

FEDERAL BUREAU OF INVESTIGATION

FOI/PA

DELETED PAGE INFORMATION SHEET

Civil Action No.: 19-cv-1278 / 19-cv-1626

FOIA: 1492006-0; 1432673-0; 1432673-1; 1433273-0

PDF Title:19-cv-1278 Release 41

Total Withheld Pages = 450

Bates Page Reference	Reason for Withholding (i.e., exemptions with coded rationale, duplicate, sealed by order of court, etc.)
FBI(19cv1278) 18460	b5 per DOJ/OIP; b6; b7C
FBI(19cv1278) 18461	b5 per DOJ/OIP; b6; b7C
FBI(19cv1278) 18462	b5 per DOJ/OIP; b6; b7C
FBI(19cv1278) 18466	b5 per DOJ/OIP
FBI(19cv1278) 18467	b5 per DOJ/OIP
FBI(19cv1278) 18468	b5 per DOJ/OIP
FBI(19cv1278) 18469	b5 per DOJ/OIP
FBI(19cv1278) 18470	b5 per DOJ/OIP
FBI(19cv1278) 18471	b5 per DOJ/OIP
FBI(19cv1278) 18472	b5 per DOJ/OIP
FBI(19cv1278) 18473	b5 per DOJ/OIP
FBI(19cv1278) 18474	b5 per DOJ/OIP
FBI(19cv1278) 18475	b5 per DOJ/OIP
FBI(19cv1278) 18476	b5 per DOJ/OIP
FBI(19cv1278) 18477	b5 per DOJ/OIP
FBI(19cv1278) 18478	b5 per DOJ/OIP
FBI(19cv1278) 18479	b5 per DOJ/OIP
FBI(19cv1278) 18483	b6; b7A; b7C
FBI(19cv1278) 18486	b6; b7A; b7C
FBI(19cv1278) 18487	b6; b7A; b7C
FBI(19cv1278) 18488	b6; b7A; b7C
FBI(19cv1278) 18493	b6; b7C
FBI(19cv1278) 18494	b6; b7C
FBI(19cv1278) 18495	b6; b7C
FBI(19cv1278) 18496	b6; b7C
FBI(19cv1278) 18497	b6; b7C
FBI(19cv1278) 18498	b6; b7C
FBI(19cv1278) 18499	b6; b7C
FBI(19cv1278) 18500	b6; b7C
FBI(19cv1278) 18501	b6; b7C
FBI(19cv1278) 18502	b6; b7C
FBI(19cv1278) 18503	b6; b7C
FBI(19cv1278) 18504	b6; b7C
FBI(19cv1278) 18505	b6; b7C

Bates Page Reference	Reason for Withholding (i.e., exemptions with coded rationale, duplicate, sealed by order of court, etc.)
FBI(19cv1278) 18506	b6; b7C
FBI(19cv1278) 18511	b6; b7C
FBI(19cv1278) 18516	b6; b7C
FBI(19cv1278) 18517	b6; b7C
FBI(19cv1278) 18518	b6; b7C
FBI(19cv1278) 18522	b6; b7C
FBI(19cv1278) 18523	b6; b7C
FBI(19cv1278) 18524	b6; b7C
FBI(19cv1278) 18525	b6; b7C
FBI(19cv1278) 18526	b6; b7C
FBI(19cv1278) 18527	b6; b7C
FBI(19cv1278) 18528	b6; b7C
FBI(19cv1278) 18529	b6; b7C
FBI(19cv1278) 18530	b6; b7C
FBI(19cv1278) 18531	b6; b7C
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FBI(19cv1278) 18540	b6; b7C
FBI(19cv1278) 18541	b6; b7C
FBI(19cv1278) 18542	b6; b7C
FBI(19cv1278) 18543	b6; b7C
FBI(19cv1278) 18544	b6; b7C
FBI(19cv1278) 18545	b6; b7C
FBI(19cv1278) 18546	b6; b7C
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Bates Page Reference	Reason for Withholding (i.e., exemptions with coded rationale, duplicate, sealed by order of court, etc.)
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FBI(19cv1278) 18568	b6; b7C
FBI(19cv1278) 18569	b6; b7C
FBI(19cv1278) 18570	b6; b7C
FBI(19cv1278) 18571	b6; b7C
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FBI(19cv1278) 18586	b6; b7C
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Bates Page Reference	Reason for Withholding (i.e., exemptions with coded rationale, duplicate, sealed by order of court, etc.)
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Bates Page Reference	Reason for Withholding (i.e., exemptions with coded rationale, duplicate, sealed by order of court, etc.)
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FBI(19cv1278) 18843	b6; b7C
FBI(19cv1278) 18844	b6; b7C
FBI(19cv1278) 18845	b6; b7C; b7D
FBI(19cv1278) 18846	b6; b7C; b7E
FBI(19cv1278) 18847	b6; b7C
FBI(19cv1278) 18848	b6; b7C; b7E
FBI(19cv1278) 18849	b6; b7C
FBI(19cv1278) 18850	b6; b7C
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Bates Page Reference	Reason for Withholding (i.e., exemptions with coded rationale, duplicate, sealed by order of court, etc.)
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FBI(19cv1278) 18886	Referral/Consult
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FBI(19cv1278) 18925	b5 per DOJ/OIP; b6; b7C
FBI(19cv1278) 18926	b5 per DOJ/OIP; b6; b7C



