

CONFIDENTIAL

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Subject to the Nondisclosure Provisions of H. Res. 895 of the 110<sup>th</sup> Congress as Amended

OFFICE OF CONGRESSIONAL ETHICS  
UNITED STATES HOUSE OF REPRESENTATIVES

**REPORT**

Review No. 14-8751

The Board of the Office of Congressional Ethics (“the Board”), by a vote of no less than four members on May 29, 2014, adopted the following report and ordered it to be transmitted to the Committee on Ethics of the United States House of Representatives (“the Committee”).

SUBJECT: Representative Bobby L. Rush

NATURE OF THE ALLEGED VIOLATION: Representative Bobby Rush’s state and federal campaign committees may have accepted in-kind contributions, in the form of free office rental space, in violation of Illinois state law, House rules, and federal law. By accepting these contributions, Representative Rush may have accepted gifts or special favors in violation of House rules and standards of conduct. Representative Rush’s congressional campaign committee (“Citizens for Rush”) may have also made donations to the Beloved Community Christian Church (“the Church”) in violation of House rules and federal law.

RECOMMENDATION: The Board recommends that the Committee further review the above allegation concerning Representative Rush’s office rental space because there is a substantial reason to believe that Representative Rush’s state and federal campaign committees accepted in-kind contributions in violation of Illinois state law, House rules, and federal law.

The Board recommends that the Committee further review the above allegation concerning Representative Rush’s office rental space because there is a substantial reason to believe that Representative Rush accepted impermissible gifts or special favors in violation of House rules and standards of conduct.

The Board also recommends that the Committee dismiss the above allegation concerning Citizens for Rush’s donations to the Church because there is not a substantial reason to believe a violation of House rules, standards of conduct, or federal law occurred.

VOTES IN THE AFFIRMATIVE: 6

VOTES IN THE NEGATIVE: 0

ABSTENTIONS: 0

MEMBER OF THE BOARD OR STAFF DESIGNATED TO PRESENT THIS REPORT TO THE COMMITTEE ON STANDARDS OF OFFICIAL CONDUCT: Omar S. Ashmawy, Staff Director & Chief Counsel.

**FINDINGS OF FACT AND CITATIONS TO LAW**

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OFFICE OF CONGRESSIONAL ETHICS  
UNITED STATES HOUSE OF REPRESENTATIVES

**FINDINGS OF FACT AND CITATIONS TO LAW**

Review No. 14-8751

On May 29, 2014, the Board of the Office of Congressional Ethics (“the Board”) adopted the following findings of fact and accompanying citations to law, regulations, rules and standards of conduct (*in italics*).

The Board notes that these findings do not constitute a determination of whether or not a violation actually occurred.

**I. INTRODUCTION**

**A. Summary of Allegations**

1. Representative Bobby Rush’s state and federal campaign committees may have accepted in-kind contributions, in the form of free office rental space, in violation of Illinois state law, House rules and federal law. By accepting these contributions, Representative Rush may have accepted gifts or special favors in violation of House rules and standards of conduct. Representative Rush’s congressional campaign committee (“Citizens for Rush”) may have also made donations to the Beloved Community Christian Church (“the Church”) in violation of House rules and federal law.
2. The Board recommends that the Committee further review the above allegation concerning Representative Rush’s office rental space because there is a substantial reason to believe that Representative Rush’s state and federal campaign committees accepted in-kind contributions in violation of Illinois state law, federal law, and House rules.
3. The Board recommends that the Committee further review the above allegation concerning Representative Rush’s office rental space because there is a substantial reason to believe that Representative Rush accepted impermissible gifts or special favors in violation of House rules and standards of conduct.
4. The Board also recommends that the Committee dismiss the above allegation concerning Citizens for Rush’s donations to the Church because there is not a substantial reason to believe a violation of House rules, standards of conduct, or federal law occurred.

**B. Jurisdiction Statement**

5. The allegations that were the subject of this review concern Representative Bobby L. Rush, a Member of the United States House of Representatives from the 1st District of Illinois. The Resolution the United States House of Representatives adopted creating the Office of Congressional Ethics (“OCE”) directs that, “[n]o review shall be undertaken... by the board of any alleged violation that occurred before the date of adoption of this

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resolution.”<sup>1</sup> The House adopted this Resolution on March 11, 2008. Because the conduct under review occurred after March 11, 2008, review by the Board is in accordance with the Resolution.

**C. Procedural History**

6. The OCE received a written request for preliminary review in this matter signed by at least two members of the Board on January 28, 2014. The preliminary review commenced on January 29, 2014.<sup>2</sup> The preliminary review was scheduled to end on February 27, 2014.
7. At least three members of the Board voted to initiate a second-phase review in this matter on February 27, 2014. The second-phase review commenced on February 28, 2014. The second-phase review was scheduled to end on April 13, 2014.<sup>3</sup>
8. The Board voted to extend the 45-day second-phase review by an additional 14 days on March 28, 2014, as provided for under the Resolution. Following the extension, the second-phase review was scheduled to end on April 27, 2014.
9. Pursuant to Rule 9(B) of the OCE Rules for the Conduct of Investigations, Representative Rush made a statement to the Board on May 29, 2014.
10. The Board voted to refer the matter to the Committee and adopted these findings on May 29, 2014.
11. The report and its findings in this matter were transmitted to the Committee on June 10, 2014.

**D. Summary of Investigative Activity**

12. The OCE requested documentary and in some cases testimonial information from the following sources:
  - (1) Representative Bobby L. Rush;
  - (2) The Campaign Treasurer for Citizens for Rush and Friends of Bobby Rush (“Campaign Treasurer”);
  - (3) The Citizens for Rush Campaign Volunteer (“Campaign Volunteer”);
  - (4) The Church;

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<sup>1</sup> H. Res 895, 110th Cong. §1(e) (2008) (as amended).

<sup>2</sup> A preliminary review is “requested” in writing by members of the Board of the OCE. The request for a preliminary review is received by the OCE on a date certain. According to H. Res. 895 of the 110<sup>th</sup> Congress (hereafter “the Resolution”), the timeframe for conducting a preliminary review is 30 days from the date of receipt of the Board’s request.

<sup>3</sup> According to the Resolution, the Board must vote on whether to conduct a second-phase review in a matter before the expiration of the thirty-day preliminary review. If the Board votes for a second-phase, the second-phase begins when the preliminary review ends. The second-phase review does not begin on the date of the Board vote.

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- (5) Angelique Chatman;
- (6) The Head Trustee of the Church;
- (7) A Church Core Group Member;
- (8) Representative Rush's Son;
- (9) Representative Rush's Brother;
- (10) The Beloved Community Family Wellness Center ("BCFWC");
- (11) The BCFWC Executive Director;
- (12) A BCFWC Board Member;
- (13) Beloved Community Family Services ("BCFS");
- (14) Draper & Kramer, Inc.; and
- (15) The Draper & Kramer Property Manager.

13. The OCE requested information from Angelique Chatman, Representative Rush's niece and Church administrative assistant, but Ms. Chatman failed to provide the information to the OCE. Ms. Chatman was determined to be a non-cooperating witness.

## II. REPRESENTATIVE RUSH'S OFFICE RENTAL SPACE IN CHICAGO

### A. Applicable Law, Rules, and Standards of Conduct

#### In-Kind Contributions

14. *11 C.F.R. § 100.52(a) states: "A gift, subscription, loan (except for a loan made in accordance with 11 CFR 100.72 and 100.73), advance, or deposit of money or anything of value made by any person for the purpose of influencing any election for Federal office is a contribution."*
15. *11 C.F.R. § 100.52(d)(1) states: "For purposes of this section, the term anything of value includes all in-kind contributions. Unless specifically exempted under 11 CFR part 100, subpart C, the provision of any goods or services without charge or at a charge that is less than the usual and normal charge for such goods or services is a contribution. Examples of such goods or services include, but are not limited to: Securities, facilities, equipment, supplies, personnel, advertising services, membership lists, and mailing lists. If goods or services are provided at less than the usual and normal charge, the amount of the in-kind contribution is the difference between the usual and normal charge for the goods or services at the time of the contribution and the amount charged the political committee."*

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16. *11 C.F.R. § 110.1(e) states: “Contributions by partnerships. A contribution by a partnership shall be attributed to the partnership and to each partner—*

*(1) In direct proportion to his or her share of the partnership profits, according to instructions which shall be provided by the partnership to the political committee or candidate; or*

*(2) By agreement of the partners, as long as—*

*(i) Only the profits of the partners to whom the contribution is attributed are reduced (or losses increased), and*

*(ii) These partners’ profits are reduced (or losses increased) in proportion to the contribution attributed to each of them.*

*A contribution by a partnership shall not exceed the limitations on contributions in 11 CFR 110.1 (b), (c), and (d). No portion of such contribution may be made from the profits of a corporation<sup>4</sup> that is a partner.”*

17. *The Federal Election Commission contribution limits for 2007-2008, 2009-2010, 2011-2012, and 2013-2014 are \$4,600, \$4,800, \$5,000, and \$5,200 per election, respectively.<sup>5</sup>*

18. *2 U.S.C. § 434(b)(3)(A) states, “Under this section each report shall disclose the identification of each—*

*person (other than a political committee) who makes a contribution to the reporting committee during the reporting period, whose contribution or contributions have an aggregate amount or value in excess of \$200 within the calendar year . . . .”*

19. *Illinois Elections Code, Article 9<sup>6</sup>, section 9-8.5 states: “Limitations on campaign contributions.*

*(a) It is unlawful for a political committee to accept contributions except as provided in this Section.*

*(b) During an election cycle, a candidate political committee may not accept contributions with an aggregate value over the following: (i) \$5,000<sup>7</sup> from any individual, (ii) \$10,000 from any corporation, labor organization, or association,*

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<sup>4</sup> 2 U.S.C. § 441b(a) prohibits corporations from making contributions or expenditures “in connection with any election to any political office” and any candidate “knowingly to accept or receive any contribution prohibited by this section.”

<sup>5</sup> See 2 U.S.C §§ 441a(a)(1)(A), (c).

<sup>6</sup> The Article took effect on January 1, 2011.

<sup>7</sup> On January 1 of each odd-numbered year, the State Board of Elections is required to adjust the amounts of the contribution limitations. In 2013, the limits for contributions from individuals and corporations were raised to \$5,300 and \$10,500, respectively.

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*or (iii) \$50,000 from a candidate political committee or political action committee.”<sup>8</sup>*

16. *Illinois Elections Code, Article 9, section 9-10 states:*

*“(b) Every political committee shall file quarterly reports of campaign contributions, expenditures, and independent expenditures . . .*

*(c) A political committee shall file a report of any contribution of \$1,000 or more electronically with the Board within 5 business days after receipt of the contribution . . . .”*

20. *The House Ethics Manual states: “Moreover, under these rules, a Member or employee must take reasonable steps to ensure that any outside organization over which he or she exercises control – including the individual’s own authorized campaign committee or, for example, a ‘leadership PAC’ – operates in compliance with applicable law.”<sup>9</sup>*

### Gifts

21. *House Rule 25, clause 5 (a)(1)(A)(i) states that “A Member, Delegate, Resident Commissioner, officer, or employee of the House may not knowingly accept a gift except as provided in this clause.”*

22. *House Rule 25, clause 5 (a)(1)(B)(i) states that “A Member, Delegate, Resident Commissioner, officer, or employee of the House may accept a gift (other than cash or cash equivalent) not prohibited by subdivision (A)(ii) that the Member, Delegate, Resident Commissioner, officer, or employee reasonably and in good faith believes to have a value of less than \$50 and a cumulative value from one source during a calendar year of less than \$100.”*

23. *House Rule 25, clause 5 (a)(2)(A) states that “In this clause the term ‘gift’ means a gratuity, favor, discount, entertainment, hospitality, loan, forbearance, or other item having monetary value.”*

24. *House Rule 25, clause (a)(3) states that “The restrictions in subparagraph (1) do not apply to the following:*

*(B) A contribution, as defined in section 301(8) of the Federal Election Campaign Act of 1971 (2 U.S.C. 431) that is **lawfully made under that Act, a lawful contribution for election to a State or local government office, or attendance at***

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<sup>8</sup> The Illinois State Board of Elections defines in-kind contributions as “anything of value, other than cash, donated to the political committee. Generally speaking, it will be goods or services provided to the committee free of charge – such as a friend who provides campaign printing at no charge or a real estate agent who provides campaign office space rent-free.” <http://www.elections.il.gov/downloads/campaigndisclosure/pdf/campdiscguide.pdf>.

<sup>9</sup> House Ethics Manual (2008) at 123.

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*a fundraising event sponsored by a political organization described in section 527(e) of the Internal Revenue Code of 1986.*<sup>10</sup>

Special Favors or Benefits

25. *In the Matter of Representative Charles B. Rangel, an adjudicatory subcommittee from the Committee on Ethics found that a “landlord’s tolerance of Representative Rangel’s use of an apartment . . . in violation of terms of the lease . . . was a favor or benefit to Representative Rangel, which may be construed by reasonable persons as influencing the performance of his governmental duties.”*<sup>11</sup>
26. *The Code of Ethics for Government Service, clause 5 states that a Member should “[n]ever discriminate unfairly by the dispensing of special favors or privileges to anyone, whether for remuneration or not; and never accept, for himself or herself or for family members, favors or benefits under circumstances which might be construed by reasonable persons as influencing the performance of governmental duties.”*

**B. Representative Rush Has Been a Tenant at 3361 S. Martin Luther King Drive, Unit C-6, Chicago, Illinois Since 1989**

27. In 1989, Representative Rush moved into an office space located at 3361 S. Martin Luther King Drive, Unit C-6, Chicago, Illinois while he was an Alderman on the Chicago City Council.<sup>12</sup> Representative Rush stated that he conducted city business out of the office space from 1989 until 1993 when he was sworn in as a Member of Congress.<sup>13</sup> He has maintained occupancy in the space continuously since 1989.<sup>14</sup>
28. During that time as an Alderman, Representative Rush used the space as a “service office” but did not conduct any Aldermanic campaign business there.<sup>15</sup> Rent was paid by the City of Chicago under the terms of the lease, which was approved by the Chicago Corporation Counsel.<sup>16</sup> Draper & Kramer, Inc. corroborated that rent had been collected at some point during the tenancy.<sup>17</sup> Representative Rush signed the lease but did not recall the terms of the document.<sup>18</sup>

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<sup>10</sup> House Rule 25, clause (a)(3) (emphasis added).

<sup>11</sup> *In the Matter of Representative Charles B. Rangel*, H. Rep. 111-661, 111th Cong., 2d Sess. (Nov. 29, 2010) at 11-12. Although a factual distinction exists in that the OCE found no evidence that Representative Rush had any official communications with Lake Meadows Associates or Draper & Kramer, Inc. during his tenancy, in *In the Matter of Representative Charles B. Rangel*, the Committee nevertheless focused on several facts present in this review: namely, that Representative Rangel was treated differently than other tenants and that Representative Rangel did not conform to the requirements of the lease and was still permitted by the landlord to reside in the apartment.

<sup>12</sup> Transcript of Interview of Bobby Rush, May 7, 2014 (“Rep. Rush Transcript”) (Exhibit 1 at 14-8751\_0036); Copy of Lease, Aug. 4, 1989 (Exhibit 2 at 14-8751\_0081).

<sup>13</sup> Rep. Rush Transcript (Exhibit 1 at 14-8751\_0033).

<sup>14</sup> *Id.* at 14-8751\_0038; Response from the Draper & Kramer Property Manager (Exhibit 3 at 14-8751\_0106).

<sup>15</sup> Rep. Rush Transcript (Exhibit 1 at 14-8751\_0033).

<sup>16</sup> *Id.* at 14-8751\_0037, 55.

<sup>17</sup> Response from the Draper & Kramer Property Manager (Exhibit 3 at 14-8751\_0106).

<sup>18</sup> Rep. Rush Transcript (Exhibit 1 at 14-8751\_0036).



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a. The Lease

29. As shown below, the lease was executed on August 4, 1989 between “Lake Meadows Associates” as landlord, and “Bobby Rush, an individual” as tenant.<sup>19</sup> Lake Meadows Associates is an Illinois limited partnership and a “portfolio property” of Draper & Kramer, Inc., an Illinois corporation.<sup>20</sup> Representative Rush told the OCE that “notwithstanding what’s on this lease,” he believed Draper & Kramer, Inc. to be the landlord,<sup>21</sup> although not a landlord in the “typical sense.”<sup>22</sup>

LAKE MEADOWS  
SHOPPING CENTER  
**LEASE**

This Lease, made this 4th day of August, 1989 by and between LAKE MEADOWS ASSOCIATES, an Illinois limited partnership (hereinafter referred to as "Landlord"), and Bobby Rush, an individual (hereinafter referred to as "Tenant"),

in consideration of the rent to be paid and the covenants to be performed by Tenant, the Landlord hereby demises and leases to the Tenant and Tenant hereby leases from Landlord, certain premises in Lake Meadows Shopping Center, in Chicago, Illinois (the "Shopping Center") upon the terms and conditions hereinafter contained. The Shopping Center consists of the land and all improvements located at the northeast corner of 35th Street and Martin Luther King, Jr. Drive, Chicago, Illinois, and is legally described as follows:

30. The basic terms of the 1989 agreement for unit C-6 call for a one year lease with a fixed minimum rent of \$627.00 per month.<sup>23</sup> In addition to that figure, the tenant was also responsible for a \$500.00 estimated common area charge, a \$19.00 estimated insurance charge, and a \$253.00 payment for estimated real estate taxes, bringing the total amount due to \$1399.00 per month.<sup>24</sup> In 2011, the amount due for estimated real estate taxes increased to \$600, bringing the total amount due to \$1,746.00 per month.<sup>25</sup> As of May 2014, this amount remains as the cost of leasing unit C-6.<sup>26</sup>

ARTICLE I  
BASIC LEASE TERMS AND EXHIBITS

**SECTION 1.1 BASIC LEASE TERMS:**

This section contains the basic lease terms agreed to between Landlord and Tenant and referred to elsewhere in this Lease. Each reference in this Lease to any of the basic lease terms shall be construed to incorporate all the terms provided hereinunder each such basic lease term:

A. LEASED PREMISES: Space C-6 (hereinafter referred to as "Leased Premises") shown cross-hatched in red on Exhibit B.  
FLOOR AREA WITHIN LEASED PREMISES: approximately 1,506 square feet

B. LEASE TERM: One year

C. TENANT'S CONSTRUCTION AND FIXTURE PERIOD (ARTICLES III and IV): 60 days

D. FIXED MINIMUM RENT (ARTICLE V): \$ 627.00 per month

<sup>19</sup> Copy of Lease, Aug. 4, 1989 (Exhibit 2 at 14-8751\_0081).

<sup>20</sup> *Id.*; Transcript of Interview of the Draper & Kramer Property Manager, May 5, 2014 (“Property Manager Transcript”) (Exhibit 4 at 14-8751\_0146) (statement made by Draper & Kramer counsel).

<sup>21</sup> Rep. Rush Transcript (Exhibit 1 at 14-8751\_0044).

<sup>22</sup> *Id.* at 14-8751\_0053-54. Representative Rush explained that he did not feel the landlord was required to provide the space with running water or heat. *Id.* at 14-8751\_0053.

<sup>23</sup> Copy of Lease, Aug. 4, 1989 (Exhibit 2 at 14-8751\_0082).

<sup>24</sup> *Id.*; Response from the Draper & Kramer Property Manager (Exhibit 3 at 14-8751\_0106).

<sup>25</sup> Response from the Draper & Kramer Property Manager (Exhibit 3 at 14-8751\_0106).

<sup>26</sup> *Id.* The tenant was also billed additional amounts for “reconciliation” charges, reflecting actual charges in common areas, insurance, and real estate taxes. *Id.* at 14-8751\_0107.

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31. The use of the office space is described in the lease as “an aldermanic office for Alderman Rush’s local Chicago political Ward, known as the Second Ward.”<sup>27</sup> The tenant’s name in the lease is “Alderman Bobby Rush.”<sup>28</sup>

H. USE (ARTICLE VI):	As an aldermanic office for Alderman Rush’s local Chicago political Ward, known as the Second Ward.
I. TENANT’S TRADE NAME (ARTICLE VI):	ALDERMAN BOBBY RUSH

32. The lease expired in 1990 and is currently a month-to-month tenancy governed by the terms of the original lease.<sup>29</sup> A Draper & Kramer Property Manager told the OCE that she began managing the account in 2002 and had no knowledge of whether the circumstances of the tenancy changed upon Representative Rush’s election to the House of Representatives.<sup>30</sup>

b. Ward Committeeman, State Committeeman & Friends of Bobby Rush

33. The OCE was given various accounts on how the office space was used after 1993, when Representative Rush became a Member of Congress. Representative Rush told the OCE that after he became a Member, and up until a “few years ago,” he was a Cook County Democratic Ward Committeeman and used the space to conduct “political Ward meetings” where precinct captains would conduct business.<sup>31</sup>

34. After his tenure as a Ward Committeeman, Representative Rush then became an Illinois state Democratic Party Central Committeeman (“State Committeeman”),<sup>32</sup> which he remains today.<sup>33</sup> As a State Committeeman, Representative Rush used the office space to meet with prospective candidates for state and local elected office, gathering material from them, and circulating material for them.<sup>34</sup> He conducted meetings in that fashion until “six [or] seven” years ago.<sup>35</sup> Representative Rush later told the OCE that although there was “really no need to have” the office, “sometimes” he would “exercise some” of his responsibilities as a state Committeeman out of the office.<sup>36</sup> Representative Rush called the office his “political office . . . strictly used as a function of my State Central Committeeman.”<sup>37</sup>

<sup>27</sup> Copy of Lease, Aug. 4, 1989 (Exhibit 2 at 14-8751\_0082).

<sup>28</sup> *Id.*

<sup>29</sup> Property Manager Transcript (Exhibit 4 at 14-8751\_0112); Response from the Draper & Kramer Property Manager (Exhibit 3 at 14-8751\_0106).

<sup>30</sup> Property Manager Transcript (Exhibit 4 at 14-8751\_0130).

<sup>31</sup> Rep. Rush Transcript (Exhibit 1 at 14-8751\_0034).

<sup>32</sup> In 1986 Representative Rush established a state political committee named “Friends of Bobby Rush.” Today that committee serves in support of his status as a State Committeeman.

*See* <http://www.elections.il.gov/campaigndisclosure/committeesearch.aspx>.

<sup>33</sup> Rep. Rush Transcript (Exhibit 1 at 14-8751\_0034).

<sup>34</sup> *Id.* at 14-8751\_0035.

<sup>35</sup> *Id.*

<sup>36</sup> *Id.* at 14-8751\_0042.

<sup>37</sup> *Id.* at 14-8751\_0041.

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35. According to Representative Rush, up until the last “three or four years” the space was used as a gathering place to watch election returns.<sup>38</sup> Now, the office “just mostly sits there”<sup>39</sup> and has “very little value” due to the vacant and abandoned properties next to it, infestation, and dangerous environment surrounding the space.<sup>40</sup> Representative Rush told the OCE that he has neither “interest nor need” in using the office for personal purposes.<sup>41</sup>
36. The Campaign Treasurer told the OCE that she is the treasurer for both Friends of Bobby Rush, the Illinois campaign committee formed in support of Representative Rush’s status as a State Committeeman, and Citizens for Rush, Representative Rush’s congressional campaign committee.<sup>42</sup> She stated that the office is “more like a Committeeman’s office because there may be other candidates also” who occupy the office, but that to her, “it just stays empty because the posters on the windows are from the election two years ago.”<sup>43</sup>
37. The Campaign Volunteer, who has a key to the office, told the OCE that the space “has been unoccupied for at least . . . five or six years” and that “when the office is used, it’s other candidates that come there and put their posters in the windows because of him. [Representative Rush], as a State Central Committeeman, that’s part of his responsibility . . .”<sup>44</sup> When asked if a lease existed, the Campaign Volunteer stated that he did not know but “always thought [the office space] was a gift.”<sup>45</sup> When asked what he meant by “gift,” the Campaign Volunteer responded that the City of Chicago at one time paid for use of the space and he thought that the lease was “extended” to Representative Rush after his time as Alderman.<sup>46</sup>

c. Citizens for Rush

38. Concerning activities by Citizens for Rush in the office space, Representative Rush stated that he has not run “a campaign out of [the office space] in memory” and that he doubted ever using the space for congressional campaign purposes.<sup>47</sup> He stated that the Campaign Treasurer and his wife, who is paid by Citizens for Rush for her congressional campaign work, conduct all their campaign work from home.<sup>48</sup> Representative Rush later told the

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<sup>38</sup> *Id.* at 14-8751\_0035.

<sup>39</sup> *Id.* Representative Rush told the OCE that a continuous use of the office, sometime in 2007 or 2008, had been for a community program called “Hope and Healing” for at-risk youth for about eighteen months. *Id.* at 14-8751\_0040.

<sup>40</sup> Rep. Rush Transcript (Exhibit 1 at 14-8751\_0049).

<sup>41</sup> *Id.* at 14-8751\_0038.

<sup>42</sup> Transcript of Interview of the Campaign Treasurer, Mar. 14, 2014 (“Treasurer Transcript”) (Exhibit 5 at 14-8751\_0165-166).

<sup>43</sup> *Id.* at 14-8751\_0172, 174.

<sup>44</sup> Transcript of Interview of the Campaign Volunteer, Mar. 14, 2014 (Exhibit 6 at 14-8751\_0220).

<sup>45</sup> *Id.* at 14-8751\_0222.

<sup>46</sup> *Id.* at 14-8751\_0223.

<sup>47</sup> Rep. Rush Transcript (Exhibit 1 at 14-8751\_0035, 41).

<sup>48</sup> *Id.* at 14-8751\_0057.

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OCE that the Campaign Treasurer may use the office on Election Day, but that such use was unrelated to his election to the House of Representatives.<sup>49</sup>

39. Although Representative Rush and his campaign staff acknowledged only incidental use of the space, especially by Citizens for Rush, Representative Rush's Brother told the OCE that he may have done some "visibility work" or "field work" for Citizens for Rush in 2012 that included making telephone calls and meeting with campaign staff in the office space.<sup>50</sup> He also stated that prior to 2011, he conducted campaign work in the office space and assumed that the work was done for Citizens for Rush.<sup>51</sup>
40. Representative Rush's Son told the OCE that he has worked on his father's campaigns frequently and that he has "done a lot of things for Citizens for Rush," including Election Day poll watching.<sup>52</sup> When asked where he conducts his campaign work, including work for the State Committeeman candidacy, Representative Rush's Son stated that "there's a campaign office in Chicago, and it depends on the campaign . . . [i]t was on 35th and King Drive."<sup>53</sup> Representative Rush's Son later stated that he did not think he had ever worked out of the 35th and King Drive office for Citizens for Rush, but "maybe in the early days we did."<sup>54</sup>
41. A BCFWC Board Member also told the OCE that she had volunteered for Citizens for Rush on Election Day in the past and had worked at a voting precinct.<sup>55</sup> She stated that she knew that Citizens for Rush had an office space at "like 34th and Lake Meadows Shopping Center"<sup>56</sup> and that on "Election Day, it's kind of the hub where everybody picks up their material," but "it's really just open on Election Day."<sup>57</sup> The last time she visited the space was in 2009 or 2010.<sup>58</sup>
42. The Campaign Treasurer told the OCE that there's "very little activity" with Friends of Bobby Rush.<sup>59</sup> She is currently paid solely for her work with Citizens for Rush, when funds are available.<sup>60</sup> She also stated that although she completes work for Citizens for Rush at home, she uses the office space on Election Day to pay volunteers, feed volunteers, and to have a place for a "short meeting."<sup>61</sup> Utility payments have come from

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<sup>49</sup> *Id.* at 14-8751\_0041-42.

<sup>50</sup> Transcript of Interview of Representative Rush's Brother, Mar. 13, 2014 (Exhibit 7 at 14-8751\_0258).

<sup>51</sup> *Id.* at 14-8751\_0259.

<sup>52</sup> Transcript of Interview of Representative Rush's Son, Mar. 13, 2014 ("Rep. Rush's Son Transcript") (Exhibit 8 at 14-8751\_0286).

<sup>53</sup> *Id.* at 14-8751\_0291.

<sup>54</sup> *Id.* at 14-8751\_0294.

<sup>55</sup> Transcript of Interview of a BCFWC Board Member, Apr. 10, 2014 ("Board Member Transcript") (Exhibit 9 at 14-8751\_0313).

<sup>56</sup> This is the same space identified as "35th and King" and 3361 S. Martin Luther King Drive, unit C-6.

<sup>57</sup> Board Member Transcript (Exhibit 9 at 14-8751\_0314).

<sup>58</sup> *Id.*

<sup>59</sup> Treasurer Transcript (Exhibit 5 at 14-8751\_0166).

<sup>60</sup> *Id.*

<sup>61</sup> *Id.* at 14-8751\_0171.

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Citizens for Rush funds when they are available.<sup>62</sup> In late 2010 or early 2011, Citizens for Rush purchased a heating unit for the office space.<sup>63</sup>

43. The Draper & Kramer Property Manager told the OCE that she did not know about Representative Rush's status as a State Committeeman and that her only knowledge of Citizens for Rush came from posters in the windows of the office space.<sup>64</sup> She viewed "Congressman Rush" as the tenant while noting that she based that view on the terms in the lease.<sup>65</sup>
44. As discussed above, both Citizens for Rush and Friends of Bobby Rush conducted some degree of campaign work out of the office space since Representative Rush's election as a Member of the House of Representatives and as a State Committeeman. Further, Representative Rush explained that he does not use the "political" office in any personal capacity.

**C. Citizens for Rush and Friends of Bobby Rush May Have Exceeded State and Federal Contribution Limits By Accepting In-Kind Contributions in Addition to Failing to Report the Contributions**

45. The office space landlord is Lake Meadows Associates, an Illinois limited partnership. Since November 7, 2007, Lake Meadows Associates has three general partners: D&K Investments Lake Meadows, LLC; DKIA Lake Meadows, LLC; and FC Ford Lake Meadows, LLC.<sup>66</sup> All three general partners are registered in Illinois as limited liability companies.<sup>67</sup>
46. Representative Rush told the OCE that he has never paid rent for use of the office space and that he has never been asked to pay rent.<sup>68</sup> However, when he conducted Aldermanic work out of the office, he understood that rent was paid by the City of Chicago.<sup>69</sup>
47. Representative Rush told the OCE that he has never received any communications from the landlord that rent was due and that he believed his presence in the space served some "benefit" to the landlord because his "name was on the door."<sup>70</sup> He further stated that he never felt Citizens for Rush had any obligation to pay for the office space because Citizens for Rush "never used that office."<sup>71</sup>

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<sup>62</sup> *Id.* at 14-8751\_0177.

<sup>63</sup> *Id.* at 14-8751\_0177-178.

<sup>64</sup> Property Manager Transcript (Exhibit 4 at 14-8751\_0150).

<sup>65</sup> *Id.*

<sup>66</sup> Limited Partnership Documents (Exhibit 10 at 14-8751\_0334).

<sup>67</sup> *Id.* at 14-8751\_0333-335. Contributions from partnerships with LLC members are not treated as contributions from corporations (as prohibited by federal law, *see* 2 U.S.C. § 441b) unless the LLCs choose to be taxed as a corporation under federal tax law. *See* 11 C.F.R. § 110.1(g)(2). The OCE has obtained no evidence that any of the three LLC partners of Lake Meadows Associates has made that decision.

<sup>68</sup> Rep. Rush Transcript (Exhibit 1 at 14-8751\_0044).

<sup>69</sup> *Id.* at 14-8751\_0045.

<sup>70</sup> *Id.* at 14-8751\_0046.

<sup>71</sup> *Id.*

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48. When asked if he felt that *either* Friends of Bobby Rush or Citizens for Rush had to pay rent for use of the office space, Representative Rush told the OCE that he “probably would have felt that had someone said to me that you’re in violation of a lease . . . .”<sup>72</sup> Representative Rush further stated that he viewed the situation as the office “being occupied rather than me being a tenant, and that there was no expectations [*sic*] that I had for anything regarding that office from Draper and Kramer.”<sup>73</sup>

49. Draper & Kramer, Inc. maintains records for the unit C-6 office space and identifies “Congressman Bobby Rush” as the account holder.<sup>74</sup> The company creates “lease ledgers” like the one represented below, dated November 1, 2013.<sup>75</sup> In it, the itemized charges for the space are listed.<sup>76</sup> Also listed are several entries of “w/o 2012 charges” bringing the balance to zero for the end of the year.<sup>77</sup>

Lease Ledger		Lease Information		Date		Page
Congressman Bobby Rush 3361 So. King Drive Chicago, IL 60616		Date	11/01/2013			
		Lease Id	seco01			
		Property	cm1798			
		Location	LAKE MEADOWS SHOPPING CTR			
		Assigned Space(s)	C060			
		Customer				
		ICS Code				
		Lease Type	Office Net			
		Sales Category	Retail Services			
		Lease Term	From 11/10/1989 To			
Lease Area	1,506 (Net Rentable)					
Monthly Rent	627.00					
Office Phone	(225)314-4					
Fax No						
E-Mail						
Date	Description	Unit	Charges	Payments	Balance	
06/01/12	Balance Forward				9,556.89	
06/01/12		C060	627.00		10,183.89	
06/01/12		C060	500.00		10,683.89	
06/01/12		C060	600.00		11,283.89	
06/01/12		C060	19.00		11,302.89	
07/01/12	Store Base Rent (07/2012)	C060	627.00		11,929.89	
07/01/12	CAM Recovery (07/2012)	C060	500.00		12,429.89	
07/01/12	RE Tax Recovery (07/2012)	C060	600.00		13,029.89	
08/01/12	Insurance Recovery (07/2012)	C060	19.00		13,048.89	
08/01/12	Store Base Rent (08/2012)	C060	627.00		13,675.89	
08/01/12	CAM Recovery (08/2012)	C060	500.00		14,175.89	
08/01/12	RE Tax Recovery (08/2012)	C060	600.00		14,775.89	
08/01/12	Insurance Recovery (08/2012)	C060	19.00		14,794.89	
08/07/12	2011 RETax Reconciliation	C060	(1,435.20)		13,359.69	
09/01/12	Store Base Rent (09/2012)	C060	627.00		13,986.69	
09/01/12	CAM Recovery (09/2012)	C060	500.00		14,486.69	
09/01/12	RE Tax Recovery (09/2012)	C060	600.00		15,086.69	
09/01/12	Insurance Recovery (09/2012)	C060	19.00		15,105.69	
10/01/12	Store Base Rent (10/2012)	C060	627.00		15,732.69	
10/01/12	CAM Recovery (10/2012)	C060	500.00		16,232.69	
10/01/12	RE Tax Recovery (10/2012)	C060	600.00		16,832.69	
10/01/12	Insurance Recovery (10/2012)	C060	19.00		16,851.69	
10/05/12	2009 RETax refund	C060	(1,383.01)		15,468.68	
11/01/12	Store Base Rent (11/2012)	C060	627.00		16,095.68	
11/01/12	CAM Recovery (11/2012)	C060	500.00		16,595.68	
11/01/12	RE Tax Recovery (11/2012)	C060	600.00		17,195.68	
11/01/12	Insurance Recovery (11/2012)	C060	19.00		17,214.68	
12/01/12	Store Base Rent (12/2012)	C060	627.00		17,841.68	
12/01/12	CAM Recovery (12/2012)	C060	500.00		18,341.68	
12/01/12	RE Tax Recovery (12/2012)	C060	600.00		18,941.68	
12/01/12	Insurance Recovery (12/2012)	C060	19.00		18,960.68	
12/21/12	w/o 2012 charges	C060	(6,000.00)		12,960.68	
12/21/12	w/o 2012 charges	C060	(636.25)		12,324.43	
12/21/12	w/o 2012 charges	C060	(228.00)		11,896.43	
12/21/12	w/o 2012 charges	C060	9.45		11,905.88	
12/21/12	w/o 2012 charges	C060	(7,200.00)		4,705.88	
Date	Description	Unit	Charges	Payments	Balance	
12/21/12	w/o 2012 charges	C060	2,818.21		7,524.09	
12/21/12	w/o 2012 charges	C060	(7,524.00)		0.09	

<sup>72</sup> *Id.* at 14-8751\_0047.

<sup>73</sup> *Id.* at 14-8751\_0053.

<sup>74</sup> Draper & Kramer Lease Ledger, Nov. 1, 2013 (Exhibit 11 at 14-8751\_0339-340).

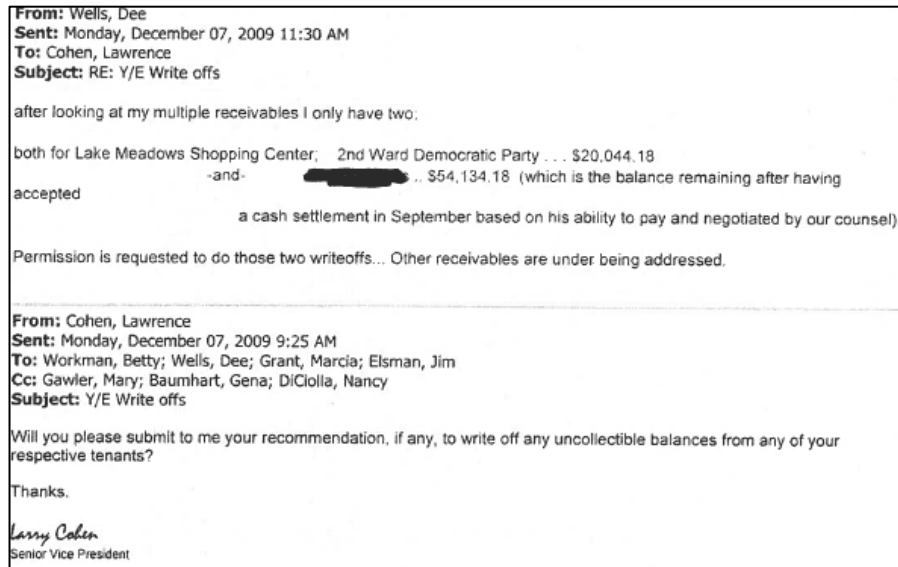
<sup>75</sup> *Id.*

<sup>76</sup> *Id.* These are the same charges discussed previously in the findings: \$627 rental charge; \$19 estimated insurance charge; \$600 estimated real estate tax charge; \$500 estimated common area charge.

<sup>77</sup> *Id.*

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50. As shown in the example email below dated December 7, 2009, the Draper & Kramer Property Manager responded to an email from the head of the real estate management department, inquiring about a recommendation to “write off any uncollectable balances from any of your respective tenants.”<sup>78</sup> In her response she writes “2nd Ward Democratic Party . . . \$20,044.18.” Later in the email she asks for permission to write off “Bobbie Rush.”<sup>79</sup>



51. The Draper & Kramer Property Manager told the OCE that “uncollectable” means it is “something where . . . you don’t expect to collect.”<sup>80</sup> When asked what factors are used to determine whether rent is uncollectable, the Draper & Kramer Property Manager stated that it is “a decision made by management” depending on “the particulars of that particular tenant . . . his ability to pay, his net worth.”<sup>81</sup>

52. The OCE repeatedly asked the Draper & Kramer Property Manager why the decision was made to determine that this account was uncollectable and not to pursue the uncollected rent. The Draper & Kramer Property Manager continued to respond that the decision was a management decision and that a “precedent” had been set prior to her taking over the account.<sup>82</sup> She only sought approval to continue with the precedent that had been set, a precedent she described as a “known fact.”<sup>83</sup>

53. The Draper & Kramer Property Manager further stated that she did not make collection efforts on the account because she was not directed to do so.<sup>84</sup> Collection efforts were

<sup>78</sup> Email from Lawrence Cohen to the Draper & Kramer Property Manager, Dec. 7, 2009 (Exhibit 12 at 14-8751\_0342-344).

<sup>79</sup> *Id.*

<sup>80</sup> Property Manager Transcript (Exhibit 4 at 14-8751\_0116).

<sup>81</sup> *Id.* at 14-8751\_0117.

<sup>82</sup> *Id.* at 14-8751\_0117-122, 124-125.

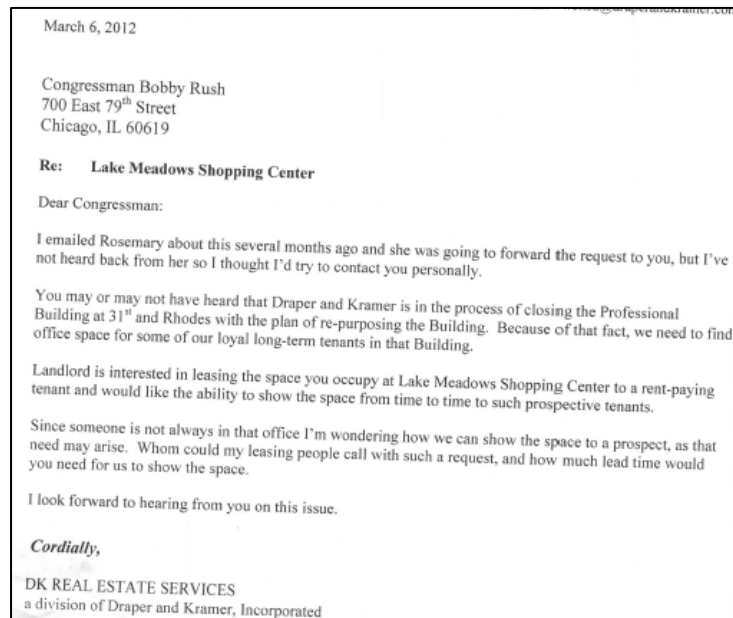
<sup>83</sup> *Id.* at 14-8751\_0123.

<sup>84</sup> *Id.* at 14-8751\_0122.

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made for other tenants but not for Representative Rush.<sup>85</sup> When asked how many of the approximately 120 accounts that the Draper & Kramer Property Manager has under her supervision are considered entirely uncollectable, she responded with “very few.”<sup>86</sup> “Possibly once or twice,” in addition to this account, has the Draper & Kramer Property Manager ever written off the entirety of charges associated with an account.<sup>87</sup>

54. As shown in the letter below dated March 6, 2012 to Representative Rush, Draper & Kramer, Inc. sought to lease the property to another tenant, considering the space valuable and rentable.<sup>88</sup> The Draper & Kramer Property Manager writes “[I]andlord is interested in leasing the space you occupy at Lake Meadows Shopping Center to a rent-paying tenant and would like the ability to show the space from time to time to such prospective tenants.”<sup>89</sup>



March 6, 2012

Congressman Bobby Rush  
700 East 79<sup>th</sup> Street  
Chicago, IL 60619

**Re: Lake Meadows Shopping Center**

Dear Congressman:

I emailed Rosemary about this several months ago and she was going to forward the request to you, but I've not heard back from her so I thought I'd try to contact you personally.

You may or may not have heard that Draper and Kramer is in the process of closing the Professional Building at 31<sup>st</sup> and Rhodes with the plan of re-purposing the Building. Because of that fact, we need to find office space for some of our loyal long-term tenants in that Building.

Landlord is interested in leasing the space you occupy at Lake Meadows Shopping Center to a rent-paying tenant and would like the ability to show the space from time to time to such prospective tenants.

Since someone is not always in that office I'm wondering how we can show the space to a prospect, as that need may arise. Whom could my leasing people call with such a request, and how much lead time would you need for us to show the space.

I look forward to hearing from you on this issue.

*Cordially,*

DK REAL ESTATE SERVICES  
a division of Draper and Kramer, Incorporated

55. From 1993 through 2013, the amount of unpaid rent totaled approximately \$365,040 at rates of \$16,788 per year (1993-2011) and \$20,952 per year (2011-2013). From the OCE's jurisdiction date of March 11, 2008, the amount of unpaid rent totaled approximately \$110,000.<sup>90</sup> To date, Citizens for Rush has reported no contributions from Lake Meadows Associates or Draper & Kramer, Inc.<sup>91</sup>

<sup>85</sup> *Id.* at 14-8751\_0122-123.

<sup>86</sup> *Id.* at 14-8751\_0125.

<sup>87</sup> *Id.* at 14-8751\_0135-136.

<sup>88</sup> Letter from the Draper & Kramer Property Manager to Representative Rush, Mar. 6, 2012 (Exhibit 13 at 14-8751\_0346).

<sup>89</sup> *Id.*

<sup>90</sup> These totals do not reflect additional, actual charges that exceeded estimated monthly payments for common area, real estate tax, and insurance, totaled at the end of the year.

<sup>91</sup> See generally Federal Election Commission database for Citizens for Rush, available at, <http://docquery.fec.gov/cgi-bin/fecimg/?C00257121>.



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56. Therefore, there is a substantial reason to believe that Representative Rush's state and federal campaign committees, as organizations over which Representative Rush exercises control, accepted excessive in-kind contributions from an Illinois partnership, and failed to report those contributions, in violation of Illinois state law, federal law, and House rules.

**D. Representative Rush May Have Received Improper Gifts or Special Favors By Accepting the Impermissible In-Kind Contributions**

57. Under House rules, contributions to a Member's congressional campaign committee that comply with the Federal Election Campaign Act, as amended, are not considered gifts and are not subject to House Gift Rule restrictions.<sup>92</sup>

58. As stated above, there is a substantial reason to believe that Citizens for Rush, the congressional campaign organization over which Representative Rush exercises control, accepted in-kind contributions in violation of House rules and federal law. The excessive in-kind contributions did not comply with the Federal Election Campaign Act's amount restrictions, and had a monetary value over \$50. Therefore, these contributions are also potential impermissible gifts to Representative Rush.

59. Representative Rush and Citizens for Rush may have also received special favors or benefits from Lake Meadows Associates and Draper & Kramer, Inc. Representative Rush and his campaign committees were one of only a few tenants receiving yearly write-offs from the landlord and did so while failing to adhere to the terms of the lease, for roughly twenty years.

60. Therefore, there is a substantial reason to believe that Representative Rush accepted impermissible gifts or special favors in violation of House rules and standards of conduct.

**III. REPRESENTATIVE RUSH'S CONGRESSIONAL CAMPAIGN COMMITTEE'S DONATIONS TO THE BELOVED COMMUNITY CHRISTIAN CHURCH AND ITS EMPLOYMENT OF HIS SON**

**A. Applicable Law, Rules, and Standards of Conduct**

61. *House Rule 23, clause 6(b) states that "a Member may not convert campaign funds to personal use in excess of an amount representing reimbursement for legitimate and verifiable campaign expenditures."*

62. *2 U.S.C. § 439a(b)(1) states that "[a] contribution or donation described in subsection (a) of this section shall not be converted by any person to personal use."*

63. *11 C.F.R. § 113.1(g) states the following: "Personal use. Personal use means any use of funds in a campaign account of a present or former candidate to fulfill a commitment, obligation or expense of any person that would exist irrespective of the candidate's campaign or duties as a Federal officeholder."*

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<sup>92</sup> See House Rule 25, clause (a)(3)(B).

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64. *11 C.F.R. § 113.1(g)(2) states the following: “Charitable donations. Donations of campaign funds or assets to an organization described in section 170(c) of Title 26 of the United States Code are not personal use, unless the candidate receives compensation from the organization before the organization has expended the entire amount donated for purposes unrelated to his or her personal benefit.”*<sup>93</sup>

**B. Representative Rush’s Son is Employed by the Church**

65. Representative Rush is the Pastor and Teacher of the Church located at 6430 S. Harvard Street, Chicago, Illinois.<sup>94</sup> He helped establish the Church twelve years ago, approximately in 2002.<sup>95</sup> The Church is a 501(c)(3) charitable organization under federal tax law and is led by a group of Church members called the “core group.”<sup>96</sup> Representative Rush has never received any form of compensation for his work at the Church.<sup>97</sup>

66. Four people are on the Church’s payroll: a drummer, the church steward, the choir director, and the organist.<sup>98</sup>

67. On July 1, 2013 Representative Rush’s Son began employment with the Church.<sup>99</sup> His position with the Church is as a custodial engineer.<sup>100</sup> Representative Rush told the OCE that his son had volunteered in that role for some time until a decision was made to pay him for his services.<sup>101</sup>

68. According to Representative Rush’s Son, “three or four months” prior to his start date, Representative Rush’s Son inquired about the open position by asking Representative Rush if the Church needed help.<sup>102</sup> Representative Rush told his son that he would have to ask the core group about the decision to hire him.<sup>103</sup> The core group then voted to hire him.<sup>104</sup>

69. Representative Rush’s Son is paid bi-weekly at a rate of \$300 per week and that rate has not changed as of April 2014.<sup>105</sup> He works six or seven days a week for at least four

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<sup>93</sup> The Federal Election Commission has issued several advisory opinions interpreting 11 C.F.R. § 113.1(g)(2). In those opinions, the FEC has stated that campaign funds donated to a charitable entity that employs a family member of the candidate is personal use. *See, e.g.*, FEC Adv. Ops. 2005-06; 1997-1; 1996-40.

<sup>94</sup> Rep. Rush Transcript (Exhibit 1 at 14-8751\_0004).

<sup>95</sup> *Id.* at 14-8751\_0003.

<sup>96</sup> *Id.* at 14-8751\_0004.

<sup>97</sup> *Id.* at 14-8751\_0016. ; Transcript of Interview of Angelique Chatman, Mar. 13, 2014 (“Chatman Transcript”) (Exhibit 14 at 14-8751\_0370); Board Member Transcript (Exhibit 9 at 14-8751\_0308); Rep. Rush’s Son Transcript (Exhibit 8 at 14-8751\_0280).

<sup>98</sup> Chatman Transcript (Exhibit 14 at 14-8751\_0359-360).

<sup>99</sup> New Employee Setup Form (Exhibit 15 at 14-8751\_0392).

<sup>100</sup> *Id.*; Rep. Rush’s Son Transcript (Exhibit 8 at 14-8751\_0268)

<sup>101</sup> Rep. Rush Transcript (Exhibit 1 at 14-8751\_0011).

<sup>102</sup> Rep. Rush’s Son Transcript (Exhibit 8 at 14-8751\_0269-270).

<sup>103</sup> *Id.* at 14-8751\_0271.

<sup>104</sup> Chatman Transcript (Exhibit 14 at 14-8751\_0366).

<sup>105</sup> Rep. Rush’s Son Transcript (Exhibit 8 at 14-8751\_0278).

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hours per day and up to as many as twelve or fourteen hours per day.<sup>106</sup> The pay rate is roughly the same as the individual who held the position previously.<sup>107</sup> Representative Rush told the OCE that he had “very little” to do with the negotiations on the amount of compensation and that he thought his son negotiated the amount with the core group, on his own.<sup>108</sup>

**C. Citizens for Rush Did Not Make Donations to the Church During the Time Representative Rush’s Son was Employed by the Church**

70. According to public reporting with the Federal Election Commission, Citizens for Rush has made approximately \$71,366 in donations to the Church since 2007.<sup>109</sup>
71. In its 2013 Federal Election Commission October Quarterly Report, Citizens for Rush disclosed a \$2,100 donation to the Church, disbursed on July 23, 2013.<sup>110</sup> This reported disbursement occurred after Representative Rush’s Son was hired by the Church on July 1, 2013.
72. On April 15, 2014, Citizens for Rush amended its October Quarterly Report to reflect a \$2,100 donation<sup>111</sup> made to BCFS, an non-profit organization that conducts after school and computer literacy programs in the community.<sup>112</sup> Representative Rush’s wife sits on the BCFS board.<sup>113</sup> BCFS’s Executive Director submitted to the OCE that neither Representative Rush, nor any member of his family, has ever been compensated by BCFS.<sup>114</sup>
73. The Campaign Treasurer told the OCE that the 2013 donation, previously disclosed as made to the Church, was in fact made to BCFS.<sup>115</sup> During the course of the OCE’s review, the Campaign Treasurer discussed records of the donation with the Church.<sup>116</sup> The Campaign Treasurer stated that Representative Rush’s wife had signed the check and made the donation to BCFS.<sup>117</sup>

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<sup>106</sup> *Id.* at 14-8751\_0276.

<sup>107</sup> *Id.* at 14-8751\_0274.

<sup>108</sup> Rep. Rush Transcript (Exhibit 1 at 14-8751\_0011).

<sup>109</sup> *See generally* Federal Election Commission database for Citizens for Rush, available at <http://docquery.fec.gov/cgi-bin/fecimg/?C00257121>.

<sup>110</sup> 2013 FEC October Quarterly Report, filed Oct. 15, 2013 (Exhibit 16 at 14-8751\_0394).

<sup>111</sup> 2013 FEC Amended October Quarterly Report, filed Apr. 15, 2014 (Exhibit 17 at 14-8751\_0396).

<sup>112</sup> Chatman Transcript (Exhibit 14 at 14-8751\_0372).

<sup>113</sup> BCFS submission to OCE, May 6, 2014 (Exhibit 18 at 14-8751\_0399).

<sup>114</sup> *Id.*

<sup>115</sup> Treasurer Transcript (Exhibit 5 at 14-08751\_0190-191).

<sup>116</sup> *Id.* at 14-08751\_0190.

<sup>117</sup> *Id.* at 14-08751\_0192.

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74. As shown below in a bank statement, BCFS received \$2,100 from Citizens for Rush on July 23, 2013.<sup>118</sup>

BELOVED COMMUNITY FAMILY SERVICES INC PAYROLL ACCOUNT 6430 S HARVARD AVE CHICAGO IL 60621					
DEPOSITS					
.DATE.....	AMOUNT	REF #.....	.DATE.....	AMOUNT	
07/19	2,814.00		07/23	2,100.00	
07/23	1,080.00				

75. Therefore, there is not a substantial reason to believe that Citizens for Rush's donations to the Church violated House rules, standards of conduct, or federal law.

#### IV. CONCLUSION

76. Representative Rush has been a tenant at 3361 S. Martin Luther King Drive, unit C-6, Chicago, Illinois since 1989. He has been a tenant there in roles as a city Alderman, Cook County Ward Committeeman, State Committeeman, and a congressional candidate. In only one of those roles, as a city Alderman, did Representative Rush occupy the office space in an official capacity and pay for its use under terms of a valid lease. Since 1993, Representative Rush has used the office space in varying political capacities and has never paid rent to the landlord, an Illinois limited partnership. The landlord has sought to lease the space to a rent-paying tenant in the past, viewing the space with some degree of value while accounting each year for the amount of rent that should have been paid.

77. The Board recommends that the Committee further review the above allegation concerning Representative Rush's office rental space because there is a substantial reason to believe that Representative Rush's state and federal campaign committees accepted in-kind contributions in violation of Illinois state law, federal law, and House rules.

78. Representative Rush continued receiving the free office space in violation of the lease terms, while other tenants of the landlord were not given the same special favors.

79. The Board recommends that the Committee further review the above allegation concerning Representative Rush's office rental space because there is a substantial reason to believe that Representative Rush accepted impermissible gifts or special favors in violation of House rules and standards of conduct.

80. Representative Rush's Son began compensated employment with the Church in July 2013. That same month, Citizens for Rush disclosed a donation to the Church for \$2,100. During the course of the review, the OCE discovered that the donation had actually been made to BCFS, an entity that did not compensate any member of Representative Rush's family.

81. For the reasons stated above, the Board also recommends that the Committee dismiss the above allegation concerning Citizens for Rush's donations to the Church because there is not a substantial reason to believe a violation of House rules, standards of conduct, or federal law occurred.

<sup>118</sup> BCFS Bank Statement (Exhibit 19 at 14-8751\_0401).

# **EXHIBIT 1**

## **TRANSCRIPT OF INTERVIEW OF REP. BOBBY RUSH**

INTERVIEW OF CONGRESSMAN BOBBY RUSH

Present:

Paul Solis, Investigative Counsel

Scott Gast, Investigative Counsel

Congressman Bobby Rush

Scott Thomas

Transcribed By:

Julie Thompson

1 MR. SOLIS: This is Investigative Counsel Paul Solis with  
2 the Office of Congressional Ethics. I'm joined  
3 by Investigative Counsel Scott Gast,  
4 Representative Bobby Rush, and Scott Thomas.

5 So, Congressman, I will begin by just  
6 getting some background information on the  
7 church, the Beloved Community Christian Church.  
8 When was the church founded?

9 CONGRESSMAN RUSH (the "Witness"): We're in our 12th year. I  
10 remember the dates by the anniversaries we had.  
11 So last year we had our 11th anniversary. This  
12 is our 12th anniversary coming up. So we're in  
13 our 12th year. So the church was founded 12  
14 years ago and was 2002 I guess.

15 MR. SOLIS: Was the church founded by you?

16 WITNESS: It was organized by me.

17 MR. SOLIS: Anyone else?

18 WITNESS: There were, I guess, maybe 15 to 20 -- at least  
19 15 to 20 other people who were organizing the  
20 church with me. The church came about after  
21 some Bible classes that we were holding at the  
22 Illinois Institute of Technology, and we held  
23 those Bible classes for six to eight months.  
24 And then, all of a sudden, someone made the  
25 suggestion, "Well, we've been doing this. Why

1 don't we form a church." And we started looking  
2 at it, so the process -- it didn't begin -- us  
3 coming together didn't begin as a church, not  
4 did it begin with us being -- planning on even  
5 organizing a church. It began as a result of  
6 Bible classes --

7 MR. SOLIS: Okay.

8 WITNESS: -- that we held at the University of -- at  
9 Illinois Institute of Technology.

10 MR. SOLIS: I think I know the answer to this church, but is  
11 the church, under federal tax law, it is a  
12 501(c)(3)?

13 WITNESS: Yes, I think so.

14 MR. SOLIS: It's a charitable organization?

15 WITNESS: Right.

16 MR. SOLIS: What title do you hold at the church?

17 WITNESS: I am the pastor at the church. My title is  
18 pastor and teacher, but it's pastor.

19 MR. SOLIS: Have you always held that title?

20 WITNESS: Yes. I've always been pastor and teacher.  
21 Right.

22 MR. SOLIS: Who else is in leadership roles at the church?

23 WITNESS: Oh, wow, there is -- right now we have --  
24 essentially we have about 12 members, 11 or 12  
25 members of what we call the core group.



1 MR. SOLIS: And that's core as in c-o-r-e?

2 WITNESS: C-o-r-e, core group. And I saw officially

3 because that's the -- that's the group that

4 really comes together and makes key decisions on

5 the church and about the church. But

6 unofficially, as with this, as any other

7 organization, there are always leaders who may

8 not be a part but who exercise leadership.

9 MR. SOLIS: Okay.

10 WITNESS: (Inaudible) choir director. He's not a part of

11 the official leadership group. He's not a core

12 group member, but he's a leader in the church,

13 one of the most important leaders in the church.

14 So we have those different kind of roles that --

15 it's kind of fluid, but there is about 11 or 12

16 official core group of the church.

17 MR. SOLIS: Do you lead the core group?

18 WITNESS: Yes. I lead the core group. I lead the core

19 group. Right.

20 MR. SOLIS: How does the core group made decisions for the

21 church?

22 WITNESS: Through resolutions, voting, motions. We use

23 Robert's Rule of Order, you know, so motions.

24 MR. SOLIS: Robinson's Rules of Order.

25 WITNESS: Robert's Rules of Order motions and voting.

1 Right.

2 MR. SOLIS: Could you override a decision, a voting decision  
3 of the core group?

4 WITNESS: In some instances, I may or may not give an  
5 override, or in some instances they would defer  
6 to me along spiritual matters.

7 MR. SOLIS: Okay.

8 WITNESS: Alright. And my faith, then if you'll call on  
9 the pastor, then you don't -- you have the  
10 inability. Alright. And that's not only part  
11 of the thing. It's part of the cultural of the  
12 church environment that we're operating it, but  
13 on those matters that has to do with the --  
14 nonspiritual matters, then it's a vote on the --  
15 on the core group.

16 MR. SOLIS: So, for example, if the church needed to pay a  
17 bill, make an expenditure of some amount, the  
18 core group would vote on that?

19 WITNESS: Yeah. Invariably, the core group would vote on  
20 it, and it depends on how much -- you know,  
21 what's the -- the church secretary, routine  
22 bills, and they pay routine bills.

23 MR. SOLIS: Right.

24 WITNESS: But if there's an expenditure even as far as  
25 some member of the church who might need a

1 little help, that would probably be taken on by  
2 the core group. That's when the matter is  
3 called for.

4 MR. SOLIS: Is there -- does the church have a bank account?  
5 WITNESS: Yes.

6 MR. SOLIS: Just one?  
7 WITNESS: That I'm aware of. Right.

8 MR. SOLIS: Do you have authority over that bank account?  
9 WITNESS: No, no.

10 MR. SOLIS: Who does?  
11 WITNESS: Angelique Chatman and Ned Stanley.

12 MR. SOLIS: So you couldn't draw money out of that account?  
13 WITNESS: No. Oh, wait. I am a signature on the check,  
14 but there have to be at least two or three  
15 signatures, signatories, but I can't just draw  
16 money out on my -- on my own signature. No.

17 MR. SOLIS: What about deposits into the church bank  
18 account? Would you ever do that?  
19 WITNESS: I've never made a deposit in the church bank  
20 account. I never have.

21 MR. GAST: Can I just clarify? Are there three signatories  
22 on that account?  
23 WITNESS: Right.

24 MR. GAST: Yourself, Angelique, and Ned?  
25 WITNESS: Right, right. And I'm very rarely a signature

1 on the -- on the account, very, very rarely, and  
2 most the time it's Angelique and Ned Stanley.

3 MR. SOLIS: Decisions on how to generate revenue, you know,  
4 getting donations and things like that. Who  
5 makes those decisions?

6 WITNESS: Well, that is really a church wide undertaking,  
7 you know. We all feel obligated to make -- to  
8 help the church in terms of this -- meeting its  
9 financial obligations, and so that's really made  
10 by the entire body. And members of the church  
11 respond according to how they want to respond or  
12 their ability to respond.

13 MR. SOLIS: What about donations from businesses or things  
14 like that, local businesses or corporate  
15 donations? How would that come to the church?

16 WITNESS: Through the same process, through the same  
17 process.

18 MR. SOLIS: So can you describe that process for me?

19 WITNESS: Well, if there is some corporations that someone  
20 -- that someone knows about or have some kind of  
21 relationship with, even to the point of say a  
22 neighborhood dry cleaners. If, in fact, the  
23 church is fundraising, and there's a member who  
24 is a regular customer of this corporation. Then  
25 this person probably feels an obligation of

1 feels that they can ask the corporation to  
2 contribute to the church. They're helping to  
3 support whatever fundraising activity, and  
4 that's what occurs. I'm included in that  
5 process, but that's the process that everything  
6 that's a member of the church is expected to --  
7 to participate in. Some do it. Some don't, but  
8 there's no obligation on anybody's part to do  
9 that.

10 MR. SOLIS: What about the bigger business like Comcast, or  
11 ComEd, or something like that? Would you be the  
12 one who would speak with representatives from  
13 the company about getting a donation?

14 WITNESS: I have. In the past I have done that.

15 MR. SOLIS: Okay.

16 WITNESS: Right.

17 MR. SOLIS: So the church gets donations, correct me if I'm  
18 wrong. Church gets donations from the  
19 congregation, from local businesses, from big  
20 businesses, just kind of from all over?

21 WITNESS: Friends. As a matter of fact, Paul, if you've  
22 got -- we don't -- we are such a needy place,  
23 we'll take -- you know, come on, man.

24 MR. SOLIS: We'll finish up the interview and think about it  
25 then. And you discussed expenditures, you know,

1 money going out of the church's --

2 WITNESS: Yeah.

3 MR. SOLIS: -- bank account. What about payroll? Who  
4 handles decisions on payroll?

5 WITNESS: The church -- Angelique Chatman is the church  
6 secretary. She does for the most part. She  
7 makes the decision about who is going to get  
8 paid, whether or not they going to get paid.  
9 She will make that decision based on what's in  
10 the account.

