does not specifically mean campaign?

7 A. No, it does not, absolutely not.

8 Q. And in the consulting agreement you have
9 with his office, then they refer to debate
10 preparation, was it excluding campaign debate
11 preparation or just including both campaign and
12 official?

13 A. No. It was meant to apply to his official
14 duties.

15 Q. How is that? 'Cause you've said at length
16 here that when you use the word debate, it can mean
17 both campaign and official.

18 A. Exactly.

19 Q. And it says here debate and message. So is
20 that --

21 A. Because it was based --

22 Q. -- not referring to campaign and official?

23 A. -- it was based on who hired me.

24 Q. Okay.

1 A. His office hired me.

2 Q. And hired you to debate but you did not
3 specify in here official related debate and you
4 said several times debate preparation refers to
5 both official and campaign?

6 A. It can. Yes, it can refer to both.

7 Q. Okay.

8 A. That's right. But in that agreement, it
9 doesn't refer to campaign. There's nothing --

10 Q. And how would we know that?

11 A. The word campaign does not appear in that
12 agreement.

13 Q. But the word debate does appear.

14 A. Yes, that's right. And so for you to say
15 that that means campaign would be an implication.
16 There's no -- there's no -- campaign does not
17 appear in that agreement.

18 Q. Can you provide a specific? You know,
19 we'll let you come back to us. We have two more
20 days in our review period. If you can provide any
21 documentation of any debate preparation session
22 that you did similar to the campaign debate
23 preparation sessions that you did with
24 Representative Broun related to --

1 A. They would be totally different because
2 debates --

3 Q. We would welcome that information.

4 A. Debates on the -- first of all, you have
5 every email. I've turned over like 1200 emails to
6 you.

7 Q. Right.

8 A. Okay. Second of all, debates on the floor
9 are different from campaign debates. They're
10 different. So debates on the floor are one minute,
11 five minute speeches but they're all about making
12 arguments.

13 Q. I think they're typically referred to as
14 floor speeches.

15 A. They can be referred to as floor speeches,
16 but they do occur in the context of debate. If you
17 listen -- if you go do a search of the
18 congressional record and transcripts from floor
19 exchanges, you will find those referred to, "There
20 will be an hour of debate scheduled on X topic."

21 Q. Okay.

22 MR. SOLIS: Think --

23 MR. MORGAN: Think those are all the
24 questions we have.

1 MR. SOLIS: Think that's all we have --

2 MR. MORGAN: Stop the recording.

3 MR. [REDACTED]: Okay.

4 (END OF PROCEEDING)

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1 I, Blanca Wier, do hereby certify or affirm
2 that I have impartially transcribed the foregoing
3 from an audiotape record of the above-captioned
4 proceedings to the best of my ability.

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Blanca Wier

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Exhibit 6

IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF GEORGIA
MACON DIVISION

UNITED STATES OF AMERICA,)
)
)
Plaintiff,)
)
v.)
)
)
BRETT O'DONNELL,)
)
Defendant.)
_____)

Crim. No. 5:15-CR-34(MTT)

Filed at 3:21 P M
9/3/2015
[Signature]
Deputy Clerk, U.S. District Court
Middle District of Georgia

PLEA AGREEMENT

The United States of America, by and through the undersigned attorneys for the Public Integrity Section, Criminal Division, United States Department of Justice, and the defendant BRETT O'DONNELL (hereinafter referred to as the "defendant"), by and through his attorneys, enter into the following Plea Agreement:

Charge and Statutory Penalties

1. The defendant agrees to waive indictment and to plead guilty to a one-count Information charging him with making false statements, in violation of 18 U.S.C. § 1001.

2. The defendant understands that Count One of the Information has the following essential elements, each of which the United States would be required to prove beyond a reasonable doubt at trial:

- a. first, that the defendant made a statement or representation;
- b. second, that this statement or representation was material, that is, the statement or representation was capable of influencing the government's decisions or activities;

[Handwritten initials]

c. third, that the statement or representation was false, fictitious, or fraudulent;

d. fourth, that the defendant made the false, fictitious, or fraudulent statement knowingly and willfully; and

e. fifth, that the statement or representation was made in a matter within the jurisdiction of the government of the United States.

3. The defendant understands that the maximum penalty for Count One charging him with making false statements, in violation of 18 U.S.C. § 1001, is five years of imprisonment and a maximum fine of \$250,000 or twice the pecuniary gain or loss pursuant to 18 U.S.C. § 3571(b)(3) and (d). The defendant understands that, in addition to any term of incarceration, the Court may impose a term of supervised release of no more than three years for the offense to which the defendant is pleading guilty, pursuant to 18 U.S.C. § 3583(b)(2). The defendant understands that he will be required to pay a mandatory special assessment of \$100 for the one count of conviction pursuant to 18 U.S.C. § 3013(a)(2)(A).