11 MR. SOLIS: Do you have any family members who are employed  
12 by the church?

13 WITNESS: I have a son employed by the church.

14 MR. SOLIS: And his name is?

15 WITNESS: Jeff Rush.

16 MR. SOLIS: Jeff Rush?

17 WITNESS: Mm-hmm.

18 MR. SOLIS: When did he start working for the church?

19 WITNESS: Oh, Jeff has been there -- I don't know exact  
20 date, but he's been there for about a year I  
21 guess maybe. Yeah. A little over a year. A  
22 year or a little longer than a year. No more  
23 than -- not two years.

24 MR. SOLIS: How was the decision made to hire Jeff? How did  
25 that come about?

1 WITNESS: Well, actually, the decision to make -- to hire  
2 Jeff was based on -- we had someone who died,  
3 lead steward for the church, and for a few  
4 months, six, seven, eight -- I'm not sure how  
5 long -- that was -- that position remained  
6 vacant. Jeffrey had been volunteering for the  
7 church over a period of time. He was available,  
8 and so he started assuming that responsibility,  
9 and then the decision was made to pay him.

10 MR. SOLIS: About how much to pay him? Did the core group  
11 decision that? Did you decision that, how did  
12 the figure --

13 WITNESS: I'm not sure how that decision was made. I had  
14 very little to do with it. I'm not sure how it  
15 was made, how much to pay him. I think he  
16 negotiated that on his own.

17 MR. GAST: Who did he negotiate that with?

18 WITNESS: I have no idea. I don't -- that wasn't my  
19 decision.

20 MR. GAST: Was the steward who had died, was he paid? Was  
21 that a paid position?

22 WITNESS: Yeah, yeah. He was paid.

23 MR. SOLIS: Is Angelique a member of your family? Are you  
24 related to her?

25 WITNESS: Yeah. But I think that should be explained,

1    okay.  I have a younger brother, who is in  
2    California, and he's been in California for  
3    almost 20 years.  And I knew of I think two of  
4    his daughters, and he knew of two of his  
5    daughters.  And four or five years ago,  
6    Angelique's mother informed him that Angelique  
7    was his daughter, and so low and behold I became  
8    another uncle.  Alright.  And -- and so she is a  
9    relative, but she wasn't raised as a relative.  
10   She's a newly found -- newly discovered relative  
11   of mine and really a new, recently discovered  
12   daughter of my brother.  So --

13   MR. SOLIS: Okay.

14   WITNESS: Because the mother just informed him.

15   MR. SOLIS: Is she paid by the church?

16   WITNESS: No.  She's not paid by the church.

17   MR. SOLIS: Is she compensated in any way for her work?

18   WITNESS: I'm sure she is, but --

19   MR. SOLIS: She is compensated in some way?

20   WITNESS: I'm sure she is.  Right.

21   MR. SOLIS: Who is she compensated by?

22   WITNESS: I think that's a matter that she should -- she  
23   should reveal to you.  I'm not willing to start  
24   disclosing her private information to anybody at  
25   this point, you know.  It's her private



1 information.

2 MR. SOLIS: So you know whether she is compensated, right?

3 WITNESS: I'm pretty sure she's compensated. She

4 mentioned the fact that she's compensated.

5 Right.

6 MR. SOLIS: And when I asked you if she was compensated by

7 the church, you said no, correct?

8 WITNESS: No. She's not compensated by the church.

9 MR. GAST: Is she compensated for the work that she does

10 for the church?

11 WITNESS: I would think so. Yes. I think so. That's --

12 that arrangement is an arrangement that's

13 between her and the person who compensates her.

14 MR. SOLIS: Do you know who that person is who compensates

15 her?

16 WITNESS: I can't -- I don't want to reveal that because I

17 think that's between she and the -- and the

18 person who compensates her.

19 MR. SOLIS: Okay. You know, I have reached out to

20 Angelique, and we have tried to get more

21 information on how she's paid. And she decided

22 that she didn't really want to inform us of that

23 and inform us of documents and things like that.

24 So, you know, we don't have an understanding of

25 how Angelique is paid, and where she's paid, and

1 who pays her. So it's important that we get  
2 this information.

3 WITNESS: Well, I think, you know, and what we could --  
4 what -- Scott, if this is okay, we could try to  
5 talk with her attorney. She's doing this under  
6 the advice of an attorney. Alright. I think  
7 according to comments that I've heard, her  
8 attorney informed me that you have no -- and so  
9 I can't -- you can't ask me to violate her --

10 MR. SOLIS: Mm-hmm.

11 WITNESS: -- protections if her attorney of record is  
12 saying don't say it, you know. Don't do this  
13 and don't do this. So I think that our  
14 interaction has to be of a nature where you  
15 can't ask me to violate her -- her protections  
16 or whatever she wants, her position, if her  
17 attorney has advised her not to; that she don't  
18 have to disclose that information. I think  
19 that's the right position.

20 MR. SOLIS: Just so you're aware, you know, it's my job to  
21 inform our board that, you know, I asked you  
22 that question. You decided that for the reasons  
23 that you've stated that you don't want to answer  
24 it. So --

25 WITNESS: And I would express to you and your board that

1 if I or my attorney would have a discussion with  
2 her attorney, and if her attorney says okay.  
3 Angelique can reveal this information, then what  
4 I know about it, you know, I would be -- about  
5 who it is, I would be willing to share that, you  
6 know. Right now --

7 MR. SOLIS: Well, maybe we can talk about that.

8 MR. THOMAS: Sure. And we'd be happy to take another run at  
9 that and figure out if there's a way to produce  
10 some information for you that will be what you  
11 need. Obviously, there must be some sensitivity  
12 there.

13 MR. SOLIS: Okay.

14 MR. THOMAS: If we can find a way to work toward getting you  
15 information and protect confidentiality, if  
16 that's what's at issue --

17 MR. SOLIS: Right.

18 MR. THOMAS: -- we'll work on that for you.

19 WITNESS: And, Scott, I know your concentration to me has  
20 been, you know, answer the questions, but I just  
21 got to say this, okay. That I am taking the  
22 posture from the beginning of this that I want  
23 to be as cooperative with you as possible, and I  
24 think I've demonstrated that, okay. And so  
25 there's nothing that I am not willing to do to

1 help you along with this process. I respect  
2 what you're doing. I think you only doing your  
3 job. It's not easy. It's certainly created  
4 many issues for me personally. I know you're  
5 doing your job, so I'm willing to do all that I  
6 can.

7 But I can't violate. Her lawyer says  
8 don't do this and don't give them this  
9 information because you don't have to. Then you  
10 ask me to give the exact information. I think  
11 that would be disingenuous on my part, and I'm  
12 not willing to do that; but we'll work out a  
13 solution, but I want to be cooperative with you  
14 guys. I don't want -- I don't want you to get  
15 the idea that I'm not trying to work with you.

16 MR. SOLIS: I understand. I understand.

17 WITNESS: Because I respect you.

18 MR. GAST: We appreciate it.

19 MR. SOLIS: Has any other member of your family been  
20 employed by the church since you've been there?

21 WITNESS: No.

22 MR. SOLIS: I think I know the answer to this question, but  
23 are you paid by the church?

24 WITNESS: No, no.

25 MR. SOLIS: Have you ever been paid by the church?

1 WITNESS: No.

2 MR. SOLIS: I want to move on to your campaign committee,  
3 Citizens for Rush.

4 WITNESS: Alright.

5 MR. SOLIS: When Citizens for Rush makes donations, for  
6 example, to the church --

7 WITNESS: Mm-hmm.

8 MR. SOLIS: -- who makes the decision to make those  
9 donations?

10 WITNESS: Well, the treasurer, myself, and Mrs. Rush.

11 MR. SOLIS: For each donation that's made, all three of you  
12 would consult each other?

13 WITNESS: Yeah. We're all involved in that process.  
14 Right.

15 MR. SOLIS: And the committee has made donations to Beloved  
16 Community Christian Church?

17 WITNESS: Yes, they have.

18 MR. SOLIS: The process of how that works, do you cut a  
19 check from the campaign committee and present it  
20 to Angelique? Could you walk me through how a  
21 donation to the church would work?

22 WITNESS: Well, Angelique has not always been there, okay.  
23 So -- but for the time that she's been there, I  
24 think that's probably what would happen. They  
25 would cut a check to the church, and, as I

1 recall, most of the time, the check is given to  
2 Angelique; and she's made a deposit, you know.

3 She makes the deposits for the church.

4 MR. SOLIS: Okay.

5 WITNESS: Let me think now. The (inaudible) -- I can't  
6 think of anybody else other than Angelique who  
7 has made deposits for the church.

8 MR. SOLIS: Does the -- does your campaign committee make  
9 donations to other entities besides the Beloved  
10 Community Christian Church?

11 WITNESS: Sure.

12 MR. SOLIS: Like who?

13 WITNESS: Oh, man.

14 MR. SOLIS: I'm going to move this recorder up a little bit.

15 WITNESS: Over the years we have a number -- I couldn't  
16 even name all the churches that we -- and  
17 organizations, 501(c)(3) organizations that  
18 we've made contributions to in line with most  
19 members of Congress. We just make contributions  
20 to churches.

21 I've made -- I'm -- I don't want to  
22 add any kind of superlatives, but I am a believe  
23 -- a strong believer in my faith. I'm a man of  
24 faith, and I not only make contributions from my  
25 campaign committee to the church; but I tithe

1 out of my own income, and I go over and beyond  
2 the call of duty to make purchases for the wife.  
3 My wife, when she was able to, she's make  
4 purchases for the church.

5 So the church is really a beneficiary  
6 of not just campaign contributions but my  
7 personal income. And so I'm -- and that's based  
8 on -- all of this derives from my absolute --  
9 more than 100 -- I'm totally committed to my  
10 faith, okay, totally committed to my faith. And  
11 so out of the resources I get, then I make  
12 contributions to the church because I believe  
13 sincerely that the source of every resource is  
14 my father in heaven. And so, therefore, I  
15 believe in circulating. And so you give and you  
16 get. So out of my personal income, I'm probably  
17 the number one tither in the church.

18 MR. SOLIS: When the campaign committee decides to make a  
19 donation to the Beloved Community Christian  
20 Church, why is it? Is it for a specific bill  
21 that's owed, or how do you -- how do you decide?

22 WITNESS: It really depends. Primarily, it may -- the  
23 church might be in need, but it really depends,  
24 you know.

25 MR. SOLIS: So sometimes it might be a general just

1 donation, and sometimes it might be for a  
2 specific?

3 WITNESS: Most of the time it's for a bill or an  
4 obligation that the church has that really its  
5 back is up against the wall, most of the time.  
6 I'd say most of the time. I don't want to  
7 (inaudible), but an overwhelming majority of the  
8 time, the church is up against the wall.

9 MR. SOLIS: Have you made any donations to the church in  
10 2014 -- has the campaign committee, excuse me?

11 WITNESS: No.

12 MR. SOLIS: What about 2013?

13 WITNESS: I can't recall.

14 MR. SOLIS: I have a document I want to show you. This is a  
15 public document. It's an FEC form, and it's  
16 corresponding to your campaign committee. And I  
17 basically included, the first page there is the  
18 cover page, you know. It says Citizens for  
19 Rush. This is the October 15th quarterly report  
20 for 2013 for Citizens for Rush.

21 And on the second page I've just taken  
22 one of the pages from the itemized disbursements  
23 section of that report, and in the middle you'll  
24 see Beloved Community Christian Church donation;  
25 and you'll see the amount is for \$2,100, date of



1 disbursement July 23, 2013. Do you recall that  
2 specific donation?

3 WITNESS: No. No, I don't.

4 MR. SOLIS: Do you know if that would have been for a bill  
5 that was due or some other obligation?

6 WITNESS: I don't -- I don't recall that at all.

7 MR. SOLIS: Would Sheila and maybe Mrs. Rush been involved  
8 in making that donation?

9 WITNESS: Probably.

10 MR. THOMAS: Would you let me interject --

11 MR. SOLIS: Sure.

12 MR. THOMAS: -- and provide some guidance. I think you'll  
13 recall when you interviewed Sheila, she  
14 mentioned that she had recently come across a  
15 transaction because she was trying to pull  
16 together information to help everybody figure  
17 out --

18 MR. SOLIS: Right.

19 MR. THOMAS: -- what payments had been made from the campaign  
20 committee to the church. And she discovered  
21 that one of the transactions she had recorded as  
22 a contribution to the church turns out it was a  
23 check that was for the Beloved Community Family  
24 Services Organization. If I'm not mistaken --  
25 we can double check this with Sheila, but I'm

1 recalling specifically she said this is the  
2 transaction --

3 MR. SOLIS: Okay.

4 MR. THOMAS: -- that was misreported, and she has filed an  
5 amendment to try to clarify the mistake to  
6 Beloved Community Family Services.

7 MR. SOLIS: Alright. Well, that kind of clears that up then  
8 I suppose.

9 WITNESS: Okay.

10 MR. SOLIS: Do you recall that being made to the Beloved  
11 Community Family Services?

12 WITNESS: No, I don't.

13 MR. GAST: Do you know if she's made that amendment  
14 already?

15 MR. THOMAS: I believe she has.

16 MR. GAST: Okay.

17 MR. THOMAS: I believe she has.

18 MR. GAST: Okay.

19 MR. THOMAS: She told me she had. So --

20 MR. GAST: Alright.

21 MR. SOLIS: I want to, just real quickly, go back to when I  
22 asked you about, you know, when you want to go  
23 get donations for the church. You want to talk  
24 to people, businesses in the community about  
25 that. Before you would do that, did you ever

1 spoken (sic) to the Committee on Ethics about,  
2 you know, can I get some guidance on soliciting  
3 for a donation to the church? Do you know if  
4 you've ever done that?

5 WITNESS: Honestly, I know I talked to Ethics about the  
6 campaign committee. I think that I -- I'm not  
7 sure about this, but I think that I've asked  
8 them could I raise money for the church. And I  
9 believe that --

10 MR. SOLIS: Can I ask you to speak up?

11 WITNESS: Yeah. I think that I have asked them can I  
12 raise money for the church, and they said --  
13 they gave me the okay to raise money for the  
14 church.

15 MR. SOLIS: On the specific issue of, you know, when you  
16 want to talk to ComEd, you want to talk to  
17 Comcast or somebody?

18 WITNESS: Well, those are not the only ones that I talk to  
19 about it.

20 MR. SOLIS: Right, right. I'm just saying, for example.

21 WITNESS: Right. So I seen that I've asked them can I  
22 raise on my own on behalf of the church as a --  
23 and they said as a pastor of the church, I could  
24 raise money for the church. Alright. But as a  
25 Congressman, as long as I don't use official --

1 any official space or any official -- any  
2 stationary, phones, or any -- you know, I could  
3 raise money as long as I don't use any  
4 governmental support or equipment. I mean, I'm  
5 authorized to do that. That's what I believe  
6 they told me. Yeah.

7 MR. SOLIS: Do you recall when you might have done that?

8 WITNESS: Oh, man, no. It's been such a long time. No.  
9 I don't recall the date and time of that. I'll  
10 tell you. I speak low anyway, alright, and so  
11 that's compounded with the fact that I've had  
12 the cancer and the operation on my (inaudible)  
13 gland. So as a low speaker, and then I'm having  
14 this throat problem, I speak low anyway. So I'm  
15 -- I'm trying to raise the volume of my -- I  
16 can't do that now.

17 MR. THOMAS: I'll just say Chicago Bulls.

18 WITNESS: Oh, yeah. Alright. Alright.

19 MR. SOLIS: What about -- what about Mrs. Rush? Has she  
20 ever solicited donations for the church?

21 WITNESS: She may have, you know. I couldn't say. She --  
22 family members, I don't think she's ever -- I'm  
23 almost certain that she's never asked any  
24 corporation to contribute to the church, unless  
25 it was a community corporate. I don't think she

1 -- no. She don't -- well, she will ask friends  
2 and family members, you know, that I know of.

3 MR. SOLIS: What corporations do you recall talking to about  
4 donations to the church?

5 WITNESS: Comcast, ComEd, AT&T probably, SBC.

6 MR. THOMAS: Don't guess.

7 WITNESS: Don't guess? Alright.

8 MR. THOMAS: Only what you recall.

9 WITNESS: Let me stop. Alright. I don't want to guess,  
10 but let me tell you what the general response  
11 that I've got from corporations. They don't  
12 donate to religious organizations or for  
13 religious purposes. That's been the response,  
14 and that's kind of chilled me in terms of asking  
15 them to make contributions to the church. They  
16 don't donate for religious purposes.

17 And as a matter of fact, I'm guessing  
18 -- I would not even say that Comcast or ComEd  
19 because I don't -- you know, I'm saying them  
20 because you said it, but I'm not certain that  
21 they've done it, alright, because most  
22 corporations will say we don't contribute to any  
23 religious institution for religious purposes,  
24 alright. And normally those kind of  
25 contributions -- a lot of them will say that.

1 So I don't want to guess on this, you know.

2 MR. SOLIS: Do you know why they would have made donations  
3 to the church if their typical practice is not  
4 to give to religious entities?

5 WITNESS: Well, you go to be more --

6 MR. THOMAS: He has never said they did though.

7 MR. SOLIS: Right. So I'm -- as far as I know, they did at  
8 varying points. So my question is if, you know,  
9 you're saying the response back from these  
10 companies is we don't typically do that for  
11 religious organizations. I'm wondering then  
12 why, in fact, did they make donations?

13 WITNESS: Well, then where we are is that I don't know  
14 specifically. I can't say. I don't have a list  
15 in front of me. You had the opportunity to look  
16 over, and I haven't. So I don't know what -- I  
17 don't know whether or not Comcast or  
18 Commonwealth Edison, whether or not they've  
19 actually made a contribution to the church, but  
20 I know that there are a lot of organizations who  
21 have, when I've asked, may or may not have asked  
22 -- who I have asked, they have said, "Well, we  
23 don't make contributions for religious  
24 purposes."

25 MR. SOLIS: Okay.

1 WITNESS: If I had a list, then maybe I could say, yeah.  
2 This one, you know, obviously they didn't take  
3 that position. Alright.  
4 MR. SOLIS: Okay. I want to talk specifically about ComEd  
5 because, you know, I had a chance to speak with  
6 them, and if you recall in 2010, the church had  
7 some issues with a bill, an overdue bill; and  
8 they cut service to the church. They cut  
9 electrical service. Do you recall that?  
10 WITNESS: In terms of this church, that probably is an  
11 annual event, okay. So now if you're saying  
12 2010, I don't want to guess, but I could  
13 probably -- what's that phrase that you lawyers  
14 -- I can stipulate.  
15 MR. THOMAS: That you'll stipulate for the record.  
16 WITNESS: I'm just saying, man, this church is --  
17 MR. SOLIS: Alright. Okay.  
18 WITNESS: It's not unusual. It would not be unusual.  
19 MR. SOLIS: Okay.  
20 WITNESS: Alright. It would not be unusual.  
21 MR. SOLIS: Well, I'm asking about that 2010 event, and,  
22 again, the best you can remember. As far as I  
23 understand it, the power was cut in July because  
24 of a delinquency. A couple days later they  
25 turned the power back on because Comcast -- I'm

1    sorry; excuse me -- ComEd was given a check, a  
2    fairly large check for \$17,900.  And I'm  
3    wondering if -- does that help jog your memory  
4    at all?

5    WITNESS: No.

6    MR. SOLIS: Okay.

7    WITNESS: No.  And the reason why is because this is a big  
8    building with a little crowd, alright.  That  
9    would not jog my memory.

10   MR. SOLIS: Do you know who the Oxford Media Group is?

11   WITNESS: No.

12   MR. SOLIS: That seems to be the source of the check.  They  
13   wrote a check to Comcast to turn the lights back  
14   on, and I'm wondering what you know.

15   WITNESS: Can you tell me -- I don't know who the Oxford  
16   Media Group is.  Can you tell me more about it?

17   MR. THOMAS: Oxford Media Group.

18   MR. SOLIS: Oxford Media Group, right.

19   WITNESS: I have no idea who they are.

20   MR. SOLIS: Do you recall if you asked them for a check?

21   WITNESS: I don't know who they are.  I don't know who the  
22   Oxford Media Group is.

23   MR. SOLIS: I want to move on to Beloved Community Family  
24   Wellness Center.

25   WITNESS: Alright.



1 MR. SOLIS: Has the church ever made a donation to them?

2 WITNESS: I doubt it, but I can't recall whether or not it

3 had or not.

4 MR. SOLIS: What about your campaign committee, Citizens for

5 Rush? Have they ever made a donation to the

6 Wellness Center?

7 WITNESS: I doubt it, but I can't absolutely say no.

8 MR. SOLIS: Have you ever asked for donations to the

9 Wellness Center?

10 WITNESS: No.

11 MR. SOLIS: And Kacy, your daughter, she sits on the board

12 there, right?

13 WITNESS: Right.

14 MR. SOLIS: Okay. What about Beloved Community Family

15 Services Organization? Same questions. Has the

16 church ever made a donation to them?

17 WITNESS: I can't recall, but I would probably say no.

18 MR. SOLIS: Citizens for Rush?

19 WITNESS: Same answer.

20 MR. SOLIS: Same answer? Is that --

21 WITNESS: Right.

22 MR. SOLIS: Have you ever solicited donations to the Family

23 Services Organization?

24 WITNESS: Have I ever -- I have asked Comcast. They

25 started doing computer clinics or computer

1 programs, and I asked them when they considered  
2 -- and you might call it solicitation. But I  
3 don't think -- it's not in there. Beloved  
4 Community Family Wellness Services, they  
5 submitted a grant to Comcast, and they got  
6 awarded a grant. Now, did I ask them to do  
7 that? No. This was a competitive grant, but  
8 did I ask them directly to -- to give that money  
9 to them? No.

10 MR. THOMAS: And just to be clear because I think you  
11 mentioned two, Wellness and Family Services in  
12 the same reference.

13 WITNESS: Oh, yeah.

14 MR. THOMAS: You asked about --

15 MR. SOLIS: Family Services.

16 MR. THOMAS: -- raising monies for Family Services. So the  
17 question is do you recall ever raising any funds  
18 for Family Services? Was that Comcast example  
19 that you just gave about helping --

20 WITNESS: No. Let me just say. I was answering this  
21 question. Then I -- you know, I'm thinking at  
22 the same time. I realized that it was not any  
23 direct appeal from me to give them any -- with  
24 this program, to give them any money. This was  
25 a meeting process, and it wasn't Comcast

1 (inaudible). I told them. They said we should  
2 apply for this, but I had no immediate or direct  
3 involvement in whether or not they received the  
4 grant for this computer enhancement program at  
5 the -- at the Community Family Services.

6 MR. SOLIS: I'm going to take a one-minute break here and  
7 turn off the recorder.

8 WITNESS: Mm-hmm.

9 END OF AUDIO FILE

10 MR. SOLIS: Okay. We are back for the --

11 WITNESS: If I can --

12 MR. SOLIS: Yes.

13 WITNESS: It seems to me that this inquiry is kind of  
14 focused a lot on solicitation, alright, and my  
15 solicitation as a member of Congress. There's  
16 some things I want to specify here. Number one,  
17 I want to reiterate, I never use federal or  
18 Congressional resources in terms of  
19 solicitation. To my knowledge, if, in fact, any  
20 -- I've never solicited any monies for any  
21 entity, those that you are inquiring about or  
22 any other entity that I might be asked to raise  
23 money for that I know that have a matter before  
24 the Congress, alright, at the time of  
25 solicitation or any time within the interim time

1 of that solicitation. That's number two.

2 And number three, most of the  
3 solicitation that occurred have been general  
4 solicitations. They've never been solicitation  
5 of this one or that one. So I've never actually  
6 been part of a general solicitation. So these  
7 are the things that I really want to emphasize.

8 MR. SOLIS: We appreciate that. You know, I previously  
9 asked you about the Beloved Community Family  
10 Services Organization, Beloved Community Family  
11 Wellness Center. With the Family Services  
12 Organization, is Mrs. Rush in any way affiliated  
13 with them?

14 WITNESS: Yeah. She's on the board, and about maybe a  
15 year or so prior to her being hospitalized,  
16 being seriously ill, she became the chairman of  
17 the board because the chairman of the board, who  
18 is still on the board, resigned as chairman of  
19 the board. So she -- they just traded  
20 positions.

21 MR. SOLIS: I want to move on now to the rental space or the  
22 space at 3361 South Martin Luther King Drive.  
23 You know, you and your attorney, Scott, provided  
24 some letters to us and some documents relating  
25 to that space, and I know in the letter that

1 both of you signed on to, you described it and  
2 talked about the use of it. But I still wanted  
3 to go over and have you talk about, you know,  
4 how you use it, how it came to be, and kind of  
5 the history of it.

6 WITNESS: Well, it's certainly not in the condition that  
7 it was in when we first leased the space.

8 MR. SOLIS: And I should say I appreciate you letting us in  
9 to take a look at it.

10 WITNESS: Yeah. So you see it's really just a hole in the  
11 wall.

12 MR. SOLIS: Well, we got a sense of --

13 WITNESS: Yeah. That shopping center at one time was a  
14 very vibrant shopping center, and when I became  
15 a member of the City Council, I moved from the  
16 second floor of a three-story apartment building  
17 into that office, okay. And we had to build it  
18 out because it was abandoned and vacant, so we  
19 had to build it out.

20 And so it became a Ward office, my  
21 Aldermanic office. We call it a service office,  
22 and then after I -- we didn't really campaign  
23 out of that office. That office you could not  
24 run campaigns out of a City Hall -- your  
25 Aldermanic office. When I was an Alderman, I

1 never did run any campaigns out of that office.  
2 It was my Aldermanic service office.  
3 Then when I became a member of  
4 Congress, that office -- because I was a Ward  
5 Committeeman, we started having meetings in that  
6 office and Ward meetings, political Ward  
7 meetings. And Committee Chicago is based on --  
8 it's Ward politics, okay. And so if you're  
9 involved in Ward politics, you got to have a  
10 place where your precinct captains could meet,  
11 where your precinct captains could conduct their  
12 business, and you have regular Ward meetings.  
13 So we did that for a few years.

14 I became a member of Congress. That  
15 office -- I'm still a Ward Committeeman. I'm  
16 still a Ward Committeeman. I was a Committeeman  
17 up until a few years ago. I can't remember  
18 when.

19 And I'm a state party official,  
20 alright, and because I'm a pretty high profile  
21 elected official in the state and (inaudible),  
22 you know, you see people with a lot of  
23 personalities and people. And I got -- and so I  
24 supported a number of candidates. That office  
25 was used primarily for meeting with those

1 candidates, me gathering material from those  
2 candidates, me circulating material for those  
3 candidates, and that was all the way up until,  
4 you know, I'd say six, seven years ago, maybe  
5 longer. And right now it just mostly sits  
6 there.

7 It used to until the last two or  
8 three, last three or four years old timers would  
9 gather there on a Tuesday, Tuesday night for the  
10 most part, and come in. We'd watch election  
11 returns and tell war stories, alright. And, you  
12 know, turn the TV on. So it was more like a  
13 place, a watering hole or a place where old  
14 timers get together and kind of just shoot the  
15 breeze.

16 It was -- I've never -- I haven't ran  
17 a campaign out of there in memory. I  
18 (inaudible) memory, alright, even -- even when I  
19 was a member of the City Council. I didn't run  
20 campaigns out of that office, alright.

21 MR. SOLIS: When did you move into that office?

22 WITNESS: Oh, man, I don't remember, Paul. I really  
23 don't.

24 MR. SOLIS: 1989?

25 WITNESS: It may have -- it could be. I don't know. I

1 just don't remember.

2 MR. SOLIS: I did happen to come across a copy of the lease.

3 WITNESS: Okay.

4 MR. SOLIS: You know, you provided us with information on

5 the management company.

6 WITNESS: Right.

7 MR. SOLIS: I did contact them, and they reached out and

8 provided us with that. This is Bates No. D&K

9 001 all the way to 024, and there's a copy for

10 you.

11 WITNESS: Okay.

12 MR. SOLIS: You taking a look at this Scott.

13 MR. THOMAS: This is 24 pages?

14 MR. SOLIS: Yeah, yeah.

15 WITNESS: 1989, okay.

16 MR. SOLIS: And if you notice there on the first page, it

17 does say 1989. Do you remember this lease? Do

18 you recall that document?

19 WITNESS: No. No, I don't. But let me see.

20 MR. SOLIS: I believe on the last -- I believe on the last

21 page is your signature. Is that your signature?

22 WITNESS: That's my signature, right, but I don't recall

23 the -- no. And I certainly didn't read it.

24 MR. SOLIS: Well, I think it was signed a long time ago.

25 WITNESS: I didn't read it. So --



1 MR. THOMAS: We will stipulate this is a valid lease though.

2 MR. SOLIS: But that is your signature, right?

3 WITNESS: Yeah.

4 MR. SOLIS: Okay, okay. You know, at the time you will see  
5 it says, Bobby Rush, an individual.

6 WITNESS: Mm-hmm.

7 MR. SOLIS: And I don't know if you came up with that  
8 language or the landlord did --

9 WITNESS: No. It certainly not me because I would have  
10 used my middle initial. I use my middle initial  
11 on all my official documents. So this -- I  
12 didn't come up with this writing.

13 MR. SOLIS: Was this leased to you by the terms of this  
14 lease, and, again, to the best of your  
15 recollection, was this leased to you as Bobby  
16 Rush?

17 WITNESS: No.

18 MR. SOLIS: Or Bobby Rush, the Alderman?

19 WITNESS: Yeah. This office was used as my Aldermanic  
20 office, and this office was -- this lease was --  
21 had to be through the -- with the approval of  
22 the Corporation Counsel, City of Chicago. And  
23 it was for the purposes of me maintain a ward  
24 office, Aldermanic office in my -- in my ward  
25 for my constituents to be able to come and meet

1 with me in the -- in the ward.

2 So I had no -- I would have no  
3 interest nor need to have an office leased to me  
4 for any personal thing. So this was -- and this  
5 had to be, as far as I can recall, any lease  
6 that where the city funds were being used, had  
7 to have the approval and authorization of the  
8 City Council as such.

9 So I'm not sure what -- what the  
10 little technicalities are here, but I would not  
11 have --

12 MR. SOLIS: And the landlord is on the back. I'm wondering  
13 if you recall that person.

14 WITNESS: No. I don't recall them. On the back?  
15 Landlord, Ligamentos Associates (phonetic)  
16 Associates or Paul Dasso?

17 MR. SOLIS: Paul Dasso.

18 WITNESS: I don't remember him.

19 MR. THOMAS: D-a-s-s-o.

20 WITNESS: No. I don't remember him at all.

21 MR. SOLIS: Have you been at the -- you've had sort of your  
22 stuff there I guess since 1989. Have you ever  
23 had a point where you were out of the office and  
24 then moved back in? Have you been in there  
25 since 1989?

1 WITNESS: When you say have I been there since -- have I  
2 had some control over the office?

3 MR. SOLIS: Right.

4 WITNESS: Yeah. I've had some control. I've got keys to  
5 it. Right.

6 MR. SOLIS: And that's been continuous since 1989?

7 WITNESS: That I recall. Yes.

8 MR. SOLIS: Okay. How -- I think you touched upon this a  
9 minute ago, but how has the use of the space  
10 changed from when you first -- you first started  
11 until like today?

12 WITNESS: It was -- it was an office that was used  
13 initially six days a week, average 9, 10 hours a  
14 day to an office that's used almost never now.  
15 I think you probably -- the last time you were  
16 in that office was probably the first time  
17 anyone has stepped foot in the office in months.

18 MR. SOLIS: You know the last time you were there?

19 WITNESS: The last time I was in the office I think was  
20 when I showed Scott the office. I came by --

21 MR. THOMAS: Cold, snowy day.

22 WITNESS: Yeah. The office that (inaudible) was kind of -  
23 - also I want to emphasize that even the  
24 lettering on the door, you know, indicating that  
25 this was a second ward democratic party office,

1 you know. That's how it was identified. That's  
2 how it was used for the most part, you know.  
3 That's what it was, and it's not even used at  
4 all anymore.

5 MR. SOLIS: What about the last -- focus on the last, let's  
6 say, six, eight years? Let's say back in 2007,  
7 2008. What was it used for back then?

8 WITNESS: There were -- I recall, for the most part, the  
9 continuous use of that office had been for  
10 something called Hope and Healing and for a  
11 couple years, about 18 months, that Hope and  
12 Healing, which was a program for at-risk use,  
13 they used that office for about 18 months  
14 straight. Other than that, that office has been  
15 very, very rarely and infrequently used for any  
16 purposes, alright. And so my direct  
17 involvement, my direct use of that office over  
18 there, it has been more or less to interview  
19 candidates. If someone were a candidate for a  
20 judge or a candidate for another office, they  
21 want to meet with me to solicit my -- my  
22 support. I tell them, "Well, meet me in the  
23 hole on 35th Street." Okay. And that's the  
24 political office, alright.  
25 MR. THOMAS: What did you call it?

1 WITNESS: The hole on 35th Street. Meet me over there,  
2 alright, and --

3 MR. SOLIS: You call it your -- you call it a political  
4 office?

5 WITNESS: Yeah. Political office, and by political I mean  
6 that it's strictly used as -- as a function of  
7 my State Central Committeeman, or during that  
8 period of time, my Alderman and State Central  
9 Committeeman function as a party function.  
10 That's when -- when I say political, I'm  
11 strictly talking party functions now.

12 MR. SOLIS: Have you ever used that space to make a phone  
13 call for funds for Citizens for Rush, for  
14 example?

15 WITNESS: I can't recall. I doubt it.

16 MR. SOLIS: Does Sheila sometimes go in there and use it?

17 WITNESS: On Election Day. She's been -- Sheila was  
18 trained as an Election Day coordinator, and  
19 other than being a CPA, I think she -- Sheila is  
20 one of the ones who like to congregate there on  
21 Election night because she like to step up shop,  
22 turn her computer, get the returns in, and  
23 that's what she likes to do, alright.

24 MR. SOLIS: When you say "Election night," do you mean  
25 Election night for when you win an election as a

1 member of Congress?

2 WITNESS: No. Most of the time -- I don't really want to  
3 come off like this, Paul, but I haven't had a  
4 contested race since 2000.

5 MR. SOLIS: Right.

6 WITNESS: Okay. So I don't have that kind of competition  
7 on Election Day. And going to knock on wood,  
8 you know. I don't have that kind of -- so it's  
9 always been on behalf of others. It's never  
10 been on my behalf, and especially since me  
11 stopped being a Ward Committeeman. Since I  
12 stopped being a Ward Committeeman, then there  
13 was no need to have that office. There really  
14 was no need to have that, you know, except, you  
15 know, sometimes my State Central Committeeman  
16 responsibilities. I might exercise some of  
17 those out of that office, but I don't need that  
18 office.

19 I don't know if I should say this, but  
20 that office would be abandoned, bigger than  
21 abandoned now had it not been for this story in  
22 the Sun Times and the subsequent inquiry. I  
23 would have -- and my wife's illness. Those are  
24 the two things that have prevented me from  
25 vacating that office because it's just not --

1 it's something that's not needed. It's not a  
2 sixth finger on a hand. It's not needed.

3 MR. SOLIS: So when you talk about that it's a political  
4 office, that you interview candidates for  
5 running for state office.

6 WITNESS: Well, not state office. It could be -- it could  
7 be a local office. I think Christian Mitchell.  
8 I interviewed him in that office when he first  
9 ran. I interviewed some judge candidates in  
10 that office, but I don't -- I don't -- you know,  
11 it has no -- very little use for me practically.

12 MR. SOLIS: Is that the only business you conduct in that  
13 office is --

14 WITNESS: That's the only business I conduct in that  
15 office, yes, the only business.

16 MR. SOLIS: Any business related to Citizens for Rush or  
17 your election to the House of Representatives?

18 WITNESS: That I'm aware of, now -- yeah. That I'm aware  
19 of, alright. There might be some election  
20 material around there, Citizens for Rush, Rush  
21 for Congress. I think on the windows there's  
22 some Obama Rush materials (inaudible), but it's  
23 not -- it's not central to anything, alright. I  
24 just have not had that kind of campaign.

25 MR. SOLIS: Who is the landlord of the space?

1 WITNESS: As far as I know, notwithstanding what's on this  
2 lease, Draper and Kramer. Those are the only  
3 ones I've ever known that I --

4 MR. SOLIS: Do you speak with individuals from that company?

5 WITNESS: More recently as a result of your inquiry, but  
6 prior to that I had one conversation with a  
7 lady. I don't remember her name. And she said,  
8 "Well, can I have access to this office because  
9 I want to -- I might have some people who  
10 potentially -- nobody right now, but potentially  
11 I might meet some people who might want to look  
12 at it." And I'm like, "Sure."

13 MR. SOLIS: What are the terms of the agreement to stay  
14 there? Do you pay rent?

15 WITNESS: No. I haven't paid any rent at all, nor have I  
16 been asked to pay any rent.

17 MR. SOLIS: Okay. If a notice on that -- on that least, you  
18 know, there is mention of rental, you know,  
19 payment to be expected. There's a figure there  
20 for \$527 and some other figures there for the  
21 rent that should be paid or could be paid. I'm  
22 wondering when you first signed that lease  
23 document, what were your expectations then about  
24 --

25 WITNESS: I had no idea that I would ever run for



1 Congress. As a matter of fact, that was the  
2 furthest thing from my mind was being a member  
3 of Congress. I mean, all politics is local and  
4 -- at the time that, that office was leased, I  
5 thought that running for Congress would have  
6 been a demotion from being on a member of the  
7 City Council, alright. We looked disparaging  
8 upon people who went off to Washington and  
9 didn't deal with the issues, local issues of the  
10 day, alright.

11 And so when I rented this spot, I  
12 never had no idea that I would be in Congress,  
13 never had any thought, never had any desire to  
14 be in Congress.

15 MR. SOLIS: Did you think that you would have to pay rent  
16 back in 1989 when you first moved in?

17 WITNESS: Sure.

18 MR. SOLIS: And why didn't you pay any rent?

19 WITNESS: Well, because at the time that I rented that  
20 office it was for my -- to conduct my Aldermanic  
21 responsibilities, and a part of that there,  
22 there was an expectation on my part that we  
23 would -- that this is a part of having this  
24 office. You got to pay for it, but the use of  
25 that office has diminished so much that it's

1 really been something that hadn't even occurred  
2 to me.

3 Then I never got any communications at  
4 all, you know. Nobody said we demand payment  
5 for this, and I always assumed that they wanted  
6 me there because I served some -- I served a  
7 certain -- me being present there was a benefit  
8 to them because other than the place would have  
9 been abandoned, although it was abandoned; but  
10 at least I had a sign there.

11 And I really -- and I really never  
12 felt as though Citizens for Rush had an  
13 obligation to pay that because Citizens for Rush  
14 never used that office. My State -- me being  
15 the State Central Committeeman and the Ward  
16 Committeeman, and there was no funds for the  
17 Ward Committeeman. There was no Aldermanic.  
18 You had to raise money for a Ward Committeeman.

19 MR. SOLIS: What about those two organizations, you know,  
20 the ward operations and the State Committeeman  
21 operations? Did you feel that you had to pay  
22 rent from one of those two entities?

23 MR. THOMAS: You being?

24 MR. SOLIS: You know, as the sort of de facto operator of  
25 the State Committeeman committee.

1 WITNESS: I probably would have felt that had someone said  
2 to me that you're in violation of a lease, and  
3 that we demand payment for this. But, again,  
4 there was no notice, and when I became a member  
5 of Congress, I didn't even focus on -- did  
6 rarely, rarely use it only for those activities  
7 that I've mentioned. Very, very rarely used it.  
8 Very, very infrequently used it, didn't have a  
9 staff there, and was more concerned about my  
10 Congressional office than I was that office,  
11 which was, at most, axillary to my ongoing  
12 (inaudible), alright. And I really didn't feel  
13 as though the Citizens for Rush had any  
14 responsibility nor any obligation to pay -- to  
15 pay for the office.

16 And, again, I would never -- you know,  
17 I come from a poor family, and my mother --  
18 raised by a single mother with five children.  
19 My mother moved around a lot, so I'm very much  
20 aware of how, if you got to pay rent, that what  
21 the process is. When you're poor, you  
22 understand how that works. You got to get a  
23 five-day notice, and you got to get -- then you  
24 got about 30 days before you go before court  
25 before a judge, and then you got to be evicted.

1 I never got any kind of notice, written or oral  
2 notice demanding any payment or anybody that I  
3 know of for that office.

4 So, you know, I wouldn't even call it  
5 -- at most, it's an oversight, but I wouldn't  
6 even call it an oversight because I just didn't  
7 honestly feel as though those -- this lease  
8 agreement was applicable, alright. It was not  
9 applicable. And I don't -- because I'm sure it  
10 says somewhere in the lease agreement, if you  
11 don't pay within a certain amount of time, then  
12 notice will be given for you. Then you have,  
13 you know, the court proceeding, but that never  
14 occurred, alright.

15 And so I'm just -- I'm just trying to  
16 figure out how -- you know, I want to emphasize  
17 that at no time do I think that Citizens for  
18 Rush was obligated to pay a dime there, at no  
19 time, alright.

20 And after the Sun Times did their  
21 smear job on me in their reporting,  
22 sensationalized report, which I'll address at  
23 some point in time, then I indicated to Sheila  
24 that they said that we owe that. So stipulate  
25 that on the report if that's -- you know, only

1 for that purpose that we stipulate on.

2 But I felt -- I felt no obligation,  
3 and I still feel -- there was no obligation to  
4 pay, alright, because that whole row is vacant.  
5 It's been vacant in a real -- it's right next  
6 door to the service area of a maintenance  
7 (inaudible). Trucks all in there all the time  
8 for the most part, garbage all over. There are  
9 rats running all over the place, alright. And  
10 my own grandson was robbed right in front of  
11 that office because the office was closed about  
12 5 o'clock in the evening because he (inaudible).  
13 One evening he was robbed right there in front  
14 of it, alright.

15 So it's because it was abandoned,  
16 vacant, lifeless, very little value, you know,  
17 and so I really didn't feel -- and, again, for  
18 the life of me, I really wish I could tell you  
19 that I felt obligated I should have paid the  
20 rent, but I still don't feel obligated to pay  
21 notwithstanding what this said. The landlord,  
22 Draper and Kramer, who I knew, who I'm familiar,  
23 they felt no obligation to collect the rent.  
24 It's just -- that's how abandonment going on.  
25 They abandoned it and so did I.

1 MR. SOLIS: You said a little bit earlier that you felt that  
2 it was a benefit potentially to Draper and  
3 Kramer because you were there, and, you know,  
4 you're keeping some life into that section of  
5 units. What makes you say that? What makes you  
6 think that it was a benefit to Draper and  
7 Kramer?

8 WITNESS: Because my name was on the door.

9 MR. SOLIS: Did they ever say that to you?

10 WITNESS: I have -- I haven't -- until maybe a year or two  
11 ago, it was years before I talked to anybody  
12 from Draper and Kramer, alright. I mean, it was  
13 years before I talked, and I certainly didn't  
14 talk to any of the principals who I dealt with  
15 when I first moved into that office, alright.  
16 But it was years ago, years.

17 As a matter of fact, right now I'm  
18 wondering is Draper and Kramer still in  
19 existence, okay.

20 MR. SOLIS: They are.

21 WITNESS: Okay. But I don't -- you know, they used to be  
22 at 33 West Monroe. Are they still there?

23 MR. SOLIS: I'm not certain.

24 WITNESS: Alright. I don't -- I don't -- I don't know,  
25 again, it's so remote, and so far, and such a

1 long time ago, I haven't -- you know, the people  
2 I know, everybody leave, Ned and (inaudible).  
3 But I just -- I don't know. I really don't  
4 know.

5 MR. SOLIS: You mentioned that you heard from a woman at  
6 Draper and Kramer a while back, and she was  
7 talking about could somebody come through. And  
8 -- and I wanted to show you a letter dated March  
9 6, 2012, and it's Bates numbered LMSC025. And  
10 it's addressed to you, and it's from Dee Wells,  
11 Property Manager. I apologize for the faintness  
12 of the font. Let me know if you have any  
13 trouble reading it.

14 WITNESS: No. I don't have any trouble reading it. I  
15 think this -- what are you asking me about?

16 MR. SOLIS: So, first of all, do you recall receiving this  
17 letter?

18 WITNESS: No.

19 MR. SOLIS: Okay. Would this letter correspond then with  
20 what you told me that she had contacted you to  
21 have somebody come in?

22 WITNESS: Yeah. The spirit of the letter does. The  
23 wording of the letter is not totally the same.  
24 She just -- she didn't mention all this. She  
25 just said, "If I have perspective tenants, I

1 would like to be able to show it to them. So,  
2 therefore, can I have a key?" "Of course you  
3 can have a key," alright. But I didn't give a  
4 key, and I never heard from her --  
5 MR. SOLIS: Okay  
6 WITNESS: -- before or after that.  
7 MR. SOLIS: The first line, it says, "I emailed Rosemary  
8 about this several months ago." Who is  
9 Rosemary?  
10 WITNESS: Rosemary is my assistant.  
11 MR. SOLIS: Is she still your assistant?  
12 WITNESS: Yes.  
13 MR. SOLIS: Okay. And I'll just --  
14 WITNESS: But, now, that don't mean I got an email because  
15 I don't get -- you know, come on. Don't just  
16 assume because she's my assistant that -- that I  
17 get every email that's sent to me.  
18 MR. SOLIS: Oh, no, no. I wouldn't assume that at all.  
19 WITNESS: Alright.  
20 MR. SOLIS: I just --  
21 MR. THOMAS: This is a letter, right?  
22 MR. SOLIS: This is a letter, right. I actually have the  
23 email here that I could show the Congressman as  
24 well that I think is referenced in this letter,  
25 but if I could draw your attention to the third



1 paragraph. "Landlord is interested in leasing  
2 the space you occupy at Lake Meadow Shopping  
3 Center to a rent-paying tenant and would like  
4 the ability to show the space from time to time  
5 to such perspective tenants." You know, she  
6 mentions that word "rent-paying," and I think  
7 we've covered that already. Is that -- you were  
8 not a rent-paying tenant at that point? Is that  
9 what she's referring to?

10 WITNESS: I'm not sure when she's referring to. But did I  
11 pay rent? No. And, you know, I'm not a lawyer,  
12 okay, and I don't want to go down this path with  
13 any lawyer, okay. But I more or less view  
14 myself as being -- using this office, not  
15 necessarily, but using this office as being  
16 occupied rather than me being a tenant, and that  
17 there were no expectations that I had for  
18 anything regarding that office from Draper and  
19 Kramer. I didn't expect them to -- if it needed  
20 to be cleaned up, clean up. If the lights need  
21 to be turned on, turn them on. I didn't expect  
22 them to turn the water on. I didn't expect them  
23 to keep the heat on or off. I had no -- so I  
24 wasn't -- she say I wasn't a rent-paying tenant,  
25 and they weren't rent -- they weren't a landlord

1 in a typical sense as far as I didn't think.

2 But had no -- did some landlord responsibilities  
3 at all.

4 And it was just that kind of -- I  
5 occupied the space, didn't need it, occupied it.  
6 They didn't need it and let me occupy it. Now,  
7 this happening, this letter, I didn't get it,  
8 but it's dated 2012. I did have a brief over-  
9 the-phone conversation with this lady. Didn't  
10 have one before then and have not had one since  
11 then, okay.

12 So, again, I want to emphasize that I  
13 really did not see -- and there is no way I seen  
14 this because she knew who I was, but the lease  
15 here nor is there anything that suggests that  
16 Congressman Bobby Rush is a tenant here. That's  
17 not true, alright. This has nothing to do with  
18 my Congressional responsibility, nor did it have  
19 anything to do with Citizens for Rush  
20 responsibility because if it had been Citizens  
21 for Rush, then it would have said Citizens for  
22 Rush and not Congressman Bobby Rush.

23 So I think it's very apparent that  
24 Citizens for Rush wasn't expected to pay any  
25 rent by Draper and Kramer. Citizens for Rush

1 didn't expect to pay out rent by Draper and  
2 Kramer, and I didn't feel an obligation as a  
3 State Central Committeeman to pay it. And I  
4 haven't been a Ward Committeeman in a number of  
5 years, so that's -- I'm not sure where -- you  
6 know, where my -- where this intersection. What  
7 is the intersect here? I don't understand what  
8 -- I really don't.

9 MR. GAST: Can you just clarify? When you were an Alderman  
10 --

11 WITNESS: Mm-hmm.

12 MR. GAST: -- the City of Chicago paid the rent on this  
13 space?

14 WITNESS: Yes.

15 MR. GAST: You were an Alderman for how many --

16 WITNESS: Nine years.

17 MR. GAST: Nine years. And then when you stopped being an  
18 Alderman, was there any discussion with the  
19 landlord about changing the lease or what  
20 happens now?

21 WITNESS: I had no discussion with them. No.

22 MR. SOLIS: Did anybody?

23 WITNESS: Not that I know of, but they didn't -- they  
24 didn't have any -- let me say this. If I  
25 recall, the management office for the shopping

1 center is about two or three doors down from  
2 this office, if I recall. So whoever worked in  
3 there had to notice that this office was vacant.  
4 Nobody was in there. It was very seldom used,  
5 and nobody from Draper and Kramer contacted  
6 Congressman Rush, Ward Committeeman Rush, or  
7 State Central Committeeman Rush. Nobody  
8 contacted him on this until I talked to the lady  
9 on the phone, and this is the first time I've  
10 seen this letter; and you said you had an email.  
11 First time I've seen it.

12 So -- but day to day, they were  
13 involved back and forth. So that office was of  
14 little -- there was very low to no expectations  
15 regarding that office in terms of from me or  
16 from Draper and Kramer.

17 MR. SOLIS: When did you stop -- when did you end your time  
18 as an Alderman?

19 WITNESS: I sworn in Congress in January of '93.

20 MR. SOLIS: You know, because we got a chance to take a look  
21 at it, and we saw there's -- there's some stuff  
22 in the office, you know. There's some copiers  
23 that were unplugged, and some -- a fax machine  
24 and things like that. Who paid for those?

25 WITNESS: Man --

1 MR. SOLIS: Or who owns them?

2 WITNESS: Let's see. I don't know. I mean, I recall  
3 someone saying years ago that they wanted to put  
4 (inaudible) Englewood equipment in that office,  
5 and I found out later that they had put it in  
6 there. As far as who owns the telephones in  
7 there, you know, the phones don't even work.  
8 The equipment ain't been used in I don't know  
9 how long. So I couldn't say who owned it all,  
10 alright. I just can't say who own the equipment  
11 there.

12 I own a desk and a table there just  
13 like I own this desk and this chair. I own it  
14 and those chairs I owned them. They were bought  
15 with my private money.

16 MR. SOLIS: Citizens for Rush, where does it -- where does  
17 Sheila or anybody else that you have  
18 volunteering for you or that works for you,  
19 where do they do their work for Citizens for  
20 Rush?

21 WITNESS: At home.

22 MR. SOLIS: Okay. Is it --

23 WITNESS: Sheila -- Sheila works a full-time job, and she  
24 transacts most of her business with Citizens for  
25 Rush at home, alright.

1 MR. SOLIS: Who else is employed by Citizens for Rush?

2 WITNESS: Other than my wife, who was employed up until  
3 September, Sheila and my wife that I know of;  
4 that I'm aware of.

5 MR. SOLIS: Before your wife stopped doing work for Citizens  
6 for Rush where would she do her work --

7 WITNESS: At home.

8 MR. SOLIS: At home?

9 WITNESS: Yeah.

10 MR. SOLIS: So if a phone call had to be made or paperwork?

11 WITNESS: At home.

12 MR. SOLIS: Home.

13 WITNESS: Mm-hmm.

14 MR. SOLIS: Do you know if they ever did, Sheila or your  
15 wife ever did any Citizens for Rush work out of  
16 that space at Lake Meadows Shopping Center?

17 WITNESS: I doubt it.

18 MR. SOLIS: I think I'm pretty much through with my  
19 questions. Scott -- I'll take a look at my  
20 notes. Scott?

21 MR. GAST: Let me just look through my notes, but I think  
22 the fact is -- just what is the current  
23 situation with the Lake Meadow property right  
24 now?

25 WITNESS: Well, the current situation is -- is the same

1 situation that it has been for years. It's not  
2 being utilized, except for some equipment from  
3 various sources. I do have a few files there  
4 from my days as an Alderman.

5 But it's dark, cold, rat-infested, and  
6 I don't know if the water is on; and I don't  
7 know if the lights are on, but it's (inaudible).  
8 It's in a state of -- it's like in a real Rip  
9 Van Winkle sleep. You go back -- you go in that  
10 office, and you say I remember back when this  
11 occurred. You might see some articles on the  
12 wall that -- back in the early 90s, late 80s,  
13 you know, on the bulletin board that's yellow,  
14 you know. So it's always -- it's more of a  
15 museum piece than anything else, okay.

16 And so that's what it is. If you want  
17 to know in Chicago what ward politics was like  
18 in the second ward back in the early to mid-80s,  
19 then you can go through the office and, oh, this  
20 is what -- this kind of reminds me. I think we  
21 got two large photographs of when me and Harold  
22 Washington, and I had black hair and more hair  
23 than I have now.

24 MR. GAST: You haven't changed.

25 WITNESS: Thanks, Scott. Alright. But, you know, so that

1 office is, you know, in a state of suspension,  
2 you know. It's really in a state of suspension  
3 right now.

4 MR. GAST: Okay.

5 WITNESS: It's just waiting there.

6 MR. GAST: Any conversations with the landlord about what  
7 to do going forward?

8 WITNESS: I -- no. But what I want to do -- and I didn't  
9 think it would be proper after the Sun Times  
10 (inaudible). I got the letter, alright. And I  
11 knew that I was going to get a visit from you  
12 and fellows, alright. And I'm going to show you  
13 -- tell you why I knew I was going to get a  
14 visit from you fellows, alright.

15 But then I just say, well, I can't --  
16 if I move now, then it might seem like I'm  
17 trying to hide something, alright. And I just -  
18 - so I say, well, we'll wait and see how this  
19 thing conclude. I want to get out of there. I  
20 really want to get out of there, you know. I am  
21 -- you know, it's becoming -- I won't say it's a  
22 nuisance, but it's never been of use. So why  
23 don't I just go and give it up? And I intend to  
24 do that as soon as you guys say, well, we're  
25 through with this, and so we can get out of



1 here, alright, you know.

2 But I said, and, Scott, I don't know -

3 - because I said that you all was coming, okay.

4 I knew that you all was coming, alright. And

5 how did I know you all was coming? Because the

6 people who wrote that article was on television

7 and radio pleading for you all to investigate

8 me, pleading for it on the public airways. Why?

9 Let me show you something, and this is

10 -- and understand this now, September of last

11 year after a series of intermittent

12 hospitalizations, my wife underwent open heart

13 surgery, and she -- among the complications, she

14 had multiple organ failure, kidney failure,

15 heart failure, and -- and lung failure

16 (inaudible).

17 So she's fighting for her life in

18 December of 2012 -- 2013, fighting for her very

19 life. Then the doctors had given up on her and

20 this was on our faith and prayers, and in the

21 middle of this, then we see the rubbish printed

22 by the new DA. And you read the story, but,

23 again, they went on television, on news begging

24 for the Ethics Committee to investigate me,

25 begging. I mean, not being coy about it. They

1 -- not begging. They demanding that the Ethics  
2 Committee investigate me. So I knew how this  
3 stuff worked, and I see what happened.

4 But then I got -- and I wanted to show  
5 you this. They wrote a story, the second part  
6 of that story, which was a report now. Most of  
7 this information that was in that story had been  
8 already printed years ago in '07. (Inaudible)  
9 of the Sun Times had ran this whole story. Same  
10 kind of headline, Bobby Rush and \$1 million or  
11 whatever it was, alright.

12 But then they ran the story, and on  
13 that Sunday they had -- they ran the second part  
14 of the story.

15 MR. THOMAS: Is that (inaudible)? Is that the one that you  
16 want to show them?

17 WITNESS: I think -- yeah. And this how -- I'm a  
18 Christian now. Was (inaudible) for bad. Lord  
19 makes them good. I want to -- on Monday, Monday  
20 morning -- this must have been ran on the 15th.  
21 On Monday morning of the 16th at 12:07, this  
22 email was sent out by the BGA, and Andy Shaw  
23 (phonetic).

24 And I -- if you can look at it, you  
25 know, you should take time to read the thing,

1    alright.  So when they -- to me what they done  
2    was to set me up by using innuendos, old  
3    information, front page of the paper, my wife is  
4    fighting for her life.  They set me up and then  
5    go turn around and have the gall to say, look  
6    what we doing to Bobby Rush and send us more  
7    money.  It was a fundraiser.  It's -- they're  
8    using us to raise money, alright.

9    So I expected you all to come, but I  
10   wouldn't want to expose -- and I'm going to  
11   expose them even further, you know, at some  
12   point in time because this is what they did,  
13   alright.  This was just about them, again,  
14   raising my profile.  I got a (inaudible) and  
15   adding certain innuendos and things about --

16   And I appreciate you all for not  
17   focusing this inquiry or your questioning on  
18   this because that's nonsense.  But the -- but  
19   the damage had already been done, alright, and  
20   they demanded that you all would come in.

21   Now, and I don't want to go too much  
22   into it, but -- I don't want to take up a lot of  
23   your time.  I have lived a committed life,  
24   alright.  I didn't -- and lawyers don't like to  
25   hear this, but I got to say it.  I'm human.  I'm

1 not saying -- I got to say this because I'm  
2 reacting more to the story than I am to what  
3 you're saying.

4 The community that the church is in,  
5 that all the organizations are in is in the  
6 worst, poorest, most violent community in the  
7 City of Chicago. The headlines of that story  
8 said something about \$1 million. They didn't  
9 say that the \$1 million was in a three-year  
10 period of time, and that not one quarter of the  
11 \$1 million could be used for capital improvement  
12 or capital development. It had to all be used  
13 on program dollars. They didn't say that. They  
14 didn't say that before you got your \$2 that you  
15 had to have audits, multiple audits in year one.  
16 That -- the organization in question, that they  
17 -- they were audited, and they passed those  
18 audits.

19 They also didn't say the work that was  
20 being done, and this is what gets lost in all  
21 this is the work that's being done, alright, in  
22 this poor community. I could have planned,  
23 organized a church in anywhere, suburban  
24 Chicago, upper middle class, but I went to the  
25 poorest community. Why? Because that's where

1 this need is, and all my life I've been  
2 operating on that kind of level, alright. Most  
3 people who know me, they know me as that type of  
4 a person. So that context has  
5 to be established, alright. There was no  
6 willful disregard, disrespect, or misuse of  
7 campaign funds. Lord knows if I want to channel  
8 some money to my son, I would not use the church  
9 to do that, alright. And I certainly would not,  
10 for the amount of work that he does, and where  
11 he has to do it, like making sure that the heat  
12 is on 5 or 6 o'clock in the morning when church  
13 -- I would not do all of these things for some -  
14 - I don't know even know how much he makes, but  
15 something like \$600 every two weeks, you know.

16 And so it's all reportable, all  
17 reported, all done the right way. I would not  
18 do all -- you know, that doesn't make sense, but  
19 the fact of it is, is what I do when I committed  
20 my life. I'm not in -- I'm the only member of  
21 Congress, and, please, take it the right way.  
22 I'm the only member of Congress that ever  
23 organized a church. We have some members of  
24 Congress who were pastors, but the Lord played a  
25 trick on me, you know. He brought me out in

1 Congress back into the community in the name of  
2 a church. Now, it's consistent with -- I've  
3 always been a community organizer, always been  
4 on the front line, always been involved, always  
5 took on issues, always opened my big mouth,  
6 always challenging when it came to justice  
7 issues, alright, in -- on behalf of my community  
8 and other communities, alright. I've always  
9 done those things, alright.

10 I started a health center, and this  
11 wasn't the first health center. I started a  
12 health center when I was 19 years old -- no. I  
13 was 22, alright, a free health clinic. The  
14 (inaudible) Free Health Center on 16th in  
15 Chicago. So this wasn't a first time I've  
16 created a health center, alright. It wasn't the  
17 first time I ran a food program, and these  
18 entities (inaudible) at-risk youth.

19 These entities are supposed to serve  
20 the community. There ain't no money -- I'm not  
21 -- this ain't no scheme on my part. It never  
22 have been. I'm -- this is my life's work,  
23 alright, and I'm not into it to -- at this  
24 point, and risk myself and besmirch. I've got a  
25 good solid reputation. That's why I've been

1 running unopposed. Was successful in 2000 when  
2 Obama ran against me. I got a good reputation.  
3 So I'm not going to go risk that  
4 reputation based on nothing that you asked me  
5 about, nothing, none of that. I'd never risk my  
6 reputation on -- I like what I do, and whether  
7 or not you approve it or not, whether or not I'm  
8 in Congress or not, I did it before. I always  
9 tell people. I wasn't born a member of  
10 Congress, and I hope like hell I don't die a  
11 member of Congress, alright. I really do, you  
12 know, know -- and so I got to be who I am. I  
13 really do. I got to be who I am. I got to be  
14 who I am.

15 So if I violated any rules, I wasn't  
16 aware of it, and if I violated any -- I don't  
17 think I did, and the same answers I'm giving you  
18 on some of this stuff is the same answers that I  
19 gave to these reporters. But they was hell bent  
20 on using this as an opportunity to raising a  
21 profile to show how diligent they were, how on  
22 time they in order to raise more money for -- to  
23 enhance -- so they can pay their salaries.  
24 That's really what -- I think that's it.

25 MR. SOLIS: We appreciate --

1 WITNESS: I know you all got planes to catch.

2 MR. SOLIS: We appreciate all --

3 WITNESS: I know how that is, trying to get back to DC. I

4 know how it is.

5 MR. SOLIS: So I will conclude the interview, and thank you

6 very much, Congressman.

7 WITNESS: Good night. Thank you.

8 MR. SOLIS: Thank you.

9 END OF INTERVIEW

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# **EXHIBIT 2**

LAKE MEADOWS  
SHOPPING CENTER

# LEASE

This Lease, made this 4th day of August, 1989 by and between LAKE MEADOWS ASSOCIATES, an Illinois limited partnership (hereinafter referred to as "Landlord"), and Bobby Rush, an individual (hereinafter referred to as "Tenant").

In consideration of the rent to be paid and the covenants to be performed by Tenant, the Landlord hereby demises and leases to the Tenant and Tenant hereby leases from Landlord, certain premises in Lake Meadows Shopping Center, in Chicago, Illinois (the "Shopping Center") upon the terms and conditions hereinafter contained. The Shopping Center consists of the land and all improvements located at the northeast corner of 35th Street and Martin Luther King, Jr. Drive, Chicago, Illinois, and is legally described as follows:

PARCEL 1:

LOTS 1 TO 10 INCLUSIVE IN RESUBDIVISION OF LAKE MEADOWS NO. TWO BEING A CONSOLIDATION OF LOTS AND PARTS OF LOTS AND VACATED STREETS AND ALLEYS IN THE NORTHEAST FRACTIONAL QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED NOVEMBER 27, 1959 AS DOCUMENT 17722039 AND FILED IN THE OFFICE OF REGISTRAR OF TITLES AS DOCUMENT 1890949.

PARCEL 2:

LOTS A AND B IN LAKE MEADOWS NO. ONE A CONSOLIDATION OF LOTS AND PART OF LOTS AND VACATED STREETS AND ALLEYS IN JOHN DE WITT'S ADDITION TO CHICAGO AND IN UNIVERSITY SUBDIVISION AND CERTAIN RESUBDIVISIONS ALL IN THE NORTHEAST FRACTIONAL QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JULY 8, 1954 AS DOCUMENT 15954451 AND FILED IN THE OFFICE OF REGISTRAR OF TITLES AS DOCUMENT 1539045.