4. If the Court accepts the defendant's plea of guilty and the defendant fulfills each of the terms and conditions of this Plea Agreement, the United States agrees that it will not further prosecute the defendant for any crimes described in the attached "Factual Basis for Guilty Plea," which is incorporated herein by reference, or for any conduct of the defendant now known to the Public Integrity Section and to the law enforcement agents working with the Public Integrity Section on the present investigation. Nothing in this Plea Agreement is intended to provide any limitation of liability arising out of any acts of violence.

5. The defendant agrees that the attached Factual Basis for Guilty Plea fairly and accurately describes the defendant's actions and involvement in the offense to which the

defendant is pleading guilty. The defendant knowingly, voluntarily, and truthfully admits the facts set forth in the Factual Basis for Guilty Plea.

Sentencing

6. The defendant is aware that the sentence will be imposed by the Court after considering the Federal Sentencing Guidelines and Policy Statements promulgated by the United States Sentencing Commission in the Guidelines Manual (hereinafter “Sentencing Guidelines” or “U.S.S.G.”), and the factors set forth in 18 U.S.C. § 3553(a). The defendant acknowledges and understands that the Court will compute an advisory sentence under the Sentencing Guidelines and that the applicable guidelines will be determined by the Court relying in part on the results of a Pre-Sentence Investigation by the U.S. Probation Office, which investigation will commence after the guilty plea has been entered. The defendant is also aware that, under certain circumstances, the Court may depart from the advisory sentencing guideline range that it has computed, and may raise that advisory sentence up to and including the statutory maximum sentence or lower that advisory sentence. The defendant is further aware and understands that the Court is required to consider the advisory guideline range determined under the Sentencing Guidelines, but is not bound to impose that sentence; the Court is permitted to tailor the ultimate sentence in light of other statutory concerns, and such sentence may be either more severe or less severe than the Sentencing Guidelines’ advisory sentence. Knowing these facts, the defendant understands and acknowledges that the Court has the authority to impose any sentence within and up to the statutory maximum authorized by law for the offense identified in paragraph 1 and that the defendant may not withdraw the plea solely as a result of the sentence imposed.

7. The United States reserves the right to inform the Court and the U.S. Probation Office of all facts pertinent to the sentencing process, including all relevant information

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concerning the offenses committed, whether charged or not, as well as concerning the defendant and the defendant's background. Subject only to the express terms of any agreed-upon sentencing recommendations contained in this Plea Agreement, the United States further reserves the right to make any recommendation as to the quality and quantity of punishment.

8. The defendant is aware that any estimate of the probable sentence or the probable sentencing range relating to the defendant pursuant to the advisory Sentencing Guidelines that the defendant may have received from any source, including defense counsel, is only a prediction and not a promise, and that any such estimate is not binding on the United States, the U.S. Probation Office, or the Court, except as expressly provided in this Plea Agreement.

Sentencing Guidelines Stipulations

9. Pursuant to Rule 11(c)(1)(B) of the Federal Rules of Criminal Procedure, and to assist the Court in determining the appropriate sentence, the parties stipulate to the following:

a. Offense Level Under the Guidelines

Because the defendant's offense involves fraud and deceit, the parties agree that the base offense level applicable to the defendant's offense conduct is 6. See U.S.S.G. § 2B1.1(a)(2). The parties further agree that, pursuant to U.S.S.G. § 2B1.1(b)(1)(B), a two-level increase in the offense level is warranted based on an estimated loss amount of more than \$5,000.

Provided that the defendant clearly demonstrates acceptance of responsibility to the satisfaction of the United States, through the defendant's allocution and subsequent conduct prior to the imposition of sentence, the United States agrees that a two-level reduction would be appropriate, pursuant to U.S.S.G § 3E1.1(a).

The United States, however, may oppose any adjustment for acceptance of responsibility if the defendant:

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- i. fails to admit a complete factual basis for the plea at the time the defendant is sentenced or at any other time;
- ii. challenges the adequacy or sufficiency of the United States' offer of proof at any time after the plea is entered;
- iii. denies involvement in the offenses;
- iv. gives conflicting statements about that involvement or is untruthful with the Court, the United States, or the probation office;
- v. fails to give complete and accurate information about the defendant's financial status to the U.S. Probation Office;
- vi. obstructs or attempts to obstruct justice, prior to sentencing;
- vii. has engaged in conduct prior to signing this Plea Agreement which reasonably could be viewed as obstruction or an attempt to obstruct justice, and has failed to fully disclose such conduct to the United States prior to signing this Plea Agreement;
- viii. fails to appear in Court as required;
- ix. after signing this Plea Agreement, engages in additional criminal conduct;
or
- x. attempts to withdraw the plea of guilty.

Accordingly, provided that the defendant clearly demonstrates acceptance of responsibility to the satisfaction of the United States, the defendant's estimated adjusted offense level will be 6.

b. Criminal History Category

The defendant understands that his Criminal History Category will be determined by the Court after completion of a Pre-Sentence Investigation Report by the U.S. Probation Office.

Based upon the information now available to the United States (including representations by the defense), the defendant's Criminal History Category is I.

c. Applicable Guidelines Range

Based upon the calculations set forth above, the defendant's stipulated Sentencing Guidelines range is 0 to 6 months, in Zone A of the Sentencing Table (the "Stipulated Guidelines Range"). In addition, the parties agree should the Court impose a fine, at Guidelines Level 6, the applicable fine range is \$500 to \$5,000, see U.S.S.G. § 5E1.2(c)(3).

The parties agree that under the Sentencing Guidelines neither a downward nor an upward departure from the Stipulated Guidelines Range set forth above is warranted. Accordingly, neither party will seek such a departure or seek any adjustment not set forth herein. Nor will either party suggest that the Court consider such a departure or adjustment except as provided in paragraph 13 below.

Agreement as to Sentencing Allocation

10. The parties agree that a sentence within the Stipulated Guidelines Range would constitute a legally reasonable sentence; however, the parties further agree that the defendant may seek a sentence outside of the Stipulated Guidelines Range, based upon the factors to be considered in imposing a sentence pursuant to Title 18, United States Code, Section 3553(a). Accordingly, the parties agree that either party may seek a sentence outside of the Stipulated Guidelines Range and suggest that the Court seek a sentence outside of the Stipulated Guidelines Range, based upon the factors to be considered in imposing a sentence pursuant to Title 18, United States Code, Section 3553(a).

11. In support of any variance argument, the defendant agrees to provide to the United States reports, motions, memoranda of law, and documentation of any kind on which the

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defendant intends to rely at sentencing not later than 21 days before sentencing. Any basis for sentencing with respect to which all expert reports, motions, memoranda of law, and documents have not been provided to the United States at least 21 days before sentencing shall be deemed waived.

Court Not Bound by the Plea Agreement

12. It is understood that pursuant to Rules 11(c)(1)(B) and 11(c)(3)(B) of the Federal Rules of Criminal Procedure, the Court is not bound by the above stipulations, either as to questions of fact or as to the parties' determination of the applicable Guidelines range, or other sentencing issues. In the event that the Court considers any Guidelines adjustments, departures, or calculations different from any stipulations contained in this Plea Agreement, or contemplates a sentence outside the Guidelines range based upon the general sentencing factors listed in Title 18, United States Code, Section 3553(a), the parties reserve the right to answer any related inquiries from the Court.

Substantial Assistance

13. The defendant agrees to cooperate fully with the United States by:
- a. providing truthful and complete information and testimony, and producing documents, records, and other evidence, when called upon by the United States or other government officials, whether in interviews, before a grand jury, or at any trial or other court proceeding;
 - b. appearing at such grand jury proceedings, hearings, trials, depositions, and other judicial proceedings, and at meetings, as may be required by the United States or other government officials continuing through any period of probation or supervised release; and

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c. waiving any right to a prompt sentencing and joining in any requests by the United States to postpone the defendant's sentencing until the defendant's cooperation is complete. The defendant understands that the date of sentencing is within the sole discretion of the Court, and that this Plea Agreement may require the defendant to cooperate even after the defendant has been sentenced. The defendant's failure to cooperate pursuant to the terms of this Plea Agreement after sentence has been imposed shall constitute a breach of this Plea Agreement.

14. The United States reserves the right to evaluate the nature and extent of the defendant's cooperation and to make the defendant's cooperation, or lack thereof, known to the Court at the time of sentencing. If in the sole and unreviewable judgment of the United States the defendant's cooperation is of such quality and significance to the investigation or prosecution of other criminal matters as to warrant the Court's downward departure from the advisory sentence calculated under the Sentencing Guidelines, the United States may at or before sentencing make a motion consistent with the intent of Section 5K1.1 of the Sentencing Guidelines prior to sentencing, or Rule 35 of the Federal Rules of Criminal Procedure subsequent to sentencing, reflecting that the defendant has provided substantial assistance and recommending that the defendant's sentence be reduced from the advisory sentence suggested by the Sentencing Guidelines. The defendant acknowledges and agrees, however, that nothing in this Plea Agreement may be construed to require the United States to file any such motion and that the United States' assessment of the nature, value, truthfulness, completeness, and accuracy of the defendant's cooperation shall be binding insofar as the appropriateness of the United States' filing of any such motion is concerned.