PARCEL 3:

A PARCEL OF LAND COMPRISING ALL OF LOTS 1 TO 4 BOTH INCLUSIVE, LOTS 22 TO 26 BOTH INCLUSIVE, PARTS OF LOTS 5 AND 21 TOGETHER WITH THE ALLEYS BETWEEN SAID LOTS IN THE NORTH TIER OF OAKENWALD BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING FROM SAID SUBDIVISION THAT PART CONVEYED TO THE CITY OF CHICAGO FOR STREET PURPOSES UNDER DOCKET 15607879 AND RECORDED ON MAY 4, 1953) BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 26 IN SAID SUBDIVISION WHICH IS THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD WITH THE SOUTH LINE OF SAID SUBDIVISION, THENCE NORTH 16 DEGREES 44 MINUTES, 43 SECONDS WEST ALONG THE EASTERLY LINE OF LOTS 26 AND 1 IN SAID SUBDIVISION A DISTANCE OF 269.81 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 WHICH IS THE INTERSECTION OF THE WESTERLY LINE OF THE ILLINOIS CENTRAL RAILROAD WITH THE SOUTH LINE OF EAST 33RD STREET, THENCE SOUTH 89 DEGREES 50 MINUTES 15 SECONDS WEST ALONG THE SOUTH LINE OF EAST 33RD STREET, A DISTANCE OF 205.44 FEET, THENCE SOUTH 00 DEGREES 13 MINUTES, 13 SECONDS WEST A DISTANCE OF 257.25 FEET TO A POINT IN THE SOUTH LINE OF LOT 21 IN SAID SUBDIVISION, THENCE SOUTH 89 DEGREES 53 MINUTES 28 SECONDS EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION A DISTANCE OF 284.17 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

ARTICLE I  
BASIC LEASE TERMS AND EXHIBITS

SECTION 1.1 BASIC LEASE TERMS:

This section contains the basic lease terms agreed to between Landlord and Tenant and referred to elsewhere in this Lease. Each reference in this Lease to any of the basic lease terms shall be construed to incorporate all the terms provided hereinafter each such basic lease term:

- A. LEASED PREMISES: Space C-6 (hereinafter referred to as "Leased Premises") shown cross-hatched in red on Exhibit B.  
FLOOR AREA WITHIN LEASED PREMISES: approximately 1,506 square feet
- B. LEASE TERM: One year.
- C. TENANT'S CONSTRUCTION AND FIXTURE PERIOD (ARTICLES III and IV): 60 days
- D. FIXED MINIMUM RENT (ARTICLE V): \$ 627.00 per month
- E. ~~PERCENTAGE RENT (ARTICLE VI): % of Gross Sales in excess of \$ \_\_\_\_\_ per year.~~
- F. ~~RENT FOR BASEMENT STORAGE AREA (ARTICLE II): \$ \_\_\_\_\_ per month.  
~~SUBJECT AREA OF BASEMENT STORAGE AREA: approximately \_\_\_\_\_~~~~
- G. INSURANCE COVERAGE (ARTICLE X): \$ 1,000,000 for injury or death of one person;  
\$ 1,000,000 for injury or death per occurrence; and \$ 300,000 for property damage.
- H. USE (ARTICLE VI): As an aldermanic office for Alderman Rush's  
local Chicago political Ward, known as the  
Second Ward.
- I. TENANT'S TRADE NAME (ARTICLE VI): ALDERMAN BOBBY RUSH
- J. LANDLORD'S MAILING ADDRESS: c/o Harold J. Carlson Associates, Inc.  
9801 W. Higgins, Suite 420  
P. O. Box 929  
Rosemont, Illinois 60018
- K. TENANT'S MAILING ADDRESS: 3534 South Calumet  
Chicago, Illinois
- L. SECURITY DEPOSIT (ARTICLE XVIII): \$1,881.00
- M. ~~COMPLETION OF CONSTRUCTION (ARTICLE III)~~
- N. RADIUS RESTRICTION (ARTICLE VI): One (1) mile.

**SECTION 1.2 EXHIBITS:**

The exhibits listed in this Section and attached to this Lease are incorporated herein by reference, and are to be treated as a part of this Lease for all purposes:

EXHIBIT A: Supplement to Lease

EXHIBIT B: Site Plan/Lease Plan of Shopping Center

EXHIBIT C: Tenant Information Manual (including a description of Landlord's Work, Tenant's Work and Tenant Design Criteria)

EXHIBIT D: Floor Plans

EXHIBIT E: Standard Project Details

EXHIBIT F: Sign Criteria

~~EXHIBIT G: Guarantee of Lease~~

**ARTICLE II  
SHOPPING CENTER AND LEASED PREMISES**

**SECTION 2.1 SHOPPING CENTER**

Landlord is the owner of a leasehold estate in the real property legally described above, and created by an indenture of Lease (the "NYLIC Lease") dated April 1, 1969, between NEW YORK LIFE INSURANCE COMPANY as Lessor and LA SALLE NATIONAL BANK AS TRUSTEE under a Trust Agreement dated March 31, 1969, and known as Trust No. 39320, as Lessee (a short form of which has been recorded in the Office of the Recorder of Deeds of Cook County, Illinois on April 1, 1969 as Document No. 20798653) as assigned and transferred by Assignment and Transfer of Lease dated March 11, 1970, from LA SALLE NATIONAL BANK AS TRUSTEE under Trust Agreement dated March 31, 1969 and known as Trust No. 39320, to Lake Meadows Associates, an Illinois limited partnership (Landlord), and Landlord has full authority to enter into this Lease.

**SECTION 2.2 LEASED PREMISES:**

Landlord hereby leases and demises to Tenant, and Tenant hereby leases from Landlord, subject to and with the benefit of the terms of this Lease, the store premises sometimes herein referred to as the "Leased Premises," which are shown cross-hatched on Exhibit B, attached hereto and made a part thereof. The Leased Premises extend to the exterior face of exterior walls and the centerline of the demising walls separating the leased premises from the premises of other tenants in the Shopping Center.

Landlord specifically excepts and reserves to itself the use of the roof, the exterior portion of the Leased Premises, other than the storefront, and such areas within the Leased Premises required for installation, maintenance and repair of utility lines and other installations required to service other tenants of the Shopping Center, from time to time during the term of this Lease, it being agreed that such utility lines and other installations shall not materially interfere with Tenant's general use and occupancy of the Leased Premises without Tenant's specific consent. No rights are conferred on Tenant, and Landlord specifically excepts and reserves to itself, unless specifically otherwise provided, all rights to the land and improvements below the floor level of the Leased Premises and to the air rights above the Leased Premises, and to the land and improvements located on and within the common areas.

**SECTION 2.3 BASEMENT STORAGE AREA:**

~~Landlord hereby leases and demises to Tenant, and Tenant hereby leases from Landlord for the term of this Lease, subject to the terms hereof, the basement storage area located beneath the Leased Premises and consisting of the number of square feet of floor area set forth in Section 1.1.F. hereof. Tenant hereby agrees to pay to Landlord the monthly rent for said basement storage area set forth in Section 1.1.F. hereof along with payments of Fixed Minimum Rent and in accordance with the other terms and conditions concerning payment of Fixed Minimum Rent set forth in Section 5.1 hereof and elsewhere in this Lease. The number of square feet of floor area of any basement storage area shall be included in the number of square feet of floor area included within the Leased Premises for all purposes of this Lease.~~

**ARTICLE III  
TERM OF LEASE AND LEASE YEAR**

**SECTION 3.1 TERM OF LEASE:**

The term of this Lease shall commence upon the earlier of

- A. The date which is sixty (60) days after the date Landlord gives Tenant notice that Landlord's Work in the Leased Premises is substantially complete; or
- B. The date on which Tenant opens the Leased Premises for business to the public (such date being hereinafter called the "Commencement Date").

The Lease shall expire on the last day of ~~the~~ October, 1999 ~~consecutive twelve (12) months~~, unless sooner terminated as provided herein.

**SECTION 3.2 LEASE YEAR:**

The term "Lease Year" shall mean a period of twelve (12) consecutive full calendar months, commencing on January 1 in each year and ending on the succeeding December 31. Any portion of the lease term which is less than a Lease Year as hereinbefore defined shall be deemed a Partial Lease Year, the first Partial Lease Year beginning on the Commencement Date of the term of this Lease and ending on the following December 31.

At the time the Commencement Date is established, the parties will promptly enter into a Supplement to Lease, prepared by Landlord on the form attached hereto as Exhibit A, stipulating the Commencement Date and expiration date of the term of this Lease, and the floor area within the Leased Premises for all purposes of this Lease. In the event of any conflict between the provisions of Exhibit A hereto and those of Section 1.1., the provisions of Exhibit A shall be deemed to represent the agreement between the parties hereto.

**SECTION 3.3 OBLIGATIONS OF TENANT BEFORE LEASE TERM BEGINS:**

Tenant shall perform diligently such of its obligations contained in Exhibits D, E and F as are to be performed by it prior to the beginning of the lease term, and shall complete its work not later than sixty (60) days after the Leased Premises are made available to it for its work. Tenant shall also observe and perform all of its obligations under this Lease (except its obligations to pay Fixed Minimum Rent, Percentage Rent, and its pro rata share for charges for common area maintenance, real estate taxes and assessments, insurance charges, and Merchants' Association dues or Promotional Fees, if any) from the date upon which the Leased Premises are made available to Tenant for its work until the Commencement Date of the lease term in the same manner as though the lease term began when the Leased Premises were so made available to Tenant.

**ARTICLE IV  
CONSTRUCTION BY LANDLORD AND TENANT**

**SECTION 4.1 CONSTRUCTION BY LANDLORD:**

Landlord is in the process of rehabilitating and remodeling in accordance with applicable governmental rules and regulations, a building(s) in which the Leased Premises are located as shown on Exhibit B, and has constructed the Leased Premises as shown on Exhibit B, substantially in accordance with the outline specifications described in the exhibit entitled "Landlord's Work" and attached hereto as Exhibit C. Tenant agrees that no mechanical or structural additions or minor changes from any plans or from said outline specifications which may hereafter be made during the construction of the Leased Premises shall change the provisions hereof. The Leased Premises and Landlord's Work shall be deemed accepted and approved by Tenant in all respects except for items of Landlord's Work which are not completed or do not conform to Exhibit C, and as to which Tenant shall have given notice to Landlord within thirty (30) days after the last day allowed to Tenant for the completion of Tenant's Work as provided in Section 1.1.C. Any disagreement which may arise between Landlord and Tenant with reference to the work to be performed by either pursuant to Exhibits C, D, E, and F, or whether such work has been properly completed, shall be conclusively resolved by the decision of Landlord's architect.

**SECTION 4.2 CONSTRUCTION BY TENANT:**

All work other than that to be performed by Landlord is to be done by Tenant in a good and workmanlike manner, by bonded contractors approved by Landlord, at Tenant's expense and in accordance with the outline description set forth in the exhibit entitled "Tenant's Work" and attached hereto as Exhibit C, the Design Criteria set forth in Exhibits D, E and F, and the plans and specifications hereinafter referred to in this Section 4.2. Tenant agrees to submit to Landlord, within forty-five (45) days from the date Tenant receives blockout drawings of the Leased Premises from the Landlord's architect, complete plans and specifications including engineering, mechanical and electrical work covering Tenant's Work as described in Exhibit D, in such detail as Landlord may require and in compliance with Exhibits C, D, E, and F and all applicable statutes, ordinances, regulations and codes, certified by a licensed registered architect and, if required by the Landlord, a licensed registered professional engineer. Within forty-five



(45) days after receipt of Tenant's plans and specifications, Landlord shall return to Tenant one set of such plans and specifications marked approved, approved as noted, or revise/resubmit. Tenant shall then act in accordance with Exhibits C, D, E and F. If such plans and specifications are not so submitted within said forty-five (45) days or if Tenant fails to complete the work required by this Section 4.2 in a timely manner, Landlord may, at its option, either (a) proceed with Tenant's Work, as hereinabove provided, and any changes or revisions thereof required thereafter shall be made at Tenant's sole expense (Landlord shall have the right to determine whether said changes shall be made by Landlord's contractor or Tenant's contractor); or (b) exercise any remedy for default provided to the Landlord by Article XVI hereof.

**SECTION 4.3 WAIVER OF LIENS:**

Tenant shall obtain from each contractor, subcontractor, materialman or the like, a waiver of any mechanic's lien rights against the Landlord, which waiver (in form and substance satisfactory to the Landlord) shall be delivered to the Landlord before any work to be performed by Tenant begins. Notwithstanding the foregoing sentence, should any such lien be made or filed, it shall be discharged within a reasonable time by Tenant either by payment or by the filing of the necessary bond. Tenant shall not pledge or encumber its trade fixtures or other personal property in the Leased Premises without obtaining the prior written consent of Landlord. Any consent by Landlord shall apply only to the transaction authorized and shall not constitute a waiver of the necessity of such consent for any subsequent transaction.

**ARTICLE V  
RENTS**

**SECTION 5.1 FIXED MINIMUM RENT:**

Tenant hereby agrees to pay to the Landlord during the term of this Lease, at Landlord's mailing address as set forth in Section 1.1.J. or at such other place as Landlord may designate in writing from time to time, the Fixed Minimum Rent set forth in Section 1.1.D. during the term of this Lease. The Fixed Minimum Rent shall be payable in equal monthly installments, in advance, on the first day of each and every calendar month during the term of this Lease, without prior demand and without any deductions or setoffs whatsoever. Should the Commencement Date of this Lease occur on a day other than the first day of a calendar month, the first payment of Fixed Minimum Rent which Tenant shall make to Landlord for such partial month shall be prorated on the basis of the ratio of the number of days remaining in the month from the Commencement Date to thirty (30) days, and shall be payable on the Commencement Date. Other charges payable by Tenant on a monthly basis hereunder (including without limitation the common area charge) shall likewise be prorated.

~~**SECTION 5.2 PERCENTAGE RENT:**~~

~~Tenant hereby agrees to pay to the Landlord as "Percentage Rent" during the term of this Lease, without any deduction or setoff, an amount equal to the percentage of Tenant's Gross Sales in excess of the dollar figure ("annual minimum Gross Sales") specified by Section 1.1.E. hereof. Such Percentage Rent shall be payable as set forth below. In the event the Fixed Minimum Rent for any Lease Year is reduced, abated or increased for any reason, the annual minimum Gross Sales shall be reduced or increased proportionately. Should the Commencement Date of this Lease occur on a day other than the first day of the calendar month, the Gross Sales for such partial month shall be added to the Gross Sales for the first full calendar month of the term of this Lease for purposes of determining Percentage Rent.~~

~~**A. PAYMENT OF PERCENTAGE RENT:**~~

~~On the fifteenth day of each full calendar month of the lease term, and on the fifteenth day after the end of the lease term, Tenant shall pay to the Landlord a sum equal to the percentage specified in Section 1.1.E. of Gross Sales for the preceding calendar month in excess of one-twelfth (1/12) of the annual minimum Gross Sales then applicable.~~

~~Within sixty (60) days after the end of each Lease Year or Partial Lease Year, Tenant shall deliver to Landlord a statement, certified by an independent Certified Public Accountant reasonably satisfactory to Landlord, of the Gross Sales for said Lease Year or Partial Lease Year. If the certified statement establishes an overpayment of Percentage Rent, the Landlord shall, at its sole option, either credit such overpayment on the rents due subsequently under the Lease until such credit is exhausted, or refund the excess amount to Tenant within thirty (30) days after receipt of Tenant's certified statement of Gross Sales. For any Partial Lease Year, the annual minimum Gross Sales used for the computation of Percentage Rent and all annual charges due under this Lease shall be prorated on the basis of the ratio of the number of days of such Partial Lease Year to 360. The covenants of Tenant set forth in this Section 5.2 shall survive the expiration or other termination of this Lease.~~

~~Tenant shall be obligated to pay to Landlord interest on all sums above specified and on all sums and charges Tenant is obligated to pay under the terms of this Lease. Such sums and charges shall bear interest from the date said sums and charges become due and remain unpaid until the date said sums and charges are paid in full. Interest shall be at a rate equal to the lesser of (1) two percent (2%) above the prime rate of interest in effect at the First National Bank of Chicago, or its successor, or (2) the maximum rate permitted by law as of the date said sums and charges become due.~~

~~DEFINITION OF GROSS SALES~~

~~"Gross Sales" as used herein shall mean the amount of gross sales, income, receipts, revenues and charges of, in connection with and for all merchandise, services or other operations or businesses sold or rendered in, on, about or from the Leased Premises by Tenant or any subtenants, licensees or concessionaires, whether for cash or on a charge, credit or time basis, without reserve or deduction for inability or failure to collect, including, but not limited to, such sales and services (1) where orders originate and/or are accepted by Tenant in the Leased Premises but delivery or performance thereof is made from or at any place other than the Leased Premises; (2) pursuant to mail, telegraph, telephone or other similar orders received or filled at or in the Leased Premises; (3) by means of mechanical and other vending machines in the Premises; (4) which Tenant in the normal and customary course of business would credit or attribute to its business upon the Leased Premises or any part or parts thereof. Such amount shall be adjusted by the deduction (if originally included in Gross Sales) or exclusion, as the case may be, from Gross Sales of the following, provided that separate records are maintained for such deductions or exclusions: (1) amounts of refunds, allowances made on merchandise claimed to be defective or unsatisfactory or discounts to customers, provided that if such refunds, allowances or discounts are in the form of credits to customer, such credits shall be included in Gross Sales when used; (2) exchanges of merchandise between stores of Tenant where such exchanges are made solely for the operation of Tenant's business and not for the purposes of consummating a sale which has been made at, in, on or from the Leased Premises and/or for the purpose of depriving the Landlord of the benefit of such sale which otherwise would have been made at, in, on or from the Leased Premises; (3) amounts of refunds or allowances made with respect to merchandise returned by Tenant to shippers or manufacturers; (4) sale of trade fixtures or store operating equipment after use thereof in the conduct of Tenant's business in the Leased Premises; (5) all sums and credits received in settlement of claims for loss or damage to merchandise; and (6) the amount of any excise or sales tax levied upon retail sales and payable over to the appropriate governmental authority, provided that specific record is made at the time of each sale of the amount of sales tax, and the amount thereof is expressly charged to the customer. If any one or more departments or other divisions of Tenant's business shall be conducted by any sublessee, concessionaire, licensee or otherwise in said Premises then there shall be included in Gross Sales for the purpose of fixing the Percentage Rent hereunder all of the Gross Sales of such divisions or departments, whether such sales be made at the Leased Premises or elsewhere, in the same manner and with the same effect as if the business or sales of such departments and divisions had been conducted by Tenant itself, provided that nothing contained herein shall prevent the Landlord from requiring an additional or different Percentage Rental as a condition to approval of any sublessee, concessionaire or licensee of Tenant hereunder. Notwithstanding the foregoing provisions of this Section 5.2.B., each sale upon installment, credit or layaway shall be treated as a sale for the full price in the month during which such sale shall be made, irrespective of the time when Tenant shall receive payment from its customer.~~

**C. BOOKS AND RECORDS:**

~~Tenant agrees to accurately record all sales in accordance with generally accepted accounting principles and practices and to retain copies of all records of Gross Sales and all sales tax reports, which records shall be preserved by Tenant and made available at all reasonable times to Landlord upon demand at the Tenant's principal office in Illinois, or, if Tenant does not have a principal place of business in Illinois, at Tenant's principal office in the continental United States. Tenant agrees to preserve all of its sales records for each Lease Year or Partial Lease Year for at least three (3) years from the end of said year. Tenant agrees to deliver to Landlord a statement of each month's Gross Sales on or before the fifteenth day of the following month, and copies of all information or other returns filed regarding state sales and use taxes which will relate to the Leased Premises. Tenant shall require all its permitted subtenants or licensees, if any, to furnish similar statements. Landlord, its auditor or other designated representative shall have the right, no more than once a year, to audit all pertinent books and records of Tenant for the purpose of verifying annual statements submitted by Tenant to Landlord and the actual amount of Gross Sales as herein defined. All expense of such audit shall be borne by Landlord unless such audit shall disclose additional liability for Percentage Rent with respect to any annual statement of two percent (2%) or more on the part of Tenant, in which case all expense, including travel and related expenses, of such audit shall be borne by Tenant. In the event such audit discloses additional liability for Percentage Rent with respect to any annual statement of five percent (5%) or more on the part of Tenant, Landlord shall have the right within one hundred eighty (180) days of receipt by Landlord of the results of such audit, in addition to any other rights herein provided, or otherwise available, to terminate this Lease upon thirty (30) days' prior written notice to Tenant. If it shall be determined as a result of such audit that there has been a deficiency in the payment of Percentage Rent, then such deficiency shall become immediately due and payable with interest at the rate set forth in this Lease, from the date when said payments should have been made. In the event Tenant shall be delinquent in furnishing to Landlord any monthly or annual sales statement or statements required hereunder, then Landlord shall have the right, at its sole option, without notice, to conduct such audits provided above and any and all charges occasioned by reason thereof shall be the sole obligation of Tenant and payable on demand, or to treat such delinquency as a breach of the Lease entitling Landlord to exercise any remedy herein provided or otherwise available.~~

**SECTION 5.3 ADDITIONAL RENT:**

In addition to the foregoing Fixed Minimum Rent ~~and Percentage Rent~~, all other payments to be made by Tenant hereunder, either to Landlord or to the Merchants' Association, shall be deemed for the purpose of securing the collection thereof to be additional rent hereunder, whether or not the same be designated as such, and shall be due and payable on demand or together with the next succeeding instalment of Fixed Minimum Rent, whichever shall first occur; and Landlord shall have the same rights and remedies upon Tenant's failure to pay the same as for the nonpayment of the Fixed Minimum Rent. Landlord, at its election, shall have the right (but not the obligation) to pay for or perform any act which requires the expenditure of any sums of money by reason of the failure or neglect of Tenant to perform any of the provisions of this Lease within the grace period if any, applicable thereto, and in the event Landlord shall at its election pay such sums or perform such act requiring the expenditure of monies, Tenant agrees to reimburse and pay Landlord upon demand, all such sums, which shall be deemed to be additional rent hereunder and be payable by Tenant as such.

**ARTICLE VI  
OPERATION OF BUSINESS AND USE**

**SECTION 6.1 USE:**

Tenant agrees that the Leased Premises shall be used and occupied by Tenant or anyone claiming under Tenant only for the purpose specified as the use thereof in Section 1.1.H. and for no other purpose or purposes without the prior written consent of Landlord. Tenant shall operate its business in the Leased Premises under the trade name specified in Section 1.1.I. of the Lease (Tenant representing that it has the right to use such name) unless Landlord shall otherwise consent.

Tenant shall not (a) use the Leased Premises, nor any part of the Shopping Center, nor permit same to be used for the manufacture, sale, barter, trade, gift or service of intoxicating liquors of any nature whatsoever, as the same shall be defined under the statutes of the United States, or any state, municipal or any other governmental authority having jurisdiction; or (b) at any time sell, purchase, store, or give away, or permit the sale, purchase or gift of, food in any form by or to any of Tenant's agents or employees or any other parties on the Leased Premises except as expressly permitted by Section 1.1.H. hereof.

**SECTION 6.2 OPERATION:**

Tenant agrees to operate one hundred percent (100%) of the Leased Premises at all reasonable business hours during the term of this Lease unless prevented from doing so because of fire, accident, act of God or other cause beyond Tenant's control excluding financial causes, and Tenant agrees to keep open the Leased Premises and diligently operate the business conducted therein, using a sufficient number of adequately trained personnel for efficient service, during such hours and on such days and evenings of the week as may be determined by the Landlord. Tenant agrees to conduct Tenant's business at all times in a first-class manner consistent with reputable business standards and practices, in good faith and in such manner that the high reputation of the Shopping Center is maintained. Tenant agrees to keep the store adequately stocked with new merchandise in first-class condition and Tenant agrees that storage and office space in the Leased Premises shall be limited to that necessary for, and used in conjunction with, the Leased Premises. Tenant shall not use the areas adjacent to the Leased Premises for business purposes.

Landlord and Tenant agree that having the Leased Premises open for business during such hours and on such days and evenings of the week as may be determined by Landlord and operating one hundred percent (100%) of the Leased Premises at all times during the term of this Lease in the manner set forth above goes to the essence of the parties' agreement hereunder, and that Tenant's failure to perform its obligations will result in automatic deprivation to Landlord for which Landlord's other remedies hereunder or at law may not be adequate. It is, therefore, agreed that in the event of any violation of the aforesaid by Tenant during any day of any month during the term of this Lease, the Fixed Minimum Rent for said month shall be increased to one hundred fifty percent (150%) of the rate for the month in which Tenant so fails, plus one hundred fifty percent (150%) of one-twelfth (1/12) of the Percentage Rent paid in the previous Lease Year or Partial Lease Year (on an annualized basis), as the case may be. The remedy provided in the previous sentence shall not be in lieu of Landlord's other remedies hereunder or at law and acceptance by Landlord of such shall not be deemed an election of remedies or preclude Landlord from seeking any other remedy for said violation or a subsequent violation, including without limitation, specific performance or termination of this Lease or Tenant's right to possession as set forth in Article XVI hereof.

**SECTION 6.3 TENANT'S COVENANTS REGARDING OCCUPANCY:**

Tenant agrees to comply promptly with all laws, ordinances, orders and regulations affecting the Leased Premises and the cleanliness, safety, operation and use thereof. Tenant also agrees to comply with the recommendations of an insurance company inspection bureau or similar agency selected by Landlord with respect to the

#### Leased Premises.

Tenant agrees not to install any electrical equipment that overloads lines servicing the Leased Premises. In connection with the installation or use of any electrical equipment, Tenant shall at Tenant's own expense make from time to time whatever changes are necessary to comply with the requirements of the insurance underwriters, governmental authorities, inspection bureau, or insurance inspectors designated by Landlord.

Tenant agrees not to:

- A. Permit any unlawful or immoral practice to be carried on or committed on the Leased Premises;
- B. Make any use of or allow the Leased Premises to be used in any manner or for any purpose that might invalidate or increase the rate of Landlord's insurance thereof;
- C. Keep or use or permit to be kept or used on said Leased Premises any inflammable fluids or explosives without in each instance obtaining the prior written approval of Landlord;
- D. Use the Leased Premises for any purpose whatsoever which might create a nuisance or injure the reputation of the Leased Premises or of the Shopping Center;
- E. Deface or injure the building or Leased Premises;
- F. Overload the floors; or
- G. Commit or suffer any waste.

Tenant agrees to pay any increase in the cost of insurance to Landlord as a result of any unauthorized use of the Leased Premises by Tenant, but said payment shall not constitute in any manner a waiver by Landlord of its right to enforce all of the covenants and provisions of this Lease.

#### SECTION 6.4 RADIUS RESTRICTION:

Tenant agrees not to directly or indirectly engage in, own or operate any business similar to that authorized to be conducted hereunder or to permit the use of the same or similar trade name in connection with a place of business located within the distance set forth in Section 1.1.N. provided, however, that nothing herein shall be construed to prevent the operation of any of Tenant's existing stores under their present trade names. The parties mutually contemplate that Tenant's initial development of sales within the aforescribed distance will reasonably result in the amount of rent payable to Landlord in excess of the Fixed Minimum Rent set forth herein and therefore agree, that in the event of any violation of the covenant contained in the previous sentence, in addition to all the remedies provided for herein for default or otherwise available, gross sales, income, receipts, revenues and charges for and in connection with all merchandise, services or other operations or businesses sold or rendered in, on, about or from the business location or locations which violate the aforementioned radius restriction shall be included within the term Gross Sales for purposes of determining Percentage Rent hereunder.

### ARTICLE VII TAXES AND SPECIAL ASSESSMENTS

#### SECTION 7.1 REAL ESTATE TAXES AND ASSESSMENTS:

In addition to the other amounts set forth in this Lease, Tenant agrees to pay Tenant's proportionate share of the following: (a) all real estate taxes and assessments, both general and special, levied and assessed by any lawful authority, for each calendar year during the term hereof against the building which includes the Leased Premises, and all land, buildings and all other improvements within the Shopping Center (or any land or improvements which may be added thereto) which are assessed with said building; and (b) ad valorem taxes for Landlord's personal property used in conjunction therewith. Tenant's proportionate share shall be the total amount of such taxes and assessments multiplied by a fraction, the numerator of which shall be the number of square feet of floor area within the Leased Premises, and the denominator of which shall be the number of square feet of floor area which was leased and occupied at the time such taxes were levied or assessed within all buildings within the Shopping Center which are assessed with the building which includes the Leased Premises. Copies of tax bills submitted by Landlord to Tenant shall be conclusive evidence of the amount of such real estate taxes and assessments levied or assessed, as well as the item taxed.

During the term of this Lease, Tenant shall pay to Landlord, monthly in advance, an amount equal to one-twelfth (1/12) of Tenant's proportionate share of real estate taxes and assessments for the current year, as reasonably estimated by Landlord. If Tenant's proportionate share of taxes with respect to any tax year is less than the total amount theretofore paid by Tenant for such period, the Landlord shall at its sole option either credit the excess against the payments with respect to real estate taxes next becoming due from Tenant, or refund the excess amount to Tenant within thirty (30) days after receipt of tax bills for the relevant period. If Tenant's proportionate share for taxes for any tax year exceeds the total amount theretofore paid by Tenant for such period, Tenant shall, upon receipt of invoices from Landlord, pay the difference between the actual amount paid by Tenant and Tenant's proportionate share of real estate taxes and assessments. The covenants of Tenant set forth in this Section 7.1 shall survive the expiration or other termination of this Lease.

**SECTION 7.2 CONTEST OF REAL ESTATE TAXES:**

Landlord's expenditures for attorneys' fees, appraisers' fees, experts' fees and other costs incurred in any Lease Year, without regard to the tax year involved, in any efforts by Landlord to minimize real estate taxes and assessments, shall be included in the definition of real estate taxes and assessments for the purposes of this Article.

**SECTION 7.3 MUNICIPAL, COUNTY, STATE OR FEDERAL TAXES:**

Tenant shall pay, before delinquency, all municipal, county, state and federal taxes assessed against any leasehold interest of Tenant or any fixtures, furnishings, equipment, stock-in-trade or other personal property of any kind owned, installed or used in or on the Leased Premises.

**SECTION 7.4 RENTAL TAXES:**

If, at any time after the date hereof, the methods of taxation shall be altered so that in lieu of, as a substitute for, or in addition to the whole or any part of the taxes now levied, assessed or imposed on real estate as such or personal property, there shall be levied, assessed or imposed a tax, assessment, levy, charge, fee or the like, including, without limitation: (a) a tax on the rents received from such real estate, or (b) a charge or fee of any nature whatsoever (including, without limitation, a license fee, franchise fee or the like) measured by the rents received or receivable by Landlord from the Shopping Center or any portion thereof, or (c) a charge, tax or fee imposed upon Landlord which is otherwise measured by or based in whole or in part upon the Shopping Center or any portion thereof, or (d) an income or franchise tax, then the same shall be included in the computation of real estate taxes hereunder, computed as if the amount of such tax or fee so payable were that due if the Shopping Center were the only property of Landlord subject thereto.

**ARTICLE VIII  
COMMON AREAS AND FACILITIES**

**SECTION 8.1 COMMON AREAS AND FACILITIES:**

The term "common areas" shall mean the parking areas in tiers or at grade, pedestrian sidewalks and canopies, malls enclosed or open, exterior walls and windows, landscaped areas, streets, passenger vehicle roadways, truck roadways, passageways and concourses, service corridors, loading platforms and truck docks, elevators, escalators, ramps and stairs not contained in stores, directory signs and equipment, information and telephone booths, public and common washrooms and service areas, lounges and shelters and any other facilities available for common use, all as they may from time to time exist within the Shopping Center at the commencement of the term hereof and by addition, deletion and substitution by Landlord thereafter. Landlord may at any time close any common areas to effect construction, repairs, alterations, additions or changes thereto, or within the Shopping Center to prevent the acquisitions of public rights in such areas, or to discourage non-customer parking; and may do such other acts in and to the common areas as in its judgment may be desirable to improve the convenience thereof. The manner in which the common areas and facilities shall be maintained, altered and operated and the expenditures therefor shall be at the sole discretion of Landlord.

**SECTION 8.2 USE OF COMMON AREAS AND FACILITIES:**

Landlord hereby grants to Tenant and Tenant's customers and invitees the right to use, subject to the conditions hereinafter stated, the common areas in the Shopping Center. The use of the common areas by Tenant and Tenant's customers and invitees shall be subject to the rights of Landlord under the terms of this Lease and the following conditions:

- A. The common areas shall be used by Tenant, its agents, employees, customers and invitees, in common with agents, employees, customers and invitees of Landlord, the other owners, occupants and tenants from time to time in the Shopping Center;
- B. Tenant's right to use the common areas shall terminate upon the termination of this Lease by lapse of time or otherwise;
- C. Tenant shall make no use of the common areas which shall interfere in any way with the use of the common areas by others or with the business of any other Tenant or with the Landlord;
- D. The use of all common areas shall be subject to the rules and regulations from time to time approved by Landlord, including the right of Landlord to institute a parking system by validation, metering or otherwise;
- E. Landlord shall have the right from time to time to construct other temporary and permanent buildings or improvements in common areas.

### **SECTION 8.3 CHARGE FOR COMMON AREAS AND FACILITIES:**

Tenant shall pay to Landlord as a "common area charge" a proportionate share of all costs and expenses of every kind and nature paid or incurred by Landlord in operating and maintaining the common areas. Such costs and expenses shall include but not be limited to: cleaning, lighting, maintaining, repairing and replacing (except to the extent proceeds of insurance or condemnation awards are available therefor) the malls and other common areas; maintaining, repairing and replacing the gas, electric, steam, cold water, and other utility lines serving the Shopping Center; cleaning, lighting, snow and ice removal, line painting; and landscaping of all vehicle parking areas and other common areas; providing public liability, property damage, fire and extended coverage and such other insurance as Landlord deems appropriate; total compensation and benefits (including premiums for Workmen's Compensation and other insurance) paid to or on behalf of employees; personal property taxes; supplies; fire protection and fire hydrant charges; water and sewer charges; utility charges; licenses and permit fees; supplying music to the common areas; reasonable depreciation of equipment used in operating and maintaining the common areas and rent paid for leasing any such equipment; the amortized cost of repaving vehicle parking areas; and an amount equal to fifteen percent (15%) of the total of all the foregoing costs and expenses to cover Landlord's administrative costs. Tenant's common area charge shall be determined by multiplying the total cost incurred by Landlord by the ratio of the square feet of floor area within the Leased Premises to the total square feet of floor area leased and occupied within all the buildings in the Shopping Center. For the purposes of Sections 7.1, 10.1, 10.4, 20.1, 20.2 and 24.19, as well as this Section 8.3, the term "floor area" with respect to the Leased Premises and with respect to all other leasable area, shall refer to floor area on all levels, including mezzanines, basements or balconies. No deduction shall be made for columns, stairs, elevators or any interior construction or equipment, but areas within malls whether open or enclosed, shall not be included. Any change in floor area in such buildings shall be deemed in effect on the first day of the next succeeding month following such change. The floor area included within the Leased Premises shall conclusively be deemed for all purposes of this Lease to be the figure for same set forth in the Supplement to Lease entered into by the Landlord and Tenant in accordance with Section 3.2 hereof.

Notwithstanding the foregoing provisions of this Section 8.3, the common area charge shall, at Landlord's option, include the cost of rental insurance carried by Landlord in amounts equal to the total annual obligation to Landlord of all tenants of the Shopping Center. Tenant's pro rata portion of such costs shall be determined on the basis of its annual liability to Landlord for rent, taxes, assessments, insurance premiums, and other common area charges rather than the floor area of the Leased Premises.

Tenant's common area charge shall be paid in monthly installments on the first day of each month in an amount to be estimated by Landlord. Within ninety (90) days following the end of the period used by Landlord in estimating Landlord's cost, Landlord shall furnish to Tenant a statement of the actual amount of Tenant's proportionate share of such common area charge for such period. Within fifteen (15) days thereafter, Tenant shall pay to Landlord or Landlord shall, at its sole option, pay to Tenant or credit to Tenant's account, as the case may be, the difference between the estimated amounts paid by Tenant and the actual amount of Tenant's common area charge for such period as shown by such statement.

## **ARTICLE IX UTILITIES**

### **SECTION 9.1 PUBLIC UTILITIES:**

Tenant shall be solely responsible for and promptly pay all charges for water, gas, heat, electricity, sewer and any other utility used upon or furnished to the Leased Premises. If Landlord shall elect to supply any of the foregoing utilities used upon or furnished to the Leased Premises, Tenant agrees to purchase and pay for the same as additional rent, within ten (10) days of the presentation by Landlord to Tenant of bills therefor, at the applicable rates filed by the utility company serving the area with the proper regulating authority and in effect from time to time covering such services. The obligation of the Tenant to pay for such utilities shall commence as of the date on which possession of the Leased Premises is delivered to Tenant, as provided for in Section 3.1 of this Lease, without regard to the formal Commencement Date of this Lease. Tenant's failure to make timely payment of any utility bills shall be a material breach of this Lease. Landlord may, but is not obligated to, pay any utility bill which Tenant fails to pay in a timely manner. If Landlord so elects to pay Tenant's utility bills, Tenant shall, without prejudice to any remedy for Tenant's breach Landlord may have hereunder or otherwise, pay to Landlord an amount equal to one hundred and twenty-five percent (125%) of any such payment as additional rent hereunder.

### **SECTION 9.2 HEATING AND AIR CONDITIONING:**

Landlord may elect to furnish steam in reasonable quantities for heating the Leased Premises, and it may elect to furnish air conditioning water and domestic water as reasonably required in the operation of Tenant's business. In the event of either or both such elections, Tenant shall pay to Landlord a reasonable charge for such utility services on the first day of each month, in advance, in an amount equal to one-twelfth (1/12) of the amount of such charge estimated by Landlord for the calendar year in question. Landlord shall furnish Tenant a statement showing the computation of the actual charges for such utility services within one hundred eighty (180) days after the close of the calendar year in question, and the amount of any overpayment by Tenant shall, at Landlord's sole option, be either

refunded to Tenant or credited against any payment due hereunder.

All charges for utility services furnished by Landlord shall be deemed to be additional rent hereunder. Neither the Landlord, nor any company, firm or individual operating, maintaining, managing or supervising the plant or facilities furnishing said utilities, nor any of their respective agents or employees, shall be liable to Tenant or any of Tenant's employees, agents, customers or invitees or anyone claiming through or under Tenant, for any damages, injuries, losses, expenses, claims or causes of action because of any interruption or discontinuance at any time for any reason in the furnishing of any of said utilities, nor shall any such interruption or discontinuance be deemed an eviction or disturbance of Tenant's use or possession of the Leased Premises or any part thereof; nor shall any interruption or discontinuance relieve Tenant from full performance of Tenant's obligations under this Lease.

## ARTICLE X INDEMNITY AND INSURANCE

### SECTION 10.1 LANDLORD'S INSURANCE:

Landlord agrees to purchase and keep in full force and effect insurance on Landlord's buildings in the Shopping Center against fire and such other risks as may be included in extended coverage insurance from time to time available in an amount not less than the greater of eighty percent (80%) of full insurable replacement value of Landlord's buildings in the Shopping Center and Tenant's Work, excluding the applicable items to be insured by Tenant under Section 10.2 hereof, or the amount sufficient to prevent Landlord from becoming a co-insurer under the terms of the applicable policies. Landlord's insurance coverage for Tenant's Work shall be based on Tenant's detailed breakdown of the final costs of construction as provided in Exhibit D. Tenant agrees promptly to furnish to Landlord a detailed breakdown of construction costs and supporting evidence relating to same with respect to any additional cost of repairs, alterations or additions to Tenant's Work during the term of this Lease, and such additional information concerning alterations or additions to Tenant's Work as the Landlord shall request. Tenant shall pay to the Landlord with the next installment of Fixed Minimum Rent due after Landlord bills Tenant therefor that portion of the total cost of said insurance on Landlord's buildings in the Shopping Center as equal the product resulting from multiplying Landlord's total premium expense pertaining to the Shopping Center (excluding therefrom the amount thereof attributable to insuring the common areas, for which provision has been made in Section 8.3 hereof) by the ratio of the number of square feet of floor area included within the Leased Premises to the total number of square feet of floor area leased and occupied within the buildings in the Shopping Center as of the date of such bill. Tenant hereby waives any rights in said policy or policies maintained by Landlord, and agrees that Tenant shall not be entitled to be named insured thereunder. In the event any of Landlord's policies insures premises or risks other than those pertaining to the Shopping Center, the statement of the insurer shall be conclusive as to the portion of the insurance premium attributable to the Shopping Center.

### SECTION 10.2 PUBLIC LIABILITY AND FIRE AND EXTENDED COVERAGE INSURANCE:

Tenant agrees to maintain during the term hereof commencing on the date Tenant takes possession of the Leased Premises for the purpose of doing Tenant's Work the following insurance coverage with respect to the Leased Premises in a company, in such form, and with such deductible amounts (if any) satisfactory to the Landlord:

- A. Comprehensive public liability, together with contractual liability endorsements covering Tenant's obligations set forth in Section 10.4 hereof, and property damage insurance in the minimum amounts set forth in Section 1.1.G. hereof, or such greater amounts as Landlord may reasonably hereafter from time to time advise Tenant in writing.
- B. Fire, other risks covered by standard extended coverage endorsements, vandalism and malicious mischief on contents, and business property insurance endorsed to cover Tenant's stock-in-trade, trade fixtures, furniture, furnishings, equipment, floor and wall coverings and all other items of personal property of Tenant located on or within the Leased Premises in an amount not less than eighty percent (80%) of replacement cost thereof.
- C. Workmen's compensation, products liability, and plate glass insurance.
- D. Any other insurance coverage Landlord may at any time reasonably request of Tenant.
- E. Claims, damages and liabilities arising under the Illinois Liquor Control Law and the so-called Dram Shop Act and under any future law, statute, rule or ordinance pertaining to the storage, sale, use or gift of alcoholic beverages on or from the Leased Premises.

Tenant agrees to deliver or caused to be delivered to Landlord at least ten (10) days prior to the commencement of any work under Article IV hereof or the commencement of any work under Article XI hereof a policy or certificate of insurance in a company satisfactory to Landlord providing public liability and property damage coverage in the minimum amounts set forth above or in such greater amounts as Landlord may hereafter from time to time advise Tenant in writing naming Tenant, his general contractor, all subcontractors, and Landlord, its employees and agents as assured parties endorsed so as to cover any and all liability arising out of or in any manner connected with

the work to be performed on the Leased Premises by the Tenant. Except as otherwise herein provided, all policies maintained by Tenant pursuant to this Section 10.2 shall name Landlord and Tenant as co-insureds, and shall provide for payment to Landlord and Tenant as their interests shall appear. All policies maintained by Tenant pursuant to this Section 10.2 shall provide that the Landlord shall be given a minimum of thirty (30) days' written notice by the insurance company prior to the cancellation, termination, or change of such coverage. All insurance herein required shall be deemed to be additional obligations of the Tenant and not in discharge of or a limitation to Tenant's obligations to indemnify Landlord, its employees and agents under Section 10.4 hereof.

**SECTION 10.3 WAIVER OF LIABILITY:**

Tenant releases Landlord and Landlord's agents and employees from, and waives all claims for damage to persons or properties or loss of business sustained by Tenant or any occupant of the Leased Premises or of the Shopping Center resulting from an accident occurring in or about the Leased Premises, or any part of the Shopping Center resulting from the disrepair of any part of the Leased Premises or any part of the Shopping Center, or resulting directly or indirectly from any act or neglect of any tenant or occupant of the Shopping Center, or any other person, including Landlord's agents and employees. This paragraph shall apply especially, but not exclusively, to flooding of basements or other subsurface areas, and to damage caused by refrigerators, sprinkling devices, air conditioning apparatus, water, snow, frost, steam, excessive heat or cold, falling plaster, broken glass, sewage, gas, odors or noise, bursting or leaking pipes or plumbing fixtures, and shall apply equally whether any such damage results from the act or neglect of Landlord or of other tenants, occupants or servants in the Shopping Center or of any other person, and whether such damage be caused or result from any thing or circumstance above mentioned or referred to, or any other thing or circumstance whether of a like nature or of a wholly different nature. If any such damage, whether to the Leased Premises or to the Shopping Center or any part thereof, or whether to Landlord or to other tenants in the Shopping Center, result from any act of neglect of Tenant, Landlord may, at Landlord's option, repair such damage and Tenant shall, upon demand by Landlord, reimburse Landlord forthwith for the total cost of such repairs. Tenant shall not be liable for any damage caused by its act or neglect if Landlord or a tenant has recovered the full amount of the damage from insurance and the insurance company has waived in writing its right of subrogation against Tenant. All property belonging to Tenant or any occupant of the Premises that is in the Shopping Center or the Leased Premises shall be there at the risk of Tenant or other person only, and Landlord shall not be liable for damage thereto or theft or misappropriation thereof.

**SECTION 10.4 INDEMNIFICATION BY TENANT:**

Tenant shall protect, indemnify, save and hold harmless Landlord, its employees and agents, and other tenants and occupants of the Shopping Center against and from all damages, suits, liability, claims, loss, cost, damage or expense (including, without limitation, attorneys' fees) arising out of, from or in any way relating to the following: any accident or other occurrence in, on, at or related to the Leased Premises, the Shopping Center or the business of Tenant (including, without limitation, any product liability claim or any matter whatsoever relating to the sale of liquor by Tenant or on or about the Premises); the utilities serving the Leased Premises or located thereunder causing injury to any person or property whomsoever or whatsoever; the occupancy or use of the Leased Premises, or the Shopping Center; construction in, on or about the Leased Premises or the Shopping Center, or any act or omission of Tenant, its employees, agents, invitees, subtenants, licensees, customers, suppliers, assignees or contractors. Tenant shall protect and save and hold Landlord, its employees and agents harmless and indemnified against and from any penalty or damage or charges imposed for any violations of any law or ordinance whether occasioned by the neglect of Tenant or those holding under Tenant, and also will protect, indemnify, save and keep harmless Landlord and other tenants and occupants of the Shopping Center against and from any and all claims and against and from any and all loss, cost, damage, liens or expenses arising out of any failure of Tenant in any respect to comply with and perform all the requirements and provisions of this Lease.

**SECTION 10.5 MUTUAL WAIVER OF SUBROGATION:**

Landlord and Tenant each agree to cause to be included in their respective policies of fire and extended coverage insurance the agreement of the issuer thereof that said policies shall not be invalidated by a waiver of claim by the insured against the Landlord or Tenant, as the case may be, and each will furnish evidence thereof to the other. Each party hereto does hereby remise, release and discharge the other party hereto, and any officer, agent, employee or representative of such party, of and from any liability whatsoever hereafter arising from loss, damage or injury caused by fire or other casualty of which insurance (permitting waiver of liability and containing a waiver of subrogation) is carried by the injured party at the time of such loss, damage or injury to the extent of any recovery by the injured party under such insurance.



**ARTICLE XI  
REPAIRS AND ALTERATIONS**

**SECTION 11.1 REPAIRS BY LANDLORD:**

Landlord shall keep the foundations, roof, structural portions of the walls, and structural portions of the floors of the Leased Premises in good condition and repair (taking into account ordinary wear and tear), except for repairs required thereto by reason of the acts of Tenant, Tenant's employees, agents, invitees, licensees or contractors. Tenant shall give Landlord written notice of the necessity for repairs coming to the attention of Tenant following which Landlord shall have a reasonable time to undertake and complete such repairs. The provisions of this Section shall not apply in the case of damage or destruction by fire or other casualty or by eminent domain, in which event the obligations of Landlord shall be controlled by either Article XIII or Article XIV hereof. Landlord's liability under this Section 11.1 shall be limited to the cost of repairs required hereunder. Except as provided in this Section 11.1, Landlord shall not be obligated to make repairs, replacements or improvements of any kind upon the Leased Premises, or any equipment, facilities or fixtures contained therein, which shall be the responsibility of Tenant as provided in Section 11.3.

**SECTION 11.2 ALTERATIONS OR IMPROVEMENTS BY LANDLORD:**

Landlord reserves the right at any time to make alterations, modifications, reductions, expansions or additions to, and to build an additional story or stories on any building or portion of any building in the Shopping Center whether or not the Leased Premises are contained therein and to build adjoining the same. Landlord reserves the right as to the Shopping Center at any time to do, or permit to be done, any or all of the following: add or remove buildings, structures or common areas; change the number and location of buildings and structures; change building dimensions; change the number of floors in any of the buildings or structures; add to, alter or remove partially or wholly any structure or structures or to enclose any mall area; change the identity and type of stores and tenants and the dimensions thereof; change the name of the Shopping Center in which the Leased Premises are located; change the address or designation of the Leased Premises or the building in which the Leased Premises are located; provide subterranean and multiple level parking decks, convert common areas into feasible areas (including, without limitation, installation of kiosks in the mall) or construct temporary or permanent buildings or improvements in the common areas; change the location or character of or make alterations in or addition to the common areas and to otherwise alter, repair or reconstruct the common areas or to change the use thereof; and expand the size of the Shopping Center by acquiring or making available additional land; provided, however, that no such changes shall materially alter the size of the Leased Premises or deny reasonable ingress to or egress from the Leased Premises, or reduce the number of vehicle parking spaces below that required by law.

**SECTION 11.3 ACCESS TO PREMISES:**

Tenant agrees that Landlord, its agents or employees or any person authorized by Landlord may enter the Leased Premises as reasonably necessary during normal business hours, except that entry shall be permitted at any time when an emergency situation is deemed to exist which warrants entry, to inspect the condition of the same, to make such repairs, additions, improvements, changes or alterations to the Leased Premises, the building of which the Leased Premises are a part or the Shopping Center, as Landlord may elect to make, and to exhibit the same to prospective purchasers of the building of which the Leased Premises are a part or the Shopping Center or to prospective tenants. Such entry, inspection and repairs, additions, improvements, changes or alterations as Landlord may make in the Shopping Center shall not constitute eviction of Tenant in whole or in part and the rent reserved shall in no way abate while such work is being done by reason of loss or interruption of Tenant's business or otherwise. If Tenant or Tenant's agents or employees shall not be present to permit entry into the Leased Premises at any time and for any reason when entry therein shall be necessary, Landlord shall have the right to gain access to the Leased Premises in any manner it may choose without liability therefor and without in any manner affecting the obligations, covenants, terms or conditions of this Lease. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligations or liability whatsoever for care, supervision, repair, improvement, addition, change or alteration of the Leased Premises, the building or the Shopping Center, other than as herein expressly provided.

**SECTION 11.4 REPAIRS BY TENANT:**

Except as provided in Section 11.1 hereof, Tenant shall keep the Leased Premises and every part thereof and any fixtures, facilities or equipment contained therein, in good condition and repair, including, but not limited to, the heating, air conditioning, electrical, plumbing and sewer systems serving the Leased Premises, the exterior doors, window frames and all portions of the storefront area, and shall make any replacements thereof and of all broken and cracked glass which may become necessary during the term of this Lease, and excepting any repairs to items of Landlord's original construction made necessary by reason of damage due to fire or other casualty covered by standard fire and extended coverage insurance.

**SECTION 11.5 TENANT'S FAILURE TO REPAIR:**

If Tenant shall fail, refuse or neglect to make repairs in accordance with the terms and provisions of this Lease, the same shall constitute a material breach of this Lease, and Landlord shall have the right, at its option and without prejudice to any remedies it may have hereunder or otherwise, upon fifteen (15) days' written notice to Tenant, to enter the Leased

Premises and make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures or property or to Tenant's business by reason thereof, except loss or damage arising out of the negligent acts of Landlord, and upon completion thereof, Tenant shall pay Landlord's costs for making such repairs upon presentation of a bill therefor, as additional rent.

#### **SECTION 11.6 ALTERATIONS OR IMPROVEMENTS BY TENANT:**

Tenant shall not, without Landlord's prior written consent, make, or permit to be made, any alterations, additions or improvements to the Leased Premises. Any alterations which may be permitted by Landlord shall be upon the condition that Tenant shall promptly pay all costs, expenses and charges thereof, shall make such alterations and improvements in accordance with applicable laws and building codes and in good and workmanlike manner, and shall fully and completely indemnify and protect Landlord against any mechanic's lien or other liens or claims in connection with the making of such alterations and improvements by obtaining mechanic's lien waivers in advance in accordance with Section 4.3. Tenant shall promptly repair any damages to the Leased Premises, or to the building of which the Leased Premises are a part, caused by any alterations, additions or improvements to the Leased Premises by Tenant. Landlord reserves the right to approve any contractor employed by Tenant to make such alterations, additions or improvements provided that such approval shall not constitute a waiver of Tenant's duty to complete such work in a good and workmanlike manner and in accordance with applicable laws and building codes as hereinabove provided.

#### **SECTION 11.7 REMOVAL OF TENANT'S IMPROVEMENTS:**

All items of Landlord's construction, all heating and air conditioning equipment, and all alterations and other improvements by Tenant shall become the property of Landlord and shall not be removed from the Leased Premises. All trade fixtures, furniture, furnishings and signs installed in the Leased Premises by Tenant and paid for by Tenant shall remain the property of Tenant and may be removed upon the expiration of the term of this Lease; provided (a) that any of such items as are affixed to the Leased Premises and require severance may be removed only if Tenant repairs any damage caused by such removal, and (b) that Tenant shall have fully performed all of the covenants and agreements to be performed by Tenant under the provisions of the Lease. If Tenant fails to remove such items from the Leased Premises prior to the expiration or earlier termination of this Lease, all such trade fixtures, furniture, furnishings and signs shall become the property of the Landlord unless Landlord elects to require their removal, in which case Tenant shall promptly remove same and restore the Leased Premises to its prior condition.

### **ARTICLE XII OWNERSHIP; ASSIGNMENT AND SUBLETTING**

#### **SECTION 12.1 OWNERSHIP:**

If Tenant is a corporation or partnership and if the ownership thereof shall materially change at any time during the term of this Lease, or if a substantial portion of the assets of Tenant shall be sold, assigned or transferred with or without a specific assignment of this Lease, or, if Tenant shall merge or consolidate with any firm or corporation, Landlord at its option may, by giving sixty (60) days' prior written notice to Tenant, declare such change a breach of this Lease subject to the remedies provided for breach in Article XVI hereof. Ownership of a corporation shall be deemed to have materially changed if a number of its shares which constitute twenty-five percent (25%) of the number thereof outstanding from time to time shall be transferred except by bequest or inheritance by either the owners thereof at the time of execution of this Lease (or at the time of any subsequent consent by the Landlord to such a transfer of shares) or by the corporation, and such transfer of shares shall not first have been approved in writing by Landlord. Partnership ownership shall be deemed to have materially changed if one-third or more of the partners have changed at any time during the term of this Lease. If Tenant is a sole proprietorship, Landlord shall have the option, without prejudice to the remedies available to it hereunder or otherwise, to terminate this Lease in the event of Tenant's incapacity or death upon sixty (60) days' prior written notice to Tenant or his legal representative.

#### **SECTION 12.2 ASSIGNMENT AND SUBLETTING:**

Tenant shall not transfer, assign, sublet, enter into a license or concession agreement or hypothecate this Lease or Tenant's interest in and to the Leased Premises, or permit any transfer of Tenant's interest created hereby or allow any liens upon Tenant's interest by operation of law, or permit the use or occupancy of the Leased Premises or any part thereof by anyone other than Tenant, without first obtaining the prior written consent of Landlord. It shall be a condition to any such consent by Landlord that Tenant shall reimburse Landlord for any and all cost and expense relating thereto, including but not limited to attorneys' fees for the review and preparation of required documentation. No consent by Landlord shall operate to relieve Tenant from primary liability for the performance of all obligations of any sublessee, assignee, or licensee under this Lease. The parties agree that any pledge or hypothecation of this Lease shall be subordinate to the rights of the Landlord hereunder. Any attempt to transfer, assign, sublet or license or enter into a concession agreement or otherwise hypothecate or to transfer by operation of law or occupy the Leased Premises by a party other than Tenant shall be void and confer no rights on any third party, unless the Landlord so elects. The consent by Landlord to any transfer, assignment, subletting, license or concession agreement or hypothecation or transfer by operation of law or occupation by a party other than Tenant shall not constitute a waiver of the necessity of such consent to any subsequent transfer, assignment, subletting, license,

concession agreement or hypothecation or transfer by operation of law or occupation by a party other than Tenant. Each transfer, assignment, subletting, license, concession agreement, hypothecation, transfer by operation of law or occupation by a party other than Tenant to which there has been consent shall be by an instrument in writing, in form satisfactory to Landlord, and shall be executed by the transferor, assignor, sublessor, licensor, concessionaire, hypothecator, or mortgagor and the transferee, assignee, sublessee, licensee, concessionaire, or mortgagee shall agree in writing for the benefit of Landlord to assume, to be bound by, and to perform the terms, covenants and conditions of this Lease to be done, kept and performed by Tenant. One (1) executed copy of such written instrument in form satisfactory to Landlord shall be delivered to Landlord forthwith. Failure to first obtain in writing Landlord's consent or failure to comply with the provisions of this article shall operate to prevent any such transfer, assignment, subletting, license, concession agreement, hypothecation, transfer by operation of law or occupation by some party other than Tenant from becoming effective, unless the Landlord so elects.

#### ARTICLE XIII DAMAGE AND DESTRUCTION

##### SECTION 13.1 REPAIR OF DAMAGE:

In the event the Leased Premises are damaged by fire, explosion, or other casualty to an extent which is less than twenty-five percent (25%) of the cost of replacement of the Leased Premises, the Landlord shall, except as otherwise permitted by the NYLIC Lease, promptly after adjustment of any relevant insurance claim commence the repair of such damage at Landlord's expense, but, in no event shall Landlord be required to repair or replace Tenant's stock-in-trade, trade fixtures, furniture, furnishings, equipment or personal property.

In the event (a) the Leased Premises are damaged to the extent of twenty-five percent (25%) or more of the cost of replacement of the Leased Premises, or (b) the building in the Shopping Center containing the Leased Premises is damaged to the extent of fifty percent (50%) or more of the cost of replacement, or (c) any damage to the Leased Premises occurs during the last three (3) years of the term of this Lease, Landlord may elect to repair or rebuild the Leased Premises or the buildings on the Shopping Center, as the case may be; to terminate this Lease upon giving notice of such election in writing to Tenant within ninety (90) days after the event causing the damage; or, require Tenant to occupy any premises in the Shopping Center which in Landlord's judgment are reasonably equivalent to the Leased Premises for the balance of the term of the Lease and in accordance with all other terms and conditions hereof. If any such casualty (a) occurs after March 30, 2054, (b) renders at least seventy-five percent (75%) of the floor area of the building containing the Leased Premises untenantable, and (c) along with attendant repairing or rebuilding, renders the Leased Premises untenantable, in whole or in part, a proportionate abatement of the Fixed Minimum Rent shall be allowed until the date Landlord completes the repairs or rebuilding. If Landlord is required or elects to repair the Leased Premises, Tenant shall repair or replace its stock-in-trade, trade fixtures, furniture, furnishings, equipment and personal property in a manner and to at least a condition equal to that prior to its damage or destruction and the proceeds of all of Tenant's insurance received by Tenant shall be held in trust by Tenant for the purpose of such repair and replacement.

##### SECTION 13.2 INSURANCE PROCEEDS:

All insurance proceeds paid on account of any casualty described in Section 13.1 hereof pursuant to any insurance policy maintained by Tenant shall be applied to the payment of the cost of repair or replacement of Tenant's stock-in-trade, trade fixtures, furniture, furnishings, equipment and personal property damaged or destroyed by said casualty. Any such insurance proceeds paid to Landlord shall be disbursed by Landlord to Tenant or for Tenant's account as herein provided if Tenant is not in breach of this Lease. Tenant shall submit a written application setting forth the contract price for work to be performed or goods to be purchased, the amounts, if any, previously paid thereon, the balance due, the amount necessary to complete the work, and the sum that has been paid by Tenant or is justly due to contractors, subcontractors, materialmen or other persons (whose names and addresses shall be stated), and a statement that except for the amounts stated in said application, there is no outstanding indebtedness known, after due inquiry, which is then due and payable for work, labor, services or materials supplied at Tenant's request in connection with the Leased Premises. Upon submission of an application in accordance with the preceding sentence of this Section 13.2 which is satisfactory to Landlord, Landlord shall, out of the proceeds of Tenant's insurance policy, either pay to the persons named in the application the respective amounts therein set forth, or pay to Tenant the amount stated in the application to have been paid by Tenant (it being understood and agreed that until completion of the repairs and replacements to be made by Tenant that an amount equal to the ten percent (10%) of the insurance proceeds paid to the Landlord is to be withheld).

**ARTICLE XIV  
EMINENT DOMAIN**

If any portion of the Leased Premises or, in Landlord's determination, any significant portion of the building of which the Leased Premises are a part or of the Shopping Center shall be taken under eminent domain proceedings, Landlord may, at Landlord's option, either (a) terminate this Lease by written notice to Tenant, such termination to be effective on or after the date possession by eminent domain is taken if the Leased Premises is included in such taking, or no later than one hundred eighty (180) days after the date possession is taken if the Leased Premises is not included in such taking, or (b) require Tenant to occupy any premises in the Shopping Center which in Landlord's judgment are reasonably equivalent to the Leased Premises for the balance of the term of the Lease and in accordance with all other terms and conditions hereof. If the taking of a sufficient or a certain portion of the Leased Premises by eminent domain renders the balance of the Leased Premises inadequate for the operation of Tenant's business at the Shopping Center, Tenant shall have the right to terminate this Lease upon written notice to Landlord within thirty (30) days from the date of such taking, said termination to be effective not less than ninety (90) days from the date said written notice is given to Landlord. In any event, Tenant shall have no claim against Landlord by reason of such taking. The entire compensation awarded in or by reason of said eminent domain proceedings shall belong to Landlord without any deduction therefrom for any present or future estate or interest of Tenant; provided, however, that Tenant shall have the right to claim and recover from the condemning authority, but not from the Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damages to Tenant's business by reason of the condemnation for or on account of any damages or loss to which Tenant might be put in removing Tenant's merchandise, furniture, fixtures, leasehold improvements and equipment.

**ARTICLE XV  
RULES AND REGULATIONS**

Tenant covenants and agrees with Landlord that:

- A. Tenant shall not affix or maintain outside the Leased Premises, including the exterior of the glass panes and supports of the show windows (and within twenty-four [24] inches of any window), doors and the exterior walls of the Leased Premises, or anyplace within the Leased Premises intended to be seen from the exterior of the Leased Premises, any signs, advertising placards, names, insignia, notices, trademarks, descriptive material or any other such like item or items, and Landlord shall have the right, without giving prior notice to Tenant and without any liability for damage to the Leased Premises reasonably caused thereby, to remove any of the same from the Leased Premises, except such as shall have first received written approval of Landlord, which approval with respect to all exterior signs Landlord may at its sole discretion refuse to grant. No symbol, design, name, mark or insignia adopted by Landlord for the Shopping Center shall be used without the prior written consent of Landlord. No illuminated signs located in the interior of the Leased Premises shall advertise any product. All signs located in the interior of the Leased Premises shall be in good taste so as not to detract from the general appearance of the Leased Premises or of the Shopping Center. Tenant shall not use handbills or balloons for advertising at the Shopping Center;
- B. No awnings or other projections shall be attached to the exterior walls of the Leased Premises or the building of which they form a part;
- C. All loading and unloading of goods shall be done only at such time, in the areas and through the entrance designated for such purpose by Landlord;
- D. All garbage and refuse shall be kept in the kind of container specified by Landlord, shall be placed in the areas specified by Landlord and prepared for collection in the manner and at the times and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost, provided such cost shall be competitive to any similar service available to Tenant. Tenant shall not install or cause to be installed any automatic garbage disposal equipment without the prior written consent of Landlord;
- E. No radio or television or other similar device shall be installed, and no aerial shall be erected on the roof, on exterior walls of the Leased Premises or the Shopping Center, or on the grounds, without in each instance having obtained Landlord's prior written consent. Any such device or aerial so installed without such prior consent shall be subject to removal without notice at any time;
- F. No loudspeakers, television sets, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside the Leased Premises without the prior written consent of Landlord;
- G. Tenant shall keep Tenant's display windows illuminated and permitted signs and lights on the storefront lighted each and every day of the term hereof during the hours designated by Landlord.

- H. Tenant shall keep the Leased Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures;
- I. Tenant shall not permit any obstructions or merchandise in the service corridors, sidewalks, entrances, passages, courts, corridors, elevators or stairways;
- J. Tenant and Tenant's employees shall park their cars only in those portions of the parking area designated for employee parking by Landlord. Tenant shall furnish Landlord the state automobile license numbers assigned to the car or cars of Tenant and its employees within five (5) days of any request to do so by Landlord;
- K. Tenant shall use at Tenant's cost such pest extermination contractor as Landlord may direct and at such intervals as Landlord may reasonably require, provided the cost thereof is competitive to any similar service available to Tenant;
- L. In the event Landlord installs a supervised sprinkler alarm system for the protection of Tenant and of the Shopping Center, Tenant agrees to pay its pro rata share of the monthly alarm service charge;
- M. Tenant will cooperate and participate in any security programs implemented with respect to the entire Shopping Center and will coordinate any security devices or programs it maintains within the Leased Premises with the overall security requirements of the Shopping Center;
- N. Tenant shall not make or permit any noise or odor which Landlord deems objectionable to emanate from the Leased Premises and no person shall use the Leased Premises as sleeping quarters, sleeping apartments or lodging rooms;
- O. Tenant shall obtain all permits or licenses necessary to conduct its business;
- P. Except for those exclusively for use by employees of Tenant which are not visible from the sales area of Tenant's Leased Premises or the exterior of the Leased Premises, Tenant shall not operate any coin or token operated vending machine or similar device for the sale of any goods, wares, merchandise, food, beverages, or services including, but not limited to, pay telephones, pay lockers, pay toilets, pay scales, amusement devices, and machines for the sale of beverages, food, candy, cigarettes or other commodities, without the prior written consent of Landlord;
- Q. Tenant shall not place or maintain any temporary fixture for display of merchandise in front of or within any entrance to the Leased Premises which is within six (6) feet of the front line of the Leased Premises or within three (3) feet of any recessed entry of the Leased Premises, and Landlord shall have the right, without giving prior notice to Tenant and without any liability for damage to the Leased Premises or Tenant's merchandise, to remove any of the same from the Leased Premises except such as shall have first received the written approval of Landlord as to size, color, location, nature and display qualities; and
- R. Tenant shall not make noises, cause disturbances or vibrations or use or operate any electrical or electronic devices or other devices that emit sound and other waves or disturbances, or create odors, any of which may be offensive to other tenants, occupants or customers of the Shopping Center or that would interfere with the operation of any device or equipment or radio or television broadcasting or reception from within the Shopping Center or elsewhere.

The foregoing covenants and agreements in this Article XV shall be referred to collectively as "Rules and Regulations."

Tenant agrees that Landlord may amend, modify and delete present rules and regulations or add new and additional reasonable rules and regulations for the use and care of the Leased Premises, the building of which the Leased Premises are a part, the common areas and all of the Shopping Center. Tenant agrees to comply with all such rules and regulations upon notice to Tenant from Landlord or upon the posting of same in such place within the Shopping Center as Landlord may designate.

In the event of any breaches of any rules and regulations herein set forth or any amendments or additions thereto, Landlord shall have all remedies in this Lease provided for default of Tenant.

ARTICLE XVI  
DEFAULT BY TENANT AND REMEDIES

It is agreed that:

- A. If Tenant vacates or abandons the Leased Premises, permits the same to remain vacant or unoccupied for a period of five (5) or more days, or fails to conduct business at the Leased Premises for a period of five (5) or more consecutive days, except if prevented from doing so by strikes or other reasons beyond Tenant's reasonable control;
- B. If the rent, additional rent, or any part thereof or any other payment or deposit of money required hereunder when due, shall be unpaid for five (5) days after written notice thereof to Tenant;
- C. If default shall be made in the prompt and full performance of any covenant, condition or agreement of this Lease to be kept or performed by Tenant (other than an obligation of Tenant referred to in Paragraph A or Paragraph B of this Article XVI) and Tenant shall fail to promptly and fully cure such default or breach of performance or such default or breach of performance shall continue, except as otherwise specifically set forth herein, for more than a reasonable time (in no event to exceed thirty [30] days unless, with respect to any default which cannot be cured within thirty [30] days, Tenant or any person holding by, through or under Tenant, in good faith, within a reasonable time in no event to exceed ten [10] days after receipt of such written notice, shall have commenced and thereafter shall continue diligently to prosecute all action necessary to cure such default) after written notice to Tenant, specifying such default or breach of performance, or
- D. If any proceeding shall be commenced to declare Tenant or Guarantor of this Lease, if any, bankrupt or insolvent or to obtain relief under any chapter or provision of any bankruptcy or debtor relief law or act or to reduce or modify Tenant's or Guarantor's debts or obligations or to delay or extend the payment thereof, or if any assignment of Tenant's or Guarantor's property be made for the benefit of creditors, or if a receiver or trustee be appointed for Tenant or Guarantor or for Tenant's or Guarantor's property or business (unless in the case of a petition filed against Tenant or Guarantor, the same is dismissed within sixty [60] days);

Then Landlord may treat the occurrence of any one or more of the foregoing events as a material breach of this Lease and thereupon at its option, without further notice or demand of any kind to Tenant or Guarantor or any other person, may have in addition to all other legal or equitable remedies provided hereunder or otherwise available, the following described remedies:

- (1) Landlord may elect to terminate this Lease and the term created hereby, in which event Landlord forthwith may repossess the Leased Premises and Tenant shall pay at once to Landlord as liquidated damages a sum of money equal to fifty percent (50%) of the Fixed Minimum Rent provided in Article I of this Lease and all other sums provided to be paid by Tenant to Landlord for the balance of the stated term of this Lease, and shall pay any other sum of money and damages due or to become due to Landlord from Tenant.
- (2) Landlord may elect to terminate Tenant's right to possession without termination of this Lease, in which event Tenant agrees to surrender possession and vacate the Leased Premises immediately and deliver possession thereof to Landlord, and Tenant hereby grants to Landlord full and free license to enter into and upon the Leased Premises, in whole or in part, with or without process of law, to repossess the Leased Premises or any part thereof and to expel or remove Tenant and any other person, firm or corporation who may be occupying or within the Leased Premises or any part thereof and remove any and all property therefrom without terminating this Lease or releasing Tenant in whole or in part from Tenant's obligation to pay rent and perform the covenants, conditions and agreements to be performed by Tenant as provided in this Lease without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without relinquishing Landlord's right to rental or any other right of Landlord under this Lease or by operation of law.

Tenant hereby expressly waives the service of any notice of any election made by Landlord under this Article XVI, demand for possession, including any and every form of demand and notice prescribed by law, Landlord being obligated to give only such notice as is in this Lease specified.

Upon and after entry into possession without terminating this Lease, Landlord may, but shall not be obligated to, relet all or any part of the Leased Premises for the account of Tenant for such rent and upon such terms and to such person, firm or corporation and for such period or periods as Landlord in Landlord's sole discretion shall determine, and Landlord shall not be required to accept any tenant offered by Tenant, to observe any instruction given by Tenant about such reletting or to do any act or exercise any care or diligence with respect to such reletting or to the mitigation of damages of Tenant. For the purpose of such reletting, Landlord may decorate or make repairs, changes, alterations or additions in or to the Leased Premises to the extent deemed by Landlord desirable or convenient. All such consideration so received shall be the sole property of Landlord; provided, however, if the consideration collected by Landlord upon any such reletting for Tenant's account is not sufficient to pay the rental reserved in this Lease plus an amount equal to the greater of (a) five percent (5%) of the rent provided for in any new Lease for the portion of the new term which is coincident with the remainder of the term hereof as liquidated damages, or (b)

the cost of repairs, alterations, additions, redecorating and Landlord's other expenses, Tenant agrees to pay to Landlord the deficiency upon demand.

The service of a five day notice, demand for possession, a notice that the tenancy hereby created will be terminated on the date therein named, institution of an action of forcible detainer or ejectment or the entering of a judgment for possession in such action or any other act or acts resulting in the termination of Tenant's right to possession of the Leased Premises shall not relieve Tenant from Tenant's obligation to pay the rent hereunder during the balance of the term or any extension thereof, except as herein expressly provided. Landlord may collect and receive any rent due from Tenant and the payment thereof shall not constitute a waiver of or affect any notice or demand given, suit instituted or judgment obtained by Landlord, or be held to waive, affect, change, modify or alter the rights or remedies which Landlord has in equity or at law or by virtue of this Lease

The acceptance of liquidated damages by Landlord under any of the provisions of this Lease shall not preclude Landlord from the enforcement of any of the covenants or agreements of this Lease, nor shall any other act which infers recognition of tenancy operate as a waiver of Landlord's right to terminate this Lease or operate as an extension of this Lease.

#### ARTICLE XVII ATTORNEYS' FEES

In case Landlord, Landlord's beneficiaries or their agents or employees, or any of them, shall be made a party to any litigation commenced by or against Tenant, then Tenant shall upon written demand pay all costs, expenses and attorneys' fees incurred or paid by Landlord, Landlord's beneficiaries and either's agents and employees in connection with such litigation. Tenant shall also pay all costs, expenses and attorneys' fees that may be incurred or paid by Landlord, Landlord's beneficiaries and either's agents in successfully enforcing the covenants and agreements of this Lease

#### ARTICLE XVIII SECURITY DEPOSIT

To secure the faithful performance by Tenant of the covenants, conditions and agreements set forth in this Lease to be performed by it, Tenant has deposited with Landlord the sum of \$1,881.00 ~~XXXXXXX~~ on the understanding:

- A. That such deposit or any portion thereof may be applied to the curing of any default that may exist, without prejudice to any other remedy or remedies which the Landlord may have on account thereof, and upon such application Tenant shall pay Landlord on demand the amount so applied which shall be added to the security deposit so that same will be restored to its original amount,
- B. That should the Leased Premises be transferred by Landlord, the security deposit or any balance thereof may be turned over the Landlord's successor or transferee, and Tenant agrees to look solely to such successor or transferee for such application or return;
- C. That Landlord or its successors shall not be obligated to hold the security deposit as a separate fund, but may commingle it with other funds;
- D. That if Tenant shall faithfully perform all of the covenants and agreements in this Lease contained on the part of the Tenant to be performed the security deposit, or any then remaining balance thereof, shall be returned to Tenant, without interest, when the Tenant's liability (if any) for taxes and common area expenses has been determined in accordance herewith following the expiration or termination of the term of the Lease.

#### ARTICLE XIX TENANT'S ADVERTISING

Tenant agrees to spend for advertising during each Lease Year or Partial Lease Year hereof an amount equal to two percent (2%) of gross sales from the Leased Premises for said period.

In any advertising program of Tenant in the Chicago Metropolitan Area, Tenant agrees to cause the store located in the Leased Premises to be included so that said store will receive equivalent treatment with respect to advertising and publicity as is afforded other stores now owned, operated or hereafter acquired by Tenant and to cause mention of the address, trade name and location of said store in such advertising and publicity as often as reasonably possible.

**ARTICLE XX  
MERCHANTS' ASSOCIATION; PROMOTIONAL FUND**

**SECTION 20.1 MERCHANTS' ASSOCIATION**

Tenant covenants and agrees to join and maintain membership in any business or Merchants' Association sponsored for the Shopping Center during the term of this Lease, and to pay its proportionate share of the cost of the activities conducted by such Association. Tenant's proportionate share of said cost shall equal the total of such expenses multiplied by the ratio which the total amount of square feet of floor area included in the Leased Premises bears to the total amount of square feet of all floor area under lease in the Shopping Center, and said amount shall be paid within thirty (30) days after statements are rendered by the Association. Tenant also agrees to cooperate fully with Landlord, other tenants of the Shopping Center and other members of the Association in promoting the use of trade names and slogans as may be adopted for the Shopping Center, and in all promotional and advertising campaigns.

**SECTION 20.2 PROMOTIONAL FUND:**

Landlord, at its option, may provide for a Promotional Fund in lieu of the Merchants' Association. Should Landlord choose this option, Tenant agrees to pay Landlord, in addition to the other amounts set forth in this Lease, during the term of this Lease from the Commencement Date, monthly in advance, a promotion fee of thirty cents (\$.30) per square foot per year, adjusted as hereinafter set forth. This amount shall be used for the advertising and promotion of the Shopping Center in such a manner as Landlord in its sole discretion deems advisable, with any amount not used by Landlord in any year to be refunded to Tenant based on the ratio that the portion paid by Tenant in such Lease Year bears to the total amount received by Landlord for such purposes from all tenants in the Shopping Center for said Lease Year. At the end of each Lease Year or Partial Lease Year, the Promotion Fee shall be adjusted by adding to it the sum determined by multiplying the Promotion Fee by the percentage that the Consumer Price Index prepared by the Bureau of Labor Statistics of the Department of Labor of the United States, entitled "Urban Wage Earners and Clerical Workers" for the month of December of the Lease Year or Partial Lease Year then ending has increased over the Index for the month of January, 1981; and such adjusted amount shall be paid by Tenant for the subsequent Lease Year or Partial Lease Year, but in no event shall the Promotion Fee be adjusted below that set forth above. In the event during the term of this Lease the Bureau of Labor Statistics shall cease to publish such Index, a comparable Index shall be substituted by Landlord for purposes of such calculations.

**ARTICLE XXI  
SUBORDINATION**

Tenant acknowledges that this Lease is subject to the terms, covenants, conditions and agreements of the NYLIC Lease. Further, Landlord reserves the right to subordinate this Lease at all times to the lien of any mortgage, mortgages, trust deed, trust deeds, or ground lease now or hereafter placed upon the Leased Premises or all or any part of the Shopping Center which includes the Leased Premises, and Tenant covenants and agrees to execute and deliver, upon demand, such further instruments subordinating this Lease to the lien of any such mortgage, mortgages, trust deed, trust deeds or ground lease, as shall be desired by Landlord, or any mortgagee or proposed mortgagee or trustees under trust deeds or ground lease upon condition that Tenant shall have the right to remain in possession of the Leased Premises under the terms of this Lease, notwithstanding any default in any such mortgage, mortgages, trust deed, trust deeds or ground lease, or after foreclosure thereof, so long as Tenant is not in default (which in applicable instances shall not be until the notice period, if any, under Article XVI hereof shall have run without full compliance) under any of the covenants, conditions and agreements contained in this Lease.

If any mortgagee or trustee or ground lessor elects to have this Lease and the interest of Tenant hereunder superior to any such interest or right and evidences such election by notice given to Tenant, then this Lease and the interest of Tenant hereunder shall be deemed superior to any such mortgage, trust deed or ground lease whether this Lease was executed before or after such mortgage, trust deed or ground lease and in that event such mortgagee, trustee or ground lessor shall have the same rights with respect to this Lease as if it had been executed and delivered prior to the execution and delivery of the mortgage, trust deed or ground lease and had been assigned to such mortgagee, trustee or ground lessor.

**ARTICLE XXII  
ESTOPPEL CERTIFICATES**

At any time and from time to time, Tenant agrees, upon request in writing from Landlord, to execute and deliver to Landlord, for the benefit of such persons as Landlord names in such request, a statement in writing and in form and substance satisfactory to Landlord certifying to the following information as Landlord shall request:

- A. This Lease constitutes the entire agreement between Landlord and Tenant and is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications);



- B. The amount of and dates to which the Fixed Minimum Rent, Percentage Rent and other charges hereunder have been paid, and the amount of any security deposited with Landlord;
- C. The Leased Premises have been completed on or before the date of such letter and that all conditions precedent to the Lease taking effect have been carried out;
- D. The Tenant has accepted possession, that the lease term has commenced, that Tenant is occupying the Leased Premises and that Tenant knows of no default under the Lease by the Landlord and that there are no defaults or offsets which Tenant has against enforcements of this Lease by Landlord (or, if in default, the nature thereof in detail);
- E. The actual Commencement Date of the Lease and Expiration Date of the Lease; and
- F. The Tenant's store is open for business, provided the foregoing facts are true and ascertainable.

**ARTICLE XXIII  
ATTORNMEN AND CONVEYANCE**

**SECTION 23.1 ATTORNMEN:**

Tenant agrees that in the event of a sale, transfer or assignment of the Landlord's interest in the Shopping Center or any part thereof, including the Leased Premises, or in the event any proceedings are brought for the foreclosure of or for the exercise of any power of sale under any mortgage made by Landlord covering the Shopping Center or any part thereof, including the Leased Premises or in the event of a cancellation or termination of the NYLIC Lease or any other ground or underlying lease covering the Shopping Center or any part thereof, including the Leased Premises, to affirm to and to recognize such transferee, purchaser, lessor or landlord under the NYLIC Lease or any other ground or underlying lease, or mortgagee as Landlord under this Lease. Tenant further waives the provisions of any statute or rule of law, now or hereafter in effect, which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect this Lease and the obligation of Tenant hereunder in the event any such foreclosure proceeding is brought, prosecuted or completed. Tenant agrees that it will not prepay rental for more than one (1) month or consent to a cancellation of this Lease without the prior written consent of the then landlord under the NYLIC Lease.

**SECTION 23.2 CONVEYANCE:**

In case Landlord or any successor owner of the Shopping Center shall convey or otherwise dispose of the Shopping Center to another person or entity, such other person or entity who shall become the owner of the Shopping Center shall thereupon be and become Landlord hereunder and such original Landlord or successor owner, as the case may be, of the Shopping Center shall be, from and after the date of conveyance, free of all liabilities and obligations not then accrued.

**ARTICLE XXIV  
MISCELLANEOUS PROVISIONS**

**SECTION 24.1 QUIET ENJOYMENT:**

Tenant, upon payment of the rents herein provided and upon the observance and performance of all of the covenants, terms and conditions on Tenant's part to be observed and performed shall peacefully and quietly hold and enjoy the Leased Premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease.

**SECTION 24.2 FORCE MAJEURE:**

In the event the performance of any work to be performed hereunder by either party is delayed for reasons beyond the control of the party responsible for such performance, including but not limited to acts of God, acts of civil disobedience or strike, the time for performance shall be extended for a period of time equivalent to the period of such delay or delays; provided, however, that the time for performance shall in no event be extended due to financial or economic problems of either party, their architects, contractors, agents or employees, or delays caused by the inability of architects, contractors, suppliers or other employees or agents to meet deadline, delivery or contract dates (unless such inability is caused by an act of God). It shall be a condition of Tenant's right to claim an extension of time as a result hereof that Tenant notify Landlord in writing within ten (10) days after the occurrence of such cause, specifying the nature thereof and the period of time contemplated or necessary for performance. Notwithstanding any contrary provision of this Section 24.2, in the event the time for performance by Tenant is extended in accordance with this Section for more than six (6) months from the date of Tenant's written notice to Landlord, the Landlord shall have the sole option to terminate this Lease upon ten (10) days' written notice to Tenant.

**SECTION 24.3 ACCORD AND SATISFACTION:**

No payment by Tenant or receipt by Landlord of a lesser amount than the rental herein stipulated shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease or available at law or in equity.

**SECTION 24.4 WAIVER:**

No waiver of any condition or legal right or remedy shall be implied by the failure of Landlord to declare a forfeiture, or for any other reason, and no waiver of any condition or covenant shall be valid unless it be in writing signed by Landlord. No waiver by Landlord with respect to one or more tenants or occupants of the Shopping Center shall constitute the waiver in favor of any other tenant nor shall the waiver of a breach of any condition be claimed or pleaded to excuse a future breach of the same condition or covenant.

**SECTION 24.5 BROKERS' COMMISSIONS:**

Tenant warrants and represents that it has not dealt with any realtor, broker or agent in connection with the negotiation and execution of this Lease excepting Landlord's leasing agent, and Tenant agrees to pay and to hold Landlord harmless from any cost, expense or liability (including cost of suit and reasonable attorneys' fees) for any compensation, commissions or charges claimed by any realtor, broker or agent with respect to this Lease and the negotiation thereof other than said Landlord's leasing agent.

**SECTION 24.6 NO PARTNERSHIP:**

Landlord does not, in any way for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with Tenant.

**SECTION 24.7 SECTION HEADINGS:**

The section headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

**SECTION 24.8 SUCCESSORS AND ASSIGNS:**

This Lease and all the covenants, provisions and conditions herein contained shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns, respectively, of the parties hereto, provided, however, that it is understood and agreed that the provisions of Article XII hereof are in no way impaired by this Section 24.8.

**SECTION 24.9 ENTIRE AGREEMENT:**

This Lease and the Exhibits attached hereto set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Leased Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

**SECTION 24.10 HOLDING OVER:**

Except as Landlord shall otherwise expressly elect in writing, should Tenant remain in possession of the Leased Premises after any termination of this Lease, no tenancy or interest in the Leased Premises shall result therefrom but such holding over shall be an unlawful detainer and all such parties shall be subject to immediate eviction and removal, and Tenant shall upon demand pay to Landlord, as liquidated damages, a sum equal to twice the Fixed Minimum Rent as provided in this Lease to be paid by Tenant to Landlord for all the time Tenant shall so retain possession of the Leased Premises or any part thereof, plus any additional payments provided for in this Lease; provided, however, that exercise of Landlord's rights under this clause shall not be interpreted as a grant of permission to Tenant to continue in possession.

**SECTION 24.11 NOTICES:**

Notices and demands required or permitted to be given hereunder shall be given in writing by personal delivery or by certified mail addressed, if to Landlord, at the address shown in Section 1.1., and if to Tenant, addressed to Tenant at the address shown in Section 1.1., or such other address as was last specified respectively by Landlord or Tenant. Notices and demands shall be deemed to have been given when mailed or, if made by personal delivery, then upon such delivery.

**SECTION 24.12 NO OPTION:**

The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises, and shall vest no right in either party. This Lease becomes effective as a Lease only upon execution and delivery thereof by the parties hereto.

**SECTION 24.13 POWER OF ATTORNEY:**

In the event Tenant fails to execute, acknowledge and deliver any documents or agreements required to be provided to Landlord under the terms of this Lease within ten (10) days after Landlord's written request therefor, Tenant does hereby make, constitute and irrevocably appoint Landlord as its attorney-in-fact and in its place and stead so to do. Tenant does hereby irrevocably authorize any attorney of any court of record to waive issuance of process and service, to waive trial by jury, and to confess judgment in favor of Landlord, its successors or assigns, and against Tenant for the amount of rent and other charges which may be payable by virtue of Tenant's default hereunder, including court costs and the Landlord's costs of collection (including, without limitation, attorneys' fees), and to waive and release all errors which may intervene in any such proceedings, and consent to immediate execution upon any such judgment. In the event this Lease is signed by more than one Tenant, each such Tenant jointly and severally joins in the grant of authority herein set forth.

**SECTION 24.14 SEVERABILITY:**

In the event that any provision or section of this Lease is rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision of this Lease shall be deemed to have never been included therein and the balance of this Lease shall continue in effect in accordance with its terms.

**SECTION 24.15 APPLICABLE LAW:**

This Lease and the rights and obligations of the parties deriving thereunder shall be construed in accordance with the laws of the State of Illinois.

**SECTION 24.16 FINANCIAL STATEMENTS:**

Upon Landlord's written request, Tenant shall promptly furnish to Landlord or Landlord's mortgagee, from time to time, financial statements reflecting Tenant's current financial condition.

**SECTION 24.17 EXCULPATION:**

Anything to the contrary in this Lease notwithstanding, the covenants contained in this Lease to be performed by Landlord shall not be binding personally, but instead said covenants are made for the purpose of binding only the Landlord's interest in the Shopping Center and shall be enforceable only with respect to the right, title and interest of Landlord in the Shopping Center as the same may be encumbered. It is understood that in no event shall Tenant have any right to levy execution against any property of Landlord (or its beneficiaries, agents and employees) other than its interest in the Shopping Center.

**SECTION 24.18 REMEDIES:**

All rights and remedies of Landlord herein contained or otherwise existing at law or equity are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as Landlord shall deem desirable.

The failure of Landlord to insist upon strict performance by Tenant of any of the covenants, conditions and agreements of this Lease, upon performance by any other tenant of any provision of said other tenant's lease or upon strict compliance by Tenant or any other tenant in the Shopping Center of any rule or regulation shall not be deemed a waiver of any of Landlord's rights or remedies concerning any subsequent or continuing breach or default by Tenant of any of the covenants, conditions and agreements of this Lease or any rule or regulation. No acceptance of full or partial rent or any other sum during the continuance of any nonmonetary default or the acceptance of partial rent or any other sum during the continuance of any monetary default shall constitute a waiver of any such default. No surrender of the Leased Premises shall be effected by Landlord's acceptance of rental or by other means whatsoever unless the same be evidenced by Landlord's written acceptance of such a surrender.

**SECTION 24.19 SECURITY:**

Landlord has no obligation or responsibility, whatsoever, to provide or oversee security or security services for the Leased Premises, the Shopping Center or the common areas; but Landlord may, in its sole discretion, provide security or retain a security service. Tenant hereby releases Landlord and Landlord's agents, employees and servants from, and waives any and all claims for damage to person or property sustained by Tenant (or any customers, guests, invitees, employees or agents, or any person claiming through Tenant) or by any occupant of the Shopping Center or the Leased Premises or any part of either relating to, resulting from or in any way deriving from the provision, supervision, effectiveness, scope, sufficiency, insufficiency or absence of security or security services for or with respect to the Leased Premises, the Shopping Center or the common areas. Tenant agrees to and shall indemnify, defend and save Landlord (and its employees, agents or servants) harmless from any and all loss, cost, expense (including attorneys' fees), liability, suits, claims, damages or the like of any and every kind, nature and description whatsoever in any way involving, arising from, related to or in connection with the provision, supervision, scope, effectiveness, sufficiency, insufficiency or absence of security or security services for and with respect to the Leased Premises, the Shopping Center or the common areas.

In conjunction with security for the Shopping Center, Tenant agrees to pay to Landlord a portion of the costs of any security service or any security devices which Landlord, at its option, elects to provide in accordance with this Section 24.19. The Tenant's portion of such costs shall be determined on the basis of the ratio of the floor area within the Leased Premises to the total floor area of all the buildings in the Shopping Center. Tenant shall reimburse Landlord for its portion of such costs within ten (10) days after receipt from Landlord of a written statement of such costs. It is understood and agreed that the potential importance of dealing with security matters in an expeditious and conclusive manner justifies that Landlord shall have unfettered discretion hereunder with respect thereto so long as such discretion shall be exercised in good faith.

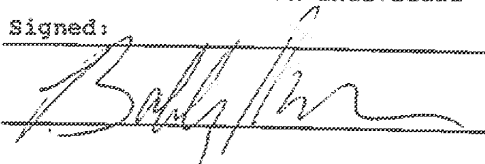
**SECTION 24.20 NO RECORDING:**

Neither this Lease, nor any memorandum, affidavit or other writing with respect thereto, shall be recorded by Tenant or by anyone acting through, under or on behalf of Tenant, and the recording thereof in violation of this provision shall make this Lease null and void at Landlord's election.

IN WITNESS WHEREOF, the parties have executed this Lease on the date first above written.

TENANT: BOBBY RUSH,  
an individual

Signed: \_\_\_\_\_



LANDLORD:  
LAKE MEADOWS ASSOCIATES

By: \_\_\_\_\_

Paul G. Dasso,  
Vice President

Attest: \_\_\_\_\_

R. W. Suckerman, Vice President

**SECTION 24.21 AVAILABILITY OF PREMISES**

The Premises demised herein are currently leased to and occupied by a third party. Landlord has entered into a preliminary agreement with said third party for the termination of said lease effective prior to September 1, 1989. If Landlord is unable to secure termination as described herein and to obtain control of the premises this Lease shall become null and void.

# **EXHIBIT 3**

## **RESPONSES OF DRAPER & KRAMER PROPERTY MANAGER**

Responses of ██████████ of DK Mallon (a Draper and Kramer Company) to questions posed by Investigative Counsel Paul Solis of Office of Congressional Ethics in email of April 18, 2014 to Michael Zolandz of Dentons US LLP

1. *What is the breakdown of the charges? For example, the \$500 amount, the \$19 amount, the \$253 amount.*

\$500.00 is the monthly estimated charge for Unit C-6 for Common Area expenses. \$19.00 represents their monthly estimated charge for Insurance. \$253.00 had been their monthly estimated charge for Real Estate Taxes during the period covered in that document.

2. *These figures seem to change beginning on page 12 (the \$253 amount is no longer present). Did something change in the charges?*

The monthly real estate tax estimate was increased from \$253 to \$600 effective January 2011.

3. *What is the total amount that would have been due each month since 2007?*

*During the period from 1/1/2007 through 12/31/10 the amount due each month for Unit C-6 was \$1,399.00. Beginning on January 1, 2011 the estimated Real Estate Tax charge was increased to \$600 per month, at which level it remains. As a result the monthly amount due for Unit C-6 has been \$1746.00 since January 1, 2011.*

In addition to the monthly rent and estimated charges for Common Areas, Insurance and Real Estate tax, there is a year-end reconciliation charge, reflecting actual charges for Common Areas, Insurance and Real Estate Tax. Since 2007 the reconciliation charges for Unit C-6 have been as follows:

During calendar year 2007 Tenant was billed an additional \$2,491.04.

During calendar year 2008 Tenant was billed an additional \$2,711.27.

During calendar year 2009 Tenant was billed an additional \$3,256.18.

During calendar year 2010 Tenant was billed an additional \$5,625.43.

During calendar year 2011 Tenant was billed an additional \$3,803.73

During calendar year 2012 Tenant was credited (\$1,991.41) for overbilling of prior years' charges.

During calendar year 2013 Tenant was credited (\$ 220.20) for overbilling of prior years' charges.

4. *Does the \$323,579.27 amount (page 11) represent the total amount of charges on the account from 1989 to 6/1/2012?*

No. The figure of \$323,570.27 reflects total charges only for the period from 3/1/2001 through 6/1/12.

5. *Has the lease been changed since 1989?*

No. When the lease expired in 1990, the tenant became a month-to-month tenant under the terms of the original lease.

6. *Has there ever been a payment on the account?*

Yes.

7. What is "CreditApply"?

*"Credit Apply" is a term that refers to open credits that have been applied to open charges.*

8. What is "APL"?

*"APL" is an abbreviation for credits that have been applied to the account.*

9. What are the "Reconciliation" charges that appear in the logs?

*Tenants are charged a monthly estimated amount toward Common Area, Insurance and Real Estate Taxes. After the final calculations have been made and we know the actual costs for that year a reconciliation is made (also called "true-up") after which Landlord either credits Tenant for over-billing throughout the prior year, or charges the account if the true cost for that period is more than Tenant had been charged on the basis of those estimates.*

# **EXHIBIT 4**

## **TRANSCRIPT OF INTERVIEW OF DRAPER & KRAMER PROPERTY MANAGER**



INTERVIEW OF [REDACTED]

Present:

Paul Solis, Investigative Counsel

Scott Gast, Investigative Counsel

Todd Bancroft

[REDACTED]

By Telephone:

Mike Zolandz

Tom Walls

Transcribed By:

Julie Thompson

1 MR. SOLIS: This is Investigative Counsel Paul Solis with  
2 the Office of Congressional Ethics. I'm joined  
3 by Investigative Counsel Scott Gast, Todd  
4 Bancroft, [REDACTED], and on the phone we are  
5 joined by Mike Zolandz, and Tom Walls.

6 So I will begin the interview. [REDACTED]  
7 [REDACTED], what is your title with Draper and  
8 Kramer?

9 [REDACTED] (the "Witness"): Property manager.

10 MR. SOLIS: And how long have you been a property manager?

11 WITNESS: Property manager probably 1995. I've been with  
12 the company longer than that.

13 MR. SOLIS: How long have you been with the company?

14 WITNESS: I joined in 1975. I got into the business and  
15 we've just been merged, you know. Seniority is  
16 merged along with the different names of  
17 companies.

18 MR. SOLIS: And as a property manager, what are some of your  
19 duties?

20 WITNESS: Collect rent, bill -- pay a bill -- bill for  
21 rent, collect rent, you know, communicate with  
22 the tenants, communicate with vendors, enter  
23 into contracts with vendors.

24 MR. SOLIS: How many tenants would you say you have  
25 authority over your checking into a one time?

1 WITNESS: One-hundred and twenty maybe.

2 MR. SOLIS: And that's right now?

3 WITNESS: Yes. Uh-huh. I haven't added them up, but  
4 that's about right.

5 MR. SOLIS: Specifically this account that we're speaking  
6 about, this is at the 3361 South King Drive,  
7 this unit. I believe it's C6.

8 WITNESS: Yes.

9 MR. SOLIS: It's the unit -- when did you become -- when did  
10 you come on to this account?

11 WITNESS: Well, my company managed that mall for like  
12 ever. I became involved with it in June of  
13 2002.

14 MR. SOLIS: And what did you know about who the tenant was  
15 at that time? I mean, did somebody inform you,  
16 this is Congressman Rush, or did you find out  
17 for yourself? How did you become aware of who  
18 the tenant was?

19 WITNESS: Well, like any property, you have a list of  
20 tenants, and you, you know, decide -- you  
21 discover who they are. It lists it there.

22 MR. SOLIS: Did anybody at the company have a conversation  
23 with you at the outset that this is Congressman  
24 Rush?

25 WITNESS: No. I don't believe so. No.

1 MR. GAST: You recall any discussions about that unit in  
2 particular, any issues, things to know?

3 WITNESS: No.

4 MR. SOLIS: Is there a lease for this unit?

5 WITNESS: Yes.

6 MR. SOLIS: And when did you become --

7 WITNESS: A month-to-month lease.

8 MR. SOLIS: A month-to-month lease. When did you become  
9 aware of the lease, that there was a lease for  
10 this property?

11 WITNESS: In 2002.

12 MR. SOLIS: Okay.

13 WITNESS: No. Prior to that but only because we were  
14 involved with the center, you know.

15 MR. SOLIS: Mm-hmm.

16 MR. WALLS: Do you have a volume control there? We can't  
17 hear you all that well.

18 MR. SOLIS: Okay. Let me try to turn this up.

19 MR. WALLS: Or maybe you can get closer.

20 MR. BANCROFT: Yeah. You know what, yeah, I think may be just  
21 speak up a little bit when you're --

22 MR. SOLIS: I'll move it closer to you.

23 MR. BANCROFT: There you go.

24 MR. WALLS: Thanks.

25 MR. SOLIS: Were you given any specific instructions when

1 you began taking a look at this account in 2002  
2 about how to handle it? Did anybody talk to you  
3 about what they wanted you to do with the  
4 account?

5 WITNESS: No, no.

6 MR. SOLIS: Did you -- who was the landlord at that time?

7 WITNESS: Same as today, Lake Meadows Associates, which is  
8 a partnership.

9 MR. SOLIS: Did they -- I think I previously asked you if  
10 you had any preliminary discussions with anybody  
11 at Draper and Kramer. Did you have any  
12 discussions with people at Lake Meadows about  
13 this account when you first started?

14 WITNESS: No.

15 MR. SOLIS: I have a document here. This is an email that  
16 was provided that is Bates numbered LMSC024.

17 Handing a copy to Todd and one to [REDACTED] Mike and  
18 Tom, I wanted to say about this email, at the  
19 top of it -- I realize you might not have it  
20 available in front of you -- but at the top it  
21 says "Page 1 of 3."

22 MR. BANCROFT: You're talking about the Monday, December 7,  
23 2009 --

24 WITNESS: Yes.

25 MR. SOLIS: Yes.

1 MR. BANCROFT: Okay.

2 MR. SOLIS: And it looks like a conversation between [REDACTED] and  
3 Lawrence Cohen. And from what I can tell, I  
4 mean, it seems to me, and I can ask [REDACTED] about  
5 this; but it seems to me that this is part of a  
6 conversation, and maybe there's some preceding  
7 emails in the chain prior to the bottom  
8 conversation that [REDACTED] and Lawrence were having.

9 So I want to make sure that if there  
10 are preceding emails in this chain, that we --  
11 that we have those. So, you know, if you could  
12 give a look to see if there's anything attached  
13 to this.

14 MR. WALLS: Sure. And we -- we have looked through those  
15 emails that other items in the chain don't  
16 relate to this matter or this particular line of  
17 inquiry.

18 MR. SOLIS: Okay. Okay. I'll ask you some specific things  
19 about the email, [REDACTED], to the extent that you can  
20 recall them. First of all, who is Larry Cohen?

21 WITNESS: It's the head of our department of, you know,  
22 real estate management department.

23 MR. SOLIS: Is he still with the company?

24 WITNESS: No. No, he's not.

25 MR. SOLIS: Was he always the head of the real estate

1 management department from the time you took  
2 over the account until 2009, the date of this  
3 email?

4 WITNESS: Yes, probably. I'm not sure though.

5 MR. SOLIS: Okay.

6 WITNESS: Mm-hmm.

7 MR. SOLIS: When did he leave Draper and Kramer; do you  
8 know?

9 WITNESS: When did he leave Draper and Kramer?

10 MR. BANCROFT: 2011 maybe.

11 WITNESS: Yes. Maybe 2010 or '11. Mm-hmm.

12 MR. SOLIS: I wanted to direct your attention to the bottom  
13 here, this conversation between you and  
14 Lawrence. I see it says, "The only reason I  
15 didn't put them on the list is because  
16 collection efforts are still ongoing." And  
17 maybe this related to what --

18 WITNESS: To some other tenant.

19 MR. SOLIS: Okay. And I wanted to ask you "put them," is  
20 "them" --

21 WITNESS: Being some other tenant.

22 MR. SOLIS: Some other tenant.

23 WITNESS: Mm-hmm.

24 MR. SOLIS: Okay. And so I want to direct you up to about  
25 middle way through here. It says, "Should I

1 wait for the direction to write off Bobby Rush  
2 and City Steppers, or do I have it?" What is a  
3 write-off?

4 WITNESS: Write-off is at the year end. At year end we  
5 try -- like to, before the year is over, write  
6 off any uncollectable items so that they just  
7 don't carry into the next year, and you close  
8 your books ongoing.

9 MR. SOLIS: Was the -- well, first of all, I'll ask you,  
10 when you say "uncollectable," what does that  
11 typically mean?

12 WITNESS: Something where it doesn't -- where you don't  
13 expect to collect it.

14 MR. SOLIS: Okay. And so then we -- I can infer then with -  
15 - with Congressman Rush, you didn't expect to  
16 collect rent, at least at this point?

17 WITNESS: That's correct.

18 MR. GAST: Can I just ask, is there a decision made about  
19 whether to write off rent or to pursue it  
20 through legal means or --

21 MR. WALLS: Could you speak up, please?

22 MR. GAST: Is there a decision made at some point to write  
23 off rent as uncollectable, or to pursue it in  
24 court, or to start an eviction proceeding? Does  
25 that conversation proceed the decision to write



1 off rent?

2 WITNESS: I think it had been a precedent that was set,

3 and a decision was not really made to pursue.

4 MR. GAST: In this particular case?

5 WITNESS: In this particular case.

6 MR. GAST: As a general matter though, is that the process?

7 Do you have a conversation about what to do

8 about uncollected rent?

9 WITNESS: Yes, of course. Uh-huh.

10 MR. GAST: And what are the factors that you consider when

11 you determine whether to write it off or pursue

12 it through some other means?

13 WITNESS: Well, that's a decision made by management, but

14 it depended on the particulars of that

15 particular tenant, you know, his ability to pay,

16 his net worth.

17 MR. GAST: Okay. And when you say it's made by management,

18 who would that be? Would that have been Larry?

19 WITNESS: At this level, uh-huh, Larry, and his superiors,

20 and upper management.

21 MR. GAST: And do you have a sense as to what percentage of

22 cases that arise to the level of somebody's not

23 paying rent, what percent end up being written

24 off versus pursued in some other means?

25 WITNESS: I don't know that there's a percent that's

1 written off, you know. It's a case by case  
2 basis.

3 MR. GAST: Would you say most of those cases are pursued in  
4 court, or most of those cases are written off?

5 WITNESS: 50/50.

6 MR. GAST: 50/50. Okay.

7 MR. SOLIS: Pertaining to this specific account and this  
8 specific write-off, you know, Scott had just  
9 asked you about what factors go into it, and  
10 it's some management decisions. What  
11 conversations, if any, were you a part of about  
12 the factors in deciding how to write-off this  
13 particular account?

14 WITNESS: At year end, I would have the numbers collected,  
15 and summarized, and totaled and submit that to  
16 management for a decision.

17 MR. SOLIS: Okay. Why would it have even been a decision  
18 then to potentially write off?

19 WITNESS: Because it's not for my authority to write off  
20 without direction.

21 MR. SOLIS: I guess what I'm asking is when you're sending -  
22 - for example, you say, "Should I wait further  
23 direction to write off, or do I have it?" Why  
24 would it even be in the category of potential  
25 write-off?

1 WITNESS: Because someone had to give the approval to do  
2 so.

3 MR. SOLIS: Alright. I guess what I want -- I realize  
4 that's what you're doing. You're trying to get  
5 --

6 WITNESS: Mm-hmm.

7 MR. SOLIS: -- the final approval. But it seems like  
8 preceding a decision by Mr. Cohen in this  
9 instance, you're asking him whether this is  
10 something we need to write off, whether we  
11 should write off, correct?

12 WITNESS: I'm just looking for permission to do it -- do  
13 so. Yes.

14 MR. SOLIS: And all I'm asking is why would you be looking  
15 for permission to do it?

16 WITNESS: Again, I don't want to repeat myself. It's not  
17 within my authority to write off without upper  
18 management's approval.

19 MR. GAST: Let me ask you this. In prior years, had rent  
20 for Representative Rush been written off?

21 WITNESS: It's practice as far as I know.

22 MR. GAST: Okay. So this was kind of a --

23 MR. SOLIS: Speak up a little bit, okay, so they can --

24 WITNESS: Sorry. Mm-hmm.

25 MR. GAST: So going into this year when you say, "Should I

1    await direction to write off Bobby Rush and City  
2    Steppers," that's kind of relying on your past  
3    experience with how the account has been  
4    handled?

5    WITNESS: That's correct. I think I shared some of those  
6    past emails with you, other years. I have  
7    several of them in my possession where every  
8    year, you know, I tried to save that permission.

9    MR. GAST: Okay.

10   WITNESS: But if not, at least I have the records.

11   MR. GAST: So going back then to the first time this came  
12   up, do you have a recollection of that, say I  
13   guess it was 2002?

14   WITNESS: I don't have a personal recollection of that.  
15   No.

16   MR. GAST: You don't recall coming to the end of the year,  
17   and there was uncollected rent for this  
18   particular tenant and, you know, what direction  
19   you were given at that point on that first  
20   occasion?

21   WITNESS: I was obviously given the direction to write it  
22   off --

23   MR. GAST: Okay.

24   WITNESS: -- I have to assume by Mr. Cohen or someone in  
25   that capacity, you know.

1 MR. GAST: Okay. And just to -- as far as you recall,  
2 since 2002 when you took over that account, was  
3 the rent written off each year?

4 WITNESS: Yes, sir.

5 MR. GAST: So there was a decision made each -- at the end  
6 of each year?

7 WITNESS: Yes, sir. Mm-hmm.

8 MR. GAST: And is it a calendar year?

9 WITNESS: Yes.

10 MR. GAST: Okay.

11 MR. SOLIS: I realize at the bottom and Mike had mentioned  
12 it as well, that this -- and you mentioned it as  
13 well too. You said that the bottom email  
14 pertains to a different client.

15 WITNESS: That's correct.

16 MR. SOLIS: But I want to focus on collection efforts. Did  
17 you make any collection efforts for this  
18 account, pertaining to Congressman Rush?

19 WITNESS: I don't know. Not me personally.

20 MR. SOLIS: Did you ever call him or any of his staff, email  
21 them and ask in any way about rent?

22 WITNESS: No.

23 MR. SOLIS: And why didn't you do that?

24 WITNESS: I was not directed to do so.

25 MR. SOLIS: Would you make collection efforts for other

1 tenants?

2 WITNESS: Yes.

3 MR. SOLIS: So why not for Congressman Rush?

4 WITNESS: It just had been a precedent that was set long  
5 before my arrival on the scene.

6 MR. SOLIS: I'll just ask you to --

7 WITNESS: I'm sorry.

8 MR. SOLIS: So a precedent was set?

9 WITNESS: Mm-hmm.

10 MR. SOLIS: How did you become aware of the precedent?

11 WITNESS: At the end of 2002 and one had to make a  
12 decision about that I would imagine.

13 MR. SOLIS: I guess -- I guess what I'm trying to find out  
14 though is you had to become aware at some point,  
15 the first time, that this was a decision to  
16 write off. I realize that you're asking your  
17 superiors whether or not it should be written  
18 off.

19 WITNESS: Mm-hmm.

20 MR. SOLIS: I realize that, but at some point you became  
21 aware that Representative Rush, or at least the  
22 tenant in this circumstance, was not paying; and  
23 that there's a decision not to make collection  
24 efforts.

25 WITNESS: That's correct.

1 MR. SOLIS: -- and a decision to write off. What I want to  
2 know is the circumstances of your first  
3 knowledge of this. What you knew about it; what  
4 you heard about it, and who told you about it.  
5 Could you tell me about that?

6 WITNESS: Well, if -- I would if I could, but I just don't  
7 remember. It was just a known fact.

8 MR. SOLIS: And you say a known fact, known by whom?

9 WITNESS: The file, the records, the -- you know, one  
10 could look at the -- at the record of the  
11 account and see where every year it had been  
12 written off, and it was not unusual to be -- to  
13 see that it was -- same thing was happening that  
14 year.

15 MR. GAST: Who all was involved with that account? I  
16 assume it was you, Mr. Cohen. Anybody else?

17 WITNESS: Well, right up to the board of directors I  
18 guess, you know. Everybody knew financials.

19 MR. BANCROFT: What do you mean by -- let me clarify the  
20 question.

21 WITNESS: Yeah, sure.

22 MR. BANCROFT: What do you mean by "involved"?

23 MR. GAST: I guess who was involved in the discussions  
24 about how to handle that account?

25 WITNESS: I don't know.

1 MR. GAST: Who do you recall besides you and -- you do  
2 recall you and Mr. Cohen being involved; is that  
3 correct?

4 WITNESS: Mm-hmm.

5 MR. GAST: You recall anybody else that you would talk to  
6 about this account?

7 WITNESS: No, sir. I don't.

8 MR. GAST: Okay.

9 MR. SOLIS: I realize Scott just specified further about  
10 handling the account, but you previously  
11 mentioned all the way up to the board of  
12 directors may would have had knowledge of this  
13 account. Am I safe in assuming that?

14 WITNESS: I don't know that. I just assume that -- you  
15 know, I'm saying that Larry -- Larry had  
16 superiors as well, you know. That's all I mean.

17 MR. SOLIS: Okay.

18 WITNESS: There's --

19 MR. SOLIS: Right. So my specific question would be then,  
20 do you know if -- do you know personally if the  
21 board of directors would have known about this  
22 account?

23 WITNESS: No. I do not.

24 MR. GAST: Do you know why the decision was made to write  
25 off the rent each year?



1 WITNESS: No. I do not.

2 MR. GAST: Did you ever ask anybody, why are we writing  
3 this off or --

4 WITNESS: It's just done.

5 MR. GAST: Just done.

6 WITNESS: The precedent had been set, and it was done.

7 MR. GAST: Okay.

8 MR. SOLIS: Is it customary, in your experience, to write  
9 off accounts?

10 WITNESS: Uncollectable accounts, yes.

11 MR. SOLIS: Out of the 120 or so accounts you say you have,  
12 how many, in your experience, are uncollectable  
13 at the end of the year?

14 WITNESS: Very few.

15 MR. SOLIS: And typically when it's uncollectable, would  
16 that be involving the full amount of rent, or  
17 would that be a portion of it? What do you  
18 consider uncollectable?

19 WITNESS: It could be either way. It could be that they  
20 never paid rent, and, you know, in which case he  
21 would have gotten on them sooner. But, you  
22 know, it varies.

23 MR. SOLIS: Okay. And when somebody doesn't pay rent, how  
24 often would you say you make collection efforts?

25 WITNESS: Frequently, monthly if it's a small operator mom

1 and pa.

2 MR. SOLIS: Okay. So frequently. And then just so I'm

3 clear, in this matter, no collection efforts

4 were made, correct?

5 WITNESS: That's correct, by me anyway.

6 MR. SOLIS: So if --

7 MR. WALLS: Could we -- could we just ask to clarify that

8 question for a time frame?

9 MR. SOLIS: Sure.

10 MR. WALLS: In terms of based on the knowledge of [REDACTED],

11 where collection efforts undertaken from '02

12 when she took over the account through present.

13 MR. SOLIS: Yes. That's what I mean.

14 MR. WALLS: Okay.

15 MR. SOLIS: In your experience, your handing of this

16 account, you know, I asked you if you make

17 collection efforts when somebody -- how often do

18 you make collection efforts when somebody

19 doesn't pay their rent? You said frequently.

20 WITNESS: Mm-hmm.

21 MR. SOLIS: And I asked you in your experience, from 2002 to

22 the present, have you made collection efforts

23 concerning this account, Representative Rush's,

24 and you said no; is that correct?

25 WITNESS: That's correct.

1 MR. SOLIS: Okay. I may have asked this question already  
2 and in some different form. I'll ask it again.  
3 Why is the -- why is there a difference with  
4 this account versus the collection efforts in  
5 other accounts? You frequently seek -- or make  
6 collection efforts in other account but not this  
7 one. Why?

8 WITNESS: I don't know how to explain that other than the  
9 fact that the precedent had been set as far back  
10 in my records as I could find, back into the  
11 late 90s, you know what I mean. That was the  
12 practice.

13 MR. ZOLANDZ: As you've said, you've asked that question and  
14 [REDACTED] has answered it.

15 MR. SOLIS: Alright. Clearly it's important to me. Do you  
16 have any other elected officials that you  
17 oversee as an account?

18 WITNESS: No. I don't -- no. I'm not aware of any that  
19 are elected officials.

20 MR. SOLIS: Any public officials maybe that aren't elected.

21 WITNESS: No. It's not common to put that type of tenant  
22 in a retail shopping center. Uh-huh.

23 MR. SOLIS: Alright. I wanted to ask about this lease,  
24 again. So I have a couple copies here, Mike and  
25 Tom. This is D&K 001 through D&K 024.

1 MR. ZOLANDZ: It says Lake Meadows Shopping Center lease --

2 MR. SOLIS: Yes.

3 MR. ZOLANDZ: -- 4th day of August 1989?

4 MR. SOLIS: Yep, that's it.

5 MR. ZOLANDZ: Okay.

6 MR. SOLIS: Have you seen this document prior to digging up

7 for us?

8 WITNESS: Yes, sir.

9 MR. SOLIS: You had seen that?

10 WITNESS: Of course.

11 MR. SOLIS: When was the first time you had seen the

12 document?

13 WITNESS: I truly believe that I was instrumental in

14 creating it --

15 MR. SOLIS: Okay.

16 WITNESS: -- under another position, under another title.

17 I have done -- created leases and worked with,

18 you know, getting them put together.

19 MR. SOLIS: And you recall this specific lease back in 1989?

20 WITNESS: Yes, sir.

21 MR. SOLIS: And you believe you had a role in creating --

22 WITNESS: I did have at least, you know, some of the hand

23 typing on there. I probably did that type of

24 thing. Yeah.

25 MR. SOLIS: Did you know who Bobby Rush was at that point in

1 1989?

2 WITNESS: Well, he was Alderman (inaudible), who we wrote  
3 the lease with. He was -- he was an Alderman in  
4 the Second District or Second Ward Alderman.

5 MR. SOLIS: Okay. And, again, I realize you started taking  
6 this account on in 2002?

7 WITNESS: Mm-hmm.

8 MR. SOLIS: But the extent that you have knowledge from 1999  
9 to that point, especially when he was an  
10 Alderman and he was in that space, did you know  
11 if he was paying rent at that point?

12 WITNESS: I did not know.

13 MR. SOLIS: Do you know for that purpose he was using that  
14 space back then?

15 WITNESS: As an Aldermanic office. There is a purpose  
16 obviously typed in it. It's used as an  
17 Aldermanic office for Alderman Rush's multiple  
18 Chicago political ward, known as the Second  
19 Ward. That's just all we knew.

20 MR. SOLIS: Okay. And then when Congressman Rush was  
21 elected to Congress, I believe in '93, I think  
22 that's right --

23 WITNESS: Mm-hmm.

24 MR. SOLIS: -- around that point, what did you know about  
25 the lease and the terms of the lease? Did

1 anything change at that point? Again, I realize  
2 you weren't on the account, but --

3 WITNESS: I had no knowledge even of it.

4 MR. SOLIS: Okay. Did you ever hear anybody at the company  
5 talking about it?

6 WITNESS: Not to my recollection. No.

7 MR. GAST: Prior to you taking over the account in '02, any  
8 knowledge of the lease, the relationship with  
9 the tenant from '89 to 2002?

10 WITNESS: I did not. No.

11 MR. GAST: You don't recall anything?

12 WITNESS: Not personally, no.

13 MR. SOLIS: Of all of the instances where you've had an  
14 account and somebody got a write-off for some  
15 amount that's due to the company, were there --  
16 would those tenants also have leases in place?

17 WITNESS: Yes.

18 MR. SOLIS: Okay. I'll ask you about -- I have another  
19 document. This is LMSC027. It's a map of the -  
20 -

21 WITNESS: A site plan.

22 MR. SOLIS: -- the site plan. Are you responsible then for  
23 all of the units in this shopping mall?

24 MR. WALLS: Pardon me. This is Tom Walls. I'm sorry to  
25 interrupt. I don't have the numbering on the

1 documents. So just -- can you give me a little  
2 description, so I make sure I'm looking at the  
3 right thing here.

4 MR. SOLIS: Sure. This is a --

5 WITNESS: It's a site plan.

6 MR. BANCROFT: It's a site plan, Tom. At the bottom right-  
7 handed corner, it says Lake Meadows Shopping  
8 Center leasing plan, and then it has a depiction  
9 with the street 33rd above 35th below.

10 MR. WALLS: Okay. I've got it.

11 MR. BANCROFT: Okay.

12 MR. SOLIS: And so my question was are you -- are you  
13 responsible for the accounts at this shopping  
14 center?

15 WITNESS: I'm the shopping center manager of that center.

16 Yes.

17 MR. SOLIS: Okay.

18 WITNESS: Uh-huh.

19 MR. SOLIS: Would you happen to know when this plan, this  
20 map was created or what -- you know, I see the  
21 tenants over here on the right side. So I'm  
22 wondering is this as of 2014? Is this -- do you  
23 know -- do you know when this would go back to?

24 WITNESS: Milwaukie Furniture is still on here, probably  
25 2011 I'm guessing.

1 MR. SOLIS: Okay.

2 MR. ZOLANDZ: Is that an estimate?

3 WITNESS: Estimate?

4 MR. BANCROFT: That's an estimate.

5 WITNESS: Yeah.

6 MR. SOLIS: I just kind of wanted to get a general idea, you  
7 know, if it's kind of more near 2014, or if it's  
8 all the way back in 2002.

9 WITNESS: Oh, no.

10 MR. SOLIS: Okay.

11 WITNESS: It's --

12 MR. SOLIS: Okay. And I see C6 there, Bobby Rush and it  
13 lists the area, and is that the square footage?

14 WITNESS: Yes, correct.

15 MR. SOLIS: Okay. The 1506 number. Out of the tenants on  
16 this list, how many would be written off at the  
17 end of the year, be provided with a write-off?

18 MR. WALLS: Are you talking about a particular year?

19 MR. SOLIS: I'm talking -- I mean, I realize that [REDACTED] is  
20 estimating about when this list was created,  
21 when this map was created. So I'm asking, I  
22 guess, you know, based on the number of tenants  
23 and the specific tenants she sees there, you  
24 know, to the best of her knowledge, which one of  
25 those -- what of those tenants would be



1 receiving a write off at any point?

2 MR. WALLS: Particular tenants or general?

3 MR. SOLIS: In general. So there's this list of A1 through

4 C7, and I'm wondering -- I'm wondering if Bobby

5 Rush is the only one on that list that has

6 received a write-off in rent?

7 WITNESS: No.

8 MR. SOLIS: No? Others have?

9 WITNESS: Yes. That's correct.

10 MR. SOLIS: I don't need to know the specific tenants, but

11 how many out of that list would have at any

12 point received a write-off for rent?

13 WITNESS: Any kind of write-off; is that correct?

14 MR. SOLIS: Yeah. Any kind of write-off?

15 WITNESS: Three.

16 MR. SOLIS: Okay.

17 WITNESS: You know, approximately.

18 MR. SOLIS: Approximately three?

19 WITNESS: Mm-hmm.

20 MR. SOLIS: And --

21 MR. GAST: Does that include Representative Rush?

22 WITNESS: No. Three others as well.

23 MR. GAST: Three others. Okay.

24 MR. SOLIS: And -- and I was specific about any kind of

25 write-off. Would any of these tenants receive a

1 write-off for the full amount of rent besides  
2 Representative Rush?

3 WITNESS: I don't know.

4 MR. SOLIS: You don't know? I guess that brings me to  
5 another question.

6 WITNESS: You know, I'm guessing not, but, yes. I don't  
7 know that for certain.

8 MR. SOLIS: I guess that brings me to another question I  
9 should have asked a little bit before about the  
10 specifics of a write-off. Is there an ability  
11 to write off smaller portions of charges as  
12 opposed to full amounts of rent?

13 WITNESS: Certainly.

14 MR. SOLIS: Okay.

15 WITNESS: Whatever you want to put it for. Put it for  
16 \$10,000 or something, you know --

17 MR. SOLIS: Okay.

18 WITNESS: -- I mean, whatever.

19 MR. SOLIS: What types of -- and you said that write-offs  
20 are typically because of uncollectibles, right?

21 WITNESS: Mm-hmm.

22 MR. SOLIS: What types of things would be -- of charges  
23 would be considered uncollectible, and it would  
24 be written off besides full amounts of rent?

25 WITNESS: Specific charges, you know.

1 MR. WALLS: I'm sorry. I couldn't hear that question.

2 MR. SOLIS: I'm asking besides -- besides a full amount of  
3 rent, what other types of things could be  
4 written off, like smaller items, so taxes for  
5 example?

6 WITNESS: Yeah. Common area, you know, previous year  
7 common area, reconciliations. That's the PY you  
8 see on some of these, previous year.

9 MR. SOLIS: So is that customary then?

10 WITNESS: Yes.

11 MR. SOLIS: What about a full amount, a total amount of  
12 rent, all the taxes, you know, everything that  
13 would be charged to that tenant, how customary  
14 is that to be written off?

15 WITNESS: With zero rent collected in any one year, I  
16 would say that's uncustomary.

17 MR. BANCROFT: Yeah.

18 MR. SOLIS: In your experience, of all the accounts you've  
19 had from, you know, as far as you've been doing  
20 this, have you ever had a scenario where there's  
21 written off full amount of rent, the taxes, the  
22 fees to use the space, any charges whatsoever,  
23 all of that is written off? How many times have  
24 you seen that?

25 WITNESS: Possibly once or twice.

1 MR. SOLIS: Okay. Would this account be included in one of  
2 those -- that once or twice?

3 MR. WALLS: I'm sorry. I don't understand that question.

4 WITNESS: Yeah.

5 MR. SOLIS: So [REDACTED] says once or twice this is -- this has  
6 happened in her experience, I'm just wondering  
7 if -- if Representative Rush's account is that  
8 once, or if there's another one --

9 MR. ZOLANDZ: You mean once or twice in addition to this one?

10 MR. SOLIS: Right.

11 WITNESS: That's -- that's what I mean is once or twice in  
12 addition to this.

13 MR. SOLIS: In addition to this?

14 WITNESS: Mm-hmm.

15 MR. SOLIS: Okay. Thank you for that. I want to show you  
16 another email here that is marked LMSC028. It  
17 is an email chain between [REDACTED] and Rosemary  
18 Hall, June of 2011. Take a minute to look at  
19 it.

20 So first I'll ask, who is Rosemary  
21 Hall?

22 WITNESS: Rosemary Hall was in his office, the office of  
23 Congressman Rush, an administrative type role.

24 As I understand, she's still there.

25 MR. SOLIS: Had you ever met her?

1 WITNESS: Personally, no.

2 MR. SOLIS: Have you ever met Representative Rush  
3 personally?

4 WITNESS: Yes.

5 MR. SOLIS: When is the first time you met him?

6 WITNESS: Talking -- I mean, I've seen him around  
7 obviously down there, but personally maybe  
8 within this last year, after we had written  
9 this, you know. He came to see me like what  
10 does that really mean, and, you know, of course  
11 I'll cooperate.

12 MR. SOLIS: When you say "this," do you mean this email, or  
13 do you mean our inquiry into this?

14 WITNESS: Oh, no, no. This email. When my leasing people  
15 were saying, you know, if the right person came  
16 along, we don't have keys to the space. We  
17 can't show it.

18 MR. WALLS: Pardon me. Are you referring to an email or a  
19 letter?

20 WITNESS: This is an email. June -- at the top it says  
21 June 8, 2011. Marsha Mitchell is the name at  
22 the very top.

23 MR. WALLS: Oh, Marsha Mitchell is the secretary in this  
24 office, and in the course of copying somehow her  
25 name got on there.

1 WITNESS: Her name got on there.

2 MR. SOLIS: Right.

3 WITNESS: Yeah.

4 MR. SOLIS: Yeah. I figured that.

5 MR. WALLS: She is no part of this at all.

6 MR. SOLIS: Right, right. I figured that. Yeah. I'm just

7 asking [REDACTED] -- I was beginning to ask [REDACTED]

8 [REDACTED] about this discussion with Rosemary Hall,

9 who she was. And then I -- and then when she

10 explained to me that she had not met Rosemary.

11 I asked if she'd met Representative Rush, and

12 she said yes. So you said you met him not long

13 after this email?

14 WITNESS: That's correct.

15 MR. SOLIS: So you met him in 2011?

16 WITNESS: I would say that's probably correct, yeah, maybe

17 2012. But -- mm-hmm.

18 MR. SOLIS: And you met him face-to-face?

19 WITNESS: Yes.

20 MR. SOLIS: Where did you meet him?

21 WITNESS: In my -- in the shopping center management

22 office at Lake Meadows. Uh-huh.

23 MR. SOLIS: Okay. Is that where you typically work day to

24 day?

25 WITNESS: Yeah. Well, I did, you know. One or two days a

1 week I was down there. Yes.

2 MR. SOLIS: Okay. And when he came in to talk to you after  
3 this -- you had written this email to Rosemary,  
4 what did he say?

5 WITNESS: Well, he just wanted to -- us to understand that  
6 he would be cooperative, and that, you know, if  
7 you have somebody, let us know; and we'll come  
8 over and open up the space for you and allow you  
9 to show it. He knew full well that there may be  
10 an opportunity for us to lease it.

11 MR. SOLIS: Was there a lease already in place?

12 WITNESS: Only month-to-month lease.

13 MR. SOLIS: And when you say he knew "full well," that you  
14 would take the opportunity to have somebody  
15 lease it, how do you know that?

16 WITNESS: That was our discussion in this email. There  
17 has been a letter written, and that was what  
18 prompted his coming into my office.

19 MR. SOLIS: Did he make any requests of you --

20 WITNESS: No.

21 MR. SOLIS: -- when he came in?

22 WITNESS: No.

23 MR. GAST: Would this email have been the first time that  
24 you reached out to Representative Rush or his  
25 office about --

1 WITNESS: I'm not sure.

2 MR. GAST: Okay.

3 WITNESS: There was a formal letter at one point, but it  
4 may have been after this.

5 MR. SOLIS: Yeah. I have that letter, and I'll ask you  
6 about that next. So I'm in the middle of this  
7 email right here after you say, "Good morning,  
8 Rosemary. Interest in the shopping center and  
9 area seems to be picking up, which, of course,  
10 is a very good thing. The other day we had a  
11 health club operator inquire about the  
12 Congressman's space." What happened with that  
13 potential buyer -- or I'm sorry --

14 WITNESS: Lessee.

15 MR. SOLIS: -- yeah, lessee. I'm sorry.

16 WITNESS: Obviously, nothing came -- fruition to it.

17 MR. SOLIS: Okay. So Representative Rush explained to you  
18 that he would be cooperative; he would open up  
19 the office should someone come by?