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15. The defendant understands and acknowledges that the Court is under no obligation to grant the Section 5K1.1 or Rule 35 motions referenced above should the government exercise its discretion to file any such motion. The defendant also understands and acknowledges that the Court is under no obligation to reduce the defendant's sentence because of the defendant's cooperation.

16. Pursuant to § 1B1.8(a) of the Sentencing Guidelines, the United States agrees that self-incriminating information provided by the defendant pursuant to this agreement to cooperate will not be used in determining the applicable guidelines range, except as may be provided in this Plea Agreement and under § 1B1.8(b) of the Sentencing Guidelines.

Appeal Waiver

17. The defendant is aware that he has the right to challenge his sentence and guilty plea on direct appeal. The defendant is also aware that he may, in some circumstances, be able to argue that his guilty plea should be set aside, or sentence set aside or reduced, in a collateral challenge (such as pursuant to a motion under 28 U.S.C. § 2255). Knowing that, and in exchange for the promises made by the government in entering this Plea Agreement, the defendant knowingly, voluntarily, and expressly waives all rights to appeal or collaterally attack the defendant's guilty plea and conviction, the defendant's sentence, or any other matter relating to this prosecution, whether such a right to appeal or collateral attack arises under 18 U.S.C. § 3742, 28 U.S.C. § 1291, 28 U.S.C. § 2255, or any other provision of law.

a. Notwithstanding the waiver provision above, if the government appeals from the sentence, then the defendant may file a direct appeal of his sentence.

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b. If the government does not appeal, then notwithstanding the waiver provision set forth in this paragraph, the defendant may file a direct appeal or petition for collateral relief but may raise only a claim, if otherwise permitted by law in such a proceeding:

(1) that the defendant's sentence on any count of conviction exceeds the statutory maximum for that count as set forth above;

(2) challenging a decision by the sentencing judge to impose an "upward departure" pursuant to the Sentencing Guidelines; and

(3) challenging a decision by the sentencing judge to impose an "upward variance" above the final Sentencing Guideline range determined by the Court; and

If the defendant does appeal or seek collateral relief pursuant to this subparagraph, no issue may be presented by the defendant in such a proceeding other than those described in this subparagraph.

Notwithstanding the foregoing, nothing in this Plea Agreement shall be construed to be a waiver of whatever rights the defendant may have to assert claims of ineffective assistance of counsel, whether on direct appeal, collateral review, or otherwise. Rather, it is expressly agreed that the defendant reserves those rights.

18. By signing this Plea Agreement, the defendant acknowledges that the defendant has discussed the appeal waiver set forth in paragraph 17 of this Plea Agreement with the defendant's attorney. The defendant further agrees, together with the United States, to request that the Court enter a specific finding that the waiver of the defendant's right to appeal the sentence to be imposed in this case was knowing and voluntary.

19. The defendant's waiver of rights in paragraph 17 shall not apply to appeals or challenges based on new legal principles in the United States Court of Appeals for the Eleventh

Circuit or the United States Supreme Court cases decided after the date of this Plea Agreement that are held by the United States Court of Appeals for the Eleventh Circuit or the United States Supreme Court to have retroactive effect.

Restitution

20. In addition to the other penalties provided by law, the Court may also order the defendant to make restitution under 18 U.S.C. § 3663. The defendant understands that restitution may be ordered by the Court to all victims of the defendant's criminal conduct and not merely for those victims included in the counts to which the defendant agrees to plead guilty.

Release/Detention

21. The defendant acknowledges that while the United States will not seek a change in the defendant's release conditions pending sentencing, the final decision regarding the defendant's bond status or detention will be made by the Court at the time of the defendant's plea of guilty. Should the defendant engage in further criminal conduct or violate any conditions of release prior to sentencing, however, the United States may move to change the defendant's conditions of release or move to revoke the defendant's release.