20 WITNESS: Certainly.

21 MR. SOLIS: Did he say where he might go if someone had  
22 decided to lease that space?

23 WITNESS: No.

24 MR. SOLIS: And you said you'd been contacted by your  
25 leasing people about the potential for somebody



1 to come in there.

2 WITNESS: Mm-hmm.

3 MR. SOLIS: What were -- what were people at Draper and  
4 Kramer saying about that?

5 WITNESS: Well, this is typical.

6 MR. WALLS: Can you say that again? Repeat that.

7 MR. SOLIS: Yes.

8 MR. WALLS: I'm not sure I followed that question.

9 MR. SOLIS: Yeah. [REDACTED] said that she had been contacted by  
10 her leasing people about the opportunity of  
11 somebody coming in and leasing that space. And  
12 so I just wanted a further explanation of, you  
13 know, when you say "contact," what did your  
14 leasing people say?

15 MR. ZOLANDZ: Are you talking about a particular party or the  
16 general idea of somebody leasing?

17 MR. SOLIS: The general idea -- general idea of somebody  
18 taking over this space and Representative Rush  
19 would leave, that general idea. What did they  
20 say to you about it?

21 WITNESS: General concept of maybe a school, a driving  
22 school, a healthcare center, something. The  
23 visibility of that space is very limited, and it  
24 would -- you would need that type of tenant who  
25 didn't need the exposure of fronting onto the

1 center, you know. It's backed in the back of  
2 the property.

3 MR. SOLIS: Was there some sort of pressure on you to get  
4 this leased --

5 WITNESS: No.

6 MR. SOLIS: -- by somebody else?

7 WITNESS: No.

8 MR. GAST: How did prospective tenants know that, that  
9 space was available?

10 MR. WALLS: Well, do you mean in a generic sense; how do  
11 they know that space is available?

12 MR. GAST: Yes.

13 MR. WALLS: Okay.

14 WITNESS: I don't know. Through leasing brochures,  
15 through word of mouth, through, you know --

16 MR. GAST: Was it advertised as available space?

17 WITNESS: At some point, yes, it was. Right. At some  
18 point we had -- some of these lease plans showed  
19 that space as being available, you know, along  
20 with other spaces that were available.

21 MR. GAST: And do you know when that was that you first  
22 began advertising or showing that space as  
23 available?

24 WITNESS: Not sure, 2010 or '11 for sure.

25 MR. GAST: Okay.

1 WITNESS: Maybe possibly before that.

2 MR. GAST: And what prompted that?

3 WITNESS: What prompted that, sir?

4 MR. GAST: What prompted the company to show this as

5 available space?

6 WITNESS: I don't know. Just a decision by the leasing

7 people to make it available.

8 MR. GAST: And when you say "the leasing people," who is

9 that?

10 WITNESS: Well, we have leasing representatives in our

11 company who do nothing but lease property, you

12 know, lease space at shopping centers.

13 MR. SOLIS: You had mentioned that on some site plans during

14 that time, that space sometimes would be shown

15 to be available?

16 WITNESS: Mm-hmm.

17 MR. SOLIS: And those site plans where that space would be

18 shown to be available, were there other tenants

19 who were paying -- were month-to-month on a

20 lease?

21 WITNESS: Certainly.

22 MR. SOLIS: Were their spaces also shown to be --

23 WITNESS: Yes.

24 MR. SOLIS: -- unavailable?

25 WITNESS: Yes.

1 MR. SOLIS: Is that a customary thing for a month-to-month  
2 tenant?

3 MR. BANCROFT: I'm sorry. You said "unavailable."

4 WITNESS: Yeah. I was going to say, you're saying --

5 MR. SOLIS: I'm sorry. Excuse me.

6 MR. BANCROFT: Yeah.

7 MR. SOLIS: Available. I'm sorry.

8 WITNESS: Available. Uh-huh.

9 MR. SOLIS: Is that -- is that customary for a month-to-  
10 month tenant to be shown as available on a site  
11 plan --

12 WITNESS: Yes.

13 MR. SOLIS: -- or brochure?

14 WITNESS: Yes.

15 MR. SOLIS: Okay.

16 MR. GAST: Do you typically have a conversation with the  
17 existing tenant before listing a property as  
18 available?

19 WITNESS: I'm not sure.

20 MR. BANCROFT: When you said you typically have a conversation,  
21 do you mean would you approach the tenant and  
22 let them know that you were going to be  
23 marketing the space that they currently occupy  
24 on a month-to-month basis?

25 WITNESS: I think yes. Uh-huh.

1 MR. GAST: Okay. Do you recall doing that with  
2 Representative Rush?  
3 WITNESS: Yes.  
4 MR. GAST: And that's -- you're pointing at this email from  
5 --  
6 WITNESS: Mm-hmm.  
7 MR. GAST: -- June 2011?  
8 WITNESS: And that letter. Yes.  
9 MR. GAST: Okay. And you're not sure whether this was the  
10 first time that you approached him?  
11 WITNESS: No. I'm not sure. Exactly.  
12 MR. SOLIS: So I think I have the letter here that you had  
13 mentioned. This is -- we have it marked  
14 LMSC025. It is a March 6, 2012, letter from [REDACTED]  
15 to -- addressed to Congressman Bobby Rush, Re:  
16 Lake Meadows Shopping Center.  
17 WITNESS: That's correct.  
18 MR. SOLIS: Is this the letter --  
19 WITNESS: Yes. Uh-huh.  
20 MR. SOLIS: -- that you had --  
21 WITNESS: Yes. That's right.  
22 MR. SOLIS: So I'll ask you -- first of all, you say,  
23 "Congressman Bobby Rush." Is that how you would  
24 address him?  
25 WITNESS: Yes.

1 MR. WALLS: When you say "address him," what do you mean?

2 MR. SOLIS: Either in written form or when she sees him

3 face-to-face.

4 MR. WALLS: You mean during the period that he is a

5 Congressman?

6 MR. SOLIS: Yes.

7 WITNESS: Yes.

8 MR. SOLIS: Yes. So I want to go down about three

9 paragraphs there. It says, "Landlord is

10 interested in leasing the space you occupy." Is

11 that landlord the Lake Meadows Associates?

12 WITNESS: That's correct.

13 MR. SOLIS: And how did you know that they were interested?

14 Did they have a conversation with you?

15 WITNESS: Through my leasing people and through my

16 superiors. Yes. It was -- maybe we should try

17 to lease it, you know.

18 MR. BANCROFT: Just to be clear, Lake Meadows Associates is a -

19 - it's a portfolio property --

20 WITNESS: Yes.

21 MR. BANCROFT: -- of Draper and Kramer. So --

22 MR. SOLIS: Okay.

23 MR. BANCROFT: It's not a third party relationship.

24 WITNESS: Uh-huh.

25 MR. SOLIS: Okay. Okay. That's important. Okay. So --

1    yeah.  Okay.  I guess that's important.  So when  
2    you say "landlord," I mean, that's an internal -  
3    -

4    WITNESS:  It's just --

5    MR. SOLIS:  That's Draper and Kramer?

6    WITNESS:  It's what we call landlord and tenant, you know.

7    Yes.

8    MR. SOLIS:  Okay.

9    WITNESS:  Us, they, we the landlord.  Yeah.

10   MR. SOLIS:  And that's your leasing people, and your --

11   WITNESS:  Yes.  Uh-huh.

12   MR. SOLIS:  -- superiors of --

13   WITNESS:  Exactly.

14   MR. SOLIS:  Okay.  I want to show you that same paragraph.

15   It says, you know, "The space you occupy at Lake

16   Meadows Shopping Center to a rent-paying tenant

17   and would like the ability to show the space

18   from time to time to such prospective tenants."

19   That term "rent-paying," I guess, as we've

20   discussed, that would mean that at this time

21   Representative Rush is not a rent-paying tenant,

22   correct?

23   WITNESS:  That's correct.

24   MR. WALLS:  Are you asking the meaning of the phrase?  I

25   don't know understand the question.

1 MR. SOLIS: Right. It says -- it says -- she says "rent-  
2 paying" in reference to a prospective tenant.

3 So I'm asking her if that means at that point  
4 that Representative Rush is not a rent-paying  
5 tenant.

6 [REDACTED] you understood the  
7 question, correct?

8 WITNESS: Well, yes. Uh-huh. And I think that we've  
9 established that it was not --

10 MR. SOLIS: Yeah. I just wanted to make sure about that --

11 WITNESS: Mm-hmm.

12 MR. SOLIS: -- that term and this letter. What happened  
13 after the letter and the request? Did they make  
14 the space available?

15 WITNESS: Well, that's shortly hereafter is when the  
16 Congressman came to my window and my door, and  
17 we had this conversation, and he was very  
18 cordial and pledged his cooperation; put it that  
19 way.

20 MR. SOLIS: Did he say anything about paying rent; that he  
21 would pay rent?

22 WITNESS: It never came up, sir.

23 MR. SOLIS: I'm sorry. That would never come up, or it  
24 didn't?

25 WITNESS: No. That did not.



1 MR. SOLIS: Did not come up. Okay.

2 MR. GAST: Did he express any interest in staying in the  
3 property?

4 WITNESS: No, sir.

5 MR. SOLIS: Okay. So as far as I understand, Representative  
6 Rush came in, in 1989 for Aldermanic purposes,  
7 correct?

8 WITNESS: That's correct.

9 MR. SOLIS: He came as an Alderman. Do you have any  
10 knowledge about --

11 MR. WALLS: Is that how he is described on the lease?

12 MR. SOLIS: The lease it says Bobby Rush as an individual.  
13 The purpose does state -- the term in the lease  
14 where it says purpose.

15 MR. BANCROFT: It says Aldermanic office.

16 MR. SOLIS: Yeah. It says Aldermanic office, but at the  
17 top, first page, it does say Bobby Rush as an  
18 individual.

19 MR. WALLS: That's on the document called Lease Fact Sheet,  
20 correct?

21 MR. BANCROFT: Yes.

22 MR. WALLS: You're referring to that?

23 MR. BANCROFT: Yes.

24 MR. SOLIS: Yes. So I'm just trying to get the --

25 WITNESS: Mm-hmm.

1 MR. SOLIS: -- the history here. Came in as an Alderman.  
2 Do you know anything about his status as a State  
3 Party Committeeman?  
4 WITNESS: No.  
5 MR. SOLIS: Do you know what that is?  
6 WITNESS: Democratic Party I'm assuming, but, no, I don't  
7 know.  
8 MR. SOLIS: Okay. Congressman Rush also is affiliated with  
9 a Congressional campaign committee to, you know,  
10 help his reelection efforts. It's called  
11 Citizens for Rush. Do you know that name? Have  
12 you ever heard of that name?  
13 WITNESS: No, sir. No. There may be posters in the  
14 window saying that, but that's -- that would be  
15 the extent of my knowledge.  
16 MR. SOLIS: I guess I'm wondering just -- just generally,  
17 from your point of view, while you had this  
18 account, did you see Representative -- the  
19 tenancy, did you see Representative Rush  
20 personally as the tenant? Did you see his  
21 Congressional committee as a tenant? Who did  
22 you view as the tenant in this circumstance?  
23 WITNESS: Congressman Rush.  
24 MR. BANCROFT: Go ahead, Tom. What were you saying?  
25 MR. WALLS: Did you mean -- I'm not sure I understand that

1 question either. Wouldn't that be determined by  
2 the lease?

3 WITNESS: That's -- the way I answered the question is by  
4 the lease. Yes.

5 MR. SOLIS: Well, if that's -- I mean, I'm just asking for  
6 ■■■'s -- you know, she's the one handling this  
7 account. The lease says that. I'm just  
8 wondering how she personally viewed it, judging  
9 by her experience and interactions with  
10 Representative Rush and his staff, who she  
11 viewed as -- as the specific tenant in this  
12 case. She just mentioned that it's in the  
13 lease, right?

14 WITNESS: Mm-hmm.

15 MR. SOLIS: Bobby Rush as an individual.

16 WITNESS: That's correct.

17 MR. SOLIS: Or Congressman Rush. If that's how she views  
18 it, then -- that's how you view it?

19 WITNESS: Yes.

20 MR. SOLIS: Okay. I think I'm getting to the end of my  
21 questions. I just want to go through and make  
22 sure I've got everything.

23 MR. GAST: While he's looking, can I just ask you, if a  
24 tenant is -- if a decision is made to pursue a  
25 tenant for unpaid rent, how does that process

1 play out? What do you do?

2 WITNESS: You know, individual communications at first,  
3 and then, if necessary, we get legal assistance.

4 MR. GAST: Are you involved in the process once it's kind  
5 of referred over to legal?

6 WITNESS: As a manager, yes.

7 MR. WALLS: I'm sorry. I couldn't hear that one.

8 MR. GAST: I asked if [REDACTED] is involved in the process  
9 once it's referred to legal.

10 WITNESS: Certainly. Mm-hmm. You know, questions they  
11 may have or clarifications, that type of thing.

12 MR. SOLIS: When you take collection efforts, when you begin  
13 the process of trying to get what's owed to the  
14 company --

15 WITNESS: Mm-hmm.

16 MR. SOLIS: -- back, do you need a check off from superiors?  
17 Do you have to get permission to make those  
18 collection efforts?

19 WITNESS: Yes.

20 MR. SOLIS: So if -- I'm just trying to play this out. So  
21 if you want to call a tenant and say you owe us  
22 rent. You need to check with your superior to  
23 make that phone call?

24 WITNESS: Probably not. Probably not for, you know,  
25 individual phone calls to a tenant. No. But

1 for legal pursuit, yes.

2 MR. SOLIS: Okay. I'm talking about prior to legal pursuit  
3 where this is more -- maybe more of an informal  
4 process.

5 WITNESS: Mm-hmm.

6 MR. SOLIS: Where you're sending an email, sending a letter  
7 --

8 WITNESS: I collect rent. That's part of my duties. Yes.  
9 Uh-huh.

10 MR. SOLIS: Do you need permission from your supervisors to  
11 take those types of efforts prior to legal  
12 action?

13 WITNESS: No.

14 MR. SOLIS: No?

15 MR. WALLS: Paul, just FYI, we got about four minutes left  
16 on our agreed time.

17 MR. SOLIS: Sure. I wanted to ask if -- you know, I have  
18 two emails as far as I remember anyway. I have  
19 two emails authored by [REDACTED] that relate to  
20 this account and Representative Rush that were  
21 provided. [REDACTED] has discussed the fact that  
22 she's got some communications between her and  
23 possibly the Congressman or somebody on his  
24 staff. I'm wondering if there are emails or  
25 communications in addition to the ones I have.

1 MR. WALLS: I think we produced what you requested in the  
2 period that you requested it. My understanding  
3 is that -- that was -- that you got everything.

4 WITNESS: From 2007 forward.

5 MR. SOLIS: Okay. So there are communications with  
6 Representative Rush regarding this account prior  
7 to 2007?

8 WITNESS: No doubt. Yes.

9 MR. SOLIS: Okay. I think that is -- that is all.

10 MR. GAST: I think those are the questions we have for you.  
11 We appreciate the time.

12 MR. SOLIS: Thank you very much.

13 WITNESS: I really enjoyed it. It was fine.

14 END OF INTERVIEW

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<b>A</b>	<p><b>approach</b> 36:21  <b>approached</b> 37:10  <b>approval</b> 11:1,7,18  <b>approximately</b> 25:17,18  <b>area</b> 24:13 27:6,7 32:9  <b>arent</b> 19:20  <b>arrival</b> 14:5  <b>asked</b> 5:9 10:9 18:16,21 19:1,13 26:9 30:11 44:8  <b>asking</b> 10:21 11:9 11:14 14:16 24:21 27:2 30:7 39:24 40:3 43:5  <b>assistance</b> 44:3  <b>associates</b> 5:7 38:11,18  <b>assume</b> 12:24 15:16 16:14  <b>assuming</b> 16:13 42:6  <b>attached</b> 6:12  <b>attention</b> 7:12  <b>august</b> 20:3  <b>authored</b> 45:19  <b>authority</b> 2:25 10:19 11:17  <b>available</b> 5:20 34:9 34:11,16,19,20,23 35:5,7,15,18 36:7 36:8,10,18 40:14  <b>await</b> 12:1  <b>aware</b> 3:17 4:9 14:10,14,21 19:18</p> <hr/> <p style="text-align: center;"><b>B</b></p> <p><b>back</b> 12:11 19:9,10 20:19 21:14 23:23 24:8 34:1 44:16  <b>backed</b> 34:1  <b>bancroft</b> 1:11 2:4 4:20,23 5:22 6:1 7:10 15:19,22 23:6,11 24:4 27:17 36:3,6,20 38:18,21,23 41:15 41:21,23 42:24</p>	<p><b>based</b> 18:10 24:22  <b>basis</b> 10:2 36:24  <b>bates</b> 5:16  <b>began</b> 5:1 34:22  <b>beginning</b> 30:7  <b>believe</b> 3:7,25 20:13,21 21:21  <b>best</b> 24:24  <b>bill</b> 2:20,20,20  <b>bit</b> 4:21 11:23 26:9  <b>board</b> 15:17 16:11 16:21  <b>bobby</b> 8:1 12:1 20:25 24:12 25:4 37:15,23 41:12,17 43:15  <b>books</b> 8:8  <b>bottom</b> 6:7 7:12 13:11,13 23:6  <b>brings</b> 26:4,8  <b>brochure</b> 36:13  <b>brochures</b> 34:14  <b>business</b> 2:14  <b>buyer</b> 32:13</p> <hr/> <p style="text-align: center;"><b>C</b></p> <p><b>c6</b> 3:7 24:12  <b>c7</b> 25:4  <b>calendar</b> 13:8  <b>call</b> 13:20 39:6 44:21,23  <b>called</b> 41:19 42:10  <b>calls</b> 44:25  <b>campaign</b> 42:9  <b>cant</b> 4:16 29:17  <b>capacity</b> 12:25  <b>carry</b> 8:7  <b>case</b> 9:4,5 10:1,1 17:20 43:12  <b>cases</b> 9:22 10:3,4  <b>category</b> 10:24  <b>center</b> 4:14 19:22 20:1 23:8,14,15 23:15 30:21 32:8 33:22 34:1 37:16 39:16  <b>centers</b> 35:12  <b>certain</b> 26:7  <b>certainly</b> 26:13</p>	<p>32:20 35:21 44:10  <b>chain</b> 6:7,10,15 28:17  <b>change</b> 22:1  <b>charged</b> 27:13  <b>charges</b> 26:11,22 26:25 27:22  <b>check</b> 44:16,22  <b>checking</b> 2:25  <b>chicago</b> 21:18  <b>circumstance</b> 14:22 42:22  <b>circumstances</b> 15:2  <b>citizens</b> 42:11  <b>city</b> 8:2 12:1  <b>clarifications</b> 44:11  <b>clarify</b> 15:19 18:7  <b>clear</b> 18:3 38:18  <b>clearly</b> 19:15  <b>client</b> 13:14  <b>close</b> 8:7  <b>closer</b> 4:19,22  <b>club</b> 32:11  <b>cohen</b> 6:3,20 11:8 12:24 15:16 16:2  <b>collect</b> 2:20,21 8:13 8:16 45:8  <b>collected</b> 10:14 27:15  <b>collection</b> 7:16 13:16,17,25 14:23 17:24 18:3,11,17 18:18,22 19:4,6 44:12,18  <b>come</b> 3:10 31:7 32:19 33:1 40:23 41:1  <b>coming</b> 12:16 31:18 33:11  <b>committee</b> 42:9,21  <b>committeeman</b> 42:3  <b>common</b> 19:21 27:6,7  <b>communicate</b> 2:21 2:22  <b>communications</b> 44:2 45:22,25 46:5</p>	<p><b>companies</b> 2:17  <b>company</b> 2:12,13 3:11,22 6:23 22:4 22:15 35:4,11 44:14  <b>concept</b> 33:21  <b>concerning</b> 18:23  <b>congress</b> 21:21  <b>congressional</b> 2:2 42:9,21  <b>congressman</b> 3:16 3:23 8:15 13:18 14:3 21:20 28:23 37:15,23 38:5 40:16 42:8,23 43:17 45:23  <b>congressmans</b> 32:12  <b>consider</b> 9:10 17:18  <b>considered</b> 26:23  <b>contact</b> 33:13  <b>contacted</b> 32:24 33:9  <b>contracts</b> 2:23  <b>control</b> 4:16  <b>conversation</b> 3:22 6:2,6,8 7:13 8:25 9:7 36:16,20 38:14 40:17  <b>conversations</b> 10:11  <b>cooperate</b> 29:11  <b>cooperation</b> 40:18  <b>cooperative</b> 31:6 32:18  <b>copies</b> 19:24  <b>copy</b> 5:17  <b>copying</b> 29:24  <b>cordial</b> 40:18  <b>corner</b> 23:7  <b>correct</b> 8:17 11:11 12:5 13:15 14:25 16:3 18:4,5,24,25 24:14 25:9,13 30:14,16 37:17 38:12 39:22,23 40:7 41:7,8,20 43:16  <b>couldnt</b> 27:1 44:7</p>
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**8** 29:21

**89** 22:9

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**90s** 19:11

**93** 21:21

# **EXHIBIT 5**

## **TRANSCRIPT OF INTERVIEW OF CAMPAIGN TREASURER**

INTERVIEW OF [REDACTED]

Present:

Paul Solis, Investigative Counsel

Kedric Payne, Deputy Chief Counsel

Scott Thomas,

[REDACTED]

Transcribed By:

Julie Thompson

1 MR. THOMAS: And let me just also say -- I've said this to  
2 you before, but if there's something that you  
3 don't know, it's okay to say you don't know.

4 But we're here to help these folks. So if  
5 there's some way you can offer to follow up and  
6 find an answer for them, feel free to --

7 [REDACTED] (the "Witness"): Okay.

8 MR. THOMAS: -- do that. We're trying to be as cooperative  
9 as possible.

10 WITNESS: No problem.

11 MR. SOLIS: Alright. Well, this is Paul Solis,  
12 Investigative Counsel for the OCE. I'm with  
13 Kedric Payne, Deputy Chief Counsel, Scott  
14 Thomas. And, [REDACTED], could you state your  
15 name for the record?

16 WITNESS: It's [REDACTED].

17 MR. SOLIS: I just want to start with some background on  
18 your work with the Citizens for Rush campaign.

19 WITNESS: Mm-hmm.

20 MR. SOLIS: What is your position and title there?

21 WITNESS: Treasurer would be the official position with  
22 the committee.

23 MR. SOLIS: Do you have any unofficial positions with the  
24 committee?

25 WITNESS: Right now, no. I started out working in



1 precinct operations and running campaigns. Then  
2 my specialty became Election Day coordination,  
3 and back when he was still Alderman and it was  
4 still called Citizens for Rush, they -- it was  
5 some issue they had with the State Board of  
6 Elections. And they asked me to, you know,  
7 start learning the system and file the reports.

8 MR. SOLIS: Okay.

9 WITNESS: And from then -- and that was probably in the  
10 90s, if I recall correctly.

11 MR. SOLIS: Okay.

12 WITNESS: And from that -- well, probably the 80s because  
13 he became Alderman -- I mean, Congressman in the  
14 90s.

15 MR. SOLIS: How long have you been the treasurer for the  
16 Citizens for Rush campaign?

17 WITNESS: Since the inception.

18 MR. SOLIS: Okay.

19 WITNESS: Inception of the congressional committee.

20 MR. PAYNE: And when was that?

21 WITNESS: It has to be '90, '91 when he first ran, but I  
22 was treasurer of his state committee as Alderman  
23 and Democratic Committeeman committees prior to  
24 that.

25 MR. SOLIS: Okay. Are you -- do you work in any capacity

1 with any other committees that Representative  
2 Rush is associated with?

3 WITNESS: Yes. I'm also the treasurer of Friends for  
4 Bobby Rush. That is a state committee. It was  
5 -- that committee was originally called the  
6 Citizens for Rush, and then we -- we changed it  
7 to Friends of Bobby Rush when we got the Federal  
8 PAC committee, and I file the state reports and  
9 the federal reports.

10 MR. SOLIS: And how long have you been the treasurer for the  
11 Friends of Bobby Rush?

12 WITNESS: That would have to go back to the 80s because  
13 that's when I started.

14 MR. SOLIS: Okay. Are you paid by the committees, or do you  
15 volunteer?

16 WITNESS: I started off volunteering, and then recently  
17 they -- you know, they started paying me -- I  
18 think I started off at about 300 a month. Now  
19 I'm at 550, but if there's no money or we're  
20 tight on money, then I don't get paid.

21 MR. SOLIS: okay. And that -- that's for both committees?

22 WITNESS: No. That's just one committee.

23 MR. SOLIS: Okay.

24 WITNESS: I don't -- it's very little activity on the  
25 other committee.

1 MR. SOLIS: The Friends of Bobby Rush?

2 WITNESS: Right. I mean, if there is, you know, we take  
3 care of that on Election Day.

4 MR. SOLIS: Okay. Are you employed anywhere else?

5 WITNESS: I'm employed with Cook County, county  
6 government. I am -- my official title is  
7 Project Director for the Department of Planning  
8 where we administer the HUD grants, yeah,  
9 primarily the HUD grants. However, I'm on  
10 corporate payroll. So I'm not -- I'm in the  
11 federal ethics too because I have been a  
12 District Director. So I'm not crossing that  
13 because I'm not getting paid with federal money,  
14 federal grant money. So I can come and talk to  
15 you.

16 MR. SOLIS: Okay.

17 WITNESS: That's correct, right? I'm talking too much.  
18 Okay.

19 MR. THOMAS: It's too complicated for me.

20 MR. SOLIS: So with that job with Cook County, how many  
21 hours a week are you working?

22 WITNESS: Forty.

23 MR. SOLIS: Forty.

24 WITNESS: Well, they call it 40. I think we work 30. We  
25 get paid -- we get paid for 40. I'll put it

1 that way.

2 MR. SOLIS: Okay. And then the work with the Citizens for  
3 Rush committee, how many hours a week are you  
4 working with that?

5 WITNESS: That's primarily when -- when if there's a  
6 campaign, what is required, you know, the filing  
7 of the reports, and I also maintain -- or right  
8 now the access going back and forth to the post  
9 office, making deposits, doing whatever  
10 reporting I have to do at that time.

11 MR. SOLIS: Okay.

12 WITNESS: And then making sure that the bills get paid --

13 MR. SOLIS: Okay.

14 WITNESS: -- or hopefully.

15 MR. SOLIS: So when it's not in the middle of a campaign,  
16 like right now, how many hours a week are you  
17 working for the Citizens for Rush committee?

18 WITNESS: Well, right now, due to the fact the primary is  
19 Tuesday, we're -- we're in no -- no major, major  
20 campaign. So right now I would say I probably  
21 do about four to -- maybe four to five.

22 MR. SOLIS: Hours a week?

23 WITNESS: Yeah.

24 MR. SOLIS: Okay. Yeah. Someone reminded me last night  
25 about the primary in Illinois.

1 WITNESS: Yeah.

2 MR. SOLIS: So, excuse me, this is the middle of the  
3 campaign.

4 MR. THOMAS: You're in the middle of a grueling election  
5 right now.

6 WITNESS: Right, right.

7 MR. SOLIS: Who else works with Citizens for Rush campaign  
8 committee?

9 WITNESS: Primarily the campaign would be Carolyn Rush.

10 MR. SOLIS: Okay.

11 WITNESS: So primarily the two of us on a regular basis.

12 During petition drives, or Election Day, or what

13 we call visibility -- visibility is when we put

14 posters out or whatever, then more of my time is

15 spent where I'm having to pay the -- well, we

16 call them stagnates we've named for a petition.

17 We may give them \$10 for a petition. So when

18 they bring them, you know, and either when the

19 coordinator tells me how much per person, then,

20 you know, I make sure that we get them paid.

21 And they sign receipts, and I report them. But

22 most of them don't end up itemized because it

23 doesn't go over the \$200 threshold.

24 MR. SOLIS: Who do you report to?

25 WITNESS: I report to the Congressman and Mrs. Rush.

1 MR. SOLIS: Does she have an official title with the  
2 campaign?

3 WITNESS: I just call her the queen.

4 MR. SOLIS: I think that is an official title.

5 WITNESS: Because she's running it.

6 MR. SOLIS: Okay. Do you supervise anybody on the campaign  
7 staff?

8 WITNESS: No, no. Not unless I'm doing Election Day  
9 coordination or something of that sort, or he  
10 may -- unless for some reason -- I think a lot  
11 had to do with, you know, my work duties. But  
12 unless he needs me to work, and, like I say, my  
13 original capacity was his precinct coordination  
14 and so forth but recently no one.

15 MR. SOLIS: Okay. And when you're doing this four to five  
16 hours a week, like right now, where are you  
17 doing that work from?

18 WITNESS: Home.

19 MR. SOLIS: Home.

20 WITNESS: Home or if I have to go somewhere or meet  
21 someone for notary -- I'm a notary also -- to  
22 notarize or pay volunteers or whatever.

23 MR. SOLIS: Okay.

24 WITNESS: Or deliver a check, you know. But it's  
25 primarily, what I do would be from home, or I'm

1 at the -- I'm called to the Congressman

2 (inaudible) meeting at his home.

3 MR. SOLIS: At the Congressman's home?

4 WITNESS: Yeah. Those are the deep meetings.

5 MR. SOLIS: The what meetings?

6 WITNESS: The deep.

7 MR. SOLIS: Deep. What about anywhere else? That you might

8 do campaign work for Citizens for Rush?

9 WITNESS: Personally I don't do -- I mean, now I may go to

10 the office there, but it's primarily if we are,

11 you know, if I'm paying someone. Okay. But

12 that would be more like a short meeting place

13 where like I got all these volunteers to pay, or

14 on Election Day we want to feed all the

15 volunteers, even though they stay in the street.

16 I may, you know, go get trays of food, and they

17 come in and eat and then leave.

18 MR. THOMAS: What was your question? I'm sorry.

19 MR. SOLIS: Anywhere else besides the Congressman's home and

20 her home?

21 WITNESS: Yeah.

22 MR. THOMAS: Got you. Thank you.

23 MR. SOLIS: So and you mentioned the office.

24 WITNESS: Mm-hmm.

25 MR. SOLIS: What office is that?

1 WITNESS: That would be the office at 3361 that was  
2 formally -- I mean, it's more like a  
3 Committeeman's office because there may be other  
4 candidates also, petitions that he's circulating  
5 as Democratic Committeeman.

6 MR. PAYNE: So that's 3561 Martin Luther King Drive?

7 WITNESS: Correct.

8 MR. SOLIS: 33 --

9 WITNESS: Yeah. But that's not -- I mean, that's not  
10 often. That may be two or -- it could be two or  
11 three days between now and Tuesday.

12 MR. SOLIS: Okay.

13 WITNESS: Okay. But primarily as treasurer what I would  
14 be doing is checking the mailbox and filing my  
15 48-hour notices.

16 MR. SOLIS: Do you have keys to the building?

17 WITNESS: I have a key. Yes.

18 MR. SOLIS: Okay. Who else has keys to the building?

19 WITNESS: All I know is I think Walter has a key, and the  
20 Congressman, and Mrs. Rush. I don't know who  
21 else has a key, and, I mean, I've had that  
22 probably since he became -- I mean, a long time,  
23 whenever the locks were last changed, and that's  
24 primarily, you know, if we had to meet someone  
25 up there.



1 MR. SOLIS: You said that it might be two or three days from  
2 now until Tuesday --

3 WITNESS: Mm-hmm.

4 MR. SOLIS: -- that you work out of that office.

5 WITNESS: Mm-hmm.

6 MR. SOLIS: That you spend time there at least. Is that  
7 typical? I mean, is it two to three days a week  
8 that you're down there?

9 WITNESS: No. I haven't -- the last time I was there was  
10 last month when they told me to take pictures of  
11 all the junk on the inside. Photography is my  
12 hobby.

13 MR. THOMAS: You've seen those.

14 MR. SOLIS: Yes, we have. Yes, we have.

15 WITNESS: And I haven't --

16 MR. THOMAS: I've seen her handiwork.

17 WITNESS: And I don't think I have been there probably  
18 since the last election --

19 MR. SOLIS: Okay.

20 WITNESS: -- you know, prior to that.

21 MR. SOLIS: So the election in 2012, you might have been  
22 down there?

23 WITNESS: Yeah.

24 MR. SOLIS: And then the most recent time since then was  
25 when you took the pictures?

1 WITNESS: Yeah. Now, one thing too, which I can't recall  
2 exactly when, if the Congressman says, "I want  
3 to meet with you," he may say, "Meet me up  
4 there." And we're there in 5, 10 minutes as,  
5 you know, more of a place where we can meet  
6 other than -- well, it's closer to where he  
7 lives and where I live or whatever.

8 MR. SOLIS: Okay.

9 WITNESS: But other than that, I haven't been in there any  
10 length of time or, you know --

11 MR. SOLIS: Do you know how often he spends at that space?

12 Do you know --

13 WITNESS: No.

14 MR. SOLIS: -- how often he goes there?

15 WITNESS: I don't think -- to me it just stays empty,  
16 okay, because the posters on the windows are  
17 from the election two years ago. There's nobody  
18 been in there to even take the posters down.

19 MR. SOLIS: Do you know if it has utilities? Does it have  
20 gas, electric?

21 WITNESS: Well, I was surprised that the electricity  
22 worked when we went in. The gas, I don't think  
23 so. It didn't to -- the heat did not seem to be  
24 on.

25 MR. SOLIS: Who pays the electric bills?

1 WITNESS: Right now I don't know. I know I have no idea.

2 MR. SOLIS: How often is Mrs. Rush at that space?

3 WITNESS: I really can't say. During campaign time, she  
4 may come in to follow up on something, for  
5 meetings and so forth, and between campaigns,  
6 I'm not aware of her being there.

7 MR. SOLIS: Who owns that space at 3361?

8 WITNESS: I know that the shopping center is owned by  
9 Draper and Kramer. The space -- he moved into  
10 that space in the 80s because I think the  
11 building that we were in was getting condemned,  
12 and we just -- and that was as Alderman and  
13 Board Committeeman.

14 And after that -- I mean, after he  
15 became Congressman, it was primarily, you know,  
16 then we had the district offices set up  
17 throughout the district, and it was, you know,  
18 maybe used, like I said during the petition  
19 drive and/or the weekend before an election,  
20 unless a meeting was called. I mean, that would  
21 be when I was there. Now, I can't -- you know.

22 MR. SOLIS: Do you know if there's a lease?

23 WITNESS: I don't think so. I do not think that there is  
24 a lease at all. I think that the place was  
25 given -- I mean, when he originally got it, it

1 was -- you know, they gave him a space to  
2 operate, and he maintained it. I know that when  
3 it got too -- that nothing was ever paid on the  
4 space, but we were -- you know, if there were  
5 operations there, we were responsible for the  
6 repairs and the utilities.

7 MR. SOLIS: You mentioned that you felt it was more of a  
8 Committeeman's space.

9 WITNESS: Yeah.

10 MR. SOLIS: Does the Friends of Bobby Rush committee pay  
11 bills there, or are they on lease there?

12 WITNESS: They're not on the lease there. The bills would  
13 come out of either, you know, where the money  
14 was available because a lot of times we didn't  
15 even have money available.

16 MR. SOLIS: Okay. So with money for utilities or any other  
17 expenses associated with the space, would they  
18 sometimes come from Citizens for Rush?

19 WITNESS: Yes.

20 MR. SOLIS: Okay. When is the last time Citizens for Rush  
21 made a payment for expenses associated with that  
22 space?

23 WITNESS: I cannot recall. All I know is last time I was  
24 in there we were working on the committee and  
25 circulating petitions for another candidate.

1 There was no heat. That's all I remember. So  
2 sometimes the bills -- whenever the office would  
3 open or something like that, all those  
4 arrangements would be done by Mrs. Rush, you  
5 know. We would get bills. I would -- you know,  
6 tell them we had the bills, and then they would  
7 take them.

8 MR. SOLIS: Okay. "They would take them?"

9 WITNESS: The Congressman or Mrs. Rush.

10 MR. PAYNE: But just -- just so I'm clear, so some expenses,  
11 the utility bills associated with that space  
12 would come from either the Friends of Bobby Rush  
13 committee or Citizens for Rush --

14 WITNESS: Correct.

15 MR. PAYNE: -- depending on who had the funds?

16 WITNESS: Correct.

17 MR. PAYNE: Okay. Do you know what type of expenses it  
18 would be? Would it be utilities that would come  
19 out of the Citizens for Rush funds? Would it be  
20 --

21 WITNESS: Utilities, and I do know that we did purchase a  
22 heating unit. I think we were about to go into  
23 a petition drive, and there was no heat.

24 MR. PAYNE: When was that that you purchased the heating  
25 unit?

1 WITNESS: Okay. I was District Director then, and it had  
2 -- it was in about 2010 or early 2011. I was  
3 serving -- I was acting at that point because  
4 his regular District Director was on leave of  
5 absence.

6 MR. PAYNE: And that came from Citizens for Rush?

7 WITNESS: Yes.

8 MR. PAYNE: Okay. Has Citizens for Rush made any other  
9 expenses for improvements to that space?

10 WITNESS: I can't recall, you know. We were in there so  
11 long. I know that was the only major work that  
12 was done at that point, I mean, you know, at  
13 that time. Other than that, I mean, maybe they  
14 called the complex. I'm not sure.

15 MR. SOLIS: Does the property have telephone services?

16 WITNESS: It has telephone services, but that's all it is,  
17 is a telephone. There's no dial tone.

18 MR. SOLIS: Okay. So a telephone exists, but there's no  
19 connection?

20 WITNESS: Yeah. I mean, well, the telephones were left  
21 over from when he was Alderman before  
22 Committeeman, and, you know, sometimes if  
23 they're -- if we were operating them -- well, as  
24 our petition -- see I've worked with him -- I  
25 mean, for -- I've been work -- started working

1 with the Congressman in '83, I mean, when he was  
2 Alderman. So my memory goes back and forth.

3 MR. SOLIS: That's fine.

4 WITNESS: But, I mean, the telephones have been working  
5 when we've had to be in there for a campaign,  
6 okay, but they were primarily like when we're  
7 circulating petitions. And we may be  
8 circulating them for numerous candidates because  
9 there's more Committeeman in the city of  
10 Chicago. Every elected official who may vote  
11 within the ward may come from the ward from  
12 anyone's endorsement, and then that would  
13 include also circulating their petitions because  
14 you had precinct captains and so forth.

15 He stopped being the ward Committeeman  
16 I think about 2007 or 2008 because technically  
17 it was about -- we only ended up with about 10  
18 or somewhere in the area of 10 precincts that  
19 were in the First Congressional, and he gave it  
20 up so, you know, he could devote all of his time  
21 to the Congressional District.

22 MR. SOLIS: Since our review started, so, you know,  
23 probably, you know, 40 days ago, over a month  
24 ago --

25 WITNESS: Mm-hmm.

1 MR. SOLIS: -- have you been in the space to move things  
2 around?  
3 WITNESS: No.  
4 MR. SOLIS: Have you made any alterations to --  
5 WITNESS: Just taking pictures.  
6 MR. SOLIS: Okay. You didn't go inside?  
7 WITNESS: And that was my -- no. I mean, I went in to  
8 take pictures inside.  
9 MR. SOLIS: Okay.  
10 WITNESS: But I haven't been inside there I don't think  
11 since the last election, if then.  
12 MR. SOLIS: Okay.  
13 WITNESS: Yeah.  
14 MR. SOLIS: Are you in charge of making disbursements from  
15 Citizens for Rush funds?  
16 WITNESS: Yes and no. Up until Mrs. Rush's illness, she  
17 maintained -- they maintained the checkbook.  
18 They would -- she would pay certain bills.  
19 Bills that I would get in the mailbox. I would  
20 get checks from her, and, you know, give them a  
21 list of what we would have to pay; and then pay  
22 those bills, okay. A lot of times I would find  
23 out about bill payments with the bank statement.  
24 MR. SOLIS: Okay. Since Mrs. Rush's illness?  
25 WITNESS: Since Mrs. Rush's illness, I believe in about



1 October, we went -- well, Mrs. Rush and I were  
2 both signatures on the account.

3 MR. SOLIS: Okay.

4 WITNESS: Okay. We went -- the Congressman and I went to  
5 the bank to -- I think the storage bill was  
6 behind, and they were threatening to auction  
7 everything out. So they had us do a letter that  
8 authorized only one signature. It didn't take  
9 her off or me off, just one signature  
10 temporarily. And at that time then, I'm the  
11 only signature, so I start paying.

12 MR. SOLIS: Okay.

13 WITNESS: And the checks I did order. I know he had  
14 problems at his home with water and so forth --

15 MR. SOLIS: Right.

16 WITNESS: -- water damage. I ordered a new checkbook,  
17 which I have, but the checks I have written are  
18 primarily, you know, to our fundraiser.

19 MR. SOLIS: Okay.

20 WITNESS: I mean, they're minimum.

21 MR. PAYNE: Just so I'm clear on the timing of this all, are  
22 you saying that approximately October of 2012,  
23 you started this role of having the -- control  
24 of the checkbook?

25 WITNESS: Well, 2013, I became the sole signature.

1 MR. PAYNE: Okay.

2 WITNESS: I didn't have control of the checkbook until it  
3 was delivered, probably late last month.

4 MR. PAYNE: Okay.

5 WITNESS: Okay.

6 MR. PAYNE: So who was -- how are payments being made from  
7 that -- from October 2013 until you got the  
8 checkbook?

9 WITNESS: I would get checks from the Congressman.

10 MR. PAYNE: Okay.

11 WITNESS: Then I guess wherever she -- they made the --  
12 Mrs. Rush had the checkbook within their home.  
13 He would take checks out of the checkbook and  
14 give them to me. Then I would just go pay the  
15 bills.

16 MR. PAYNE: These were blank checks --

17 WITNESS: Yeah.

18 MR. PAYNE: Okay.

19 WITNESS: They were blank.

20 MR. SOLIS: And the checks -- the checks have Citizens for  
21 Rush on them?

22 WITNESS: Yes. Citizens for Rush.

23 MR. SOLIS: So, again, just so we're straight, from October  
24 2013 until you just got this checkbook  
25 personally, Representative Rush was -- is the

1 one who was making the decisions on when and  
2 where to cut checks?

3 WITNESS: No. What he would do is give -- well, let me  
4 back up. What he would do is give me probably  
5 two sheets of checks. I would probably have six  
6 checks, okay. Before I make any disbursements,  
7 I would get his approval.

8 MR. SOLIS: Okay.

9 WITNESS: Okay. So it's not -- the only thing I basically  
10 pay on my own is the storage because they would  
11 throw everything out of the storage unit, okay.  
12 When it comes to the fundraiser like, you know,  
13 when should I pay, you know. I got bills from  
14 the fundraiser. Can I pay them? And he said  
15 yes, and then at that point I would pay the  
16 checks -- I mean, write out the check and mail  
17 it.

18 MR. SOLIS: Okay. When you talk about the storage space, is  
19 that 407 East 25th Street?

20 WITNESS: 26th, 25th. Okay, yeah. That -- yeah. That's  
21 the business -- I think it is.

22 MR. SOLIS: Is that United Storage?

23 WITNESS: Yeah. It's United Storage now.

24 MR. SOLIS: Okay.

25 WITNESS: It's changed names a few times since they've had

1 this unit.

2 MR. SOLIS: Okay. So prior to October 2013 when Mrs. Rush  
3 became ill, she was the sort of -- the primary  
4 decision maker on disbursements for the campaign  
5 committee?

6 WITNESS: It would still be both. I think they would  
7 talk.

8 MR. SOLIS: Okay.

9 WITNESS: She would also give me checks, but she may have  
10 me sign a blank check, you know, because  
11 payments that she made -- knew about. I would  
12 still have a blank check with her signature on  
13 it, like I do now. Then like I talked to the  
14 Congressman last night and informed him what  
15 bills were in the PO box and, you know, when to  
16 pay them, and get -- to get his approval to  
17 write and mail.

18 MR. THOMAS: Can I maybe jump --

19 MR. SOLIS: Sure.

20 MR. THOMAS: Just to clarify, it sounds like the procedure  
21 before required two signatures.

22 WITNESS: Correct.

23 MR. THOMAS: So when you would get checks, it reflected  
24 checks that had been signed by her already; is  
25 that the way that worked?

1 WITNESS: Correct. And vice versa.

2 MR. THOMAS: Then you would -- you would add the signature if

3 -- once you got the --

4 WITNESS: Yeah. Once I got permission to -- right.

5 MR. THOMAS: -- whether they wanted you to go ahead and pay

6 it?

7 WITNESS: Mm-hmm.

8 MR. SOLIS: Okay.

9 WITNESS: There may be instances where I would tell them

10 what the bills are. They would give me that

11 amount of checks. Then I would just pay the

12 bills.

13 MR. SOLIS: Okay. The Beloved Community Christian Church.

14 WITNESS: Mm-hmm.

15 MR. SOLIS: Do you know what that is?

16 WITNESS: That's the Congressman's church.

17 MR. SOLIS: Okay. Do you attend services there? Do you go

18 there?

19 WITNESS: Only funerals and weddings.

20 MR. SOLIS: Okay.

21 WITNESS: I mean, I'm not a member as (inaudible). As

22 District Director, if he was sponsoring a food

23 drive or something like that, sometimes -- I

24 mean, on the weekends, on our volunteer time, we

25 may go over and help with the distribution. But

1 other than that funerals plural and one wedding.

2 MR. SOLIS: Okay.

3 WITNESS: I've never been to a service other than that.

4 MR. SOLIS: Has the Citizens for Rush campaign committee  
5 made donations?

6 WITNESS: Donations have been made periodically to the --  
7 I mean, to the church. There maybe a few times,  
8 but not many, where I've written the check. A  
9 lot of times the checks are written -- you know,  
10 were written by Mrs. Rush, but it was, you know,  
11 they have an annual fundraising event. So some  
12 -- you know, a lot of times it was around that  
13 time, or I would find -- really, I would find  
14 out about the disbursement with the cancelled  
15 checks.

16 MR. SOLIS: Okay. If you were required to be a signator on  
17 those checks though prior to October 2013 --

18 WITNESS: Mm-hmm.

19 MR. SOLIS: -- would you have to have signed the checks to  
20 the -- the church?

21 WITNESS: They had me sign a blank check.

22 MR. SOLIS: Okay.

23 MR. THOMAS: Say that again.

24 WITNESS: I signed -- I would sign like four checks.

25 MR. THOMAS: Oh, you would give them some signed checks?

1 WITNESS: Yeah. They would ask me to sign checks, and  
2 they would give me checks with one signature.

3 MR. SOLIS: Okay.

4 WITNESS: In a lot of cases, the Congressman may have to  
5 bring checks up to D.C. if there was, you know,  
6 something going on, or they -- I know he used to  
7 have to host Congressional CBC breakfast or  
8 luncheon or something. So I would send checks  
9 with him, and then even on the fundraising side.

10 MR. SOLIS: So, for example, if they're going to make a  
11 donation to the church, and they decided -- they  
12 gave you a blank check, it doesn't say Beloved  
13 Community Christian Church on it; you just sign  
14 it and then you give it to them; then you find  
15 out later that the donation was made?

16 WITNESS: I would say it would be more like -- they would  
17 not give me one check to sign, and I'm signing a  
18 blank check. It would be like I have bills, and  
19 Carolyn says that, you know, there are bills  
20 that she has to address. Then she'd have me  
21 sign three checks, and she'd give me three or  
22 four checks, depending on the bills that I had.

23 MR. SOLIS: Okay.

24 WITNESS: But as far as I knew, the checks were used on an  
25 as needed basis, okay, not more so, sign this

1 blank check, and I'm getting ready to write it  
2 out.

3 MR. SOLIS: Okay. I just want to know the extent that you -  
4 - that you're awareness of the checks being  
5 written to the Beloved Community Christian  
6 Church.

7 WITNESS: No. I was not aware until I would get the bank  
8 statement.

9 MR. SOLIS: Okay. But you recall a couple times that you  
10 were aware a donation was made, a few times?

11 WITNESS: Right. I mean, there may have been a couple  
12 times because I know that he would, you know,  
13 may buy -- well, they had a banquet, awards  
14 dinner. He may buy two or three tables and have  
15 guests, but -- and then at that time I knew that  
16 the checks were written for that.

17 MR. SOLIS: Did he ever say this -- this money is for, you  
18 know, paying bills the church had or --

19 WITNESS: No.

20 MR. SOLIS: Did he ever give you a reason why he decided to  
21 make a donation?

22 WITNESS: No.

23 MR. SOLIS: Did he ever talk to you about any family members  
24 of his that work for the church?

25 WITNESS: He didn't have a talk with them. I know that he



1 had family members that worked there.

2 MR. SOLIS: Okay. What family members do you know worked  
3 there?

4 WITNESS: Well, I think it's on and off everybody. I  
5 mean, his children worked there at one time. I  
6 think his sister, his brother.

7 MR. SOLIS: Okay.

8 WITNESS: That -- you know, but they were like with the  
9 organization, helping us out also. They were  
10 always there, but I know that they were members  
11 of the church. And then next time, you know,  
12 there's something at the church and something  
13 you go to, you don't see them. And they said,  
14 oh, well, the fell out. Well, that's family.

15 MR. SOLIS: Do you know if his family members were paid by  
16 the church?

17 WITNESS: No. I don't.

18 MR. SOLIS: Did he ever mention to you that his son worked  
19 for the church and was paid by the church?

20 WITNESS: The only thing that I'm aware of is that he had  
21 a son that became -- I mean, is now a preacher,  
22 a reverend. I think he is. He gives service.

23 MR. SOLIS: Okay.

24 WITNESS: That -- and that's all I know. I was never  
25 aware of anyone getting paid there at any time.

1 I do know at one time when the church first  
2 started, he wanted me to kind of help put  
3 everything together, and, you know, put his  
4 checkbook to set up on QuickBooks or whatever.

5 But I was totally unfamiliar with the structure  
6 of the church --

7 MR. SOLIS: Okay.

8 WITNESS: -- and I let him know. And I think he -- I told  
9 him, "You need to find somebody that's  
10 specializes in churches." But that was way back  
11 in the beginning.

12 MR. SOLIS: Okay. Do you know if the campaign committee,  
13 the Citizens for Rush committee has made any  
14 donations to Beloved Community Family Services?

15 WITNESS: Well, I just found that out today, I mean, this  
16 week because I was called from the church saying  
17 they couldn't find the cancelled check, and when  
18 I looked it up, I found that I had -- that the  
19 check was written in July 21, 2013.

20 MR. SOLIS: Okay.

21 WITNESS: That the check had been written to Family  
22 Services, and at this point I was, you know, in  
23 the process of working on the amendment.

24 MR. SOLIS: Okay.

25 WITNESS: I just punched the wrong name. I don't even

1 think -- I would have to look in the system. I  
2 don't even think I had them listed as a business  
3 in the -- on the FEC.

4 MR. SOLIS: So you don't recall signing a check to Beloved  
5 Community Family Services from Citizens for  
6 Rush?

7 WITNESS: No.

8 MR. SOLIS: Okay.

9 WITNESS: I don't recall.

10 MR. SOLIS: Okay. But you -- but you found out this week,  
11 in the course of this review, that a check was  
12 written?

13 WITNESS: Yes. But not by me.

14 MR. SOLIS: Okay. Do you know the amount of that check?

15 WITNESS: I think it was 2,100.

16 MR. SOLIS: What about Beloved Community Family Wellness  
17 Center?

18 WITNESS: I don't remember.

19 MR. SOLIS: Okay. Do you know what that is?

20 WITNESS: I know it has something to do with just sick  
21 people.

22 MR. SOLIS: Okay.

23 MR. PAYNE: Just so I'm clear on the check to the Family  
24 Services of 2,100, you said that you were unable  
25 to find the cancelled check?

1 WITNESS: No. I was contacted by I guess someone that  
2 works at the church, okay, to say I can't show  
3 where we deposited this check. Evidently they  
4 were given a list by someone --

5 MR. SOLIS: Okay.

6 WITNESS: -- you know, of things to pull. And I said,  
7 "Well, I got to look for it when I get home."  
8 And I looked at the bank statement. I saw that  
9 on the bank statement it was written to Beloved  
10 Family Services and not Beloved, you know, the  
11 church. So in that check, you know, I need to  
12 do a line changing the name.

13 MR. PAYNE: You need to do an amendment to the --

14 WITNESS: Amendment, yeah.

15 MR. PAYNE: -- FEC form?

16 WITNESS: Right.

17 MR. PAYNE: Okay.

18 MR. SOLIS: So it appears that Family Services cashed the  
19 check?

20 WITNESS: Yes. Because I'm looking at the bank statement,  
21 and it's a cancelled check.

22 MR. SOLIS: Who signed that check?

23 WITNESS: That would be Carolyn Rush, and that would be  
24 one that I had signed.

25 MR. SOLIS: Okay.

1 WITNESS: We were the only two signatures.

2 MR. PAYNE: And -- I'm sorry -- just so I'm clear, you both  
3 would have signed that check?

4 WITNESS: Yes.

5 MR. PAYNE: Alright.

6 MR. SOLIS: Prior to October 2013 when Carolyn became ill --

7 WITNESS: Mm-hmm.

8 MR. SOLIS: -- how much work was she doing on the campaign?

9 WITNESS: Well, I would she was -- she was always in  
10 charge, okay. They -- I mean, they were doing  
11 things I may not even be aware of. She was a  
12 major part of the strategy. I mean, there have  
13 been campaigns prior to him becoming Congressman  
14 where she has been the campaign manager for  
15 candidates that he's endorsed, and we've all  
16 been on the staff.

17 MR. SOLIS: Okay.

18 WITNESS: She's always been like in charge. I can  
19 remember as District Director that if we were  
20 planning a Town Hall meeting or whatever, she  
21 may be in on a conference call to put in her  
22 input on who we might invite and things like  
23 that. But she was more in charge of it and had  
24 more hands on what was going on than anyone.

25 MR. SOLIS: Okay. How many hours a week would you estimate

1 that she was working on the Citizens for Rush  
2 committee prior to October 2013?

3 WITNESS: I can't -- it's hard for me to determine that  
4 because it could be that was all she did.

5 MR. SOLIS: Okay.

6 WITNESS: I mean, the -- I would say the communications  
7 during the off season were between -- are  
8 decisions between here and the Congressman, and  
9 then she would carry them out and see that  
10 everything was done.

11 MR. SOLIS: Has she done any work for the campaign since she  
12 became ill in October 2013?

13 WITNESS: No, no. Because she's basically been in the  
14 hospital.

15 MR. SOLIS: Okay. I think that's pretty much it. I just  
16 want to make one thing just very clear, just so  
17 I have it and I understand it. The space at  
18 3361 King Drive, the last time you were there  
19 was you said about a month ago --

20 WITNESS: Yeah.

21 MR. SOLIS: -- to take pictures?

22 WITNESS: Mm-hmm.

23 MR. SOLIS: Prior to that you may have been there in 2012 to  
24 work on the election?

25 WITNESS: Well, when I say 2012, when I go in there is

1 either to pay people that may be walking and  
2 they're getting paid, or buy food for --

3 MR. SOLIS: Okay.

4 WITNESS: And, you know, I've never worked Election Day.  
5 So I'm out and about like I will be next week.

6 MR. SOLIS: And then --

7 WITNESS: But we haven't really had a major campaign, but  
8 we're out there -- we could -- I mean, he may  
9 decide, well, we're going to -- well, we have  
10 what we call yard signs here, and those are the  
11 signs that we stick on the streets; and we call  
12 that visibility.

13 MR. SOLIS: Right.

14 WITNESS: The visibility team goes out, and the visibility  
15 team, you know, may have posters for all  
16 candidates, you know, that have provided us with  
17 materials.

18 MR. SOLIS: Were you at that space at all in 2013?

19 WITNESS: If I was, it would only be because he told me to  
20 meet him there, and sometimes for me to meet him  
21 there; and he'd tell me to pay something.

22 MR. SOLIS: Okay.

23 WITNESS: It was -- you know, but for no extended period  
24 that I recall.

25 MR. SOLIS: I think that's all the questions we have, [REDACTED]

1 [REDACTED] So thank you very much for sticking it  
2 out with us and the very helpful information.

3 Thank you.

4 MR. THOMAS: Do you want any clarification on one thing? You  
5 might be interested in the -- I sent you some  
6 photographs that showed some signs perhaps moved  
7 slightly from the photographs that [REDACTED] had  
8 taken.

9 MR. SOLIS: I mean, quite frankly, I didn't even notice that  
10 --

11 MR. THOMAS: I was worried --

12 MR. SOLIS: -- difference in pictures.

13 MR. THOMAS: -- that you were -- you were concerned that  
14 there might have been some movement of stuff,  
15 and I did move some signs of other candidates up  
16 so that you could see that those signs that were  
17 in that sort of corner stashed in there were of  
18 all sorts of different candidates. So I am  
19 responsible for having moved some of the signs  
20 so that you could see --

21 MR. SOLIS: Okay. Okay.

22 MR. THOMAS: -- the other candidates. So that --

23 MR. SOLIS: Okay.

24 MR. THOMAS: -- so if you're interested in that distinction  
25 because your wonderful photographs reflect



1 things nicely, neater than when I was there.

2 And the Congressman also, when we were there, he

3 took me by to show me the space, and he also

4 took off the covering of a sign that was up on

5 the end, you know, where that -- all that --

6 WITNESS: Oh, right. That was --

7 MR. THOMAS: And it had an old -- I can't remember -- it said

8 something about Alderman.

9 WITNESS: Yeah. For Alderman and Second Ward

10 Committeeman.

11 MR. THOMAS: Because he wanted you to see --

12 WITNESS: It was like made on the wall.

13 MR. THOMAS: -- that.

14 WITNESS: Yeah.

15 MR. SOLIS: Yeah. Why was it covered up in the first place?

16 WITNESS: It was because he was no longer.

17 MR. THOMAS: Yeah.

18 WITNESS: He no longer held those positions. He did

19 become a Central State Committeeman. The

20 Central State Committeeman is a state position,

21 and it is for the same district as the

22 Congressional District. Ward Committeeman is

23 approximately we would have 50 to 53 wards --

24 MR. SOLIS: Okay.

25 WITNESS: -- I mean, precincts within ward, maybe about

1 50,000.

2 MR. SOLIS: Okay.

3 WITNESS: And that's what he served as Alderman and then  
4 Ward Committee. The Ward Committeeman in the  
5 capacity of Ward Committeeman, he would be  
6 responsible for -- we would -- be responsible  
7 for making sure that all polling places were  
8 open and closed --

9 MR. SOLIS: Okay.

10 WITNESS: -- manned, not only with volunteers. Mrs. Rush  
11 also worked on and had them man all of the  
12 Election Day judges.

13 MR. SOLIS: Okay. Okay. I would just say, you know, in the  
14 -- in the chance we want to come check that out,  
15 you know, try not to move too much or anything  
16 at all from here on out.

17 MR. THOMAS: Apologies, apologies.

18 MR. SOLIS: No, no, no. That's alright. That's alright. I  
19 didn't even catch that.

20 WITNESS: Well, I don't think -- I mean, I really don't  
21 think anything has been moved because I had  
22 asked the Congressman, before I knew anything  
23 was going on, if I could go up there and get the  
24 printer because my printer broke, you know, in  
25 running reports and so forth, and he said, "Go

1 get it." But I wasn't going in there by myself,  
2 and then next thing I know he says, "Don't touch  
3 nothing." So as far -- you know, we haven't  
4 touched anything.

5 MR. SOLIS: You mentioned you talked to him last night?

6 WITNESS: Yeah. I talked to him last night because I went  
7 to our PO box.

8 MR. SOLIS: Did he mention the fact that we would be  
9 speaking with you today? Did you guys talk  
10 about that?

11 WITNESS: Not really. I just asked him did I have to wear  
12 a suit since it's dress down Friday.

13 MR. SOLIS: Did he talk to you --

14 WITNESS: So now everybody at work thinks I'm going on a  
15 job interview.

16 MR. SOLIS: We don't mean to get you in any trouble.

17 WITNESS: Oh, no. I'm not in trouble.

18 MR. SOLIS: Did he talk to you at all about what he thought  
19 we might ask?

20 WITNESS: Huh-uh. No.

21 MR. SOLIS: Okay. Did he talk about the rental space at  
22 all?

23 WITNESS: Huh-uh. I mean, we've not -- no, not  
24 (inaudible) at all. Huh-uh.

25 MR. SOLIS: Have you talked to him since we began our review

1 about the rental space?

2 WITNESS: I don't know whether you guys -- whether it was  
3 your review or once the newspaper came out  
4 because I brought -- you know, there are a lot  
5 of things I helped him remember.

6 MR. SOLIS: Okay.

7 WITNESS: Okay. Like, you know, when we had a campaign we  
8 didn't even operate out of there. Like when he  
9 first ran for Congressman, our campaign office  
10 was not that location. That was the Ward  
11 Committeeman's location. In fact, the rent is  
12 still that on the report, but they tore the  
13 building down.

14 MR. SOLIS: Okay. Alright. Well, I was just going to ask  
15 if it still exists, but I guess not.

16 WITNESS: No. That -- that building doesn't, but, I mean,  
17 we're talking '91, '90 - '91.

18 MR. SOLIS: Okay.

19 MR. PAYNE: I do have one question. Is there an office at  
20 35th and --

21 MR. SOLIS: Rhodes?

22 MR. PAYNE: -- Rhodes? Is there a campaign office at 35th  
23 and Rhodes, like a block over from MLK?

24 WITNESS: 35th and Rhodes, that is -- that was the  
25 campaign office or no -- it was an office for

1 our State Representative Lou Jones at one time.  
2 I think right now is (inaudible) office for the  
3 -- there are two offices right there. They've  
4 always been held by elected officials' campaign  
5 but mainly as their official offices.

6 MR. PAYNE: Okay. So those offices are not affiliated with  
7 Congressman Rush?

8 WITNESS: No. They're not affiliated with him. The only  
9 affiliation that I can recall would be that we  
10 supported the candidate at one time. I don't  
11 even know if we support the ones that -- yeah.  
12 We support them because their posters in the  
13 window, the State Rep. Well, the State  
14 Representative is on one side, I think, and the  
15 Alderman is on the other side. But I think that  
16 -- that's the relationship they have with the  
17 owner.

18 MR. PAYNE: Okay. Well, thank you, [REDACTED].

19 WITNESS: Okay.

20 MR. SOLIS: Thank you very much.

21 WITNESS: Okay.

22 END OF INTERVIEW

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# **EXHIBIT 6**

## **TRANSCRIPT OF INTERVIEW OF CAMPAIGN VOLUNTEER**

INTERVIEW OF [REDACTED]

Present:

Paul Solis, Investigative Counsel

Kedric Payne, Deputy Chief Counsel

Scott Thomas

[REDACTED]

Transcribed By:

Julie Thompson

1 MR. SOLIS: Okay. This is Investigative Counsel, Paul  
2 Solis, with the Office of Congressional Ethics.

3 I'm joined by Deputy Chief Counsel, Kedric  
4 Payne, Scott Thomas, and [REDACTED].

5 [REDACTED] could you state your name for the --

6 [REDACTED] (the "Witness"): [REDACTED]

7 [REDACTED].

8 MR. SOLIS: Okay. And we'll just begin, [REDACTED], with  
9 some background info on your work with Citizens  
10 for Rush. So first off though, where are you  
11 currently employed?

12 WITNESS: You mean where? Chicago, in the Chicago office.

13 MR. SOLIS: Okay. Do you have any other employment besides  
14 Citizens for Rush?

15 WITNESS: Oh, no. I'm actually on staff --

16 MR. SOLIS: Okay.

17 WITNESS: -- part-time. I'm part-time.

18 MR. SOLIS: Okay. Are you employed anywhere else besides  
19 them?

20 WITNESS: No. I'm basically retired.

21 MR. SOLIS: Okay.

22 WITNESS: I'm a retired law enforcement officer.

23 MR. SOLIS: And you said you're part-time staff Citizens for  
24 Rush?

25 WITNESS: Right, right.

1 MR. SOLIS: How long have you been in that role with  
2 Citizens for Rush?

3 WITNESS: About 8 -- 8 years this time, a total of 9, but  
4 I've been a part of the organization over 20  
5 years.

6 MR. SOLIS: Okay.

7 WITNESS: But in that role about eight years.

8 MR. SOLIS: How long have you known Congressman Rush?

9 WITNESS: About 23 years.

10 MR. SOLIS: Do you have an official title with your part-  
11 time position with Citizens for Rush?

12 WITNESS: I'm the Law Enforcement Coordinator for the  
13 First Congressional District.

14 MR. SOLIS: Do you do any work with Friends of Bobby Rush?

15 WITNESS: No.

16 MR. SOLIS: Okay.

17 WITNESS: What do you mean Friends of Bobby Rush?

18 MR. SOLIS: It's a -- it's a separate committee that  
19 Representative Rush is affiliated with and that  
20 also does some campaign work, as far as we can  
21 tell. So I was just wondering if you're aware  
22 of that name?

23 WITNESS: Oh, yeah. Oh, yeah. I'm aware. I'm aware of  
24 Citizens for Rush.

25 MR. SOLIS: Okay.



1 WITNESS: Is that what you're referring to?

2 MR. SOLIS: I'm actually referring to another committee

3 called Friends of Bobby Rush?

4 WITNESS: Oh, yeah. I'm familiar with that.

5 MR. SOLIS: Okay. Do you do any work for Friends of Bobby

6 Rush?

7 WITNESS: No.

8 MR. SOLIS: Are you paid by Friends of -- excuse me --

9 Citizens for Rush?

10 WITNESS: No. This is all volunteer.

11 MR. SOLIS: All volunteer?

12 WITNESS: Yes.

13 MR. SOLIS: Have you ever been paid?

14 WITNESS: Many, many, many years ago, many. Maybe over

15 15, 16 years ago, you know, and that was only

16 for Election Day.

17 MR. SOLIS: Okay.

18 WITNESS: Election Day work.

19 MR. SOLIS: And what is your current sort of job

20 responsibilities and duties?

21 WITNESS: I'm -- as I said, I'm the Law Enforcement

22 Coordinator for the First Congressional

23 District. I deal with law enforcement matters.

24 I also -- I'm one of his part-time drivers. I

25 also reach out with community outreach, you

1 know. I work with different elected officials  
2 and their chiefs of police, you know. I kind of  
3 coordinate, you know, whatever needs to be  
4 coordinated between our office and various  
5 cities and counties in our district, anything  
6 that pertains to law enforcement.

7 MR. SOLIS: Do you do any work for Congressman Rush's  
8 official office, his House of Representative's  
9 office?

10 WITNESS: Do I do any work there? I told you. I am a  
11 part-time employee. I say, I drive with him. I  
12 drive him sometimes, and -- and other times I  
13 accompany him.

14 MR. SOLIS: Okay. Thanks for that. I'm just trying to make  
15 a distinction between working for his official  
16 office and then working for his campaign  
17 committee.

18 WITNESS: Okay. Let me -- let me -- let me be clear.  
19 When I work for his campaign committee, that's  
20 only related to -- once every two years, and  
21 that's with petitions. That is the extent of --

22 MR. SOLIS: Okay.

23 WITNESS: -- of what I do.

24 MR. SOLIS: Okay.

25 WITNESS: Okay. That's it. That's the extent, and -- and

1 there is no pay with that. That is volunteer.

2 MR. SOLIS: Okay. Then let me just focus on that and just  
3 some questions about that.

4 WITNESS: Mm-hmm.

5 MR. SOLIS: Do you have a title in your role of the  
6 volunteering for the campaign committee?

7 WITNESS: I'm one of the coordinators who circulate -- who  
8 takes petitions to elected officials to have  
9 them to get signatures for the Congressman, and  
10 in turn, they'll call me or call another  
11 coordinator and have -- have one of us to come  
12 back and pick them up.

13 MR. SOLIS: Okay.

14 WITNESS: Okay. And that's -- that's the extent of it.  
15 That's the extent of my work with -- with him --

16 MR. SOLIS: Okay.

17 WITNESS: -- with that.

18 MR. SOLIS: And, again, with Citizens for Rush when you're  
19 doing that circulating of petitions, who do you  
20 report to on the campaign committee staff?

21 WITNESS: I don't really report -- well, I can say I  
22 report to -- when I'm through, I report to  
23 Sheila, Sheila Jackson with the petition because  
24 she -- you know, for the ones -- we use --  
25 sometimes we use some volunteers who are -- who

1 are paid very minimum amounts of money to go  
2 out, and I sometimes have to go by her house and  
3 pick up funds to pay these -- pay these  
4 circulators.

5 MR. SOLIS: Okay.

6 WITNESS: And a few people we use that -- the majority of  
7 our people comes from elected officials coming  
8 from (inaudible), coming from the city mayor,  
9 you know, throughout the -- throughout the first  
10 congressional district.

11 MR. SOLIS: Okay. Who is the management of the Citizens for  
12 Rush campaign committee? Who kind of runs the  
13 show?

14 WITNESS: I'm -- I'm not -- you know, I'm fully not --  
15 fully not sure --

16 MR. SOLIS: Okay.

17 WITNESS: -- you know, who -- who runs the show.

18 MR. SOLIS: Okay. Could it be Sheila? Does Sheila have a  
19 management role?

20 WITNESS: She is the -- she is the treasurer, okay. So I  
21 don't -- I don't know who fully runs that role.

22 MR. SOLIS: Okay. And you mentioned -- so, again, the  
23 campaign committee -- when you work there, you  
24 said once every two years or so when it's  
25 election time.

1 WITNESS: Right.

2 MR. THOMAS: Since.

3 WITNESS: Right. Since -- since -- that was the incident,  
4 209, 208, 209 (sic), every two years.

5 MR. SOLIS: Okay. Okay. And when you do that, how much are  
6 you working?

7 WITNESS: How much I'm working where?

8 MR. SOLIS: When you're working for the campaign committee  
9 once every two years, Citizens for Rush, are you  
10 working seven days a week? You working three  
11 days a week?

12 WITNESS: No, no. Let me -- let me be clear again because  
13 perhaps you're not understanding what I'm  
14 saying. I pick up the petitions. Okay. I then  
15 take these petitions out to Mayors Robins,  
16 Orland Park, Orland Hills, Marcum. They, in  
17 turn, they do the work, and then when they're  
18 through with the work, they'll call me; or  
19 they'll call someone else, come by and pick up  
20 these petitions.

21 MR. SOLIS: Okay.

22 WITNESS: Okay. So -- so it may be -- you know, this is -  
23 - this is not a long process. It may take -- it  
24 may take a week, a week and a half off and on in  
25 order to catch these people, but it's -- you

1 know, it's not -- I mean, you may work four --  
2 four or five hours a day.

3 MR. SOLIS: Okay. Okay. So, you know, it's safe to say  
4 every -- once every two years, when it's  
5 election season, you're basically working maybe  
6 a week, and it's a few hours just to pick up the  
7 petitions?

8 WITNESS: Take them out and go back and pick them up.

9 MR. SOLIS: Okay. And when you do that and you pick up the  
10 petitions, where are you taking them back to?

11 WITNESS: Take them back to my house.

12 MR. SOLIS: Take them to your house. Does the campaign  
13 committee have an office? Do they have a space  
14 that they use?

15 WITNESS: No, no. They haven't -- let me be clear on  
16 something. Since 20 -- 208 (sic), they have no  
17 had really, you know, any competition. The  
18 Congressman has not had any competition. For  
19 the last three elections he's had no opponents.  
20 So there has been no reason for him to have a  
21 campaign office. We do a lot of our work out of  
22 the Alderman office. Like in 2011, we did -- we  
23 did work out of there. We did work out of the  
24 office there, out of their office rather. Okay.  
25 So he has not -- you know, he's not

1 had no reason for a campaign office since Barack  
2 Obama, 2000. He has -- he has no reason for a  
3 campaign office. I'm saying this is just really  
4 something very basic, you know. Every two years  
5 we get petitions, and this is the only work we  
6 have. And this is in order to get him on the --  
7 you know, get him on -- you know, on the ballot.

8 MR. SOLIS: Okay.

9 WITNESS: And that's it. Everything else is pretty much a  
10 piece of cake.

11 MR. SOLIS: Okay. I see you're looking at some notes there.

12 Did you write those notes?

13 WITNESS: Yes, I did.

14 MR. SOLIS: Okay. When did you write those notes?

15 WITNESS: About three days ago.

16 MR. SOLIS: Okay.

17 WITNESS: It's not notes. It's just years, and I'm  
18 recalling what I did in those -- in those years,  
19 who I worked with.

20 MR. SOLIS: Right.

21 WITNESS: You know, Alderman Cochran, Alderman Lyle, okay,  
22 (inaudible), Alderman Harris. You know, I went  
23 there on Saturdays to help notarize and pick up  
24 our petitions.

25 MR. SOLIS: Okay. Was anybody with you when you jotted that

1 stuff down?

2 WITNESS: Oh, no. No.

3 MR. SOLIS: Okay.

4 WITNESS: I did this at home.

5 MR. SOLIS: Okay.

6 WITNESS: I did this at home.

7 MR. SOLIS: So Sheila, to the extent that you know what she  
8 does with the campaign committee, is she  
9 operating out of an office? Where does she do  
10 her campaign work from?

11 WITNESS: As I said, she does -- we don't have a campaign  
12 office. So she has to be doing it from her  
13 house. Okay. Whatever -- you know, whatever  
14 she's doing, she's doing from her house. We  
15 don't have a campaign office.

16 And if -- and if you're referring to  
17 the one at 35th -- 35th and King Drive, that  
18 place has been unoccupied for at least -- at  
19 least six -- five or six years, okay. The  
20 lights -- the lights are out all the time. The  
21 burglar alarm is not working, okay. When --  
22 when that office is used, it's other candidates  
23 that come -- they'll come -- they'll ask to come  
24 there and put their -- put their posters in the  
25 windows because of him. He, as a State Central



1 Committeeman, that's part of his responsibility,  
2 okay. Other than that, that office is just a  
3 storage -- a storage area for, you know, a lot  
4 of his old Aldermanic records there.

5 MR. SOLIS: Have you ever been to that space?

6 WITNESS: Oh, yes. I've been there.

7 MR. SOLIS: When is the last time you were at that space?

8 WITNESS: Rent? I'm sorry. You said rent?

9 MR. SOLIS: When is the last time you were physically  
10 present at that -- at that --

11 WITNESS: Maybe about four months ago just to use the  
12 washroom --

13 MR. SOLIS: Okay.

14 WITNESS: -- and come back out. There are no lights, no  
15 gas, okay. So periodically I will drive by and  
16 make sure nobody has broken -- broken into the  
17 place because the area is a desolate area there,  
18 you know. There -- there are no stores or --  
19 you know, no stores there anymore. So it's, you  
20 know, a really desolate area.

21 MR. SOLIS: So other -- and other candidates and committees  
22 are using that space?

23 WITNESS: No. They only have their posters. They'll come  
24 back, and they'll ask to put their posters in  
25 the window. That's it. And Bobby's job as a

1 State Central Committeeman, he's obligated to do  
2 that. That's it.

3 MR. SOLIS: Do you know who owns that space, that one on  
4 King Drive?

5 WITNESS: It's -- it's a real estate company, you know,  
6 and their office is -- is right there, you know,  
7 about three -- three stores down.

8 MR. SOLIS: Okay.

9 WITNESS: Actually, there are no more stores there, and  
10 their office is also basically moved out; and  
11 it's just an abandoned area. So that does give  
12 a little light, you know, by some posters being  
13 in the window. That does give a light to the  
14 area there, you know.

15 MR. SOLIS: Do you know the name of that real estate  
16 company?

17 WITNESS: Could it be -- I'm not positive, but it could be  
18 Draper and Kramer.

19 MR. SOLIS: Do you know if there's a lease for that  
20 property?

21 WITNESS: No. I have no idea about that. I have no idea  
22 about that. And I always thought it was a gift,  
23 you know. I don't know. I don't know. I don't  
24 have any knowledge of any lease of the, you  
25 know, or the running of the that.

1 MR. SOLIS: When you say you always thought it was a gift,  
2 what do you mean by that?

3 WITNESS: When you say a lease, I just thought that they  
4 extended it. They extended -- you know,  
5 extended it -- they extended it to him when he  
6 was -- when he was Alderman, okay. They  
7 extended it to him, but he -- at that time, I  
8 know that the City of Chicago gave -- paid for  
9 the office at that time.

10 MR. SOLIS: Okay.

11 WITNESS: And after that I don't know.

12 MR. PAYNE: You mentioned that you were there four months  
13 ago. So you have access to the property?

14 WITNESS: Yeah. If -- if need be, yes.

15 MR. PAYNE: So you have a key to the property?

16 WITNESS: Yeah. I have a key --

17 MR. PAYNE: Okay.

18 WITNESS: -- along with several others. Right.

19 MR. PAYNE: Who else has a key to the --

20 WITNESS: I'm not certain. I think -- I think that Sheila  
21 might have a key also.

22 MR. PAYNE: Okay.

23 WITNESS: And the Congressman.

24 MR. PAYNE: Does that space have typical office equipment,  
25 copiers, desks, chairs, things like that?

1 WITNESS: They have -- they have desks there, but none of  
2 the equipment is working, you know. All the  
3 equipment has been -- really a lot of it is  
4 antiquated, and it's just not -- just not  
5 working to my knowledge.

6 MR. PAYNE: Well, one thing I just want to go back to. You  
7 mentioned that it was your understanding that  
8 they may have extended the lease a few years ago  
9 to the congressman.

10 WITNESS: No. I didn't -- I didn't say -- I didn't say  
11 they extended the lease. I said that they gave  
12 them a lease when he was an Alderman.

13 MR. PAYNE: Okay.

14 WITNESS: Okay. And the City of Chicago pays for all  
15 Aldermanic offices. They pay. Now after that,  
16 I don't know what happened after that, and it  
17 really wasn't my concern about --

18 MR. PAYNE: Okay.

19 WITNESS: -- about what happened.

20 MR. PAYNE: Alright. And I'm just trying to make sure I  
21 know what you mean when you say "they." So when  
22 you say "they" --

23 WITNESS: I said the City of Chicago.

24 MR. PAYNE: Okay. They is the City of Chicago?

25 WITNESS: Right, City of Chicago. Every Alderman, every

1 office, they get -- they get certain amounts of  
2 money for rental of that -- that office space.

3 That's a given. It's part of the budget.

4 That's a given. Now anything other than that, I  
5 don't know.

6 MR. PAYNE: Okay.

7 WITNESS: I mean, like I say, I really have no concern  
8 because it's really none of my -- really none of  
9 my business.

10 MR. SOLIS: Who would you say spends the most time there at  
11 that space?

12 WITNESS: What you mean, now?

13 MR. SOLIS: You know, now or in the past few years.

14 WITNESS: Nobody. I'm telling you. It's -- it's been  
15 almost totally unoccupied, totally, and I don't  
16 know any -- you know, anyone. I said that I  
17 think several times I went by, and I said that  
18 several times I went by and I saw a posters of  
19 current candidates in the window.

20 But, no, nobody's -- nobody's -- you  
21 know, it's abandoned; that's since abandoned.  
22 Nobody has been there. Nobody goes there. It's  
23 abandoned other than to look and make sure that  
24 -- you know, look through the windows to make  
25 sure nobody has, you know, broken into the

1 place. Nobody uses it.

2 There's no purpose to use it. There's  
3 no purpose, you know. He doesn't have a  
4 campaign. So he doesn't -- he doesn't need that  
5 -- he doesn't need an office. Okay. That's  
6 just something that's just there, and it has  
7 been there.

8 MR. SOLIS: You know, we've -- we haven't had a chance to  
9 talk to Congressman Rush personally face-to-  
10 face, but he's, you know, submitted some letters  
11 to us, documents with Mr. Thomas' assistance.

12 WITNESS: Mm-hmm.

13 MR. SOLIS: And, you know, he said that, that space is used  
14 minimally but on a -- on a thing like get out  
15 the vote on Election Day, things like that.

16 WITNESS: Yeah.

17 MR. SOLIS: Do you recall ever Election Day where --

18 WITNESS: Oh, yeah. I recall Election Days. Oh, yeah.

19 MR. SOLIS: Okay.

20 WITNESS: Yeah. Many years ago, many years ago. And in  
21 the last -- the last -- my last recollection,  
22 that probably was about right when he was a  
23 State Central -- no. He was the -- he was Ward  
24 Committeeman. He dropped out. So it had to be  
25 probably about 207, 208 (sic), you know, to my

1 knowledge.

2 MR. SOLIS: Do you ever recall being that King Drive space  
3 on Election Day to get out the vote, anything  
4 like that?

5 WITNESS: Oh, yes, yes. Back in -- from 1990 to -- to  
6 about 2000, you know, early 2000. Oh, yeah. I  
7 was there. I was a part of his organization.

8 MR. SOLIS: Okay.

9 WITNESS: Right.

10 MR. SOLIS: But 2012, 2010?

11 WITNESS: 2009, 2011, 2013, nothing.

12 MR. SOLIS: Okay.

13 WITNESS: yeah. Everything -- the only campaign that we  
14 had was petitions, and that wasn't really a  
15 campaign. That was just a formality of picking  
16 up the petitions, taking them out to the elected  
17 officials and a few other people that would help  
18 us. They would circulate them for us. They  
19 would call -- you know, the committeemen's would  
20 call, okay, the petitions are ready. Come by  
21 and pick them up.

22 MR. SOLIS: Okay. So, you know, I don't want to put words  
23 in your mouth, but if you can tell me if I'm  
24 mistaken.

25 WITNESS: Mm-hmm.

1 MR. SOLIS: So from 2008 or so, maybe a little bit further  
2 back to now, when you go pick up those  
3 petitions, you always take them home; you never  
4 stop by the King Drive space?

5 WITNESS: No, no, no, no. I don't -- no. I'm -- no, no.  
6 Sometimes I'll take them -- I'll take them --  
7 you know, always the ones that I get I take them  
8 home because I'm also a notary.

9 MR. SOLIS: Okay.

10 WITNESS: So I notarize them, and I go out to the other,  
11 other elected officials; and theirs aren't  
12 notarized, you know. Then they'll bring their  
13 people in, and they'll notarize them in front of  
14 me. And then I'll bring -- I'll bring those  
15 back, and then I'll stash those in my house.  
16 And I still have all copies -- all copies of  
17 these petitions are stored in my house, okay.

18 MR. SOLIS: Do you know of the Beloved Community Christian  
19 Church?

20 WITNESS: Oh, yeah, yeah. Yes.

21 MR. SOLIS: Okay. Are you a member of the church? Do you  
22 attend?

23 WITNESS: I attend. I'm really not a member of -- really  
24 not a member, you know.

25 MR. SOLIS: You know, that Congressman Rush is the pastor



1     there?

2     WITNESS: Oh, yeah.

3     MR. SOLIS: Okay.

4     WITNESS: Mm-hmm.

5     MR. SOLIS: Do you know any of his family members that might

6     work there?

7     WITNESS: I believe he has -- maybe has a niece that works

8     there to my knowledge, and that's -- that's it.

9     MR. SOLIS: And who is that?

10    WITNESS: I think that's Angelique.

11    MR. SOLIS: Okay. Do you know if she's paid by the church?

12    WITNESS: I don't know anything about the functioning of

13    that church, you know. You know, and I have a

14    business myself, okay, and I'm -- you know, I'm,

15    you know, enthralled in my business, my security

16    business with my son. So I'm not -- that's out

17    of my pay grade, and I don't know anything about

18    --

19    MR. SOLIS: Okay.

20    WITNESS: -- how they function.

21    MR. SOLIS: Okay. Do you know if Citizens for Rush, the

22    campaign committee, do you know if they've ever

23    made donations to the church?

24    WITNESS: No more than what I read in the papers.

25    MR. SOLIS: Okay.

1 WITNESS: Okay. That's it.

2 MR. SOLIS: So outside the papers --

3 WITNESS: No.

4 MR. SOLIS: -- discussions with Congressman Rush, nothing  
5 like that?

6 WITNESS: Trust me. I have -- you know, I have my own  
7 thing to try to -- you know, to try to keep  
8 afloat, you know, my own little security  
9 business to try to keep afloat, and I can't do  
10 that, you know, and -- and be concerned about  
11 somebody else's.

12 MR. SOLIS: I want to go back a little bit on the workings  
13 of the campaign committee and your knowledge of  
14 who works there. Mrs. Rush, she work for the  
15 Citizens for Rush campaign committee; do you  
16 know?

17 WITNESS: Yes, yeah. She -- she did some work. She did  
18 some work in previous years. She did some work.

19 MR. SOLIS: What work did she do?

20 WITNESS: I don't know. I don't know what work she did,  
21 you know. You'd have to ask Ms. Rush. No. I  
22 don't know what work she did. I do know that  
23 she -- that she did work for the campaign.

24 MR. SOLIS: How did you come to know that?

25 WITNESS: Because I saw her. I saw her.

1 MR. SOLIS: Okay. Okay. So if you -- if you've seen her  
2 work --

3 WITNESS: At the office.

4 MR. SOLIS: -- so what kind of work is she doing when you've  
5 seen her?

6 WITNESS: Going -- going over papers, (inaudible) papers  
7 and, you know, things of that -- things of that  
8 nature.

9 MR. SOLIS: And where did you see her do this?

10 WITNESS: At the 35th Street office many, many, many years  
11 ago as I told you.

12 MR. THOMAS: You're not going to explain what the 35th Street  
13 office is?

14 WITNESS: Oh, that's the -- that's the -- that's the  
15 campaign office.

16 MR. SOLIS: So 35th and Martin Luther King Drive?

17 WITNESS: Mm-hmm.

18 MR. SOLIS: Okay.

19 WITNESS: You're right.

20 MR. THOMAS: Just to be clear, you referred to it as the  
21 campaign office.

22 WITNESS: Okay. Okay.

23 MR. PAYNE: And that's what -- that's what it's referred to,  
24 as the campaign office?

25 WITNESS: That was what?

1 MR. PAYNE: It is referred to as the campaign office?

2 WITNESS: Yes. Mm-hmm. It's referred to as the second

3 ward campaign office --

4 MR. PAYNE: Okay.

5 WITNESS: As to -- as to reference to the second ward

6 campaign office.

7 MR. SOLIS: Do you know when the last time Mrs. Rush worked

8 on the campaign? You mentioned it was many,

9 many, many years ago. So do you know the last

10 time she would have worked?

11 WITNESS: No. I said that I saw her --

12 MR. SOLIS: Okay.

13 WITNESS: -- meaning -- I didn't say, you know -- I said I

14 saw her working on it.

15 MR. SOLIS: Okay.

16 WITNESS: I have no idea, you know. I'm, you know, doing

17 my own -- doing my own thing. So, you know, I

18 can't speak for Mrs. Rush.

19 MR. SOLIS: Okay.

20 WITNESS: But I know that she has worked on it because she

21 and I worked on -- we worked very closely

22 together when the president challenged the

23 Congressman. We worked very closely together

24 with that -- with that, and that was probably

25 the last time that I -- that I have worked with

1 her, you know.

2 MR. SOLIS: So that was like -- that was 2000?

3 WITNESS: 2000, yes.

4 MR. SOLIS: Okay. And, again, your -- your -- the extent of  
5 your knowledge of Mrs. Rush working now at the  
6 campaign, did she work in 2011, 2013?

7 WITNESS: I'm -- I'm not certain, but her -- you know, I'm  
8 not certain about the intricacies of the  
9 campaign, you know. I'm not certain.

10 MR. PAYNE: Have you seen her, similar to the way that you  
11 saw her years ago, doing -- actually in the  
12 campaign office?

13 WITNESS: Well, actually, I don't -- I don't -- I haven't,  
14 you know, really been by the campaign. The  
15 campaign office has not been -- not been open.  
16 So, consequently, I don't -- I don't know think  
17 -- you know, no light and no gas. I don't think  
18 that nobody would be working in there, you know.  
19 So, no, I haven't. No, I haven't.

20 But I imagine that -- well, I can't  
21 imagine, but I would imagine that she works -- a  
22 lot of us work out of our -- out of our houses,  
23 you know, since we don't have an office, you  
24 know.

25 MR. SOLIS: Do you have any other questions for [REDACTED]

1 [REDACTED]?

2 MR. PAYNE: Yes. I just wanted to make sure I'm clear --

3 WITNESS: Mm-hmm.

4 MR. PAYNE: -- with what you described earlier about your  
5 role as the Law Enforcement Coordinator.

6 WITNESS: Yeah. Law Enforcement Coordinator. That's a --  
7 that's something that comes from Capitol --  
8 Capitol Police. Each district has a Law  
9 Enforcement Coordinator that helps out the  
10 Congressman when he's going out to events,  
11 especially after Gabby -- Representative Gabby  
12 got shot, you know.

13 MR. PAYNE: Okay.

14 WITNESS: They took a lot of precautions after that, and  
15 they initiated the Law Enforcement Coordinator.  
16 So if there's any issues in the -- from  
17 constituents or whatever concerning law  
18 enforcement, then I try to, you know, get that -  
19 - get that -- get that resolved in addition with  
20 my working with the Congressman.

21 MR. PAYNE: Okay. So when you work in -- I'm sorry.

22 WITNESS: Go ahead.

23 MR. PAYNE: I didn't mean to cut you off.

24 WITNESS: No. I'm just --

25 MR. PAYNE: When you work in that capacity, you're working

1 for the Office, the Congressional Office?

2 WITNESS: Yes.

3 MR. PAYNE: Okay. And you volunteer for the Office, or  
4 you're --

5 WITNESS: Oh, no. I'm paid.

6 MR. PAYNE: Paid part-time?

7 WITNESS: Very minimum paid, minimum, minimum paid, below  
8 minimum wage.

9 MR. PAYNE: Okay.

10 WITNESS: Okay. Below minimum wage.

11 MR. THOMAS: You're not happy about that?

12 WITNESS: Just roll with the punches, you know. This is a  
13 friend. I mean, this is someone that -- you  
14 know, that I know, and I admire him from the  
15 days of the Black Panthers. And I've been with  
16 him. That's why I joined him back in 1990, you  
17 know, and he's always -- you know, and I  
18 respect, you know, what he -- what he has done.  
19 So, no, no. A lot of stuff -- you know, a lot  
20 of stuff we'll just -- you know, I'll do for him  
21 just because he's a friend, even though I get a  
22 paltry check.

23 MR. PAYNE: Okay.

24 MR. SOLIS: I think that's all we have for you, [REDACTED]

25 [REDACTED].

1 WITNESS: Okay.

2 MR. SOLIS: So thank you very much.

3 WITNESS: We were just starting to have fun.

4 MR. SOLIS: Well, if you want to sit around and answer  
5 questions the rest of the day.

6 WITNESS: No, no, no. Not with you guys from D.C. Oh,  
7 no, no.

8 MR. SOLIS: Well, thank you very much for your time.

9 WITNESS: Alright.

10 END OF INTERVIEW

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# **EXHIBIT 7**

## **TRANSCRIPT OF INTERVIEW OF REPRESENTATIVE RUSH'S BROTHER**

INTERVIEW OF [REDACTED]

Present:

Paul Solis, Investigative Counsel

Kedric Payne, Deputy Chief Counsel

[REDACTED]

Alan Zenoff

Transcribed By:

Julie Thompson

1 MR. SOLIS: Alright. We are here with [REDACTED]. [REDACTED],  
2 could you please state your name?  
3 [REDACTED] (the "Witness"): [REDACTED].  
4 MR. SOLIS: And we're just going to be asking you some --  
5 some questions about your role with the church  
6 and some background info.  
7 WITNESS: Okay.  
8 MR. SOLIS: What is your position or title with the Beloved  
9 Community Christian Church?  
10 WITNESS: I have no title. I'm just a member of the  
11 church.  
12 MR. SOLIS: Okay. And what is your relationship with  
13 Congressman Rush?  
14 WITNESS: He's my older brother.  
15 MR. SOLIS: Where are you employed?  
16 WITNESS: Presently I'm unemployed.  
17 MR. SOLIS: Have you ever had any title or position with the  
18 church?  
19 WITNESS: Other than I was once the Choir Delegate. No.  
20 I take it -- the Choir President.  
21 MR. SOLIS: Okay.  
22 WITNESS: Yes.  
23 MR. SOLIS: I think we earlier spoke with the current Choir  
24 President. Is that --  
25 WITNESS: Right. Well, we change every year.



1 MR. SOLIS: Is that Patricia right now?

2 WITNESS: Yes.

3 MR. SOLIS: Okay. What about in the church's formation;  
4 were you ever listed on any legal documents as  
5 having any type of legal role at the church?

6 WITNESS: I think I was. When we first created the  
7 church, we all -- you know, I think I had -- my  
8 name was on something.

9 MR. SOLIS: Okay. I actually some documents here that were  
10 provided to me by Mr. Zenoff, and this  
11 potentially could help you refresh your memory  
12 on it, just so we get an understanding of how  
13 you were listed.

14 WITNESS: Okay.

15 MR. SOLIS: This is -- this is a document. This goes back  
16 to 2002.

17 WITNESS: Okay.

18 MR. SOLIS: And that is the Articles of Incorporation --

19 WITNESS: Mm-hmm.

20 MR. SOLIS: -- for the church.

21 WITNESS: Mm-hmm.

22 MR. SOLIS: Actually, here's the additional page, and you'll  
23 see your name there listed as an incorporator.

24 WITNESS: Okay.

25 MR. SOLIS: Do you recall signing that document or listing

1 yourself an incorporator?

2 WITNESS: Yes, I do.

3 MR. SOLIS: Okay.

4 WITNESS: Correct. (Inaudible)

5 MR. SOLIS: Are you currently listed as an incorporator of

6 the church? Are you an agent of the church in

7 any way on any legal forms?

8 WITNESS: No.

9 MR. SOLIS: Okay.

10 WITNESS: No. Not at all.

11 MR. SOLIS: Okay.

12 WITNESS: Just a member.

13 MR. SOLIS: Okay. Did somebody else take your role as a

14 registered agent for the church?

15 WITNESS: Probably so. Yes.

16 MR. SOLIS: Okay. Do you know when that -- when that

17 happened?

18 WITNESS: No. I don't know.

19 MR. SOLIS: Okay.

20 WITNESS: You know, I stopped coming to the church for a

21 while, and roles had to change because I wasn't

22 an active member of the church for a couple

23 years. So --

24 MR. SOLIS: Okay.

25 WITNESS: Now I'm back.

1 MR. SOLIS: Okay. And right now you're just simply a  
2 member, no official titles?  
3 WITNESS: No official titles.  
4 MR. SOLIS: Are you compensated by the church in any way?  
5 Are you paid by the church in any way?  
6 WITNESS: No. Not at all. Not at all.  
7 MR. SOLIS: Have you ever been paid by the church?  
8 WITNESS: No.  
9 MR. SOLIS: Okay. Do you know who Angelique Chatman is?  
10 WITNESS: Yes.  
11 MR. SOLIS: Are you related to her in any way?  
12 WITNESS: She is one of my brother's -- one of my nieces.  
13 MR. SOLIS: Okay.  
14 WITNESS: Yeah. She's my niece.  
15 MR. SOLIS: Do you know about her role with the church?  
16 WITNESS: She's like the church secretary or something.  
17 MR. SOLIS: Do you know if she's paid by the church?  
18 WITNESS: I don't know. I don't know her financial  
19 arrangements with the church.  
20 MR. SOLIS: Jeffrey Rush.  
21 WITNESS: Yes.  
22 MR. SOLIS: Who is he?  
23 WITNESS: He is my nephew.  
24 MR. SOLIS: Okay. Do you know about his role with the  
25 church?

1 WITNESS: He is kind of like the maintenance man for the  
2 church, make sure everything is ready for Sunday  
3 services and keeps the church kind of -- just  
4 keeps everything going, you know, just to make  
5 sure everything is clean and proper, looks  
6 presentable. The church looks presentable.

7 MR. SOLIS: Do you know if he's paid by the church?

8 WITNESS: I don't know. I'm assuming that he is. I would  
9 think so.

10 MR. SOLIS: Your older brother, Congressman Rush --

11 WITNESS: Yes.

12 MR. SOLIS: -- what's his role with the church?

13 WITNESS: He's the pastor of the church.

14 MR. SOLIS: Okay. Do you know if he has any other titles or  
15 duties with the church besides pastor?

16 WITNESS: No. I think that's pretty much it, pastor of  
17 the church.

18 MR. SOLIS: Okay. Do you know if he's paid by the church?

19 WITNESS: I know he's not paid by the church.

20 MR. SOLIS: And how do you know that?

21 WITNESS: Well, because he indicates that, and there's  
22 been no discussion of him being paid by the  
23 church.

24 MR. SOLIS: There has been a discussion?

25 WITNESS: There has been no discussion of him being paid

1 by the church?

2 MR. SOLIS: Okay. And what does he tell you, or talk about,  
3 or indicate to you that he's not paid by the  
4 church?

5 WITNESS: Well, there's no -- I mean, that's -- you know,  
6 Sunday morning services, you know, he may  
7 indicate that he's not paid by the church. And  
8 any -- any indication, you know, in a  
9 conversation he may tell you he's not getting  
10 paid, you know. That's not why he -- why we  
11 have the church is for him to get paid. He  
12 knows that. The church doesn't have any money  
13 to pay any --

14 MR. SOLIS: Right.

15 WITNESS: -- pay him.

16 MR. SOLIS: Does he ever talk with you about bills the  
17 church might have to pay or debts that the  
18 church has?

19 WITNESS: Well, yeah. I mean, you know, he may say in a  
20 morning service that, you know, light bill is  
21 due, you know. When he collect the offerings  
22 for the church, he may indicate that the light  
23 bill is due or the heating bill is due. We'll  
24 collect offerings for the church to see if we  
25 can pay some of those bills.

1 MR. SOLIS: Okay. Does he ever mention to you specifically  
2 as opposed to the congregation? Does he ever  
3 say to you individually I have -- you know,  
4 these -- these debts are owed by the church;  
5 these utility bills got to get paid, something  
6 like that?

7 WITNESS: I'm sure we've probably, in the course of  
8 conversation, probably discussed bills in the  
9 church, you know, bills that the church -- due  
10 for the church, heating bills, things like that.  
11 Yeah. I'm sure we've -- over the years, we've  
12 probably discussed that before.

13 MR. SOLIS: Do you recall if he's ever discussed how he  
14 would go about paying those bills?

15 WITNESS: No. Other than paying them through the  
16 offerings that we get on Sunday. That's about  
17 the only thing I --

18 MR. SOLIS: Do you know how the church has revenue coming in  
19 besides the offerings on Sunday service?

20 WITNESS: No.

21 MR. SOLIS: Okay. Do you know what the Beloved Community  
22 Family Services Organization is?

23 WITNESS: I've heard of it, but I don't know what it is  
24 other than it's -- it does community things in  
25 the Englewood area, you know. It helps kids in

1 the Englewood area, which is something my  
2 brother, you know, has always tried to do --

3 MR. SOLIS: Okay.

4 WITNESS: -- is to help the community.

5 MR. SOLIS: Do you know who might work for the Family  
6 Services Organization?

7 WITNESS: No. I don't know who -- who is -- who is over  
8 that.

9 MR. SOLIS: Okay. Carolyn Rush, Representative Rush's wife  
10 --

11 WITNESS: Okay.

12 MR. SOLIS: -- do you know if she has any role at the Family  
13 Services Organization?

14 WITNESS: I really don't know. I couldn't say. I just  
15 don't know.

16 MR. SOLIS: Okay.

17 WITNESS: I have no -- no relationship with that -- that  
18 organization. So --

19 MR. SOLIS: Okay. Beloved Community Family Wellness Center,  
20 do you know what that is?

21 WITNESS: I've heard of it. It helps provide medical care  
22 for the community I guess, for Englewood.

23 MR. SOLIS: Do you --

24 WITNESS: (Inaudible)

25 MR. SOLIS: Do you know who works there?

1 WITNESS: Not a clue.

2 MR. SOLIS: Okay. Kacy Rush?

3 WITNESS: My niece?

4 MR. SOLIS: Yes. Do you know about any role she has with

5 the Family Wellness Center?

6 WITNESS: No. I really don't.

7 MR. SOLIS: Okay. Do you know if any other family member or

8 Representative Rush works for either one of

9 those two organizations?

10 WITNESS: No, I don't.

11 MR. SOLIS: Okay.

12 WITNESS: I know very little about those organizations.

13 MR. SOLIS: Okay.

14 WITNESS: I know that they do good things for the

15 community, and that's about it. As far as the

16 running of them, I have no idea other than that.

17 MR. SOLIS: Does your brother -- oh, I'm sorry. I didn't

18 mean to cut you off there.

19 WITNESS: Oh, no. Go ahead.

20 MR. SOLIS: Does your brother ever talk about his role with

21 either one of those two organizations?

22 WITNESS: No.

23 MR. SOLIS: Okay. Do you know of his role?

24 WITNESS: No. I really don't.

25 MR. SOLIS: Okay. Citizens for Rush, you know what this is?



1 WITNESS: Yeah. That's a -- that's a campaign -- you  
2 know, an account that he uses for his campaign.

3 MR. SOLIS: Okay. Have you ever worked for Citizens for  
4 Rush?

5 WITNESS: As far as worked for them, I worked in his  
6 campaigns before so, yes.

7 MR. SOLIS: Okay. Did you volunteer or were you paid by the  
8 campaign?

9 WITNESS: I -- on certain occasions I volunteered. On  
10 certain occasions I was paid --

11 MR. SOLIS: Okay.

12 WITNESS: -- depending on what I was doing.

13 MR. SOLIS: And have you worked on every campaign that he's  
14 -- that he has been a part of?

15 WITNESS: Well, let me put it this way, either I  
16 volunteered or either worked in every campaign,  
17 I believe, that he's been a part of.

18 MR. SOLIS: Okay.

19 WITNESS: Or at least 90 percent of them.

20 MR. SOLIS: Does the campaign make any donations to the  
21 church?

22 WITNESS: Not that I'm aware of. No.

23 MR. SOLIS: Okay. Have you spoken to your brother about the  
24 fact we'd be talking to you today?

25 WITNESS: No. I haven't spoken to my brother in two

1 weeks.

2 MR. SOLIS: Okay. Are you a member of the core group?

3 WITNESS: No.

4 MR. SOLIS: Okay.

5 WITNESS: I was, but when I left for a couple years, that  
6 kind of dissolved.

7 MR. SOLIS: Okay. Okay. But you obviously then know what  
8 the core group is?

9 WITNESS: Yes. I know what the core group is.

10 MR. SOLIS: And, you know, what do you -- what do you know  
11 about what they do?

12 WITNESS: Well, the -- the core group oversees and makes  
13 decisions pertaining to the church, pertaining  
14 to the operations of the church, pertaining to  
15 the direction of the church, things of that  
16 nature.

17 MR. SOLIS: Okay. And so as a former member of the core  
18 group about how decisions are made, is it a  
19 vote? Does everybody make it together?

20 WITNESS: Yes.

21 MR. SOLIS: Okay.

22 WITNESS: Yes. It's definitely a vote.

23 MR. SOLIS: Okay.

24 WITNESS: And everyone votes on -- you have an agenda, and  
25 everyone votes on some things in the agenda.

1 MR. SOLIS: Does your brother, Congressman Rush, does he get  
2 the final say --

3 WITNESS: No.

4 MR. SOLIS: -- on the --

5 WITNESS: No. It's a -- it's a -- it's a democratic  
6 process.

7 MR. SOLIS: Okay.

8 WITNESS: You know, majority of the vote leads towards the  
9 decision that they're voting on. Whatever the  
10 majority is of that vote -- a majority of the  
11 vote for that particular decision, that's the  
12 way it goes. No. He doesn't have any final say  
13 on anything from what --

14 MR. SOLIS: Okay.

15 WITNESS: -- I -- what I remember.

16 MR. SOLIS: Okay. You know, we talked to a few people, some  
17 members actually of the current core group --

18 WITNESS: Mm-hmm.

19 MR. SOLIS: -- and they mentioned that a few weeks ago  
20 Representative Rush and a lawyer from D.C. that  
21 he has met with the core group and talked about  
22 our review. So I'm wondering if you were  
23 present at that meeting?

24 WITNESS: No. I'm not a member of the core group.

25 MR. SOLIS: Okay. Did you hear about that meeting? Did

1 anybody talk to you about the fact that the core  
2 group met on that issue?

3 MR. ZENOFF: I had a conversation with him.

4 MR. SOLIS: Okay.

5 MR. ZENOFF: So I would say that it's confidential.

6 MR. SOLIS: Okay.

7 MR. PAYNE: Any other conversations you had outside of those  
8 with your attorney concerning that meeting --

9 WITNESS: No.

10 MR. PAYNE: -- that happened with the core group?

11 WITNESS: No.

12 MR. SOLIS: Let me just check my notes. I think --

13 MR. PAYNE: I did have questions going back --

14 MR. SOLIS: Sure.

15 MR. PAYNE: -- with all the work you've done for the  
16 campaign --

17 WITNESS: Sure.

18 MR. PAYNE: -- volunteering and (inaudible).

19 WITNESS: Mm-hmm.

20 MR. PAYNE: Who would you describe as the, for lack of a  
21 better word, campaign manager of the campaign  
22 over the past few years?

23 WITNESS: Oh, there's been several different campaign  
24 managers, just depending on, you know, the  
25 circumstances of his -- of his campaign, who's

1 running it.

2 MR. PAYNE: Most recently --

3 WITNESS: I'm sorry.

4 MR. PAYNE: Most recently, who's running the campaign?

5 WITNESS: Oh, I don't know. I don't -- you know, I'm not

6 sure in the most recent. The most recent would

7 be the one now, and I don't know who his

8 campaign manager is at this point. I'm not

9 involved in the campaign this year.

10 MR. PAYNE: Between --

11 WITNESS: It's not really -- it's not being contested. So

12 I don't think, you know, there's a lot --

13 MR. PAYNE: Okay.

14 WITNESS: -- of activity going on with the campaign.

15 MR. PAYNE: In 2012 when you were working on the campaign --

16 WITNESS: Mm-hmm.

17 MR. PAYNE: -- from where were you assignments coming? Who

18 was giving you tasks concerning the campaign?

19 WITNESS: Tasks concerning the campaign would probably be

20 -- would probably be him or Luanna, one of

21 those. I don't know what role she played in

22 that campaign, but --

23 MR. PAYNE: I'm sorry. What was her name?

24 WITNESS: I'm sorry? Luanna Peters --

25 MR. PAYNE: Okay.

1 WITNESS: -- maybe. Yeah.

2 MR. PAYNE: And did you have any meetings or do any campaign  
3 work out of any campaign offices?

4 WITNESS: Out of the campaign offices?

5 MR. PAYNE: Yeah.

6 WITNESS: But that wasn't in the last -- I wasn't -- in  
7 2012, there wasn't -- you know, it's every two  
8 years. So in 2012 I don't -- I wasn't active in  
9 the campaign. I think I wasn't -- I haven't  
10 worked in that campaign since I want to say  
11 2010, 2011, something to that effect.

12 MR. PAYNE: Okay.

13 WITNESS: Yeah.

14 MR. PAYNE: So during that time period --

15 WITNESS: Well, wait, wait, no, no, no, no. Let me think  
16 about it, 2010 or 2011. Yeah. I may have done  
17 some work in 2012.

18 MR. PAYNE: Okay.

19 WITNESS: Yeah. Some visibility work, field work or  
20 something to that effect.

21 MR. PAYNE: And did that work in 2012 include any work --  
22 were you in a campaign office? Were you making  
23 calls, meeting of the campaign staff, any work  
24 done in the campaign office?

25 WITNESS: Yeah.

1 MR. PAYNE: Okay. And where was that campaign office  
2 located?

3 WITNESS: Well, the campaign office was on 35th.

4 MR. PAYNE: 35th and MLK?

5 WITNESS: Yeah.

6 MR. PAYNE: And did you do similar work in that office in  
7 2011?

8 WITNESS: No. I don't think so. You know, last few  
9 elections there hasn't been a lot of activity  
10 going on.

11 MR. PAYNE: Okay. At any time prior to 2011, were you doing  
12 work at 35th and MLK?

13 WITNESS: Prior to 2011?

14 MR. PAYNE: Right.

15 WITNESS: Yes.

16 MR. SOLIS: And was that work for Citizens for Rush, or was  
17 that work for another type of campaign?

18 WITNESS: I'm assuming it was for Citizens for Rush.

19 Yeah.

20 MR. SOLIS: And just so I'm clear on this -- you know, I  
21 asked you.

22 WITNESS: Well, are you asking -- does that question mean  
23 was I working toward -- for his campaign or  
24 another campaign? Is that what you're asking?

25 MR. SOLIS: Yeah. I mean, were you working for Citizens for

1 Rush, or were you working for another -- maybe a  
2 state campaign, you know. Representative Rush  
3 is affiliated with a state campaign called  
4 Friends of Bobby Rush.

5 WITNESS: Oh, most of my campaigning has been for Bobby,  
6 yeah, for Citizens for Rush --

7 MR. SOLIS: Okay.

8 WITNESS: -- I'm assuming.

9 MR. SOLIS: Okay.

10 WITNESS: And, again, it was a lot volunteer and some --

11 MR. SOLIS: Okay.

12 WITNESS: When there was funds, there may have been some  
13 paid for (inaudible).

14 MR. SOLIS: You know, I asked you if you had spoken to  
15 Representative Rush about the fact that we'd be  
16 talking to you. You said you hadn't spoken to  
17 him in a couple weeks.

18 WITNESS: Couple weeks, yes.

19 MR. SOLIS: Prior to that when you talked to him, did he  
20 mention that we would be --

21 WITNESS: No.

22 MR. SOLIS: -- talking to you?

23 WITNESS: No, no. Not at all.

24 MR. SOLIS: Okay.

25 WITNESS: Not at all.



1 MR. SOLIS: I think that's everything.

2 WITNESS: Okay.

3 MR. SOLIS: So thank you very much, [REDACTED] --

4 WITNESS: Okay.

5 MR. SOLIS: -- for your time.

6 WITNESS: Alrighty.

7 END OF INTERVIEW

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# **EXHIBIT 8**

## **TRANSCRIPT OF INTERVIEW OF REPRESENTATIVE RUSH'S SON**

INTERVIEW OF [REDACTED]

Present:

Paul Solis, Investigative Counsel

Kedric Payne, Deputy Chief Counsel

[REDACTED]

Alan Zenoff

Transcribed By:

Julie Thompson

1 MR. SOLIS: We are here with [REDACTED]. Would you prefer  
2 [REDACTED] or [REDACTED]?  
3 [REDACTED] (the "Witness"): [REDACTED] is fine.  
4 MR. SOLIS: Okay. [REDACTED].  
5 WITNESS: It gets us there quick.  
6 MR. SOLIS: Alright. And so we're going to just ask [REDACTED]  
7 [REDACTED] some questions about his role with the  
8 church. So, [REDACTED], what is your position and  
9 title with the church?  
10 WITNESS: Well, I guess it would be maintenance, you know,  
11 custodian engineer. That would probably be my  
12 title over anything else.  
13 MR. SOLIS: And how long have you been in that?  
14 WITNESS: I think I started -- I think my start date is  
15 July 1, 2013.  
16 MR. SOLIS: Are you employed anywhere else?  
17 WITNESS: No.  
18 MR. SOLIS: Okay.  
19 WITNESS: This my sole (inaudible).  
20 MR. SOLIS: What were you doing before you started with the  
21 church?  
22 WITNESS: I worked for a management -- real estate  
23 management company.  
24 MR. SOLIS: Okay. In Chicago?  
25 WITNESS: Yes.



1 MR. SOLIS: Okay. What do you do for them?

2 WITNESS: I was an administrative assistant, you know,  
3 supervisor/maintenance supervisor over there.

4 MR. SOLIS: And how did you come to work for the church?

5 How did -- how did you make that decision? Did  
6 somebody let you know that a position was open?

7 WITNESS: Well, actually -- well, I'm a member of the  
8 church since the conception of the church, and  
9 the other guy that did it prior to me worked for  
10 the church for a while; but he died. He had  
11 died actually at the church, and he was -- he  
12 past, and for about a year and a half people  
13 pitched in and did what they could to, you know,  
14 keep it up. But they didn't have anybody steady  
15 in the church to do it.

16 So I think I inquired about, you know,  
17 maybe helping out if they needed help, and  
18 that's how it -- because I just saw that we  
19 needed somebody there, you know, that -- a go-to  
20 person because it was -- as far as the upkeep,  
21 it's just volunteer.

22 MR. SOLIS: Okay.

23 WITNESS: So I think I inquired about if they needed me to  
24 fill in, you know, volunteer or, you know, I was  
25 -- the (inaudible) let me go, so, you know

1 (inaudible) income.

2 MR. SOLIS: Who did you inquire -- who did you talk to about  
3 the position?

4 WITNESS: Well, to my father. Yeah. Mm-hmm.

5 MR. SOLIS: And did --

6 WITNESS: Among other people, everybody because this is  
7 not a huge church. So I think everybody  
8 (inaudible), but I did, you know. He's the one  
9 that sort of (inaudible).

10 MR. SOLIS: And what did he say when you inquired about the  
11 --

12 WITNESS: Well, he said, "Well, let me" -- I believe it  
13 was like, "Let me think about it." You know,  
14 because at the same time the church secretary  
15 was leaving or giving her notice, or was telling  
16 she was going to leave in a month or something  
17 like that. So we were really -- and she was  
18 sort of doing what the guy did too, you know, as  
19 much as she could, you know. She was a 67-year-  
20 old woman, but -- so they were going to get hit  
21 hard.

22 So I think he -- I mentioned it to  
23 him, he said, "Well, let's see," you know.

24 MR. SOLIS: Okay.

25 WITNESS: So that's -- was really what, you know, his

1 reaction was. It was (inaudible) right away.

2 MR. SOLIS: Right.

3 WITNESS: No (inaudible), you know. Let's -- let's see.

4 MR. SOLIS: And then how -- how much time passed from that  
5 point until you -- until you got the job?

6 WITNESS: It might have been a few months. It might have  
7 been a few months, maybe three or four months I  
8 think. Yeah. Yeah. It was a few months.

9 MR. SOLIS: Do you know if he talked to the core group about  
10 it?

11 WITNESS: Yeah. I hope that -- that was what -- yeah,  
12 yeah. I know he talked to the core group about  
13 it --

14 MR. SOLIS: Okay.

15 WITNESS: -- because he said -- I mean, in that interim,  
16 in those months, he said, "Well, I can't make  
17 the decision myself. It has to go through the  
18 core group, and, you know, if we can get an okay  
19 from the core group, then that's -- you know,  
20 then it will be fine." So that's how -- yeah.  
21 He did talk to the core group.

22 MR. SOLIS: Okay.

23 WITNESS: Mm-hmm.

24 MR. SOLIS: And he -- and he mentioned that about the core  
25 group when you first talked to him about --

1 WITNESS: Well, when I initially said, "Hey, if you need  
2 me, I'm -- I need some money, you know. You got  
3 a position, you know. I can do it, you know.  
4 Keep in mind, I don't want to do this the rest  
5 of my life, but I need something in my pocket."  
6 So --

7 MR. SOLIS: Right.

8 WITNESS: -- I -- so initially it didn't get into the core  
9 group, but then I think, you know, so what about  
10 (inaudible). "Well, I'm going to -- it might  
11 work -- it might work out good. Let me bring it  
12 before the core group and see what happens."

13 MR. SOLIS: Okay. Okay.

14 WITNESS: That's how it went.

15 MR. SOLIS: Okay. And how were you informed that you got  
16 the job?

17 WITNESS: Dude, it was like, "Hey, Jeff, I got some guys  
18 that are working on the" -- they were doing the  
19 chapel. So this was probably on a Monday  
20 morning, or I don't know when July 1st was.

21 MR. SOLIS: Okay.

22 WITNESS: But, "Hey, Jeff, can you be at the church at  
23 9 o'clock?"

24 MR. SOLIS: Yeah.

25 WITNESS: That's when I was informed to help these guys

1 with, you know, whatever they need you to help  
2 with, and then -- and they're going to show you  
3 because they were actually doing maintenance --  
4 or they were doing reconstruction in the church  
5 for almost a year. So they were going to show  
6 me, you know, where the circuit breaker was --

7 MR. SOLIS: Right.

8 WITNESS: -- and all this other stuff. So -- you know, so  
9 that was the first day of work was like I got a  
10 call at 8:00, "Jeff, can you be there by 9:00,"  
11 and that was it.

12 MR. SOLIS: And who gave you that call?

13 WITNESS: My father. Yeah.

14 MR. PAYNE: Just so I'm clear, so during that time period  
15 when you asked for a job, saying, look, I'm  
16 available and that three-month time period when  
17 it was going through the core group, where there  
18 issues in the core group that were slowing down  
19 the actual --

20 WITNESS: No. I just think -- I just think -- no. I  
21 don't think there were issues. I just think,  
22 you know, my father and, you know, (inaudible)  
23 on it just -- you know, I think that's more of  
24 what it was mostly. It was just, oh, yeah.  
25 Okay.

1 MR. PAYNE: Right.

2 WITNESS: Oh, yeah. That's right. I was supposed to talk  
3 to the core group about it, you know. I think  
4 that's what it was mostly.

5 MR. SOLIS: When -- when he told you -- or he asked you if  
6 you could be there at 9:00 in the morning that  
7 day --

8 WITNESS: Mm-hmm.

9 MR. SOLIS: -- did he say the core group approved you, or  
10 did he just say can you be there at 9:00 in the  
11 morning?

12 WITNESS: Well, I think he had told me before they had no  
13 problem with it.

14 MR. SOLIS: Okay.

15 WITNESS: You know, and I'm not sure what date that it was  
16 that he said that, but I -- you know, he was  
17 like -- I believe he said that he ran it through  
18 the core group, and nobody in the core group had  
19 a problem with it. So --

20 MR. SOLIS: Okay. At any point did you guys, with your dad,  
21 did you discuss how much you get paid?

22 WITNESS: Yeah. Well, roughly I'm bringing home \$300 a  
23 week. It's not a lot, but that's what he was  
24 getting. So that's what you'll be getting, you  
25 know. So that's what -- that's what it was. I

1 was like, wow. Is that really it? But, okay.

2 So 300 is better than zero.

3 MR. SOLIS: Yes, it is. Yes, it is.

4 WITNESS: So that's how it was discussed.

5 MR. SOLIS: Okay.

6 WITNESS: Yeah.

7 MR. SOLIS: Was there any negotiation with your dad about

8 it?

9 WITNESS: As far as?

10 MR. SOLIS: You know, you gave a higher number, and then you

11 guys went back and forth deciding how much --

12 WITNESS: Oh, to negotiate, no. There was no negotiation

13 about it. It was -- that's what Lamone was

14 making. I wasn't -- I wasn't (inaudible) a

15 whole lot. That's what it was. I was -- you

16 know, I was only given (inaudible) 250, \$300 a

17 month.

18 MR. SOLIS: Okay.

19 WITNESS: I mean, a week. So that's -- it was not to be -

20 - have to be. Like, okay. This wasn't a

21 negotiation (inaudible) if you want to call the

22 un-negotiation we had.

23 MR. SOLIS: And so you think about July 1, 2013 --

24 WITNESS: Yes, sir.

25 MR. SOLIS: -- is when you started?

1 WITNESS: I think that -- I'm pretty sure that's what my  
2 start date is. Yeah.

3 MR. SOLIS: And you're still currently still employed --

4 WITNESS: Yeah.

5 MR. SOLIS: -- by the church?

6 WITNESS: Mm-hmm. Mm-hmm.

7 MR. SOLIS: Okay. How many days a week are you working at  
8 the church?

9 WITNESS: It -- probably six if not seven days a week.

10 MR. SOLIS: Okay. And how many hours would you say a day?

11 WITNESS: It could be at least four and maybe sometimes  
12 like Saturday I think I work 12, 14 hours. So  
13 there's no set schedule.

14 MR. SOLIS: Okay.

15 WITNESS: Yesterday I got a call in -- I was going to take  
16 the day off yesterday, and one of the stained  
17 glass windows blew in. So I got called, you  
18 know.

19 MR. SOLIS: It was a big mess, right?

20 WITNESS: Right. So -- you know, so I'm always on-call,  
21 and it's not uncommon for me to, you know, have  
22 -- you know, especially in the wintertime, get  
23 up early to make sure that, you know, grounds  
24 are taken care of.

25 MR. SOLIS: Okay.



1 WITNESS: So there's no set schedule, but at least more  
2 than 40 hours a week. I'll put it to you like  
3 that.

4 MR. SOLIS: Okay. Okay.

5 WITNESS: So maybe after all that we can talk about --

6 MR. SOLIS: (Inaudible)

7 WITNESS: (Inaudible)

8 MR. SOLIS: You know, so you're paid biweekly?

9 WITNESS: Biweekly, yes. Every two weeks I'm paid.

10 MR. SOLIS: Okay.

11 WITNESS: Yeah.

12 MR. SOLIS: Okay.

13 WITNESS: Mm-hmm.

14 MR. SOLIS: Anything beyond that, beyond just a regular  
15 paycheck? At the end of the year, do you get  
16 any other cash payment, a bonus?

17 WITNESS: No. Not at all. No, no, no. I -- actually, I  
18 teased like, "Did I -- did I not get my  
19 Christmas envelope?" No. Angelique, who you  
20 met before, there's no.

21 MR. SOLIS: Okay.

22 WITNESS: So I understood. It's, you know, a struggling  
23 church, and we're trying to -- trying to make a  
24 -- you know, make a difference. So --

25 MR. SOLIS: And so that rate is -- is 600?

1 WITNESS: Yeah. That's my gross -- yeah, that's gross,  
2 600, yeah.

3 MR. SOLIS: Six hundred every two weeks?

4 WITNESS: Every two weeks. Yeah.

5 MR. SOLIS: Okay. Has your rate of pay changed from July 1,  
6 2013, to the present?

7 WITNESS: No, sir.

8 MR. SOLIS: Okay.

9 WITNESS: Not at all.

10 MR. SOLIS: Okay. Are you in the core group?

11 WITNESS: No.

12 MR. SOLIS: Okay.

13 WITNESS: No.

14 MR. SOLIS: What is your dad's role with the church?

15 WITNESS: Pastor, teacher, spiritual leader.

16 MR. SOLIS: Does he hold any other position, titles that  
17 you're aware of?

18 WITNESS: Not that I'm aware of. No, no.

19 MR. SOLIS: Who pays the bills of the church?

20 WITNESS: Now, when you say "pays the bill," who writes  
21 the checks for the bills, or who -- when you say  
22 physically pays the bills? I guess it would be  
23 Angelique because she does all of the business  
24 office. So she would write the checks for it  
25 and dispense them. Yeah.

1 MR. SOLIS: Is there another way that you're thinking of  
2 paying the bills?

3 WITNESS: No. I was just thinking like who pays -- I  
4 didn't know if you meant a source of where the  
5 bills come from, which would, you know, the  
6 members of the church, tithes, offerings. So  
7 that's what I'm thinking. That's the point I'm  
8 getting.

9 MR. SOLIS: Okay.

10 WITNESS: Mm-hmm.

11 MR. SOLIS: Okay. So Angelique would write -- write checks?

12 WITNESS: Who physically pays the bills, yes. Uh-huh.

13 MR. SOLIS: Do you know if your dad writes checks and pays  
14 bills?

15 WITNESS: Not to my knowledge. I don't know because I've  
16 always had Ned Stanley and -- or (inaudible)  
17 calling in for his checks to be signed or for  
18 Angelique to sign checks. So that's I believe  
19 is who signs checks.

20 MR. SOLIS: Ned and Angelique sign checks?

21 WITNESS: Yeah.

22 MR. SOLIS: Okay.

23 WITNESS: Yeah.

24 MR. SOLIS: What does Ned sign checks for?

25 WITNESS: I've -- believe he's been -- that's been

1 authorized on the church account. He's an  
2 authorized user or a signer. I'm not sure what  
3 his -- I'm not sure. I know my checks says Ned  
4 and Angelique on it.

5 MR. SOLIS: Okay. And it has actually those two names on  
6 the check?

7 WITNESS: Uh-huh. I believe so.

8 MR. SOLIS: Okay. Do you know if your dad is ever paid by  
9 the church?

10 WITNESS: No. I know that for sure. No.

11 MR. SOLIS: And how do you know that for sure?

12 WITNESS: Well, being it's a running -- it's a joke. It's  
13 a running joke that we actually -- yeah. That  
14 we owe him money and so -- right. Sure, yeah.  
15 Yeah. He's never been paid.

16 MR. SOLIS: What about your mom? What about Carolyn; is she  
17 -- is she ever paid by the church?

18 WITNESS: No, no. Huh-uh. No.

19 MR. SOLIS: Okay.

20 WITNESS: No.

21 MR. SOLIS: Do you know Beloved Community Family Services  
22 Organization? Do you know that organization?

23 WITNESS: Yes.

24 MR. SOLIS: Okay. What do you know about that?

25 WITNESS: It's a family services organization. They do

1 everything from like helping -- we have -- they  
2 have an afterschool program. In the summertime  
3 they have a summer school, things like that. So  
4 it's just to try to plug people into resources  
5 in the community.

6 MR. SOLIS: Okay.

7 WITNESS: Assistance.

8 MR. SOLIS: Okay. And do you know who works there?

9 WITNESS: I know -- yeah. I think there are about four or  
10 five employees. I'm not sure if they're all  
11 full-time. I don't know their statuses, but I  
12 know a few of the people there. Yeah.

13 MR. SOLIS: Okay. And who do you know who works there?

14 WITNESS: I know Delphine, Mr. Hoarde.

15 MR. PAYNE: I'm sorry, Mr. ?

16 WITNESS: Hoarde.

17 MR. PAYNE: Okay.

18 WITNESS: Hoarde. I'm not sure what Michael's last name  
19 is, and Lahesha Williams, and also Cynthia  
20 Rashid is the last person. There's one more  
21 guy, but I don't think I know his -- I don't  
22 know his name. He's -- he comes in part-time.  
23 So I'm not sure.

24 MR. SOLIS: Does your mom have any role at the church -- I'm  
25 sorry -- with the Family Services Organization?

1 WITNESS: I'm not sure what -- what her role with the  
2 church. I know she's -- I don't have that --  
3 no. I don't know if she's a member of the board  
4 or a member of the Family Services. I'm not  
5 sure what her role is, if any.

6 MR. SOLIS: Okay. You mentioned member of the board. Does  
7 that ring any bells about her -- her role with  
8 Family Services?

9 WITNESS: No. Just -- you know, I was thinking of -- you  
10 know, because I know it has a board, but I don't  
11 know if she's a member of that board or not.

12 MR. SOLIS: Okay. Okay. What about Beloved Community  
13 Family Wellness Center? Do you know what that  
14 is?

15 WITNESS: That's a clinic. Yes.

16 MR. SOLIS: Okay.

17 WITNESS: Sure.

18 MR. SOLIS: Okay. Do you know who works there?

19 WITNESS: No. Not like -- just I know two people that  
20 work there. I think -- and I only know her  
21 name, Margie. I'm not sure what Margie's last  
22 name is. Margie Johnson I think it is, Margie  
23 Johnson, and then Joyce. Joyce -- I'm not sure  
24 what Joyce's last name is.