Breach of Agreement

22. The defendant understands and agrees that if, after entering into this Plea Agreement, the defendant fails specifically to perform or to fulfill completely each and every one of the defendant's obligations under this Plea Agreement, or engages in any criminal activity prior to sentencing, the defendant will have breached this Plea Agreement. In the event of such a breach: (a) the United States will be free from its obligations under the Plea Agreement; (b) the defendant will not have the right to withdraw the guilty plea; (c) the defendant shall be fully subject to criminal prosecution for any other crimes, including perjury and obstruction of justice;



and (d) the United States will be free to use against the defendant, directly and indirectly, in any criminal or civil proceeding, all statements made by the defendant and any of the information or materials provided by the defendant, including such statements, information, and materials provided pursuant to this Plea Agreement or during the course of any debriefings conducted in anticipation of, or after entry of this Plea Agreement, including the defendant's statements made during proceedings before the Court pursuant to Rule 11 of the Federal Rules of Criminal Procedure.

23. The defendant understands that Rule 11(f) of the Federal Rules of Criminal Procedure and Rule 410 of the Federal Rules of Evidence ordinarily limit the admissibility of statements made by a defendant in the course of plea discussions or plea proceedings if a guilty plea is later withdrawn. The defendant knowingly and voluntarily waives the rights which arise under these rules.

24. The defendant understands and agrees that the United States shall only be required to prove a breach of the Plea Agreement by a preponderance of the evidence. The defendant further understands and agrees that the United States need only prove a violation of federal, state, or local criminal law by probable cause in order to establish a breach of this Plea Agreement.

25. Nothing in this Plea Agreement shall be construed to permit the defendant to commit perjury, to make false statements or declarations, to obstruct justice, or to protect the defendant from prosecution for any crimes not included within this Plea Agreement or committed by the defendant after the execution of this Plea Agreement. The defendant understands and agrees that the United States reserves the right to prosecute the defendant for any such offenses. The defendant further understands that any perjury, false statements or

declarations, or obstruction of justice relating to the defendant's obligations under this Plea Agreement shall constitute a breach of this Plea Agreement. However, in the event of such a breach, the defendant will not be allowed to withdraw this guilty plea.

Waiver of Statute of Limitations

26. It is further agreed that should any conviction following the defendant's plea of guilty pursuant to this Plea Agreement be vacated for any reason, then any prosecution that is not time-barred by the applicable statute of limitations on the date of the signing of this Plea Agreement (including any conduct of the defendant that the United States has agreed not to prosecute pursuant to this Plea Agreement) may be commenced or reinstated against the defendant, notwithstanding the expiration of the statute of limitations between the signing of this Plea Agreement and the commencement or reinstatement of such prosecution. It is the intent of this Plea Agreement to waive all defenses based on the statute of limitations with respect to any prosecution that is not time-barred on the date that this Plea Agreement is signed.

Venue

27. The defendant agrees, for purposes of entering his plea of guilty, sentencing, and all other appropriate proceedings relevant to the filing of this Plea Agreement, to consent to the jurisdiction of the United States District Court for the Middle District of Georgia. The defendant expressly waives his right to object to or challenge venue in the Middle District of Georgia or elsewhere.

Complete Agreement

28. No other agreements, promises, understandings, or representations have been made by the parties or their counsel than those contained in writing herein, nor will any such agreements, promises, understandings, or representations be made binding unless committed to

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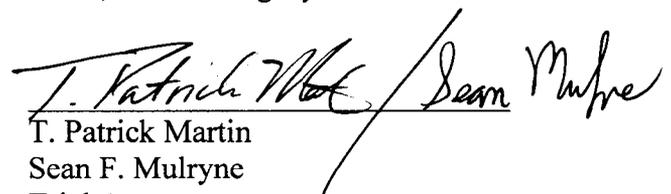
writing and signed by the defendant, defense counsel, and a prosecutor for the Public Integrity Section.

29. The defendant further understands that this Plea Agreement is binding only upon the Public Integrity Section, Criminal Division, United States Department of Justice, and the United States Attorney's Office for the Middle District of Georgia. This Plea Agreement does not bind the Civil Division or any other United States Attorney's Office, nor does it bind any other state, local, or federal prosecutor. It also does not bar or compromise any civil, tax, or administrative claim pending or that may be made against the defendant. However, if asked, the United States agrees to bring this agreement to the attention of any United States Attorney's Office, and request that they abide by the terms of this agreement.

30. If the foregoing terms and conditions are satisfactory, the defendant may so indicate by signing this Plea Agreement in the space indicated below and returning the original to us once it has been signed by the defendant and by you or other defense counsel.

Respectfully submitted,

RAYMOND HULSER
Chief, Public Integrity Section


T. Patrick Martin
Sean F. Mulryne
Trial Attorneys
United States Department of Justice
Criminal Division
Public Integrity Section

DEFENDANT'S ACCEPTANCE

I have read this Plea Agreement in its entirety and discussed it with my attorneys. I hereby acknowledge that it fully sets forth my agreement with the United States. I further state that no additional promises or representations have been made to me by any official of the United States in connection with this matter. I understand the crimes to which I have agreed to plead guilty, the maximum penalties for those offenses, and the potentially applicable Sentencing Guidelines penalties. I am satisfied with the legal representation provided to me by my attorneys. We have had sufficient time to meet and discuss my case. We have discussed the allegations against me, possible defenses I might have, the terms of this Plea Agreement, and whether I should go to trial. I am entering into this Plea Agreement freely, voluntarily, and knowingly because I am guilty of the offenses to which I am pleading guilty, and I believe this Plea Agreement is in my best interest.

Date: 8/13/15


BRETT O'DONNELL
Defendant

ATTORNEY'S ACKNOWLEDGMENT

We have read each of the pages constituting this Plea Agreement, reviewed them with our client, and discussed the provisions of this Plea Agreement fully with our client. These pages accurately and completely set forth the entire Plea Agreement. We concur in our client's desire to plead guilty as set forth in this Plea Agreement.

Date: 8/13/15



ABRAM PAFFORD, ESQ.
Attorney for the Defendant

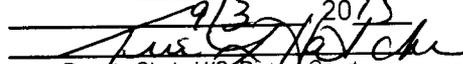
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Exhibit 7

**IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF GEORGIA
MACON DIVISION**

UNITED STATES OF AMERICA,)
)
)
 Plaintiff,)
)
 v.)
)
BRETT O'DONNELL,)
)
 Defendant.)
_____)

Crim. No.

Filed at 3:21 P M
9/3 2015

Deputy Clerk, U.S. District Court
Middle District of Georgia

FACTUAL BASIS FOR GUILTY PLEA

The United States of America, by and through the undersigned attorneys for the Public Integrity Section, Criminal Division, United States Department of Justice, and the defendant BRETT O'DONNELL, personally and through his undersigned counsel, hereby stipulate that, had this case gone to trial, the United States would have proven, through competent evidence, the following facts beyond a reasonable doubt:

THE DEFENDANT BRETT O'DONNELL AND OTHER RELEVANT PARTIES

1. From in or about 2012 through 2014, defendant BRETT O'DONNELL served as a consultant who assisted legislators and politicians, including members of the United States Congress, among others, with their public speaking, debate performances, messaging, interactions with media, and communications strategies.
2. From in and before 2012 through 2014, "Congressman A" was a member of the United States House of Representatives (the "House").
3. From in and before 2012 through 2014, "Person A" was Chief of Staff for Congressman A.

4. The Office of Congressional Ethics (“OCE”) is an independent, non-partisan office established by the House to aid it in maintaining high ethical standards. OCE reviews and investigates allegations of misconduct against House Members, officers, and staff, and reports its findings to the OCE Board, which, in turn, may refer matters to the House Committee on Ethics.

**O’DONNELL’S AGREEMENTS WITH, AND SERVICES TO,
CONGRESSMAN A’S OFFICE AND CAMPAIGNS**

5. In or about June 2012, Congressman A’s office entered into a consulting agreement with O’DONNELL wherein O’DONNELL agreed to provide communications and messaging services to Congressman A. The initial contract covered a period of about six weeks. O’DONNELL and Congressman A’s office executed a second contract in or around September 2012 that ensured the continuation of O’DONNELL’s consulting services until the end of the calendar year for 2012. In or about January 2013, O’DONNELL agreed to a third contractual arrangement with Congressman A’s office in which the parties orally agreed that O’DONNELL would continue to provide consulting services to Congressman A on a month-to-month basis, and would submit invoices to Congressman A’s office at the conclusion of each month. The period of the third agreement between O’DONNELL and Congressman A’s office was ongoing and indefinite, with no specified end date for O’DONNELL’s services.

6. Person A, on behalf of Congressman A’s office, negotiated the above-referenced contractual agreements with O’DONNELL.

7. In exchange for the services O’DONNELL provided to Congressman A from in or about June 2012 to in or about March 2014, and pursuant to the aforementioned agreements, O’DONNELL received approximately \$43,000 in pay from Congressman A’s office. All of the money O’DONNELL received for his services to Congressman A was paid from taxpayer money appropriated by the U.S. Congress to Congressman A’s office. By law, and pursuant to

House rules, those appropriated, congressional funds were to be used for the sole purpose of paying for strictly official congressional expenses and expenditures. By law, and pursuant to House rules, it was unlawful and improper to use appropriated, congressional funds to pay for political campaign-related expenses and expenditures.