25 MR. SOLIS: Do you know who Kacy Rush is?

1 WITNESS: Yes. Mm-hmm.

2 MR. SOLIS: Who is Kacy Rush?

3 WITNESS: My sister.

4 MR. SOLIS: Okay.

5 WITNESS: Yeah.

6 MR. SOLIS: Do you know if she has any role at the Wellness  
7 Center?

8 WITNESS: I think Kacy might be on the board of the  
9 Wellness Center.

10 MR. SOLIS: Okay.

11 WITNESS: And I -- I think that what her capacity might be  
12 is, is being on the board at the Wellness  
13 Center.

14 MR. SOLIS: Okay.

15 WITNESS: Yeah.

16 MR. SOLIS: Does she ever talk about it with you?

17 WITNESS: No. I mean, she'll say, "We had a meeting," you  
18 know. "The board had a meeting today," but not  
19 content of what that meeting was or anything  
20 like that.

21 MR. SOLIS: Okay. Is she paid by --

22 WITNESS: No.

23 MR. SOLIS: -- the Family Wellness Center?

24 WITNESS: No.

25 MR. SOLIS: Okay. Do you have any other family members

1 that, either a volunteer or paid capacity, work  
2 on a board, that work at any of those two  
3 entities, the Family Services Organization or  
4 the Family Wellness Center, any other family  
5 members?

6 WITNESS: No. I don't think there are any other. No.

7 MR. SOLIS: Okay.

8 WITNESS: I'm pretty sure that (inaudible) family members  
9 who work (inaudible).

10 MR. SOLIS: Okay.

11 WITNESS: No.

12 MR. SOLIS: Do you know about the relationship between the  
13 church and those two organizations? Is there  
14 any relationship?

15 WITNESS: No. They're pretty much three separate entities  
16 (inaudible). Yeah. I don't think we -- I mean,  
17 I think they're both -- all three -- I think  
18 they're all three just separate entities. We  
19 don't have really -- I don't -- you know, the  
20 church member doesn't, you know -- we don't hang  
21 out in the clinic or -- or with -- you know, so  
22 I don't think there's a relationship we have --

23 MR. SOLIS: Okay.

24 WITNESS: -- just being with it.

25 MR. SOLIS: Did your -- do you know if your -- your father



1 had something to do with starting those two  
2 organizations or founding them?

3 WITNESS: I would -- you know what, I would be speculating  
4 if I said yes because, I mean, I assume so  
5 because it's Beloved Community, but that's -- I  
6 couldn't make a knowledgeable --

7 MR. SOLIS: Okay.

8 WITNESS: -- statement on that.

9 MR. SOLIS: Does he ever talk to you about those two  
10 organizations?

11 WITNESS: No.

12 MR. SOLIS: No?

13 WITNESS: I mean, not of any subsequence, no.

14 MR. SOLIS: Did the church give money to those two  
15 organizations to make donations?

16 WITNESS: I wouldn't know that.

17 MR. SOLIS: Do you know what Citizens for Rush is?

18 WITNESS: I think it's my -- or the campaign end of --  
19 yeah. I think it's the campaign -- it's a  
20 campaign organization. Mm-hmm.

21 MR. SOLIS: Your father's campaign?

22 WITNESS: I think so. Yeah.

23 MR. SOLIS: Have you ever done any work for the campaign?

24 WITNESS: Well, yeah. I mean, I grew up working the  
25 campaigns. So, yeah. I mean, not always paid,

1 but I did them. I'm sure I've done a lot of  
2 things for Citizens for Rush, you know. Yeah.

3 MR. SOLIS: And so you've had paid and non-paid positions  
4 with the campaign?

5 WITNESS: Well, just -- well, I guess I could say they  
6 were paid, just Election Day, you know, Election  
7 Day, you know, poll watching, or, you know,  
8 Election Day stuff like that, but not as an  
9 administrator or anything like that. So, yeah,  
10 I guess you could say.

11 MR. SOLIS: Okay. Okay. Did your mother work for the  
12 campaign, Citizens for Rush?

13 WITNESS: I'm not sure if she does or not. I don't -- I  
14 don't know. Like I said, I couldn't say if she  
15 is a -- you know, is a member or if she's ever  
16 worked officially. It's hard, you know. I  
17 couldn't say.

18 MR. SOLIS: Okay. Does she ever talk to you about --

19 WITNESS: No.

20 MR. SOLIS: -- working on the campaign?

21 WITNESS: No.

22 MR. SOLIS: Okay. Has your father's campaign made donations  
23 to the church?

24 WITNESS: I guess so. Yeah. Not that I know of, but I've  
25 hear -- but I've heard. After all this started,

1 this is the first of my knowledge of it. So --

2 MR. SOLIS: Okay.

3 WITNESS: So, yeah, apparently so. That's why we're here.

4 MR. SOLIS: I was just going to ask you how you came to hear

5 about it.

6 WITNESS: Yeah. That's -- this is it. Yeah.

7 MR. SOLIS: Okay.

8 WITNESS: Yeah.

9 MR. SOLIS: I wanted to ask about Angelique, Angelique

10 Chatman.

11 WITNESS: Sure.

12 MR. SOLIS: Are you related to her?

13 WITNESS: Yeah. She's my cousin.

14 MR. SOLIS: Okay.

15 WITNESS: Mm-hmm. Yeah. Mm-hmm.

16 MR. SOLIS: What is her job title at the church?

17 WITNESS: I guess she would be the administrative

18 assistant. Yeah.

19 MR. SOLIS: How many days a week is she at the church?

20 WITNESS: Oh, six days. Yeah, six days.

21 MR. SOLIS: And how many hours does she work?

22 WITNESS: She's there from probably 9:00 to 4:00, 9:00 to

23 5:00, yeah, some days longer.

24 MR. SOLIS: Is she paid by the church?

25 WITNESS: As far as I know. I believe so. Yes, sir. I

1 would assume so. Yes. Mm-hmm.

2 MR. SOLIS: Why would you assume it?

3 WITNESS: Because I am. I mean, we're the only two

4 employees of the church.

5 MR. SOLIS: And how do you know that she's an employee of

6 the church?

7 WITNESS: I don't know for sure. I'm just assuming that

8 she is. I'm not sure about that.

9 MR. SOLIS: Okay. Are there any other people who are paid

10 by the church, musicians, anybody like that?

11 WITNESS: Musicians, yeah. I think -- I believe, yeah,

12 because they come in and get their paychecks

13 when I come to get mine. Yeah. So that's when

14 I see them, payday. Yeah. So, you know, I

15 believe the musicians are, and I would think

16 that would be as far as like on a regular basis.

17 I mean, they always contract out for, you know -

18 - you know, other work like snow removal, you

19 know.

20 MR. SOLIS: Right.

21 WITNESS: But as far as -- I think it's just the

22 musicians. Yeah.

23 MR. SOLIS: Okay.

24 WITNESS: Mm-hmm.

25 MR. SOLIS: Have you talked to your dad about the fact that

1 we'd be speaking with you today?

2 WITNESS: Sure. Uh-huh.

3 MR. SOLIS: What did you guys talk about?

4 WITNESS: Nothing. We didn't talk about like -- I think I  
5 mentioned, "I've got to go in front of the  
6 Ethics Committee. We all have to be done."

7 "Really? Well, is that tomorrow?" "Yeah. It's  
8 tomorrow." "Okay." You know, and that was it.

9 "What did the guy say about the window?" That's  
10 how that went. That's exactly how it went.

11 MR. SOLIS: Have you spoken at all with any lawyers  
12 associated with your dad?

13 WITNESS: I don't know if he was the lawyer at the time,  
14 but Scott.

15 MR. SOLIS: Scott Thomas?

16 WITNESS: Yeah. I'm not sure if he was my -- I'm not sure  
17 if he was officially at the capacity of a lawyer  
18 or not. I don't know if he was, but, yeah,  
19 we've spoken to him. Yeah.

20 MR. SOLIS: Okay. And you said "we." "We've spoken to  
21 him."

22 WITNESS: Well, we had a meeting, the core group and  
23 because I was an employee of the church, he  
24 thought it was important for me to be at the  
25 meeting. He told us about this, you know,

1 inquiry, and Scott was there. Yeah.

2 MR. SOLIS: Okay. Did they -- did -- did Scott or the  
3 Congressman go over any topics that we'd be  
4 covering?

5 WITNESS: No. He didn't know -- I think at the time we  
6 didn't know what the scope of what you were  
7 covering would be. So --

8 MR. SOLIS: Okay.

9 WITNESS: -- he couldn't tell that.

10 MR. SOLIS: Did they talk about employees of the church or  
11 anybody getting paid by the church?

12 WITNESS: "Jeff, you're the only employee." I think he  
13 said -- because I think I was there. I don't  
14 know if (inaudible) was there. "You're one of  
15 the employees of the church, so this is why" --  
16 oh, that's why I was in the meeting because I'm  
17 an employee of the church. So that's -- that  
18 was it though.

19 MR. SOLIS: Was that the Congressman or your dad who said  
20 that, or was that Scott?

21 WITNESS: No. That was my father. Sure.

22 MR. SOLIS: Okay. So your father said you're -- you get  
23 paid by the church; you're an employee of the  
24 church?

25 WITNESS: Yeah. Well, yeah. Mm-hmm.

1 MR. SOLIS: Did he identify anybody else in the meeting --

2 WITNESS: No.

3 MR. SOLIS: -- who was paid by the church?

4 WITNESS: No. Not that -- not to my knowledge.

5 MR. SOLIS: Okay.

6 WITNESS: No. Not to my knowledge.

7 MR. SOLIS: Do you have any other questions? Let me just do

8 a quick check here and make sure I got

9 everything. I think that's --

10 MR. PAYNE: You said you did some -- you've always worked

11 for the campaign?

12 WITNESS: Not -- not always, not every campaign because

13 there's a lot, but on and off. Yeah. I

14 (inaudible) helped (inaudible). Sure.

15 MR. PAYNE: Where do you do the campaign work?

16 WITNESS: Where do we do the campaign work? There's --

17 well, there's a campaign office in Chicago, and

18 it depends on the campaign because -- you know,

19 because he's a Central Committeeman, like I've

20 worked for the last Mayoral campaign with Carol

21 Moseley-Braun worked that. Yeah. It was on

22 35th and King Drive. So it depends on, you know

23 -- and which candidate we're supporting, you

24 know, who we're helping out. So --

25 MR. PAYNE: Okay.

1 MR. ZENOFF: You're -- I'm -- I'd like to try and clarify it  
2 a little bit. You're talking about campaigns  
3 other than his runs for Congress; is that  
4 correct?

5 WITNESS: Yeah. Because I'm -- not just his campaigns.  
6 I'm talking about all campaigns, you know,  
7 because, like I said, he's a Central --  
8 Democratic Central Committeeman, so they -- they  
9 select candidates to run, slate candidates to  
10 run. So like, you know, we support --

11 MR. ZENOFF: You mentioned --

12 WITNESS: Carol Moseley-Braun for Mayor.

13 MR. ZENOFF: Right. And their county --

14 WITNESS: County.

15 MR. ZENOFF: -- county candidates. Okay.

16 WITNESS: Governor.

17 MR. SOLIS: Okay.

18 WITNESS: You know, Quinn -- you know, support Quinn for  
19 Governor. So, like I said, depending on who we  
20 help out, you know, that determines where I work  
21 out or where I report to. There's no one place.

22 MR. PAYNE: You did mention there's a Chicago office for the  
23 campaign?

24 WITNESS: Yeah.

25 MR. PAYNE: What were you referring to there? What is the



1 Chicago office?

2 WITNESS: Oh, there's an office on -- I believe, it's on -  
3 -Lake Meadows Shopping Center. That would be  
4 35th -- 34th and -- I'm not sure that's Rhodes.  
5 Maybe 34th and Rhodes, 34th and Rhodes.

6 MR. SOLIS: 34th --

7 MR. PAYNE: Rhodes?

8 WITNESS: Yeah.

9 MR. PAYNE: And you also mentioned 35th and King?

10 WITNESS: That was Carol Moseley-Braun's office, yeah, in  
11 the (inaudible).

12 MR. PAYNE: And 35th and Rhodes is which campaign?

13 WITNESS: That's -- well, that's one of the campaign  
14 office that I have worked on. That's my -- you  
15 asked me the Chicago office.

16 MR. PAYNE: Mm-hmm.

17 WITNESS: That's Quinn I was referring to.

18 MR. PAYNE: And you were doing work then for Citizens for  
19 Rush?

20 WITNESS: I've worked there or Citizens for Rush as well  
21 as other campaigns. Sure. Mm-hmm.

22 MR. PAYNE: Okay.

23 WITNESS: As well as other campaigns.

24 MR. SOLIS: And have you ever worked at the 35th and King  
25 space for Citizens for Rush?

1 WITNESS: I don't think so. No. I don't think so. I  
2 mean, it's been a bunch of candidates, but I  
3 don't know if I've ever worked for Citizens for  
4 Rush there or -- maybe in the early days we did.  
5 It's a long history of -- you know, so I  
6 couldn't say for sure because we've had so many,  
7 you know, different offices. So it's possible.  
8 I'm not sure, you know. I really couldn't say  
9 with 100 percent certainty.

10 MR. SOLIS: The 34th and Rhodes space, is that an actual  
11 like office space?

12 WITNESS: Yeah.

13 MR. SOLIS: It's four walls and --

14 WITNESS: Yeah.

15 MR. SOLIS: Okay. Do you know who owns that space, or who's  
16 like in charge of it, manages it?

17 WITNESS: No. I don't know.

18 MR. SOLIS: Okay.

19 WITNESS: I'm not sure. I would think the real estate  
20 company that owns that property would know.

21 MR. PAYNE: Who would you describe as the campaign manager  
22 for Citizens for Rush?

23 WITNESS: I don't even know. I couldn't tell you who it  
24 would be.

25 MR. PAYNE: So to whom do you report when you're doing this

1 work for the campaign?

2 WITNESS: It could be a myriad of different people,  
3 whatever needed to be done. So when I'd report,  
4 you know, I would say Walter -- usually Walter  
5 Sparkman is usually somebody that we'd go, you  
6 know, if you needed, you know, flyers passed out  
7 or something like that.

8 That would be -- but it could be  
9 anybody, you know what I'm saying. So it was  
10 not one person that I reported to. This is the  
11 -- you know, it could be one of any -- somebody  
12 in the organization. So (inaudible) it could be  
13 anybody. Whoever was in charge of that task,  
14 you know. You know, somebody who is in charge  
15 of getting out literature. They would be the  
16 one that, you know --

17 MR. SOLIS: Mm-hmm.

18 WITNESS: It could be me that was the one in charge. So  
19 I'd call everybody else, you know what I'm  
20 saying. So it was never any --

21 MR. SOLIS: When you had your meeting with the core group,  
22 and Mr. Thomas was there, and dad was there.  
23 They were talking about our inquiry. Did rental  
24 space of the campaign or where the campaign  
25 operates, that get brought up at that meeting?

1 WITNESS: No. Not -- Not to my knowledge. I don't -- I  
2 don't think so. I'm not -- I don't think so.  
3 Not to -- I could be -- I don't think so though.  
4 MR. SOLIS: Has your dad ever talked about that with you --  
5 WITNESS: No.  
6 MR. SOLIS: -- about where the campaign operates --  
7 WITNESS: No.  
8 MR. SOLIS: -- and office space?  
9 WITNESS: No. Huh-uh. Because he's run unopposed for  
10 some time. So I don't -- he's never talked to  
11 me about -- not particularly about the office.  
12 No. Huh-uh. No. I can say that. No.  
13 MR. SOLIS: Okay. When you say "not particularly about the  
14 office," in general did he discuss --  
15 WITNESS: I mean, not -- the office is just campaign, you  
16 know. Who -- who's out there running against  
17 you? Nobody this time, or he'll tell me -- you  
18 know, but not -- nothing, like I said,  
19 particularly about that office. That's -- you  
20 know.  
21 MR. SOLIS: I think that's all the questions we have for  
22 you.  
23 WITNESS: That's it?  
24 MR. SOLIS: So -- yeah.  
25 WITNESS: Okay. Alright.

1 MR. SOLIS: It wasn't too bad?

2 WITNESS: No. It wasn't too bad. Just, you know, make

3 sure you note that the guy is working hard for

4 his money. Maybe get some more (inaudible).

5 END OF INTERVIEW

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# **EXHIBIT 9**

## **TRANSCRIPT OF INTERVIEW OF BCFWC BOARD MEMBER**

INTERVIEW OF [REDACTED]

Present:

Paul Solis, Investigative Counsel

Kedric Payne, Deputy Chief Counsel

Diane Gianos

[REDACTED]

Transcribed By:

Julie Thompson

1 MR. SOLIS: This is Paul Solis, Investigative Counsel with  
2 the Office of Congressional Ethics. I'm joined  
3 by Deputy Chief Counsel, Kedric Payne, Diane  
4 Gianos, and [REDACTED].

5 [REDACTED], what is your position with the  
6 Beloved Community Wellness Center?

7 [REDACTED] (the "Witness"): I'm a board member.

8 MR. SOLIS: How long have you been a board member?

9 WITNESS: Since the beginning of the Wellness Center, for  
10 at least four years -- four or more years,  
11 whenever it was established. I've been there  
12 since the beginning.

13 MR. SOLIS: What are some of your job responsibilities and  
14 duties?

15 WITNESS: We are to meet with the board once -- once every  
16 month, every fourth week of the month, and we go  
17 over the logistics of the Wellness Center.

18 MR. SOLIS: Do you put any more time in other than that once  
19 a month meeting with the board members? Do you  
20 have -- you know, are you going over paperwork,  
21 spending more hours than just that one meeting?

22 WITNESS: No.

23 MR. SOLIS: Are you employed anywhere else? Do you work  
24 somewhere else?

25 WITNESS: Yes.

1 MR. SOLIS: Okay. Where else do you work?

2 WITNESS: Chicago Park District.

3 MR. SOLIS: Are you paid, or do you draw a salary in any way

4 from your work with the Wellness Center?

5 WITNESS: No.

6 MR. SOLIS: Have you ever drawn a salary, ever been paid by

7 the Wellness Center?

8 WITNESS: No.

9 MR. SOLIS: Your relationship to Congressman Rush. You're

10 his daughter, correct?

11 WITNESS: Correct.

12 MR. SOLIS: Who is paid by the Wellness Center; do you know?

13 WITNESS: Who is paid? The board director, maybe the head

14 -- Margie, and the rest of the staff at the

15 Wellness Center.

16 MR. SOLIS: Is she on the board, Margie?

17 WITNESS: No. She -- is she on the board? Well, she

18 calls the meetings, but she's not a board

19 member.

20 MR. SOLIS: How many board members are with the Wellness --

21 are with the Wellness Center?

22 WITNESS: Nine.

23 MR. SOLIS: Nine? Are any of those individuals paid by the

24 Wellness Center --

25 WITNESS: No.

1 MR. SOLIS: -- that you know? What is Representative Rush's  
2 -- I'm going to continue to call him  
3 Representative Rush. What is Representative  
4 Rush's role with the Wellness Center, if any?  
5 Does he have a role?  
6 WITNESS: He doesn't have a role.  
7 MR. SOLIS: Has he ever had a role at the Wellness Center?  
8 WITNESS: No.  
9 MR. SOLIS: We talked to Margie, and Margie mentioned that  
10 he was instrumental in the establishment of the  
11 Wellness Center. Did he -- did he do anything  
12 like that, help establish the Wellness Center?  
13 WITNESS: When you say "establish," what do you mean?  
14 MR. SOLIS: Well, Margie said that he was -- he helped in  
15 securing some funding for the Wellness Center,  
16 and she kind of left it sort of general like  
17 that; but I don't know if that helps you recall  
18 any work he did.  
19 WITNESS: She would know more. That's it.  
20 MR. SOLIS: Has he ever mentioned to you any work he's done  
21 with the Wellness Center?  
22 WITNESS: No. He doesn't -- he doesn't do any work for  
23 the Wellness Center, maybe helps secure funds,  
24 you know, that we should -- that she should  
25 maybe write a grant for it and go for it, but --

1 MR. SOLIS: Carolyn Rush, is that your mother?

2 WITNESS: My stepmom.

3 MR. SOLIS: Your stepmom. Do you know if she has a role

4 with the Wellness Center?

5 WITNESS: She doesn't.

6 MR. SOLIS: The Beloved Community Christian Church, do you

7 know what that is?

8 WITNESS: Yes.

9 MR. SOLIS: And what is it; where is it?

10 WITNESS: It is in Englewood. It's on 78th and Harvard.

11 It is where I worship. I go to two churches,

12 but I worship -- I serve at both.

13 MR. SOLIS: Okay. Do you work at the church?

14 WITNESS: No. I volunteer.

15 MR. SOLIS: What is Representative Rush's role with the

16 church?

17 WITNESS: Pastor, teacher.

18 MR. SOLIS: And how long has he been pastor and teacher?

19 WITNESS: Since the beginning of it.

20 MR. SOLIS: Do you know when that is?

21 WITNESS: Nine years, maybe nine, ten years.

22 MR. SOLIS: Does he receive any form of payment from his

23 work with the church?

24 WITNESS: No.

25 MR. SOLIS: And how do you know that?



1 WITNESS: Because -- I know because he's -- I just know.  
2 I know that, you know, we're not rich. We don't  
3 -- he does it -- he does it out of -- you know,  
4 just something he was called to do, to be a  
5 pastor.

6 MR. SOLIS: What about Carolyn, your stepmom, does she do  
7 any work for the church?

8 WITNESS: No.

9 MR. SOLIS: Jeff Rush, do you know who that is?

10 WITNESS: Yes.

11 MR. SOLIS: And who is that?

12 WITNESS: My brother.

13 MR. SOLIS: Okay. Does he do any work for the church?

14 WITNESS: Yes.

15 MR. SOLIS: What work does he do?

16 WITNESS: Like custodial, attendant.

17 MR. SOLIS: When did he begin working for the church?

18 WITNESS: Maybe a year ago, not that long.

19 MR. SOLIS: Is he still working for the church?

20 WITNESS: Yes.

21 MR. SOLIS: In a custodial capacity?

22 WITNESS: Yes.

23 MR. SOLIS: Is he paid by the church?

24 WITNESS: I am not sure.

25 MR. SOLIS: Angelique Chatman.

1 WITNESS: Uh-huh.

2 MR. SOLIS: Do you know who that is?

3 WITNESS: Yes.

4 MR. SOLIS: Who is that?

5 WITNESS: She's a cousin.

6 MR. SOLIS: Does she do any work for the church?

7 WITNESS: Yes.

8 MR. SOLIS: What work does she do for the church?

9 WITNESS: She's the secretary.

10 MR. SOLIS: You know how long she's been doing that?

11 WITNESS: I don't.

12 MR. SOLIS: She still the secretary there?

13 WITNESS: Yes.

14 MR. SOLIS: Is she paid by the church?

15 WITNESS: Yes. I think so. I'm not sure though.

16 MR. SOLIS: Why do you think so?

17 WITNESS: I'm not really sure.

18 MR. SOLIS: Does she ever talk to you about being paid by

19 the church?

20 WITNESS: No.

21 MR. SOLIS: Has Representative Rush ever talked about

22 Angelique being paid by the church?

23 WITNESS: No.

24 MR. SOLIS: Do you have any other relatives who work for the

25 Beloved Community Christian Church?

1 WITNESS: I have a brother who's a -- he's like co-  
2 minister, co -- no, not pastor. But he's --  
3 he's a minister at the church.

4 MR. SOLIS: And who is that?

5 WITNESS: Flynn Rush.

6 MR. SOLIS: Is he Representative Rush's son?

7 WITNESS: Yes.

8 MR. SOLIS: Do you know if he's paid by the church?

9 WITNESS: No.

10 MR. SOLIS: And how do you know that?

11 WITNESS: Because he's broke. We're all -- no, wish.

12 MR. SOLIS: So he is not paid by the church?

13 WITNESS: No.

14 MR. SOLIS: What is the relationship between the church and  
15 the Wellness Center, if any?

16 WITNESS: There's no relationship. They may show up at  
17 maybe church picnics to give free blood pressure  
18 tests or things like that, but no relationship.

19 MR. SOLIS: Beloved Community Family Services, do you know  
20 what that is?

21 WITNESS: Yes.

22 MR. SOLIS: What is that?

23 WITNESS: That's a service, a not-for-profit service that  
24 is located in the church. It's upstairs, but  
25 they're separate as well.

1 MR. SOLIS: Do you know who works there in Family Services?

2 WITNESS: I don't.

3 MR. SOLIS: Carolyn Rush, do you know if she works there or  
4 has any role with the Family Services  
5 organization?

6 WITNESS: I don't know.

7 MR. SOLIS: Is there any relationship between Family  
8 Services and the Wellness Center?

9 WITNESS: No.

10 MR. SOLIS: And I ask, you know, about the affiliation with  
11 these organizations, you know, they share the  
12 same --

13 WITNESS: Right.

14 MR. SOLIS: -- name Beloved. Does that come from somewhere?  
15 Is that a name that the Congressman came up  
16 with?

17 WITNESS: Yes.

18 MR. SOLIS: It is?

19 WITNESS: Yes. It's -- it was intentionally -- it's --  
20 it's something with Martin Luther King's speech  
21 about a beloved community, and so that was part  
22 of his drive in establishing some services for  
23 the minorities in the community.

24 MR. SOLIS: So did Representative Rush establish or help to  
25 establish the Family Services organization?

1 WITNESS: As far as help, I know he came up with an idea,  
2 but I don't know as far as his efforts in  
3 establishing it.

4 MR. SOLIS: Okay. Does the Beloved Community Christian  
5 Church ever provide any donations or money to  
6 the Wellness Center?

7 WITNESS: No. Not that I know of.

8 MR. SOLIS: What is Citizens for Rush? Do you know what  
9 that is?

10 WITNESS: That's a campaign, maybe fund. It's printed at  
11 the bottom of his posters that I have to post  
12 out.

13 MR. SOLIS: So have you done any work for Citizens for Rush?

14 WITNESS: Volunteer. Or I may have worked on Election Day  
15 as far as precinct captain or a judge.

16 MR. SOLIS: When is the last time you worked as a volunteer  
17 for Citizens for Rush?

18 WITNESS: 2010 or '09, something like that.

19 MR. SOLIS: And when you did that work, where did you do the  
20 work out of, an office?

21 WITNESS: No. It was at one of the precincts where --  
22 where -- on Election Day where people go vote,  
23 polling places.

24 MR. SOLIS: Do you know where Representative Rush or  
25 Citizens for Rush does its work out of? Does it

1 have an office space?

2 WITNESS: Yes.

3 MR. SOLIS: Where is the office space?

4 WITNESS: It's on like 34th and Lake Meadows Shopping  
5 Center.

6 MR. SOLIS: Is it 3361 King Drive? Does that ring a bell?

7 WITNESS: Yeah. Maybe -- yeah.

8 MR. SOLIS: And how do you know that's the campaign office?

9 WITNESS: Well, on Election Day, it's -- it's kind of the  
10 hub where everybody picks up their material,  
11 returns tapes, and kind of --

12 MR. SOLIS: You've been to that space before?

13 WITNESS: Yes.

14 MR. SOLIS: When was that last time you were at that space?

15 WITNESS: It hasn't been open in a while, so maybe 2009,  
16 '10, whenever I worked the last election.

17 MR. SOLIS: And you said it hasn't been open in a while.  
18 What do you mean by that?

19 WITNESS: It's -- it really -- it's just like open on  
20 Election Day. It's not like an office where we  
21 -- where have meetings and things out of for a  
22 long time.

23 MR. SOLIS: Has Representative Rush ever talked to you about  
24 that space? That I'm closing it, or it's open,  
25 anything about it?

1 WITNESS: No.

2 MR. SOLIS: Has Citizens for Rush made any donations to the  
3 Wellness Center?

4 WITNESS: No. Not that I know of.

5 MR. SOLIS: What about donations to the church, Beloved  
6 Community Christian Church? Does Citizens for  
7 Rush make any payments or donations to them?

8 WITNESS: No. Not that I know of.

9 MR. SOLIS: Do you recall around 2010 any issues the church  
10 might have had with ComEd and their electricity  
11 being turned off, anything like that?

12 WITNESS: No. I don't know the dealings with -- with  
13 that.

14 MR. SOLIS: Would Representative Rush in his duties with the  
15 church, would he be responsible for paying  
16 utility bills and things like that with the  
17 church?

18 WITNESS: Would he be responsible?

19 MR. SOLIS: Did he take on that role?

20 WITNESS: I'm not sure. I don't know. I try to stay out  
21 of the -- the workings. It distracts me from my  
22 worship, so -- and him being my family member,  
23 it's kind of -- I try to stay out of the  
24 business of the church.

25 MR. SOLIS: Have you spoken with Representative Rush about

1 the fact that we'd be speaking with you today?

2 WITNESS: Yes.

3 MR. SOLIS: And when did you speak with him about that?

4 WITNESS: Well, he knows. This morning we had a quick  
5 conversation.

6 MR. SOLIS: And what did you guys talk about?

7 WITNESS: He just told me to be truthful, and shine, and  
8 that's it. He'll be back here this evening --  
9 and nothing. Don't -- don't -- don't worry.  
10 Don't be intimidated, be truthful, answer  
11 questions. That's it.

12 MR. SOLIS: We're not that intimidating.

13 WITNESS: No. It's not.

14 MR. SOLIS: Have you spoken at all with his lawyer?

15 WITNESS: No.

16 MR. SOLIS: Do you know who his lawyer is?

17 WITNESS: I heard of his name.

18 MR. SOLIS: Scott Thomas, does that ring a bell?

19 WITNESS: I read it this morning in the paper.

20 MR. SOLIS: Okay. But you had no discussions with him about  
21 --

22 WITNESS: No. I never met him or anything.

23 MR. SOLIS: I'll check my notes. Kendric, do you have any  
24 questions for --

25 MR. PAYNE: I'll check. I do have a question concerning



1 Angelique.

2 WITNESS: Mm-hmm.

3 MR. PAYNE: Are you aware of her being employed anywhere

4 else --

5 WITNESS: No.

6 MR. PAYNE: -- other than the church that is?

7 WITNESS: No, I don't.

8 MR. PAYNE: Okay.

9 MR. SOLIS: How often do you see Angelique?

10 WITNESS: When I go to the church?

11 MR. SOLIS: Okay. Do you have any sort of relationship with

12 her outside of the church?

13 WITNESS: No. She's a cousin but kind of distant.

14 MR. SOLIS: And when I asked you if she was paid, you said -

15 - as far as I can remember, you said yes, you

16 believe so. And I asked you how do you know

17 that. Could you elaborate any further on that?

18 WITNESS: She has kids. So I'm -- I'm just -- I'm not --

19 I don't know her work schedule, her hours. So

20 I'm not really sure. I would think she may get

21 something for being there all day, but I'm not

22 sure about how she gets paid, what she gets

23 paid, or if she gets paid.

24 MR. SOLIS: So when you said yes, you thought so, was that

25 more -- was that an assumption or --

1 WITNESS: Assumption.

2 MR. SOLIS: -- or is there anything, anytime that you've  
3 spoken with her, any independent fact where you  
4 have some sort of certainty that she's paid?

5 WITNESS: No. Not at all.

6 MR. SOLIS: And just to go back one -- with one question  
7 about the Citizens for Rush, does Representative  
8 Rush -- has he ever discussed with you any  
9 donations he makes from that campaign account to  
10 anywhere in the city or anywhere else?

11 WITNESS: No.

12 MR. SOLIS: I think that's all I have.

13 WITNESS: Okay.

14 MR. SOLIS: Thank you very much, [REDACTED]

15 WITNESS: Thank you.

16 END OF INTERVIEW

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<p style="text-align: center;"><b>A</b></p> <p><b>account</b> 15:9  <b>affiliation</b> 9:10  <b>ago</b> 6:18  <b>angelique</b> 6:25 7:22  14:1,9  <b>answer</b> 13:10  <b>anytime</b> 15:2  <b>asked</b> 14:14,16  <b>assumption</b> 14:25  15:1  <b>attendant</b> 6:16  <b>aware</b> 14:3</p>	<p><b>chicago</b> 3:2  <b>chief</b> 1:10 2:3  <b>christian</b> 5:6 7:25  10:4 12:6  <b>church</b> 5:6,13,16  5:23 6:7,13,17,19  6:23 7:6,8,14,19  7:22,25 8:3,8,12  8:14,17,24 10:5  12:5,6,9,15,17,24  14:6,10,12  <b>churches</b> 5:11  <b>citizens</b> 10:8,13,17  10:25 12:2,6 15:7  <b>city</b> 15:10  <b>closing</b> 11:24  <b>come</b> 9:14  <b>comed</b> 12:10  <b>community</b> 2:6 5:6  7:25 8:19 9:21,23  10:4 12:6  <b>concerning</b> 13:25  <b>congressional</b> 2:2  <b>congressman</b> 3:9  9:15  <b>continue</b> 4:2  <b>conversation</b> 13:5  <b>correct</b> 3:10,11  <b>counsel</b> 1:9,10 2:1  2:3  <b>cousin</b> 7:5 14:13  <b>custodial</b> 6:16,21</p>	<p><b>donations</b> 10:5  12:2,5,7 15:9  <b>dont</b> 4:17 6:2 7:11  9:2,6 10:2 12:12  12:20 13:9,9,9,10  14:7,19  <b>draw</b> 3:3  <b>drawn</b> 3:6  <b>drive</b> 9:22 11:6  <b>duties</b> 2:14 12:14</p>	<p><b>going</b> 2:20 4:2  <b>grant</b> 4:25  <b>guys</b> 13:6</p> <p style="text-align: center;"><b>H</b></p> <p><b>harvard</b> 5:10  <b>hasnt</b> 11:15,17  <b>head</b> 3:13  <b>heard</b> 13:17  <b>hell</b> 13:8  <b>help</b> 4:12 9:24 10:1  <b>helped</b> 4:14  <b>helps</b> 4:17,23  <b>hes</b> 4:20 6:1 8:1,2,3  8:8,11  <b>hours</b> 2:21 14:19  <b>hub</b> 11:10</p>	<p>12:23 14:13  <b>king</b> 11:6  <b>kings</b> 9:20  <b>know</b> 2:20 3:12 4:1  4:17,19,24 5:3,7  5:20,25 6:1,1,2,2  6:3,9 7:2,10 8:8  8:10,19 9:1,3,6,10  9:11 10:1,2,7,8,24  11:8 12:4,8,12,20  13:16 14:16,19  <b>knows</b> 13:4</p>
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<hr/> <b>P</b> <hr/> <b>paid</b> 3:3,6,12,13,23 6:23 7:14,18,22 8:8,12 14:14,22 14:23,23 15:4 <b>paper</b> 13:19 <b>paperwork</b> 2:20 <b>park</b> 3:2 <b>part</b> 9:21 <b>pastor</b> 5:17,18 6:5 8:2 <b>paul</b> 1:9 2:1 <b>paying</b> 12:15 <b>payment</b> 5:22 <b>payments</b> 12:7 <b>payne</b> 1:10 2:3 13:25 14:3,6,8 <b>people</b> 10:22 <b>picks</b> 11:10 <b>picnics</b> 8:17 <b>places</b> 10:23 <b>polling</b> 10:23 <b>position</b> 2:5 <b>post</b> 10:11 <b>posters</b> 10:11 <b>precinct</b> 10:15 <b>precincts</b> 10:21 <b>present</b> 1:8 <b>pressure</b> 8:17 <b>printed</b> 10:10 <b>provide</b> 10:5 <b>put</b> 2:18	<hr/> <b>S</b> <hr/> <b>salary</b> 3:3,6 <b>schedule</b> 14:19 <b>scott</b> 13:18 <b>secretary</b> 7:9,12 <b>secure</b> 4:23 <b>securing</b> 4:15 <b>see</b> 14:9 <b>separate</b> 8:25	<hr/> <b>T</b> <hr/> <b>take</b> 12:19	<hr/> <b>V</b> <hr/> <b>volunteer</b> 5:14 10:14,16 <b>vote</b> 10:22	<hr/> <b>X</b> <hr/>
		<hr/> <b>W</b> <hr/> <b>way</b> 3:3 <b>wed</b> 13:1 <b>week</b> 2:16 <b>wellness</b> 2:6,9,17 3:4,7,12,15,20,21 3:24 4:4,7,11,12 4:15,21,23 5:4 8:15 9:8 10:6 12:3	<hr/> <b>Y</b> <hr/> <b>yeah</b> 11:7,7 <b>year</b> 6:18 <b>years</b> 2:10,10 5:21 5:21 <b>youre</b> 3:9 <b>youve</b> 11:12 15:2	<hr/> <b>Z</b> <hr/>
			<hr/> <b>0</b> <hr/>	

**09** 10:18

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**1**

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**10** 11:16

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**2**

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**2009** 11:15

**2010** 10:18 12:9

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**3**

---

**3** 16:5

**3361** 11:6

**34th** 11:4

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**4**

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**5**

---

**6**

---

**7**

---

**78th** 5:10

---

**8**

---

**9**

CONFIDENTIAL

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

ERRATA SHEET

Page	Line	Correction	Reason
3	20	How many people	
4	13	"help establish"	
5	10	6 <sup>th</sup> and Harvard	
5	12	but I worship	but (omit)
7	11	I dont know	
8	11	no, I wish	
9	20	It has	
14	18	Im just Im just	omit

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

Witness Name:

*Kraig Rush*

Witness Signature:

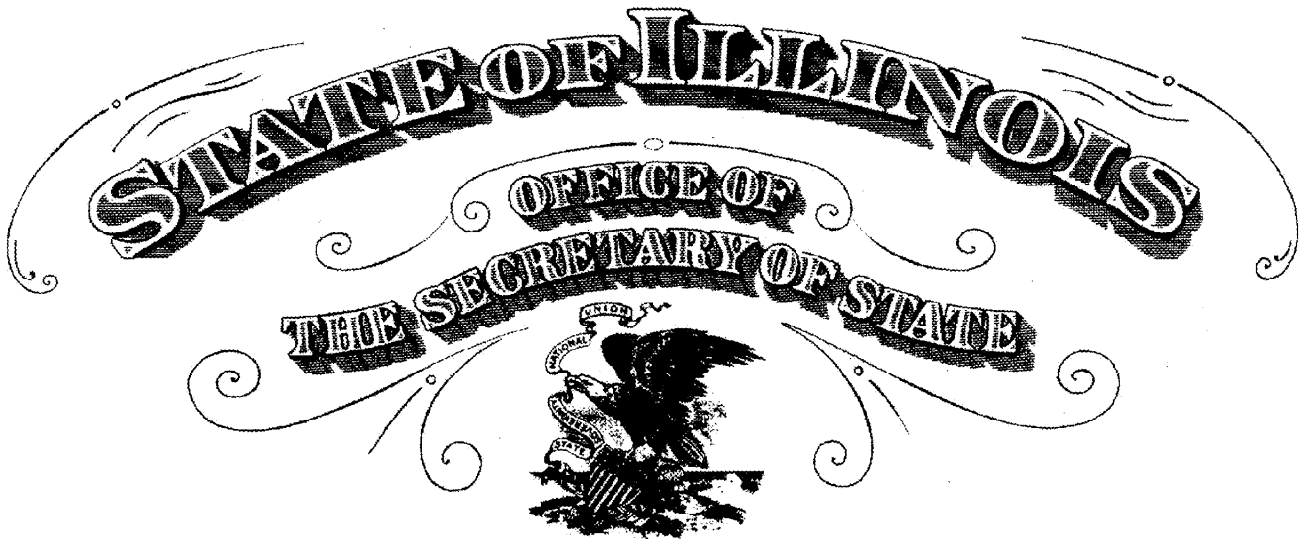
*Kraig Rush*

Date:

*5-27-11*

# **EXHIBIT 10**





**To all to whom these Presents Shall Come, Greeting:**

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

ATTACHED HERETO IS A TRUE AND CORRECT COPY, CONSISTING OF 12 PAGE(S), AS TAKEN FROM THE ORIGINAL ON FILE IN THIS OFFICE FOR LAKE MEADOWS ASSOCIATES, AN ILLINOIS LIMITED PARTNERSHIP.



**In Testimony Whereof,** I hereto set  
my hand and cause to be affixed the Great Seal of  
the State of Illinois, this 30TH  
day of MAY A.D. 2014 .

*Jesse White*

Authentication #: 1415002349

Authenticate at: <http://www.cyberdriveillinois.com>

SECRETARY OF STATE

LP 1205

JIM EDGAR  
Secretary of State  
State of Illinois

Submit in Duplicate

\$25 filing fee. See other side for acceptable forms of payment.

CERTIFICATE TO BE GOVERNED BY  
THE REVISED UNIFORM LIMITED PARTNERSHIP ACT  
(Pre-existing Illinois Limited Partnership)

Pursuant to the provisions of the Revised Uniform Limited Partnership Act, the preexisting limited partnership named below is hereby governed by that Act, effective at the time this certificate is filed in the office of the Secretary of State.

- 1. The limited partnership's name is: LAKE MEADOWS ASSOCIATES, An Illinois Limited Partnership
- 2. The Federal Employer Identification Number (F.E.I.N.) is: 36-2668608 (Note 1)
- 3. The limited partnership's registered agent's name and registered office address is:

Registered Agent: OLIVER JEAN M.  
 Last Name First Name Middle Name  
DRAPER AND KRAMER, INCORPORATED  
 Firm Name (if any)

Registered Office: 33 West Monroe Street 1900  
 (P.O. Box alone Number Street Suite #  
 is unacceptable) Chicago Cook Illinois 60603  
 City County Illinois Zip Code

- 4. The office address, including county, at which the records required by Section 104 are to be kept is:  
same as above (Note 2)

- 5. The limited partnership's purpose(s) is: Own, Operate and Invest in Real Estate 6511

- 6. The latest date upon which the limited partnership is to dissolve is: March 31, 2009

- 7. The county in which the preexisting limited partnership's original certificate of limited partnership was filed is: Cook  
 Recording date: 3/28/69 Document of Book & Page No.: 20795967 (no page specified)

- 8. The total aggregate amount of cash and the aggregate agreed value of other property or services contributed by the partners and which they have agreed to contribute is: \$ 2,900,000.00

- 9. A brief statement of the partners' membership termination and distribution rights, if any. One 8-1/2" x 11" standard paper may be used, if needed, and attached to this form. The full text of such rights should be on file in the partnership's Section 104 office.

- 10. The names (last name first) and business addresses of all general partners must be listed on a separate plain white 8-1/2" x 11" sheet which must be stapled to this form.

The undersigned affirms, under penalties of perjury, that the facts stated herein are true.

All general partners are required to sign the certificate to be governed by the Revised Uniform Limited Partnership Act.

1934  
299A

Fredrick C. Ford  
 Signature Sr. Vice President  
DRAPER AND KRAMER, INCORPORATED  
 Name (please print or type)

Ferdinand Kramer  
 Signature  
Ferdinand Kramer, Self Trustee U/T/A  
 Name (please print or type) dtd. 4/26/83

Fredrick C. Ford  
 Signature  
FORD, FREDERICK C.  
 Name (please print or type)

\_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Name (please print or type)

If additional space is needed, this must be continued in the same format on a plain white 8-1/2" x 11" sheet, which must be stapled to this form. Number of additional pages: 2

**NOTES**

**Note 1:** If the Federal Employer Identification Number has not been obtained at the time of filing this document, it shall be obtained and shall be reported to the Secretary of State **within 180 days** after the date of filing this certificate.

**Note 2:** If this office is outside of Illinois, it must be the limited partnership's principal place of business.

Form LP 1205

File No. \_\_\_\_\_

**CERTIFICATE TO BE GOVERNED  
BY THE REVISED UNIFORM  
LIMITED PARTNERSHIP ACT**

\$25

Payment must be made by Certified Check,  
Cashier's Check, Illinois Attorney's Check,  
Illinois C.P.A.'s Check or Money Order,  
Payable to "Secretary of State."

**DO NOT SEND CASH!**

All correspondence regarding this filing will  
be sent to the registered agent of the  
limited partnership unless a self-addressed  
envelope is included.

**RETURN TO:**

Secretary of State  
Corporation Department  
Limited Partnership Division  
Springfield, Illinois 62756  
Telephone (217) 785-8960

DUP-71

QUESTION NO. 9 - Each Partner shares Pro-Rata in Income  
Losses and Distributions according to  
his percentage of interest in the Partnership.

S002229 5051L 12/07/88  
25.00 CG 0000004090 FILED

QUESTION NO. 10

General Partners

Draper and Kramer, Incorporated  
33 West Monroe St., Suite 1900  
Chicago, Illinois 60603

Ferdinand Kramer, Self-Trustee  
U/T/A dtd. 4/26/83  
33 West Monroe St., Suite 1900  
Chicago, Illinois 60603

Ford, Frederick C.  
33 West Monroe St., Suite 1900  
Chicago, Illinois 60603

S002229 SOSIL 12/07/88  
25.00 CG 0000004090 FILED

Form TP 202  
(Rev. Jan. 1991)

Filing Fee \$25

SUBMIT IN DUPLICATE!

All correspondence regarding this filing will be sent to the registered agent of the limited partnership unless a self-addressed envelope with pre-paid postage is included.

GEORGE H. RYAN  
Secretary of State  
State of Illinois

CERTIFICATE OF AMENDMENT  
TO THE  
CERTIFICATE OF LIMITED PARTNERSHIP  
(Illinois limited partnership)

OFFICE USE ONLY

S002229 SOSIL 12/08/92  
25.00 FF 0000043649 FILED

1. Limited partnership's name: LAKE MEADOWS ASSOCIATES, AN ILLINOIS LIMITED PARTNERSHIP
2. File number assigned by the Secretary of State: S002229
3. Federal Employer Identification Number (F.E.I.N.): 36-2668608
4. The certificate of limited partnership is amended as follows:  
(Check all applicable changes)  
(Address changes P.O. Box alone and c/o are unacceptable)
  - a) Admission of a new general partner (give name and business address below).
  - b) Withdrawal of a general partner (give name below).
  - c) Change of registered agent and/or registered agent's office (give new name and address, including county below).
  - d) Change in the address of the office at which the records required by Section 201 of the Act are kept (give new address, including county below).
  - e) Change in the general partners name and/or business address (give name and new address below).
  - f) Change in the partners' total aggregate contribution amount (give new dollar amount below).
  - g) Change in limited partnership's name (give new name below).
  - h) Change in date of dissolution (give new date below).
  - i) Other (give information below).

Lorraine N. Madsen  
c/o Draper and Kramer, Incorporated  
33 West Monroe St. - Ste. 1900  
Chicago, IL 60603 COOK COUNTY

**5. NAME(S) & BUSINESS ADDRESS(ES) OF GENERAL PARTNER(S)**

The undersigned affirms, under penalties of perjury, that the facts stated herein are true.

The original certificate of amendment must be signed by a general partner, all new general partners and at least one withdrawing general partner.

S002229 SOSIL 12/08/92  
25.00 FF 0000043649 FILED

**SIGNATURE AND NAME**

**BUSINESS ADDRESS**

934  
2999

1. Lorraine N. Madsen  
 (Signature)  
 Lorraine N. Madsen, Ass't. Sec'y.  
 (Type or print name and title)  
 DRAPER AND KRAMER, INCORPORATED  
 (Name of General Partner if a corporation or other entity)

2. \_\_\_\_\_  
 (Signature)  
 \_\_\_\_\_  
 (Type or print name and title)  
 \_\_\_\_\_  
 (Name of General Partner if a corporation or other entity)

3. \_\_\_\_\_  
 (Signature)  
 \_\_\_\_\_  
 (Type or print name and title)  
 \_\_\_\_\_  
 (Name of General Partner if a corporation or other entity)

4. \_\_\_\_\_  
 (Signature)  
 \_\_\_\_\_  
 (Type or print name and title)  
 \_\_\_\_\_  
 (Name of General Partner if a corporation or other entity)

5. \_\_\_\_\_  
 (Signature)  
 \_\_\_\_\_  
 (Type or print name and title)  
 \_\_\_\_\_  
 (Name of General Partner if a corporation or other entity)

1. \_\_\_\_\_  
 Number Street  
 \_\_\_\_\_  
 City/town  
 \_\_\_\_\_  
 State Zip Code

2. \_\_\_\_\_  
 Number Street  
 \_\_\_\_\_  
 City/town  
 \_\_\_\_\_  
 State Zip Code

3. \_\_\_\_\_  
 Number Street  
 \_\_\_\_\_  
 City/town  
 \_\_\_\_\_  
 State Zip Code

4. \_\_\_\_\_  
 Number Street  
 \_\_\_\_\_  
 City/town  
 \_\_\_\_\_  
 State Zip Code

5. \_\_\_\_\_  
 Number Street  
 \_\_\_\_\_  
 City/town  
 \_\_\_\_\_  
 State Zip Code

(Signatures must be ink on an original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.)

If additional space is needed, it must be continued in the same format on a plain white 8 1/2" x 11" sheet, which must be stapled to this form.

**FORMS OF PAYMENT:**

Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to "Secretary of State."

**DO NOT SEND CASH!**

**RETURN TO:**

Secretary of State  
Department of Business Services  
Limited Partnership Division  
Room 330, Centennial Building  
Springfield, Illinois 62756  
Telephone: (217) 785-8960

Form LP 202  
(Rev. May 2000)

Filing Fee \$25

SUBMIT IN DUPLICATE!



Return to: Department of  
Business Services  
Limited Partnership Section  
Room 357, Howlett Building  
Springfield, IL 62756  
Telephone: (217) 785-8960  
<http://www.sos.state.il.us>

All correspondence regard-  
ing this filing will be sent to  
the registered agent of the  
limited partnership unless a  
self-addressed envelope with  
pre-paid postage is included.

JESSE WHITE  
SECRETARY OF STATE  
STATE OF ILLINOIS

CERTIFICATE OF AMENDMENT  
TO THE  
CERTIFICATE OF LIMITED PARTNERSHIP  
(Illinois limited partnership)  
(Please type or print clearly)

1. Limited partnership's name: Lake Meadows Associates, An Illinois Limited Partnership
2. File number assigned by the Secretary of State: S002229
3. Federal Employer Identification Number (F.E.I.N.): 36-2668608
4. The certificate of limited partnership is amended as follows:  
(Check **all** applicable changes here and specify them in item 5.)  
(Address changes, P.O. Box alone is unacceptable)
- a) Admission of a new general partner (give name and business address in item 5 on reverse).
  - b) Withdrawal of a general partner (give name in item 5 on reverse).
  - c) Change of registered agent and/or registered agent's office (give new name and address, **including county** on item 5 on reverse).
  - d) Change in the address of the office at which the records required by Section 201 of the Act are kept (give new address in item 5 on reverse).
  - e) Change in the general partners name and/or business address (give name and new address in item 5 on reverse).
  - f) Change in the partners' total aggregate contribution amount (give new dollar amount in item 5 on reverse).
  - g) Change in limited partnership's name (give new name in item 5 on reverse).
  - h) Change in date of dissolution (give new date in item 5 on reverse).
  - i) Other (give information in item 5 on reverse).



5. Place item #4 changes here:

*2017/1/18/2017*  
a) New General Partners:  
FC Ford Lake Meadows LLC -  
DKIA Lake Meadows LLC -  
Business Address:  
33 W. Monroe St., 19th Fl., Chicago, IL 60603  
33 W. Monroe St., 19th Fl., Chicago, IL 60603

b) Withdrawing general Partner:  
Ferdinand Kramer, Self Trustee - Death Ctf attached. Date of Death 7/16/02  
U/T/A dtd 4/26/83 All partners agreed in writing to continue the business  
of the limited partnership within 90 days of the death  
of Ferdinand Kramer

h) The latest date upon which the Partnership is to dissolve is March 31, 2045

If additional space is needed for item 4, it must be continued in the same format on a plain white 8 1/2 x 11 sheet, which must be stapled to this form.

6. NAME(S) & BUSINESS ADDRESS(ES) OF GENERAL PARTNER(S)

The undersigned affirms, under penalties of perjury, that the facts stated herein are true.

The original certificate of amendment must be signed by a general partner, all new general partners and at least one withdrawing general partner.

**SIGNATURE AND NAME**

**BUSINESS ADDRESS**

1. Signature *Lorraine N. Madsen*

Number/Street 33 W. Monroe St., 19th Fl.

Type or print name and title Lorraine N. Madsen,  
Secretary

City/town Chicago

Name of General Partner if a corporation or  
other entity Draper and Kramer, Incorporated,  
(must be in good standing)  
An Illinois Corporation

State IL ZIP Code 60603

2. Signature *Lorraine N. Madsen*

Number/Street 33 W. Monroe St., 19th Fl.

Type or print name and title Lorraine N. Madsen,  
Secretary of D & K Insurance Agency, Inc.,

City/town Chicago

Delaware Corp., Sole Member of  
Name of General Partner if a corporation or  
other entity DKIA Lake Meadows LLC, An Ill. LLC,  
General Partner (must be in good standing)

State IL ZIP Code 60603

3. Signature *Frederick C. Ford*

Number/Street 33 W. Monroe St., 19th Fl.

Type or print name and title Frederick C. Ford,  
Sole Member

City/town Chicago

Name of General Partner if a corporation or  
other entity FC Ford Lake Meadows LLC, An Ill. LLC,  
General Partner

State IL ZIP Code 60603

(Signatures must be in **BLACK INK** on an original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.)

**DO NOT SEND CASH!**



LP0165775

DO NOT STAPLE

**Form LP 202  
January 2005**

**Filing Fee: \$50**

Submit in duplicate. Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to Secretary of State. Please do not send cash.

Department of Business Services  
Limited Partnership Division  
357 Howlett Building  
Springfield, IL 62756  
217-785-8960  
www.cyberdriveillinois.com

Correspondence regarding this filing will be sent to the registered agent of the Limited Partnership unless a self-addressed, stamped envelope is included.

**PAID**  
NOV 07 2007

DATE <u>11-07-07</u>	FEE <u>\$50</u>
SOSIL FILE NO. <u>S002229</u>	FILED BY: <u>AF</u>

**Illinois Secretary of State  
Department of Business Services  
Certificate of Amendment to the  
Certificate of Limited Partnership  
(Illinois Limited Partnership or LLLP)**

Please type or print clearly.

- Limited Partnership Name: Lake Meadows Associates, An Illinois Limited Partnership
- File Number assigned by Secretary of State: S002229
- Federal Employer Identification Number (F.E.I.N.): 36-2668608
- The Certificate of Limited Partnership is amended as follows:  
(Check applicable changes and specify in item 5. For address changes, P.O. Box alone is unacceptable.)
  - a) Admission of a new General Partner (give name and business address in item 5)
  - b) Withdrawal of a General Partner (give name in item 5)
  - c) Change of Registered Agent and/or Registered Agent's office (give new name and address, including county in item 5)
  - d) Change in address of office at which the records required by Section 104 or 111 of the Act are kept (give new address in item 5)
  - e) Change in General Partner's name and/or business address (give new name and address in item 5)
  - f) Change in Partner's total aggregate contribution amount (give new dollar amount in item 5)
  - g) Change in Limited Partnership's name (give new name in item 5)
  - h) Change in Date of Dissolution (give new date in item 5)
  - i) Other (give information in item 5)
  - j) Dissociation of General Partner (only for Limited Partnerships registered in 2005 and later; give name in item 5)

0210  
9328  
5. Item #4 changes (For additional space, continue on next page.):

- a) New General Partner: D & K Investments Lake Meadows, LLC Business address: 33 W. Monroe St., 19th Fl. Chicago, IL 60603
- b) Withdrawing General Partner: Draper and Kramer, Incorporated Business address: 33 W. Monroe St., 19th Fl., Chicago, IL 60603

**Form LP 202**

5. Item #4 changes (cont.)

**Names and Business Addresses of General Partners**

The undersigned affirms, under penalties of perjury, that the facts stated herein are true. The following signatures are required:

- at least one General Partner on record,
- all new General Partners,
- all Dissociated and withdrawing General Partners.

If adding or deleting a statement that this Limited Partnership is a Limited Liability Limited Partnership, all General Partners on record must sign.

<p>1. <u><i>Lorraine N. Madsen</i></u>      Signature</p> <p>Lorraine N. Madsen, Secretary of D &amp; K Insurance Agency, Inc. A Del. corp. Sole Member of DKIA Lake Meadows LLC, An IL LLC, Gen Ptr General Partner Name if corporation or other entity (must be in good standing)</p> <p>33 W. Monroe St., 19th Fl. Street Address</p> <p>Chicago, IL 60603 City, State, ZIP</p>	<p>2. <u><i>Lorraine N. Madsen</i></u>      Signature</p> <p>Lorraine N. Madsen, Secretary Name and Title (type or print)</p> <p>Draper and Kramer, Incorporated General Partner Name if corporation or other entity (must be in good standing)</p> <p>33 W. Monroe St., 19th Fl. Street Address</p> <p>Chicago, IL 60603 City, State, ZIP</p>
<p>3. <u><i>Lorraine N. Madsen</i></u>      Signature</p> <p>Lorraine N. Madsen, Secretary of Draper and Kramer Investments Corp. A Del. Corp. Sole Member of D &amp; K Investments Lake Meadows, LLC, Gen Ptr General Partner Name if corporation or other entity (must be in good standing)</p> <p>Street Address</p> <p>City, State, ZIP</p>	<p>4. _____      Signature</p> <p>Name and Title (type or print)</p> <p>General Partner Name if corporation or other entity (must be in good standing)</p> <p>Street Address</p> <p>City, State, ZIP</p>

**Signatures must be in black ink on an original document.  
Carbon copy, photocopy or rubber stamp signatures  
may only be used on conformed copies.**



5002229  
AF

DO NOT STAPLE

**Form LP 115  
March 2008**

**Filing Fee: \$50**

Submit in duplicate. Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to Secretary of State. Please do not send cash.

Department of Business Services  
Limited Liability Division  
501 S. Second St., Rm. 357  
Springfield, IL 62756  
217-785-8960  
www.cyberdrivillinois.com

Correspondence regarding this filing will be sent to the registered agent of the Limited Partnership unless a self-addressed, stamped envelope is included.

**FILED**

NOV 21 2008

JESSE WHITE  
SECRETARY OF STATE

**PAID**  
NOV 21 2008

**Illinois Secretary of State  
Department of Business Services  
Change of Designated Office or  
Agent for Service of Process  
(Illinois or Foreign Limited Partnership or LLLP)**

Please type or print clearly.

- Limited Partnership Name: LAKE MEADOWS ASSOCIATES, AN ILLINOIS LIMITED PARTNERSHIP  
(Must contain "Limited Partnership," "L.P." or "LP.")
- Foreign Alternate Assumed Name, if any: \_\_\_\_\_
- File Number assigned by Secretary of State: 5002228
- Federal Employer Identification Number (F.E.I.N.): 36-2668608

*Instructions for completing items 5 and 6: Section 111 of the Uniform Limited Partnership Act (2001) requires that a designated office be maintained, at which the records of the limited partnership are to be kept. With respect to a domestic limited partnership, the designated office is first established upon filing the Certificate of Limited Partnership. With respect to a foreign limited partnership, the designated office is the principal office. Complete item 5 with the current address of the designated office, and item 6 with the address as changed. If there is no change in the address of the designated office, insert "N/A" in item 6.*

- Street and Mailing Address of current Designated Office at which the records required by Section 111 are kept:  
39 WEST MONROE STREET, SUITE 1900  
Street Address (P.O. Box alone is unacceptable.)  
CHICAGO, IL 60603, COOK COUNTY  
City, State, ZIP, County

- If changed, Street and Mailing Address of new Designated Office at which the records required by Section 111 will be kept:  
\_\_\_\_\_  
Street Address (P.O. Box alone is unacceptable.)  
\_\_\_\_\_  
City, State, ZIP, County

**Form LP 115  
(March 2008)**

*Instructions for completing items 7 and 8: Section 114 of the Uniform Limited Partnership Act (2001) requires that an agent for service of process residing within the State of Illinois be designated and continuously maintained. Complete item 7 with the name and address of the current agent for service of process and item 8 with the agent and address as changed. If there is no change to the agent or address for service of process, insert "N/A" in item 8.*

**7. Name, Street and Mailing Address of Current Agent for Service of Process:**

Agent: LORRAINE N MADSEN

Name

Address: 33 W MONROE STREET, STE 1900

Street Address (P.O. Box alone is unacceptable.)

CHICAGO, IL 60603, COOK COUNTY

City (must be in Illinois), ZIP, County

**8. If changed, new Name and/or Street and Mailing Address of Agent for Service of Process:**

Agent: CT CORPORATION SYSTEM

Name

Address: 208 S. LASALLE STREET, SUITE 814

Street Address (P.O. Box alone is unacceptable.)

CHICAGO, IL 60604, COOK COUNTY

City (must be in Illinois), ZIP, County

The undersigned affirms, under penalties of perjury, that the facts stated herein are true.