8. Throughout the course of O'DONNELL's employment with Congressman A's office, and in addition to services he provided in support of Congressman A's official office and duties, O'DONNELL also provided substantial services to Congressman A's campaigns. In particular, during Congressman A's House reelection campaign in June and July 2012 and the Congressman's Senate campaign in 2013 and 2014, O'DONNELL regularly assisted Congressman A with his campaign debate preparation. O'DONNELL also helped to draft the Congressman's opening and closing remarks for his campaign debates and provided the Congressman with campaign messaging advice.

9. In and before December 2012, having secured Congressman A's reelection to the House, Congressman A and Person A began organizing Congressman A's Senate campaign.

10. On and around February 6, 2013, Congressman A publicly announced his candidacy for the U.S. Senate.

11. O'DONNELL provided consulting services to Congressman A during the Senate campaign. From in or about at least December 2013 to March 2014, the vast majority of O'DONNELL's services to Congressman A focused on the Congressman's Senate campaign.

12. Despite the substantial work O'DONNELL performed for Congressman A's political campaigns, Congressman A's campaigns never used campaign funds to pay O'DONNELL for his campaign-related services. Rather, Congressman A's office at all times

used appropriated, congressional funds to pay O'DONNELL on a month-to-month basis for the consulting services O'DONNELL was providing to Congressman A.

13. In or around early 2013 and then again in or around late 2013, O'DONNELL spoke to Person A about receiving financial compensation from Congressman A's Senate campaign for all of the work O'DONNELL was providing to the Senate campaign. Person A told O'DONNELL that the campaign could not afford to pay O'DONNELL for his services, but that O'DONNELL should "hang on" until after the Senate party primary in May 2014. Significantly, Congressman A's office was still paying O'DONNELL a fixed monthly fee, and O'DONNELL understood Person A's statement as a promise of future, additional payment for his expanded services. O'DONNELL also believed that if he refused to supply consulting services to Congressman A in support of his Senate campaign that Person A, on behalf of Congressman A's office, would terminate O'DONNELL's month-to-month contractual arrangement with the office.

14. From in or about January through March 2014, a series of public campaign debates were held in furtherance of the Senate campaign. Congressman A participated in each of these campaign debates.

15. In or about mid-January, O'DONNELL traveled to Africa to perform charitable work.

16. On or around January 14, 2014, in advance of the first Senate campaign debate, Person A sent an e-mail to Congressman A's Communications Director, cc'ing O'DONNELL, stating, "Since our debate consultant actually abandoned us on our first debate for a bunch of Ethiopians who don't pay him, I may need to send you to Adel this weekend if you are able to go?" At this time, O'DONNELL understood that Congressman A and Person A expected

O'DONNELL to provide consulting services to Congressman A's Senate campaign as part of his work arrangement with Congressman A's office. Accordingly, O'DONNELL asked Person A if a paid campaign consultant that worked with O'DONNELL could stand in for O'DONNELL and provide campaign debate consulting services to Congressman A in O'DONNELL's absence. Person A advised O'DONNELL that Congressman A had approved the substitute arrangement, and O'DONNELL's business associate subsequently provided Congressman A with campaign debate consulting services in advance of the first Senate campaign debate. O'DONNELL later paid his associate for providing these consulting services to Congressman A.

17. On or around February 24, 2014, in the midst of the Senate campaign debate schedule, O'DONNELL replied to an e-mail among key members of Congressman A's Senate campaign team, regarding "Post Debate Analogy and Forward Strategy." In O'DONNELL's reply, he indicated his disagreement with members of the campaign team concerning Congressman A's past and future debate performances. After opining on the campaign's approach to the campaign debates, O'DONNELL stated in relevant part, "You hired me to to [sic] coach the candidate. I won't make ads, write mail pieces, manage the online program or the campaign, but lets [sic] trust each other to play the roles we were hired to do." At this time, O'DONNELL understood that Congressman A and Person A expected O'DONNELL to coach Congressman A in connection with Congressman A's Senate campaign debate performances. At this time, O'DONNELL also understood that Person A, on behalf of Congressman A, had hired O'DONNELL to supply campaign-related consulting services to Congressman A and was causing O'DONNELL to be paid from Congressman A's appropriated funds on a month-to-month basis to do so. During this same time period, that is, in or around December 2013 through March 2014, O'DONNELL was providing limited consulting services to Congressman A in

support of Congressman A's official duties. As such, O'DONNELL knew that Congressman A's office was using appropriated funds to pay O'DONNELL a fixed monthly amount for all of the services O'DONNELL was providing to Congressman A, the vast majority of which were related to the Senate campaign.

OCE INVESTIGATION AND O'DONNELL'S INTERVIEW WITH OCE

18. In or about March 2014, a well-circulated news article was published concerning the possible impropriety of members of Congress using appropriated, congressional funds to pay O'DONNELL to supply consulting services to the members. Congressman A was named as one of the members of Congress who had hired O'DONNELL. Shortly thereafter, Person A met O'DONNELL in Congressman A's official office and told O'DONNELL that Congressman A's office was terminating its relationship with O'DONNELL. Among other things, Person A told O'DONNELL, "Now remember your role with the campaign was as a volunteer." That was the first time that Person A had told O'DONNELL that he was a "volunteer" on the campaigns.

19. In or about late March 2014, OCE commenced an investigation into whether Congressman A's office had improperly used appropriated, congressional funds to pay O'DONNELL to provide campaign-related services to Congressman A. As part of its investigation, OCE requested numerous parties, including O'DONNELL, to produce records and participate in an interview.

20. In or about April 2014, O'DONNELL received OCE's request for documents and other information relating to his services on behalf of Congressman A, his office, and his campaigns. On or about June 20, 2014, and just days before his meeting with OCE, O'DONNELL produced to OCE more than 2,300 pages of electronic communications and other documents.

21. On one occasion before O'DONNELL's scheduled interview with OCE, O'DONNELL spoke with Person A. Among other things, Person A told O'DONNELL that OCE could go "f@@k themselves" and again told O'DONNELL that he had been a "volunteer" on the campaigns. O'DONNELL understood that Person A was telling O'DONNELL how he should characterize his role on Congressman A's political campaigns in his interview with OCE.

22. On or about June 23, 2014, OCE interviewed O'DONNELL. Before the interview, O'DONNELL signed a form entitled "18 U.S.C. § 1001 ACKNOWLEDGEMENT" in which O'DONNELL acknowledged and agreed that "I have been provided with a copy of the text of section 1001 of title 18, United States Code" and "hereby acknowledge that it applies to any testimony or documents I provide to the Office of Congressional Ethics."

23. During his interview, O'DONNELL knowingly and intentionally made several false statements to OCE in an effort to minimize, and conceal the true nature and scope of, his role as it related to Congressman A's campaigns, and to conceal interactions he had with Person A regarding O'DONNELL's role with the campaigns.

24. In response to OCE's questions, O'DONNELL falsely told OCE that he did not believe he had to perform work for Congressman A's campaigns in order to ensure the continuation of, and ongoing payments for, his working relationship with Congressman A's office. Among his false statements, O'DONNELL told OCE:

- "I never felt like any of my campaign work was expected as part of my duties."
- "I did campaign activities, but I didn't think my payment expected those duties of me."
- "I was working for [Congressman A], but my contract specified duties that were related to his official business and not one time did I think, 'If I say no to helping you

with a speech or getting ready for a debate did I think you're going to fire me because you're not doing your contract.”

25. However, contrary to his statements to OCE during the interview, O'DONNELL knew at the time he made the statements that by at least in or around December 2013, Congressman A's office expected him to work on Congressman A's campaign. Moreover, contrary to his statements to OCE during the interview, O'DONNELL knew at the time he made the statements that if he did not supply campaign-related services, his paid working arrangement with Congressman A's office could be terminated.

26. In addition, during the interview, OCE asked O'DONNELL about whether he ever inquired with Congressman A's campaign staff about being paid for the services he was providing to the campaigns. In particular, OCE asked O'DONNELL: “Was it at any point while you were, you know, doing this work where you said to members of the campaign staff, ‘I'm doing too much. I'd like to be compensated for what I'm doing’?” O'DONNELL explained, “No. Cause [sic] to be honest with you, I wasn't really doing that much, so. You know, it was nothing for me to do – the few things that I did. It was nothing for me to say, ‘Here are the four ways you win a debate. Here are the four ways you lose a debate.’”

27. However, contrary to his statements to OCE, O'DONNELL knew at the time he made the statements that he had performed substantial work on behalf of Congressman A's campaigns, as set forth in Paragraphs 8-11. In addition, contrary to his statements to OCE, O'DONNELL knew at the time he made the statements that he had spoken to Person A on at least two occasions about O'DONNELL doing too much for Congressman A's Senate campaign and being compensated for his services to the Senate campaign, as set forth in Paragraph 13.

28. The preceding statement is a summary made for the purpose of providing the Court with a factual basis for defendant BRETT O'DONNELL's guilty plea. It does not include all of the facts known to O'DONNELL concerning criminal activity in which he engaged, nor does it contain all the facts that the Government could prove in a trial against O'DONNELL.

RAYMOND HULSER
Chief, Public Integrity Section

DATE: 8/13/15

By: 
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Criminal Division
Public Integrity Section

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BRETT O'DONNELL
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