Signature

Shamiran Khawshaba, Asst. Secretary

Name and Title (type or print)

Draper and Kramer, Incorporated, Member of  
DKIA Lake Meadows LLC, GP

General Partner Name if corporation or other entity

33 W Monroe St Ste 1900

Street Address

Chicago, IL 60603 Cook

City, State, ZIP, County

**Signatures must be in black ink on an original document.  
Carbon copy, photocopy or rubber stamp signatures  
may only be used on conformed copies.**

# **EXHIBIT 11**

# Lease Ledger

## Lease Information

**Congressman Bobby Rush**  
**3361 So. King Drive**  
**Chicago , IL , 60616**

**Date** 11/01/2013  
**Lease Id** seco01  
**Property** cm1798  
**Location** LAKE MEADOWS SHOPPING CTR  
**Assigned Space(s)** C060  
**Customer**  
**ICS Code**  
**Lease Type** Office Net  
**Sales Category** Retail Services  
**Lease Term** **From** 11/10/1989 **To**  
**Lease Area** 1,506 (Net Rentable)  
**Monthly Rent** 627.00  
**Office Phone** (225)344-4  
**Fax No**  
**E-Mail**

Date	Description	Unit	Charges	Payments	Balance
	<b>Balance Forward</b>				<b>9,556.80</b>
06/01/12		C060	627.00		10,183.80
06/01/12		C060	500.00		10,683.80
06/01/12		C060	600.00		11,283.80
06/01/12		C060	19.00		11,302.80
07/01/12	Store Base Rent (07/2012)	C060	627.00		11,929.80
07/01/12	CAM Recovery (07/2012)	C060	500.00		12,429.80
07/01/12	RE Tax Recovery (07/2012)	C060	600.00		13,029.80
07/01/12	Insurance Recovery (07/2012)	C060	19.00		13,048.80
08/01/12	Store Base Rent (08/2012)	C060	627.00		13,675.80
08/01/12	CAM Recovery (08/2012)	C060	500.00		14,175.80
08/01/12	RE Tax Recovery (08/2012)	C060	600.00		14,775.80
08/01/12	Insurance Recovery (08/2012)	C060	19.00		14,794.80
08/07/12	2011 RETax Reconciliation	C060	(1,435.20)		13,359.60
09/01/12	Store Base Rent (09/2012)	C060	627.00		13,986.60
09/01/12	CAM Recovery (09/2012)	C060	500.00		14,486.60
09/01/12	RE Tax Recovery (09/2012)	C060	600.00		15,086.60
09/01/12	Insurance Recovery (09/2012)	C060	19.00		15,105.60
10/01/12	Store Base Rent (10/2012)	C060	627.00		15,732.60
10/01/12	CAM Recovery (10/2012)	C060	500.00		16,232.60
10/01/12	RE Tax Recovery (10/2012)	C060	600.00		16,832.60
10/01/12	Insurance Recovery (10/2012)	C060	19.00		16,851.60
10/05/12	2009 RETax refund	C060	(1,383.01)		15,468.59
11/01/12	Store Base Rent (11/2012)	C060	627.00		16,095.59
11/01/12	CAM Recovery (11/2012)	C060	500.00		16,595.59
11/01/12	RE Tax Recovery (11/2012)	C060	600.00		17,195.59
11/01/12	Insurance Recovery (11/2012)	C060	19.00		17,214.59
12/01/12	Store Base Rent (12/2012)	C060	627.00		17,841.59
12/01/12	CAM Recovery (12/2012)	C060	500.00		18,341.59
12/01/12	RE Tax Recovery (12/2012)	C060	600.00		18,941.59
12/01/12	Insurance Recovery (12/2012)	C060	19.00		18,960.59
12/21/12	w/o 2012 charges	C060	(6,000.00)		12,960.59
12/21/12	w/o 2012 charges	C060	(836.25)		12,124.34
12/21/12	w/o 2012 charges	C060	(228.00)		11,896.34
12/21/12	w/o 2012 charges	C060	9.45		11,905.79
12/21/12	w/o 2012 charges	C060	(7,200.00)		4,705.79

## Lease Information

**Date** 11/01/2013  
**Lease Id** seco01  
**Property** cm1798  
**Location** LAKE MEADOWS SHOPPING CTR  
**Assigned Space(s)** C060  
**Customer**  
**ICS Code**  
**Lease Type** Office Net  
**Sales Category** Retail Services  
**Lease Term** **From** 11/10/1989 **To**  
**Lease Area** 1,506 (Net Rentable)  
**Monthly Rent** 627.00  
**Office Phone** (225)344-4  
**Fax No**  
**E-Mail**

**Congressman Bobby Rush**  
**3361 So. King Drive**  
**Chicago, IL, 60616**

Date	Description	Unit	Charges	Payments	Balance
12/21/12	w/o 2012 charges	C060	2,818.21		7,524.00
12/21/12	w/o 2012 charges	C060	(7,524.00)		0.00
01/01/13	Store Base Rent (01/2013)	C060	627.00		627.00
01/01/13	CAM Recovery (01/2013)	C060	500.00		1,127.00
01/01/13	RE Tax Recovery (01/2013)	C060	600.00		1,727.00
01/01/13	Insurance Recovery (01/2013)	C060	19.00		1,746.00
02/01/13	Store Base Rent (02/2013)	C060	627.00		2,373.00
02/01/13	CAM Recovery (02/2013)	C060	500.00		2,873.00
02/01/13	RE Tax Recovery (02/2013)	C060	600.00		3,473.00
02/01/13	Insurance Recovery (02/2013)	C060	19.00		3,492.00
03/01/13	Store Base Rent (03/2013)	C060	627.00		4,119.00
03/01/13	CAM Recovery (03/2013)	C060	500.00		4,619.00
03/01/13	RE Tax Recovery (03/2013)	C060	600.00		5,219.00
03/01/13	Insurance Recovery (03/2013)	C060	19.00		5,238.00
03/12/13	2012 CAM Reconciliation	C060	605.33		5,843.33
03/12/13	2012 Insurance Reconciliation	C060	(18.36)		5,824.97
04/01/13	Store Base Rent (04/2013)	C060	627.00		6,451.97
04/01/13	CAM Recovery (04/2013)	C060	500.00		6,951.97
04/01/13	RE Tax Recovery (04/2013)	C060	600.00		7,551.97
04/01/13	Insurance Recovery (04/2013)	C060	19.00		7,570.97
05/01/13	Store Base Rent (05/2013)	C060	627.00		8,197.97
05/01/13	CAM Recovery (05/2013)	C060	500.00		8,697.97
05/01/13	RE Tax Recovery (05/2013)	C060	600.00		9,297.97
05/01/13	Insurance Recovery (05/2013)	C060	19.00		9,316.97
06/01/13	Store Base Rent (06/2013)	C060	627.00		9,943.97
06/01/13	CAM Recovery (06/2013)	C060	500.00		10,443.97
06/01/13	RE Tax Recovery (06/2013)	C060	600.00		11,043.97
06/01/13	Insurance Recovery (06/2013)	C060	19.00		11,062.97
07/01/13	Store Base Rent (07/2013)	C060	627.00		11,689.97
07/01/13	CAM Recovery (07/2013)	C060	500.00		12,189.97
07/01/13	RE Tax Recovery (07/2013)	C060	600.00		12,789.97
07/01/13	Insurance Recovery (07/2013)	C060	19.00		12,808.97
08/01/13	2012 RETax Reconciliation	C060	(807.17)		12,001.80
08/01/13	Store Base Rent (08/2013)	C060	627.00		12,628.80
08/01/13	CAM Recovery (08/2013)	C060	500.00		13,128.80
08/01/13	RE Tax Recovery (08/2013)	C060	600.00		13,728.80
08/01/13	Insurance Recovery (08/2013)	C060	19.00		13,747.80
09/01/13	Store Base Rent (09/2013)	C060	627.00		14,374.80



# **EXHIBIT 12**

**Wells, Dee**

---

**From:** Cohen, Lawrence  
**Sent:** Monday, December 07, 2009 1:52 PM  
**To:** Wells, Dee  
**Subject:** RE: Y/E Write offs

You have it

*Larry Cohen*

Senior Vice President  
Draper and Kramer, Incorporated  
33 W Monroe St, Suite 1900  
Chicago, IL 60603  
312.580. [REDACTED]  
312.795.2728 (fax)

[www.draperandkramer.com](http://www.draperandkramer.com)  
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[www.dkresidential.com](http://www.dkresidential.com)

---

**From:** Wells, Dee  
**Sent:** Monday, December 07, 2009 1:20 PM  
**To:** Cohen, Lawrence  
**Subject:** RE: Y/E Write offs

should I await further direction to write off Bobbie Rush and [REDACTED] ... or do I have it??

---

**From:** Cohen, Lawrence  
**Sent:** Monday, December 07, 2009 12:27 PM  
**To:** Wells, Dee  
**Subject:** RE: Y/E Write offs

OK!

*Larry Cohen*

Senior Vice President  
Draper and Kramer, Incorporated  
33 W Monroe St, Suite 1900  
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[www.dkresidential.com](http://www.dkresidential.com)

---

**From:** Wells, Dee  
**Sent:** Monday, December 07, 2009 11:46 AM  
**To:** Cohen, Lawrence  
**Subject:** RE: Y/E Write offs

the only reason I DIDN'T put them on the list is because collection efforts are still on-going. All or most of the balances will PROBABLY end up being written off - - but I wouldn't think we're ready to do it just yet... BUT that certainly is subject

to different opinions. when an attorney calls and asks for an "up to the minute" Aged schedule" I can't send them a "zero balance".

let me know what you think.

---

**From:** Cohen, Lawrence  
**Sent:** Monday, December 07, 2009 11:42 AM  
**To:** Wells, Dee  
**Cc:** Heerema, Carol  
**Subject:** RE: Y/E Write offs

I would agree on the two below; however, how about the following:

- [REDACTED] at 401
- [REDACTED] at LMPB
- [REDACTED] at LMSC

*Larry Cohen*

Senior Vice President  
Draper and Kramer, Incorporated  
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[www.dkbrokerage.com](http://www.dkbrokerage.com)  
[www.dkresidential.com](http://www.dkresidential.com)

---

**From:** Wells, Dee  
**Sent:** Monday, December 07, 2009 11:30 AM  
**To:** Cohen, Lawrence  
**Subject:** RE: Y/E Write offs

after looking at my multiple receivables I only have two:

both for Lake Meadows Shopping Center; 2nd Ward Democratic Party . . . \$20,044.18

-and- [REDACTED] .. \$54,134.18 (which is the balance remaining after having  
accepted

a cash settlement in September based on his ability to pay and negotiated by our counsel).

Permission is requested to do those two writeoffs... Other receivables are under being addressed.

---

**From:** Cohen, Lawrence  
**Sent:** Monday, December 07, 2009 9:25 AM  
**To:** Workman, Betty; Wells, Dee; Grant, Marcia; Elsmar, Jim  
**Cc:** Gawler, Mary; Baumhart, Gena; DiCiolla, Nancy  
**Subject:** Y/E Write offs

Will you please submit to me your recommendation, if any, to write off any uncollectible balances from any of your respective tenants?

Thanks.

*Larry Cohen*  
Senior Vice President

Draper and Kramer, Incorporated  
33 W Monroe St. Suite 1900  
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[www.dkresidential.com](http://www.dkresidential.com)

# **EXHIBIT 13**

writers direct line:  
312/795-  
fax: 312/795-2816  
email: @draperandkramer.com

March 6, 2012

Congressman Bobby Rush  
700 East 79<sup>th</sup> Street  
Chicago, IL 60619

**Re: Lake Meadows Shopping Center**

Dear Congressman:

I emailed Rosemary about this several months ago and she was going to forward the request to you, but I've not heard back from her so I thought I'd try to contact you personally.

You may or may not have heard that Draper and Kramer is in the process of closing the Professional Building at 31<sup>st</sup> and Rhodes with the plan of re-purposing the Building. Because of that fact, we need to find office space for some of our loyal long-term tenants in that Building.

Landlord is interested in leasing the space you occupy at Lake Meadows Shopping Center to a rent-paying tenant and would like the ability to show the space from time to time to such prospective tenants.

Since someone is not always in that office I'm wondering how we can show the space to a prospect, as that need may arise. Whom could my leasing people call with such a request, and how much lead time would you need for us to show the space.

I look forward to hearing from you on this issue.

*Cordially,*

DK REAL ESTATE SERVICES  
a division of Draper and Kramer, Incorporated

Dee Wells, CSM  
Property Manager

dms

# **EXHIBIT 14**

INTERVIEW OF ANGELIQUE CHATMAN

Present:

Paul Solis, Investigative Counsel

Kedric Payne, Deputy Chief Counsel

Angelique Chatman

Alan Zenoff

Transcribed By:

Julie Thompson



1 MR. SOLIS: We are here with Angelique Chatman. Ms.  
2 Chatman, could you please state your name for  
3 the record?  
4 ANGELIQUE CHATMAN (the "Witness"): Angelique Chatman.  
5 MR. SOLIS: We will begin asking questions about some of  
6 your work with the church.  
7 WITNESS: Okay.  
8 MR. SOLIS: What is your position and title with the Beloved  
9 Community Christian Church?  
10 WITNESS: Administrative assistant.  
11 MR. SOLIS: How long have you been in that role as an  
12 administrative assistant?  
13 WITNESS: Three and a half years.  
14 MR. SOLIS: What were you doing before that?  
15 WITNESS: Assistant manager for Walgreens.  
16 MR. SOLIS: What are your duties as administrative  
17 assistant?  
18 WITNESS: Okay. I take care of the finances of the  
19 church. I pay the bills. I make the deposits.  
20 Just anything that the pastor needs for me to  
21 do, that the church needs for me to do. I  
22 pretty much just kind of run the show for the  
23 church.  
24 MR. SOLIS: Okay. So the financial, and does that mean that  
25 money coming into the church, for example --

1 WITNESS: Yes.

2 MR. SOLIS: -- donations --

3 WITNESS: Yes.

4 MR. SOLIS: -- you're the one handling that?

5 WITNESS: Yes.

6 MR. SOLIS: Okay. And then money going out?

7 WITNESS: Yes.

8 MR. SOLIS: Paying bills, paying taxes, that's all you?

9 WITNESS: Well, not taxes, but paying the bills, making

10 the payroll.

11 MR. SOLIS: Okay. And is Representative Rush, Congressman

12 Rush, the pastor, is he your supervisor?

13 WITNESS: I guess you would say that. Yes, I guess.

14 Yeah.

15 MR. SOLIS: To whom you report?

16 WITNESS: To him and the core group pretty much.

17 MR. SOLIS: Okay. Are you employed -- or do you work

18 anywhere else besides the church?

19 WITNESS: No.

20 MR. SOLIS: Are you paid by the church?

21 WITNESS: No.

22 MR. SOLIS: We spoke with your mother, spoke with Patricia.

23 WITNESS: Oh, yes.

24 MR. SOLIS: She's very nice, very nice.

25 WITNESS: Yes. Thank you.

1 MR. SOLIS: And gave us a lot of helpful information. When  
2 we asked her if you were paid by the church, she  
3 said she assumed you were. She said she didn't  
4 know for certain, but she said she didn't think  
5 you would do it for nothing. So, you know, do  
6 you know why she would think that? Do you know  
7 why she would say that to us; that she assumed  
8 you were paid?  
9 WITNESS: I don't know.  
10 MR. SOLIS: Okay.  
11 WITNESS: I don't know why she would say that.  
12 MR. SOLIS: Okay. Have you ever been paid by the church?  
13 WITNESS: No.  
14 MR. SOLIS: Okay. So for the last three and a half years  
15 you have received no form of compensation from  
16 the church?  
17 WITNESS: No.  
18 MR. PAYNE: No cash payments?  
19 WITNESS: No.  
20 MR. PAYNE: You have not received any cash payments?  
21 WITNESS: No, no.  
22 MR. SOLIS: Gifts?  
23 WITNESS: No.  
24 MR. SOLIS: Bonus?  
25 WITNESS: No. If we made more money, maybe we could.

1 MR. SOLIS: That brings up actually another question I had.

2 You know, the church's typical revenue stream --

3 WITNESS: Mm-hmm.

4 MR. SOLIS: -- what is that? Where does that come from?

5 WITNESS: Well, we have service every week, and we get

6 tithes and offerings. And we have a yearly

7 fundraiser, and that's where a majority of our

8 finances come from.

9 MR. SOLIS: And what is at the end of the year that

10 typically look like with all the offerings and

11 the fundraiser, that full revenue stream, what

12 does that kind of look like before expenditures

13 go out for taxes and bills? Do you have an

14 estimate of that?

15 WITNESS: I don't. I'm sorry. I could have got that

16 information. I didn't know --

17 MR. SOLIS: Okay.

18 WITNESS: -- that you guys would need that.

19 MR. SOLIS: That's fine.

20 WITNESS: Okay.

21 MR. SOLIS: We can -- we can even follow up later with

22 something like that.

23 WITNESS: Sure.

24 MR. SOLIS: We just wanted to get a general picture of kind

25 of what the church's budget looks like. Do you

1 have any budget numbers you could share with us  
2 off the top of your head?  
3 WITNESS: Not really. No, I don't.  
4 MR. SOLIS: Okay. And you mentioned offerings at the -- at  
5 Sunday --  
6 WITNESS: Yes.  
7 MR. SOLIS: -- services.  
8 WITNESS: Mm-hmm.  
9 MR. SOLIS: And then a yearly fundraiser. What about  
10 donations to the church?  
11 WITNESS: Yes. We get donations also.  
12 MR. SOLIS: Okay. Where do you usually get donations from?  
13 WITNESS: I don't know of anyone's right off the top of my  
14 head. I don't know of any people that have made  
15 donations right off the top of my head.  
16 MR. SOLIS: Okay. What about Congressman Rush? Does he  
17 make any donations to the church?  
18 WITNESS: He pays his tithes and offerings on Sundays.  
19 MR. SOLIS: Okay. What about from his campaign committee  
20 Citizens for Rush?  
21 WITNESS: Oh, yes. There have been some --  
22 MR. SOLIS: There have been?  
23 WITNESS: -- from Citizens for Rush. Yes. Mm-hmm.  
24 MR. SOLIS: Okay. I actually have a document that we  
25 created, and so to give you guys a look at it.

1 It's a chart and spreadsheet of donations that  
2 we've seen from publicly available information  
3 that Citizens for Rush has made to the church, I  
4 believe going back to 2005. And so, you know,  
5 just taking a look at that information, you  
6 know, does that -- does that help you recall any  
7 specific donations that Citizens for Rush has  
8 made?

9 WITNESS: Well, I was here during the time -- let's see.  
10 So I started -- yeah. So I guess the ones in  
11 2011 on forward.

12 MR. SOLIS: Okay.

13 WITNESS: I was here during that time.

14 MR. SOLIS: And after taking a look at some of those line  
15 items from 2011 on forward, do you recall  
16 anything about those specific donations?

17 WITNESS: The thing is that I honestly don't remember each  
18 donation being made so -- because it's so long  
19 ago.

20 MR. SOLIS: Okay. When -- I'm sorry.

21 MR. PAYNE: Do you recall any donations being made? You  
22 don't recall specific donations.

23 WITNESS: Specific, yes.

24 MR. PAYNE: Do you recall any general donations?

25 WITNESS: Yes.

1 MR. PAYNE: Okay. And what do you recall about those?

2 WITNESS: I don't -- what do you mean by recall about

3 -- do you remember --

4 MR. PAYNE: Did you ask for the donations?

5 WITNESS: Did I ask for them?

6 MR. PAYNE: Mm-hmm.

7 WITNESS: No, no.

8 MR. PAYNE: How did you learn -- how do you typically learn

9 the donations are to be made by the campaign to

10 the church?

11 WITNESS: When I get the check.

12 MR. PAYNE: And who delivers the check to you?

13 WITNESS: I got the check from Congressman Rush.

14 MR. PAYNE: Okay.

15 MR. SOLIS: And what does he say to you when he delivers the

16 check?

17 WITNESS: Deposit it.

18 MR. SOLIS: Okay. Is the core group made aware of the

19 donation from the campaign committee?

20 WITNESS: It's -- I don't know. They're so long ago. I,

21 honestly -- I don't know if it was brought up in

22 a core group or not. I'm assuming that it

23 probably was.

24 MR. SOLIS: Okay. Are you a member of the core group?

25 WITNESS: I am.

1 MR. SOLIS: Okay.

2 WITNESS: Mm-hmm.

3 MR. SOLIS: So in any of the core group meetings, do you  
4 remember a donation from Citizens for Rush being  
5 discussed at the core group meetings?

6 WITNESS: For 100 percent I can't say yes or no. I -- it  
7 probably was.

8 MR. SOLIS: Okay.

9 WITNESS: Yeah.

10 MR. SOLIS: Something like this, generally donations, is it  
11 discussed at core group meetings?

12 WITNESS: We usually give a report, especially from our  
13 anniversary. We kind of give a running report  
14 of how the -- we sell an ad book. So how the  
15 ads are coming in, and the money that's coming  
16 in. That's reported to the core group.

17 MR. SOLIS: Okay. And when the core group is discussing the  
18 donations, any potential donations that are  
19 coming in, is it a decision made by the  
20 collective group to accept the donation, or, you  
21 know, to get into discussions with the donor?

22 WITNESS: Well, there's never been a time where the core  
23 group wouldn't accept --

24 MR. SOLIS: Right.

25 WITNESS: -- a donation where we would decide to not



1 accept a donation. So, yeah. I think it's a  
2 collective group, but I don't ever remember us  
3 turning down a donation.

4 MR. SOLIS: Okay. What about donations besides those made  
5 by Citizens for Rush? Do you recall any  
6 specific donations since you've been an  
7 administrative assistant?

8 WITNESS: Well, we have, like I said, ad -- ad books. So  
9 there are -- let's see. Who's in the ad? I'm  
10 drawing a blank now. White Sox, the White Sox,  
11 they get an ad --

12 MR. SOLIS: Okay.

13 WITNESS: -- every year.

14 MR. SOLIS: And do the White Sox make a donation to the  
15 church?

16 WITNESS: Well, it's -- they purchase an ad in the ad  
17 book.

18 MR. SOLIS: Okay.

19 WITNESS: So I don't know how they -- I think it's  
20 considered a donation for them.

21 MR. SOLIS: So you consider that a donation? Okay.

22 WITNESS: Yeah.

23 MR. PAYNE: The -- the ad book, is that part of the annual  
24 fundraiser --

25 WITNESS: Yes.

1 MR. PAYNE: -- or was that something separate? That's the  
2 annual fundraiser?

3 WITNESS: Yes. Mm-hmm.

4 MR. PAYNE: And are most of the donations from individuals  
5 or from organizations, businesses.

6 WITNESS: They're mostly from businesses --

7 MR. PAYNE: Mm-hmm.

8 WITNESS: -- and organizations, yeah, and they're  
9 advertising in the book.

10 MR. PAYNE: Okay.

11 MR. SOLIS: And in that form of -- of just a cash donation,  
12 a check presented to you like -- like Citizens  
13 for Rush has done in the past, does any other  
14 group or organization do that? They just cut  
15 you a check to give to the church without an ad?

16 WITNESS: I believe there have been some checks outside of  
17 our anniversary fundraiser. Yeah.

18 MR. SOLIS: Okay. Do you know for what organizations those  
19 originated?

20 WITNESS: No, no. I can't remember right off the top of  
21 my head.

22 MR. SOLIS: Okay.

23 MR. PAYNE: I just want to back up a little bit. How many  
24 days a week do you work at the church?

25 WITNESS: I'm there -- well, I would say seven days a

1 week.

2 MR. PAYNE: Okay. And then how many hours per day?

3 WITNESS: Let's see. I start at 9:00 usually, and I leave  
4 about maybe 3:30 --

5 MR. PAYNE: Okay.

6 WITNESS: -- Monday through Friday. Saturdays are -- it  
7 varies. It depends on what's going on. It's  
8 not every Saturday but some Saturdays and then  
9 Sunday for morning worship service.

10 MR. PAYNE: Okay.

11 WITNESS: And that's 10:45. We usually leave about 2:30.

12 MR. PAYNE: Okay. And you guys are 12 months a year?

13 WITNESS: Yes. Mm-hmm.

14 MR. PAYNE: Is anyone else responsible for managing the  
15 financial activities of the church other than  
16 you?

17 WITNESS: No. Up until June of last year, we also had a  
18 secretary, and she would make some bill payments  
19 also.

20 MR. PAYNE: And you mentioned that you are responsible for  
21 the payroll?

22 WITNESS: Yes.

23 MR. PAYNE: Who are the people on payroll?

24 WITNESS: Jeff Rush, James Teague, Moses Hall, and Michael  
25 Turner.

1 MR. PAYNE: All right. And let's just run through those and  
2 get their titles and responsibilities. Jeff  
3 Rush, what is he paid for?  
4 WITNESS: He is the church steward. So he does all the  
5 custodial work and setups and breakdowns for  
6 events. And he kind of just manages the  
7 building.  
8 MR. PAYNE: James Teague?  
9 WITNESS: He is our choir director and minister of music.  
10 MR. PAYNE: Moses Hall?  
11 WITNESS: He is our organist.  
12 MR. PAYNE: Michael Turner?  
13 WITNESS: Is our drummer.  
14 MR. PAYNE: And prior to the secretary leaving, was she  
15 paid?  
16 WITNESS: Yes, she was.  
17 MR. PAYNE: What was her name?  
18 WITNESS: Johnnie May Robinson.  
19 MR. SOLIS: Did you ever discuss getting paid with -- by --  
20 by the church?  
21 WITNESS: No.  
22 MR. SOLIS: No?  
23 WITNESS: No.  
24 MR. SOLIS: When you took the role on, you knew it was going  
25 to be a non-paid position?

1 WITNESS: Yes.

2 MR. SOLIS: And how did you know that?

3 WITNESS: Well, I was brought on to just help the church,  
4 and I knew at the point -- at that point in time  
5 that the church would not be paying me.

6 MR. SOLIS: Is anyone else at the church working as much as  
7 you -- you know, you're there from 9:00 to 3:30  
8 seven days a week. Is anybody else working that  
9 many hours at the church?

10 WITNESS: No one works here officially, but we do have a  
11 lot of volunteers that come in but not as much  
12 as me.

13 MR. SOLIS: And you talked about how you are responsible for  
14 paying some bills --

15 WITNESS: Mm-hmm.

16 MR. SOLIS: -- but not taxes? Who's responsible for paying  
17 taxes?

18 WITNESS: We don't pay taxes, other than payroll taxes.

19 MR. SOLIS: Yeah. Right.

20 WITNESS: But other taxes we don't pay --

21 MR. SOLIS: Okay.

22 WITNESS: -- taxes.

23 MR. SOLIS: Is the church responsible for property taxes?

24 WITNESS: No. I don't think so.

25 MR. SOLIS: Okay.

1 WITNESS: And the payroll taxes are paid through the  
2 payroll company that we -- that we have.

3 MR. SOLIS: Okay. Regarding the -- and paying these sort of  
4 bills and utilities, what is that? Is that  
5 electric? Is that --

6 WITNESS: Yeah.

7 MR. SOLIS: -- water, anything like that?

8 WITNESS: Yes.

9 MR. SOLIS: What do you have to pay?

10 WITNESS: Electric, gas, water. Well, at the time we're  
11 not paying the mortgage, but if that was going  
12 on, we would pay that also. I would pay that.

13 MR. SOLIS: And why are you not paying the mortgage right  
14 now?

15 WITNESS: Our mortgage company and bank actually was taken  
16 over by the FDIC. So right now the mortgage is  
17 kind of in limbo. So we're not even sure who  
18 has our mortgage at this time.

19 MR. SOLIS: Okay. When you're paying the electric, gas, and  
20 water bills, are you making those decisions to  
21 pay solely on your behalf? I mean, is anybody  
22 else assisting you with that?

23 WITNESS: No. When Johnnie May was here, she would assist  
24 with some of those bills, but now that she's  
25 gone, I just pay them all.

1 MR. SOLIS: Do you ever have to call up the Congressman and  
2 say we've got this bill due, what do you think  
3 about that?

4 WITNESS: No. I pretty much just pay them. If we have  
5 the money, I pay the bills --

6 MR. SOLIS: Okay.

7 WITNESS: -- to keep us from getting in trouble with, you  
8 know --

9 MR. SOLIS: Right, right. When you are paying bills for the  
10 church, making disbursements for the church, do  
11 you ever have to talk to the Congressman about  
12 that?

13 WITNESS: For bills, no. Really, I mean, we get the bill  
14 in, and if we have the money, I go ahead and pay  
15 them. He's very busy. So I try not to burden  
16 him with those types of things. Yeah.

17 MR. SOLIS: What types of things would you discuss with him?

18 WITNESS: As far as financial?

19 MR. SOLIS: Right.

20 WITNESS: Honestly, I don't really discuss too much  
21 financial. As far as bill paying and things  
22 like that, I don't -- if we have the money when  
23 we get the bill, I'll pay it.

24 MR. PAYNE: So you wouldn't need him there. So in a  
25 situation where you don't have the money, what

1 do you do?

2 WITNESS: I'll let him know that we can't pay this bill --

3 MR. PAYNE: Okay.

4 WITNESS: -- if it's -- if we don't have the money.

5 MR. PAYNE: And is that a situation where he would then give

6 you a check from the campaign?

7 WITNESS: No. I wouldn't say that would be it. I'm

8 trying to think. I'm trying to look back at

9 some of the dates. Yeah. I really -- I can't

10 say because I don't know. I'm looking at this

11 July 23rd one, and we may have needed to pay the

12 musicians during that time. But the other ones,

13 with them being so far back, is kind of hard to

14 say what was going on during that time that we

15 got the donations. I don't know. I don't

16 recall.

17 MR. SOLIS: And you mentioned that if there's enough funds

18 in the church's bank account, you do your best

19 to pay the bills.

20 WITNESS: Mm-hmm.

21 MR. SOLIS: What about payroll? Has there ever been a time

22 where the church didn't have enough funds to

23 cover payroll?

24 WITNESS: Yes.

25 MR. SOLIS: Okay.



1 WITNESS: There's been times when the musicians had to go,  
2 you know, a couple of weeks without being paid -

3 -

4 MR. SOLIS: Okay.

5 WITNESS: -- until we can get enough funds to pay them.

6 MR. SOLIS: I'm sorry, Ms. Chatman. Just could I ask you to  
7 speak up a little bit?

8 WITNESS: Oh, I'm sorry.

9 MR. SOLIS: No problem. No problem.

10 WITNESS: I forgot I'm --

11 MR. SOLIS: Just want to make sure we catch everything.

12 WITNESS: Okay.

13 MR. SOLIS: So has that ever been a time in the past since,  
14 you know, 2013, in the past year or so where  
15 there wasn't enough funds to cover payroll?

16 WITNESS: I don't think so in 2013. Well, you know what,  
17 I think there was some time in 2013, earlier on  
18 in the year --

19 MR. SOLIS: Okay.

20 WITNESS: -- where we might have -- they had to go a  
21 couple of weeks without being paid.

22 MR. SOLIS: Okay. And what about Jeffrey Rush? When did he  
23 start working for the church?

24 WITNESS: I think he started July. I think it was the  
25 beginning of July of 2013.

1 MR. SOLIS: Okay. And who made the decision to bring him  
2 on?  
3 WITNESS: The core group.  
4 MR. SOLIS: Core group.  
5 WITNESS: We -- we lost our church custodian two years  
6 ago, and that put a burden on the church to  
7 replace him. So we had gone a whole year or so  
8 without someone there to keep the church clean  
9 and to do all of the duties. So we needed to  
10 get someone.  
11 MR. SOLIS: And how --  
12 WITNESS: Ended up --  
13 MR. SOLIS: Oh, I'm sorry.  
14 WITNESS: I'm sorry. That's okay. Go ahead.  
15 MR. SOLIS: How was Jeffrey Rush introduced to the core  
16 group as far as his name being floated as a  
17 potential candidate for the position?  
18 WITNESS: I believe that was presented by Pastor Rush.  
19 MR. SOLIS: Okay.  
20 WITNESS: Yeah. That he was available at that time.  
21 MR. SOLIS: And when that decision was made, was it a vote  
22 by the core group? Everybody decided?  
23 WITNESS: Yes.  
24 MR. SOLIS: Okay.  
25 WITNESS: Yes.

1 MR. SOLIS: How was the decision made how to pay Jeffrey?

2 WITNESS: That was a core group decision also.

3 MR. SOLIS: So his rate of pay was decided by the -- the  
4 group as a whole?

5 WITNESS: Yes. To continue on paying him as Lamone, who  
6 was our custodian before him, the one that  
7 passed away, he was getting paid.

8 MR. SOLIS: So Jeffrey's payment from the church was the  
9 same as the previous person in that position?

10 WITNESS: Yes. Just -- it's a little more, but it's  
11 almost the same.

12 MR. SOLIS: What is that rate of pay?

13 WITNESS: Six hundred every two weeks.

14 MR. SOLIS: And how many hours is Jeffrey at the church  
15 working a week?

16 WITNESS: Again, that varies. He's there earlier than I  
17 am. So he gets there before 9:00. Sometimes he  
18 might leave before me. Sometimes he might leave  
19 after me, but it's kind of hard to say. And  
20 he's there on Saturdays sometimes when I'm not.  
21 He's there on Sundays before we come in for  
22 service. So it's kind of hard to say how many  
23 hours he's actually there.

24 MR. SOLIS: Okay. Does he work every day?

25 WITNESS: No, no. Not every day.

1 MR. SOLIS: How many days a week would you say he works?

2 WITNESS: I would say he's probably about five to six days  
3 a week. Well, no. Let's say. Let's say four  
4 to six days a week.

5 MR. SOLIS: Okay. Congressman Rush's role with the church.  
6 You know, you mentioned that he's the pastor.

7 WITNESS: Yes.

8 MR. SOLIS: What official title does he have with the  
9 church?

10 WITNESS: He would be the pastor.

11 MR. SOLIS: Okay. Is he president? Is he -- does he have  
12 any additional titles?

13 WITNESS: Well, on our annual report, we have him down as  
14 the president, but I think he just goes by the  
15 pastor. Mm-hmm.

16 MR. SOLIS: And you talked about the core group, so I want  
17 to find out about decision making. So we've  
18 talked about, you know, hiring Jeffrey. We've  
19 talked about, you know, some of the decisions  
20 they make. But when a decision is made by the  
21 church and the core group, does Representative  
22 Rush, as the -- as the president, does he have  
23 the final say on the decision of the core group?

24 WITNESS: No, no.

25 MR. SOLIS: No?

1 WITNESS: We take a vote, and if we don't agree, we let  
2 him know.

3 MR. SOLIS: Okay. Oh, really. Yeah.

4 WITNESS: Nicely.

5 MR. SOLIS: So when a decision needs to be made, there's an  
6 actual vote --

7 WITNESS: Yes.

8 MR. SOLIS: -- that's made?

9 WITNESS: Mm-hmm. Mm-hmm.

10 MR. SOLIS: How many members are there in the core group?

11 WITNESS: I believe there's 10. Yeah. I believe there's  
12 10.

13 MR. SOLIS: Okay. And we have asked Patricia and Ned to  
14 name people in the core group --

15 WITNESS: Okay.

16 MR. SOLIS: -- but --

17 WITNESS: That didn't go well, did it?

18 MR. SOLIS: I think you might be the best person to ask.

19 WITNESS: Okay.

20 MR. SOLIS: Because they weren't quite sure of everybody.  
21 So if you could just name off the people in the  
22 core group.

23 WITNESS: It's hard getting everyone there in one meeting.

24 MR. SOLIS: Okay.

25 WITNESS: So -- okay. So myself, Patricia.

1 MR. SOLIS: And Patricia is your mother?

2 WITNESS: Yes.

3 MR. SOLIS: Okay.

4 WITNESS: Uh-huh. Rosetta Collins, Luanna Peters,  
5 Geraldine Loring, Latanya Shannon, John Preston.

6 MR. SOLIS: Preston?

7 WITNESS: Preston. Mm-hmm. May Turner and let's see,  
8 Pastor Rush, Carolyn Rush, and I believe that is  
9 -- no, no -- Julia Mitchem and Larry Mitchem.

10 MR. SOLIS: All right. Do you know if Congressman Rush is  
11 paid by the church?

12 WITNESS: No.

13 MR. SOLIS: No?

14 WITNESS: He brings that up a lot.

15 MR. SOLIS: Well, we've heard that before. So --

16 WITNESS: He tells the congregation. He tells everybody.

17 MR. SOLIS: I was just going to ask. When does he tell  
18 people that? When does he tell --

19 WITNESS: I mean, he finds a way to work it into --

20 MR. SOLIS: So it's something that people are -- in the  
21 church are generally aware of?

22 WITNESS: Yes.

23 MR. SOLIS: Okay.

24 WITNESS: Mm-hmm.

25 MR. SOLIS: And ever -- you know, have you known about that

1 since you started --

2 WITNESS: Oh, yes.

3 MR. SOLIS: -- as administrative assistant?

4 WITNESS: Mm-hmm.

5 MR. SOLIS: Okay. I should have covered this long before.

6 But are you related to Representative Rush?

7 WITNESS: Yes, yes.

8 MR. SOLIS: Okay.

9 WITNESS: Mm-hmm.

10 MR. SOLIS: And in what manner are you related to him?

11 WITNESS: My father is his brother.

12 MR. SOLIS: Okay. So you are his niece?

13 WITNESS: His niece, yes.

14 MR. SOLIS: All right. What about Carolyn Rush? Is that

15 the Congressman's wife?

16 WITNESS: Yes.

17 MR. SOLIS: Okay. Is she paid at all by the church?

18 WITNESS: No, no.

19 MR. SOLIS: The Beloved Community Family Services

20 Organization.

21 WITNESS: Yes.

22 MR. SOLIS: Do you know what that is?

23 WITNESS: Yes.

24 MR. SOLIS: What is that organization?

25 WITNESS: It's a not for profit organization, and they

1 help members of the community with different  
2 services. They have Afterschool Matters program  
3 there, where there are, you know, 50 to 60  
4 children that come there a couple of times a  
5 week and during the school year. And they're  
6 there every day during the summer. And they  
7 help adults with computer services and, you  
8 know, teaching them computers and things like  
9 that. They do a lot in the community.

10 MR. SOLIS: Do you work at all or volunteer at all with the  
11 Family Services Organization?

12 WITNESS: No.

13 MR. SOLIS: Okay. Do you know who does work there?

14 WITNESS: The -- the director is Delphine Rankin, and  
15 there are other people there; but I don't know  
16 their titles. Do you just want their names?

17 MR. SOLIS: Yeah. Anybody you can think of off the top of  
18 your head who might work there.

19 WITNESS: Okay. Cynthia -- oh, gosh. What is her last  
20 name? I'm sorry. I'm drawing a blank on her  
21 last name.

22 MR. SOLIS: That's quite all right.

23 WITNESS: Calvin Hoarde and Michael. And I'm -- I'm  
24 drawing a blank on his last name also.

25 MR. SOLIS: Okay.



1 WITNESS: Oh, there's Lahesha. I can't -- okay. I'm  
2 sorry. I should know their last names.

3 MR. SOLIS: No, no, no. That's quite all right.

4 WITNESS: I see them every day.

5 MR. SOLIS: That's quite all right. And if you see them  
6 every day, you know, what -- what relationship  
7 does the church have to the Family Services  
8 Organization?

9 WITNESS: They actually have a space in the same building  
10 as us. Well, we're supposed to be renting them  
11 a space, but they haven't been able to pay rent.  
12 So we're just providing them with a space.

13 MR. SOLIS: How was that organization started?

14 WITNESS: I don't know. It was started before --

15 MR. SOLIS: Okay. Do you know --

16 WITNESS: -- I came on board.

17 MR. SOLIS: Do you know if Congressman Rush or his family  
18 had anything to do with starting that  
19 organization?

20 WITNESS: Yeah. I don't know. I'm sorry.

21 MR. SOLIS: Okay. Do you know if Carolyn Rush, Congressman  
22 Rush's wife, if she has any sort of working  
23 capacity with that organization?

24 WITNESS: I know she is on the board.

25 MR. SOLIS: Okay. And what do you know of her work on the

1 board? What is her responsibilities on the  
2 board?

3 WITNESS: I don't know. I know that they used to have  
4 meetings on Saturdays right before the core  
5 group would meet. So she would be there for the  
6 meetings that they would have.

7 MR. SOLIS: Okay.

8 WITNESS: I'm assuming it was once a month, but I'm not  
9 sure.

10 MR. SOLIS: Okay. Do you know if Carolyn Rush was paid by  
11 the Family Services Organization?

12 WITNESS: I don't think she was, but I don't know.

13 MR. SOLIS: Beloved Community Family Wellness Center.

14 WITNESS: Mm-hmm.

15 MR. SOLIS: You've heard of that?

16 WITNESS: Yes.

17 MR. SOLIS: What do you know about that organization?

18 WITNESS: It's -- it's a community kind of a clinic where  
19 people in the community can go and get health  
20 services.

21 MR. SOLIS: Okay. Do you know who works there?

22 WITNESS: The only person that I know by name that works  
23 there is Margie Johnson, and she is the  
24 director.

25 MR. SOLIS: What about Kacy Rush? Do you know who Kacy Rush

1 is?

2 WITNESS: Yes. Mm-hmm.

3 MR. SOLIS: Who is that?

4 WITNESS: That is Pastor Rush's daughter.

5 MR. SOLIS: Okay. Do you know if she does any work for the  
6 Wellness Center?

7 WITNESS: Well, I believe she's on the board. I just  
8 found out recently, maybe a couple of months  
9 ago, that she's on the board. So I don't know  
10 how long she's been on the board.

11 MR. SOLIS: Okay. Is she paid by the Wellness Center?

12 WITNESS: I don't know. I don't know. Yeah.

13 MR. SOLIS: And both of those organizations, Beloved  
14 Community Family Services Organization and  
15 Beloved Community Family Wellness Center,  
16 besides Carolyn Rush and Kacy Rush, do you know  
17 if any other member of Congressman Rush's family  
18 works for either one of those two organizations?

19 WITNESS: I don't think so. I don't think so.

20 MR. SOLIS: Okay. What is the relationship between the  
21 church and those two organizations?

22 WITNESS: Well, as far as Family Services, like I told  
23 you, we're -- I guess we're the landlords.

24 MR. SOLIS: Okay.

25 WITNESS: I guess we would be considered that, and I think

1 that's -- that's the only relationship that we  
2 have with them. The Wellness Center, they're  
3 not located in our building. So I don't think  
4 there's a relationship there.

5 MR. SOLIS: Okay.

6 MR. PAYNE: Family Services, how are they funded?

7 WITNESS: I don't know -- I don't know. Yes. I don't  
8 know.

9 MR. PAYNE: And you mentioned that there -- the church is  
10 the landlord.

11 WITNESS: Mm-hmm.

12 MR. PAYNE: Is there any type of agreement, any lease?

13 WITNESS: There is a lease. Mm-hmm.

14 MR. PAYNE: And what is the monthly rent?

15 WITNESS: I believe it's 1484.

16 MR. SOLIS: A month?

17 WITNESS: A month. I'm sorry.

18 MR. SOLIS: Okay. And you said they have not been able to  
19 pay that yet?

20 WITNESS: No.

21 MR. SOLIS: Right? Okay.

22 MR. ZENOFF: I'm not sure she said "yet." Have they ever  
23 paid that?

24 MR. SOLIS: Sorry about that.

25 WITNESS: They have paid it in the past.

1 MR. ZENOFF: They have paid in the past?

2 WITNESS: I'm sorry. Yes.

3 MR. SOLIS: I misinterpreted that.

4 WITNESS: I'm sorry. They have paid it in the past --

5 MR. SOLIS: Okay.

6 WITNESS: -- but they've run into some financial

7 difficulties.

8 MR. SOLIS: Do you know when they would have stopped paying

9 rent?

10 WITNESS: It has been about a year.

11 MR. SOLIS: Okay. Does the church give any money to either

12 the Family Services Organization or the Wellness

13 Center?

14 WITNESS: No.

15 MR. SOLIS: So as your role as administrative assistant who

16 makes expenditures on behalf of the church,

17 you're not aware of any donations or gifts made

18 by the church to those organizations?

19 WITNESS: No, no. Not at all. No.

20 MR. SOLIS: Okay. Do you know about Congressman Rush's

21 role, if any, with either one of those

22 organizations?

23 WITNESS: I don't -- he's not on the board or anything

24 like that. I don't think he has any decision-

25 making position with either one of those.

1 MR. SOLIS: Has he ever talked to you about either one of  
2 those organizations?

3 WITNESS: No, no.

4 MR. SOLIS: Have you spoken to Congressman Rush about the  
5 fact that we would be talking to you today?

6 WITNESS: I haven't talked to him about us coming today,  
7 but I -- we did have a meeting with Pastor Rush,  
8 and the core group, and Scott Thomas.

9 MR. SOLIS: And what was that meeting about?

10 WITNESS: To inform the core group of the investigation  
11 and to meet Mr. Thomas.

12 MR. SOLIS: Did Mr. Thomas speak at that meeting?

13 WITNESS: He did. Yes.

14 MR. SOLIS: What did he talk about?

15 WITNESS: He kind of gave us, I guess, an overview of --  
16 of the steps that would be taken during the  
17 investigation.

18 MR. SOLIS: Did he go over with you the topics that we might  
19 be asking you about?

20 WITNESS: He -- well, I don't -- not -- I don't think he  
21 talked about -- this was a couple of weeks ago  
22 that we had this meeting. No. I don't think  
23 so. I don't think he gave us the -- the  
24 questions that you guys would ask us. No.

25 MR. SOLIS: Okay. You know, for example, we asked you

1 questions about Citizens for Rush's donations  
2 made to the church. So I'm just wondering --

3 WITNESS: Well, we talked about that there was a story  
4 that was written about Congressman Rush, and  
5 that was one of the things that was brought up  
6 in the story. So we did talk about that.

7 MR. SOLIS: So at that meeting you discussed about the press  
8 article --

9 WITNESS: Yes.

10 MR. SOLIS: -- that had been written about Representative  
11 Rush?

12 WITNESS: Yes.

13 MR. SOLIS: Okay. What did Representative Rush say at the  
14 meeting?

15 WITNESS: I believe he brought up the article. This was  
16 before Mr. Thomas came into the meeting, and he  
17 told us that there is an investigation going on.  
18 And that he had hired an attorney, and he wanted  
19 the attorney to come and speak to us.

20 MR. SOLIS: Did either Representative Rush or Mr. Thomas  
21 talk about the fact we'd be asking questions  
22 about any compensation that the church would pay  
23 to anybody?

24 WITNESS: No. At -- at the time of the meeting, we didn't  
25 know how in depth the investigation would go.

1 So --

2 MR. SOLIS: Okay.

3 WITNESS: Yeah.

4 MR. SOLIS: Just to go back real quick to Citizens for Rush.

5 Are you aware of that name? That's

6 Representative Rush's campaign committee.

7 WITNESS: Mm-hmm.

8 MR. SOLIS: We discussed it earlier.

9 WITNESS: Mm-hmm.

10 MR. SOLIS: Have you ever worked for Citizens for Rush on a

11 volunteer basis or paid?

12 WITNESS: No.

13 MR. SOLIS: Okay.

14 MR. PAYNE: I want to make sure that I understand some

15 things you discussed earlier when we did the

16 bill paying.

17 WITNESS: Mm-hmm.

18 MR. PAYNE: So in a situation where there's not enough money

19 to pay the bills, and then you -- you mentioned

20 that you then speak to the pastor.

21 WITNESS: Mm-hmm.

22 MR. PAYNE: What then happens when you tell the pastor about

23 the shortfall?

24 WITNESS: Sometimes we would have to put the bill off

25 until we can get the funds. We've been pretty



1 good for a while now. There may be a donation  
2 then too. Yeah.

3 MR. PAYNE: Donation from where?

4 WITNESS: I can't recall the different places that it  
5 would be made from, but we usually get a  
6 donation from, you know, I guess, companies that  
7 make donations to churches or not for profit  
8 organizations.

9 MR. PAYNE: So you're saying in that situation, the pastor  
10 may reach out to a company or organization to  
11 then have them donate to the church?

12 WITNESS: Yes. Mm-hmm.

13 MR. PAYNE: And some of those donations have come from the  
14 campaign as well in those circumstances?

15 WITNESS: I can't say that that's what was going on during  
16 a time when we got the donations because I just  
17 don't remember, but I do know that we get  
18 donations from companies.

19 MR. SOLIS: And the Congressman has discussed this with you  
20 that if you -- we're short on the utility or  
21 some sort of payment that the church needs to  
22 make, I'm going to reach out to somebody to get  
23 a donation? Does he ever --

24 WITNESS: No.

25 MR. SOLIS: Then what connection do you make then when

1 you're -- when you're -- the funds are a little  
2 low and a company or some entity makes a  
3 donation to the church? What do you think  
4 happens? How do you think that happened or came  
5 to be?

6 WITNESS: Well, no. I will -- it's -- usually if we're  
7 unable to pay the staff, the musicians, then  
8 I'll, you know, reach out to Congressman Rush  
9 and let him know that we don't have enough to  
10 pay the musicians.

11 MR. SOLIS: And is it your understanding that then he makes  
12 a phone call or contacts somebody in order to  
13 secure a donation?

14 WITNESS: I believe so. Yeah. I believe so.

15 MR. SOLIS: Why do you believe that?

16 WITNESS: Because, you know, they might have to wait a  
17 couple of weeks, but they, you know, eventually  
18 get paid. So if we're not able to make it up  
19 with tithes and offering, then we will have a  
20 donation made to the church.

21 MR. SOLIS: Has Congressman Rush ever talked about a  
22 specific company or specific entity that he  
23 would get a donation from to cover those bills?

24 WITNESS: No.

25 MR. SOLIS: When -- going back to the donations from his

1 campaign committee.

2 WITNESS: Mm-hmm.

3 MR. SOLIS: And he brings you a check. Does he ever say to  
4 you, make sure this goes to this bill, to this  
5 payment that you have to make?

6 WITNESS: Well, anytime I go to him because we're low,  
7 it's usually like for a particular thing. So  
8 it's usually the payroll for the band.

9 MR. SOLIS: Okay. So some of these donations from his  
10 campaign committee could be meant for a specific  
11 debt or obligation that the church has?

12 WITNESS: It's -- it's hard to say with these -- showing  
13 me exact checks and payments because I just  
14 don't know what was going on during that time.

15 MR. SOLIS: Okay.

16 WITNESS: So it's kind of hard to say what these payments  
17 were for.

18 MR. SOLIS: From 2011 on --

19 WITNESS: Yeah.

20 MR. SOLIS: -- do you have any idea of whether or not those  
21 were for a specific debt or obligation the  
22 church had?

23 WITNESS: Yeah. I'm sorry. I don't know because I don't  
24 remember.

25 MR. PAYNE: This may just help so we have in our

1 understanding. For the drummer, how much is he  
2 paid per --  
3 WITNESS: He's 200.  
4 MR. PAYNE: Okay. And then the organist?  
5 WITNESS: He's 700. Oh, no, no. I'm sorry. These are  
6 every two weeks. I'm sorry. These are  
7 biweekly. I'm sorry.  
8 MR. PAYNE: These are --  
9 WITNESS: Biweekly.  
10 MR. PAYNE: -- biweekly?  
11 WITNESS: Yes.  
12 MR. PAYNE: So \$700 biweekly for the organist, 200 for the  
13 drummer?  
14 WITNESS: Yes.  
15 MR. PAYNE: And how much for the -- for James Teague?  
16 WITNESS: 200.  
17 MR. PAYNE: I know -- and Jeff Rush you told us, but what is  
18 it again?  
19 WITNESS: His is 600.  
20 MR. PAYNE: Okay. And then finally, Johnnie May -- okay,  
21 Johnnie May Robinson.  
22 WITNESS: Johnnie May.  
23 MR. PAYNE: Johnnie May.  
24 WITNESS: She left. I believe it was in June.  
25 MR. PAYNE: What was her salary?

1 WITNESS: She was 500 every two weeks.

2 MR. PAYNE: Okay. Thank you.

3 MR. SOLIS: I think that is all the questions we have for  
4 you.

5 WITNESS: Okay.

6 MR. SOLIS: So thank you very much.

7 WITNESS: Thank you.

8 MR. SOLIS: Alright.

9 END OF INTERVIEW

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# **EXHIBIT 15**

# Payville USA

## New Employee Setup Form

Company Name: Beloved Church  
 Client / Company #: \_\_\_\_\_  
 Federal ID #: 33-1029244

**\*\*\* IMPORTANT \*\*\*** We are unable to set up an employee without a valid Social Security Number !!!



Social Security Number [Redacted] <hr/> Employee Code <u>RUSH</u> <hr/> Last Name <u>JEFFREY</u> <hr/> First Name [Redacted] MI <hr/> Address 1 [Redacted] <hr/> Address 2 <u>C. HICAGO</u> <hr/> City State <u>ILL</u> <hr/> Zip Code County <u>60629 COOK</u> <hr/> Primary Phone <u>773/679-[Redacted]</u> <hr/> Date of Birth Male Female <u>09-19-1966</u> <input checked="" type="checkbox"/> <input type="checkbox"/> <hr/> Division (2) <hr/> Branch (4) <hr/> Department (6) <hr/> Team (8) <hr/> Worker's Comp Classification Code <hr/>	Hire Date <u>7-1-13</u> Employee Status <u>W-2</u> <input type="checkbox"/> Weekly <input checked="" type="checkbox"/> Bi-Weekly <input type="checkbox"/> Semi-Monthly <input type="checkbox"/> Monthly Par Pay Period Salary \$ <u>4101.54</u> <hr/> <table style="width:100%;"> <tr> <td>Rate 1</td> <td>Hours or \$ to Pay</td> <td>Department</td> </tr> <tr> <td>Overtime Rate 1</td> <td>Hours or \$ to Pay</td> <td>Department</td> </tr> <tr> <td>Rate 2</td> <td>Hours or \$ to Pay</td> <td>Department</td> </tr> <tr> <td>Rate 3</td> <td>Hours or \$ to Pay</td> <td>Department</td> </tr> </table> <hr/> Other \$ _____ Tips \$ _____ <hr/> Minimum Wage Meals \$ _____ Estimated Tips \$ _____ Directly Tipped? <input type="checkbox"/> Yes <input type="checkbox"/> No Indirectly Tipped? <input type="checkbox"/> Yes <input type="checkbox"/> No Medical Insurance Eligible? <input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, then Date Eligible) _____ 1099 Person? <input type="checkbox"/> Yes <input type="checkbox"/> No J-1 Visa Employee? <input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, then tax documents) _____ Time Off Accrued? <input type="checkbox"/> Yes <input type="checkbox"/> No <hr/> Email Address _____	Rate 1	Hours or \$ to Pay	Department	Overtime Rate 1	Hours or \$ to Pay	Department	Rate 2	Hours or \$ to Pay	Department	Rate 3	Hours or \$ to Pay	Department
Rate 1	Hours or \$ to Pay	Department											
Overtime Rate 1	Hours or \$ to Pay	Department											
Rate 2	Hours or \$ to Pay	Department											
Rate 3	Hours or \$ to Pay	Department											

Taxation	State to Withhold (or Local/County)	Single or Married (Circle One)	Exemptions Claimed (Enter Number)	Additional Tax Options (Circle Options)
Federal		<input checked="" type="radio"/> M	<u>3</u>	FLAT or EXTRA _____ \$ or %
State		<input checked="" type="radio"/> M	<u>3</u>	FLAT or EXTRA _____ \$ or %
Local		<input checked="" type="radio"/> M	<u>3</u>	FLAT or EXTRA _____ \$ or %
Disability				
SUI				

Voluntary Scheduled Deductions (Please Specify Deduction Name on the Top Line)				
Deduction Name				
Permanent Rate				
One-Time Amount				

When completed, please fax this form to Payville USA at (630) 368 - 3900.  
 If you have any questions about this form, call (630) 368 - 2600.

# **EXHIBIT 16**

**SCHEDULE B (FEC Form 3)  
ITEMIZED DISBURSEMENTS**

Use separate schedule(s) for each category of the Detailed Summary Page	FOR LINE NUMBER: (check only one)	PAGE 24 OF 32			
	<input type="checkbox"/> 17 20a <input type="checkbox"/> 18 20b <input type="checkbox"/> 19a 20c <input checked="" type="checkbox"/> 19b 21				

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee.

NAME OF COMMITTEE (In Full)  
**CITIZENS FOR RUSH**

Full Name (Last, First, Middle Initial) <b>A. Angerholzer Broz Consulting, LLC</b>		Date of Disbursement MM / DD / YYYY 08 / 02 / 2013
Mailing Address 499 South Capitol Street SW Suite 422		Amount of Each Disbursement this Period 22000.00 <b>Transaction ID : SB21.16317</b>
City Washington State DC Zip Code 20003	Purpose of Disbursement Fundraising Consultant Candidate Name Category/Type 003	
Office Sought: <input type="checkbox"/> House <input type="checkbox"/> Senate <input type="checkbox"/> President	Disbursement For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	
State: District:		

Full Name (Last, First, Middle Initial) <b>B. Beloved Community Christian Church</b>		Date of Disbursement MM / DD / YYYY 07 / 23 / 2013
Mailing Address 6430 S. Harvard		Amount of Each Disbursement this Period 2100.00 <b>Transaction ID : SB21.16307</b>
City Chicago State IL Zip Code 60600	Purpose of Disbursement Donation Candidate Name Category/Type 012	
Office Sought: <input type="checkbox"/> House <input type="checkbox"/> Senate <input type="checkbox"/> President	Disbursement For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	
State: District:		

Full Name (Last, First, Middle Initial) <b>C. H &amp; W Printing</b>		Date of Disbursement MM / DD / YYYY 08 / 02 / 2013
Mailing Address 3616 Oak Lane		Amount of Each Disbursement this Period 917.68 <b>Transaction ID : SB21.16313</b>
City Mount Rainer State MD Zip Code 20712	Purpose of Disbursement Printing Candidate Name Category/Type 003	
Office Sought: <input type="checkbox"/> House <input type="checkbox"/> Senate <input type="checkbox"/> President	Disbursement For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	
State: District:		

<b>SUBTOTAL</b> of Disbursements This Page (optional).....	25017.68
<b>TOTAL</b> This Period (last page this line number only).....	

# **EXHIBIT 17**

**SCHEDULE B (FEC Form 3)  
ITEMIZED DISBURSEMENTS**

Use separate schedule(s) for each category of the Detailed Summary Page	FOR LINE NUMBER: (check only one)	PAGE 24 OF 32			
	<input type="checkbox"/> 17 20a	<input type="checkbox"/> 18 20b	<input type="checkbox"/> 19a 20c	<input checked="" type="checkbox"/> 19b 21	

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NAME OF COMMITTEE (In Full)  
**CITIZENS FOR RUSH**

Full Name (Last, First, Middle Initial) <b>A. Angerholzer Broz Consulting, LLC</b>		Date of Disbursement MM / DD / YYYY 08 / 02 / 2013
Mailing Address 499 South Capitol Street SW Suite 422		Amount of Each Disbursement this Period 22000.00 <b>Transaction ID : SB21.16317</b>
City Washington State DC Zip Code 20003	Purpose of Disbursement Fundraising Consultant Candidate Name Category/Type 003	
Office Sought: <input type="checkbox"/> House <input type="checkbox"/> Senate <input type="checkbox"/> President	Disbursement For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	
State: District:		

Full Name (Last, First, Middle Initial) <b>B. Beloved Communiy Family Services</b>		Date of Disbursement MM / DD / YYYY 07 / 23 / 2013
Mailing Address 6430 S.Harvard Ave.		Amount of Each Disbursement this Period 2100.00 <b>Transaction ID : SB21.16307</b>
City Chicago State IL Zip Code 60621	Purpose of Disbursement Donation Candidate Name Category/Type 012	
Office Sought: <input type="checkbox"/> House <input type="checkbox"/> Senate <input type="checkbox"/> President	Disbursement For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	
State: District:		

Full Name (Last, First, Middle Initial) <b>C. H &amp; W Printing</b>		Date of Disbursement MM / DD / YYYY 08 / 02 / 2013
Mailing Address 3616 Oak Lane		Amount of Each Disbursement this Period 917.68 <b>Transaction ID : SB21.16313</b>
City Mount Rainer State MD Zip Code 20712	Purpose of Disbursement Printing Candidate Name Category/Type 003	
Office Sought: <input type="checkbox"/> House <input type="checkbox"/> Senate <input type="checkbox"/> President	Disbursement For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	
State: District:		

<b>SUBTOTAL</b> of Disbursements This Page (optional).....	25017.68
<b>TOTAL</b> This Period (last page this line number only).....	



# **EXHIBIT 18**

6430 South Harvard  
Chicago, Illinois 60621  
Telephone  
(773) 488-  
Fax  
(773) 488-9069



May 6, 2014

*Delphine F. Rankin*  
*Executive Director*

**BOARD OF  
DIRECTORS**

*Chair*  
*Carolyn Rush*  
*Beloved Community*  
*Christian Church*

*Secretary*  
*Tiffany Hill-Long*

*Parliamentarian*  
*Honorable*  
*Diane M. Shelley, Esq.*  
*Cook County*

*Vera D. Alexander*  
*Starrall Sales Co.*

Omar S. Ashmawy, Staff Director and Chief Counsel  
Congress of the United States  
House of Representatives  
Office of the Congressional Ethics  
P. O. Box 895  
Washington D.C. 20515-0895

Dear Mr. Ashmawy,

Per the request from the Congressional Office of Ethics dated March 6, 2014, below are responses to the request. In addition, enclosed are copies of documentation to the request.

1. The names and contact information of all property owners of BCFS, or land that the BCFS occupied, at any point between January 1, 2007 and the present date:  
**Beloved Community Family Services, Inc. purchased property at 6520 South Stewart, Chicago, Illinois 60621 in 12/2011.**

2. The names, contact information, and job description of all directors, officers, managers, and employees of BCFS at any point between January 1, 2007 and the present date:

**The following is a list of employee of BCFS since January 1, 2007:**

**Delphine F. Rankin, Executive Director, 691 Madisen Lane, University Park, Illinois 60484 (708) 287-  
Tammy A. Taylor, Director Hope and Healing, 1300 West 96th Street Chicago, Illinois 60643 (773) 370-  
Lahesha Williams, Director Bridge Academy, 1840 S. Karlov Avenue Chicago, Illinois 60623 (773) 234-  
Sherry Benjamin, Director Bridge Academy, 3311 South Calumet, Chicago, Illinois 60615 (312) 504-  
Darryl Thomas, Life Skills Manager, 14501 S. Wentworth Riverdale, IL. 60827 (773) 501-  
Jackie, Life Skills Manager  
Michael Hudson, Substance Abuse Specialist, 637 Hoxie Calumet City, Illinois 60409 (773) 449-  
Calvin Hoarde, Substance Abuse Specialist. 7917 South Hermitage Avenue Chicago, Illinois 60620 (773) 656-  
Thomas Cole, Life Skills Manager, 10653 South Champlain Chicago, Illinois 60628 (773) 25-  
Veronica Ford , Mental Health Therapist, (9315 S. Peoria, Chicago, Illinois 60620,(937) 554-  
Rachel Friend, Youth Development Specialist, 14635 Woodlawn Ave, Dolton, Illinois (708) 880-  
Victoria Snow, Director, 7609 S. Euclid Avenue, Chicago, Illinois 60649 (312) 287-**

**Victoria Snow, Director, 7609 S. Euclid Avenue, Chicago, Illinois 60649 (312) 287-**

**Cassandra Foster Gregory, Youth Development Specialist, 6714 S. Lafayette, Chicago, IL (773) 406-██████████**  
**Cynthia Rashid, Youth Development Specialist, 347 East 81st Street, Apt. 2 Chicago, Illinois 60619 (773) 397-██████████**  
**Kourtnee Palamore, Trainer/Facilitator, 4712 S. Drexel Blvd, Chicago, IL 60615**  
**Keisha Powe, Trainer /Facilitator, 7549 Van Buren Hammond, IN. 46324**  
**Natalie Graves, Mental Health Professional, 8420 S. Wood St. Chicago, Illinois 60620 (773) 294-██████████**

**See attached Board of Director's contact list.**

3. The names and contact information of all individuals authorized to make disbursements from BCFS funds at any point from January 1, 2007 and the present date. This request includes, but not limited to, individuals making payments for utilities and any debts owed by BCFS.

**Delphine F. Rankin – 691 Madisen Lane, University Park, Illinois 6048**  
**Carolyn Rush – 3518 South Calumet, Chicago, Illinois**

4. Documents identifying business structure of BCFS from January 1, 2007 to the present date.

**See attached Articles of Incorporation**

5. Documents identifying federal and state designation of BCFS from January 1, 2007 to the present date.

**See attached IRS-501 C3 Letter**

6. The names and contact information of any entity affiliated with BCFS at any point between January 1, 2007 and the present date. This request includes, but not limited to, entities where BCFS shares common property owners, officers, and directors.

**N/A**

7. All documents regarding any compensation paid by BCFS to Representative Bobby Rush or any member of his family from January 1, 2007 to the present date. This request includes, but not limited to, copies of W-2 forms, W-4 forms, or 1099.

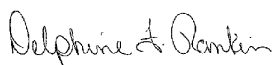
**Representative Rush nor any member of his family has ever received compensation from BCFS at any point from January 1, 2007 to the present date.**

8. All files, records, notes, communications, and any other documents that concern any contributions from Citizens for Rush congressional campaign committee to BCFS, or any affiliated entity of BCFS, from January 1, 2007 to the present date.

**BCFS received a contribution from Citizens for Rush in the amount of \$2100 in July 2013. See attached bank deposit.**

If you have any additional questions, feel free to contact me at (773) 488-██████████ or by email at ██████████@belovedfamily.org

Sincerely,



Delphine F. Rankin  
Executive Director

Enclosure

# **EXHIBIT 19**

BELOVED COMMUNITY FAMILY  
 SERVICES INC PAYROLL ACCOUNT  
 6430 S HARVARD AVE  
 CHICAGO IL 60621



30-0  
 5  
 25

NON PROFIT CHECKING ACCOUNT

MINIMUM BALANCE 343.05  
 LAST STATEMENT 06/28/13 4,620.03  
 6 CREDITS 16,083.82  
 29 DEBITS 18,599.00  
 THIS STATEMENT 07/31/13 2,104.85

DEPOSITS					
REF #	DATE	AMOUNT	REF #	DATE	AMOUNT
	07/01	3,158.60		07/19	4,814.00
	07/18	4,141.09		07/23	2,100.00
				07/23	1,080.00

OTHER DEBITS			
DESCRIPTION	DATE	AMOUNT	
BELOVED COMMUNIT BILLING	07/03	112.43	
AT Payment 017847004MYW9V	07/22	366.19	
Services Administrative \	07/23	78.78	

\*\*\* CONTINUED \*\*\*

Customer Service Telephone: 800.905.7725