U.S. Department of Justice
The Special Counsel's Office
Washington, D.C. 20530

June 25, 2018

[REDACTED]
115 1/2 W Morgan St, Raleigh
North Carolina, 27601 27601

b6
b7C

Re: John Mashburn

Dear Counsel:

b6 per DOJ/OIP
b7C per DOJ/OIP

[REDACTED]

With respect to the meeting between the government, Client and yourselves on June 25, 2018, the government will be represented by individuals from the Special Counsel's Office and the Federal Bureau of Investigation. The terms of this letter do not bind any office or component of the U.S. Department of Justice other than those identified in the preceding sentence. The following terms and conditions apply to the meeting:

(1) THIS IS NOT A COOPERATION AGREEMENT [REDACTED]

[REDACTED] the government does not agree to make any motion on Client's behalf or to enter into a cooperation agreement, plea agreement, immunity agreement or non-prosecution agreement with Client. The government makes no representation about the likelihood that any such agreement will be reached in connection with this meeting.

b6 per DOJ/OIP
b7C per DOJ/OIP

(2) Should Client be prosecuted, no statements made by Client during the meeting will be used against Client in the government's case-in-chief at trial or for purposes of sentencing, except as provided below.

(3) The government may use any statement made or information provided by Client, or on Client's behalf, in a prosecution for false statements, perjury, or obstruction of justice, premised on statements or actions during the meeting. The government may also use any such statement or information at sentencing in support of an argument that Client failed to provide truthful or complete information during the meeting, and, accordingly: (a) that under the United States Sentencing Guidelines, Client is not entitled to a downward adjustment for acceptance of responsibility pursuant to Section 3E1.1, or should receive an upward adjustment for obstruction

of justice pursuant to Section 3C1.1; and (b) that Client's conduct at the meeting is a relevant factor under 18 U.S.C. § 3553(a).

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(7) The government reserves the right to argue that neither this agreement nor the meeting constitutes the timely provision of complete information to the government concerning Client's involvement in an offense, within the meaning of Section 3E1.1(b) of the Sentencing Guidelines.

(8) If and when required to do so by a court, the government may disclose to the Probation Office or the court any statements and information provided by Client during the meeting.

(9) The government may disclose the fact of the meeting or the information provided by Client during the meeting to the extent the government determines in its sole discretion that disclosure would be in furtherance of its discharge of its duties and responsibilities or is otherwise required by law. Such disclosure includes disclosure to a local, state, federal, or foreign government office or agency, including but not limited to another prosecutor's office, if the recipient of the information agrees to abide by the relevant terms of this agreement.

(10) The terms and conditions set forth in this agreement extend, if applicable, to the continuation of the meeting on the dates that appear below.

(11) It is understood that this agreement is limited to the statements made by Client at the meeting and does not apply to any oral, written or recorded statements made by Client at any other time.

(12) This document embodies the entirety of the agreement between the government and Client to provide information and evidence. No other promises, agreements or understandings

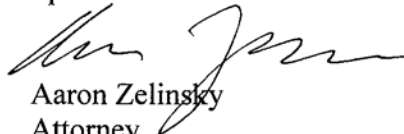
exist between Client and the government regarding Client's provision of information or evidence to the government.

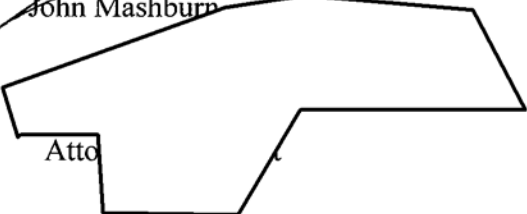
(13) Client and Client's attorney acknowledge that they have read, fully discussed and understand every paragraph and clause in this document and the consequences thereof.

Dated: 6/25/18

At: OSC Conf Rm, Wash. DC

ROBERT S. MUELLER, III
Special Counsel

By: 
Aaron Zelinsky
Attorney
Special Counsel's Office


John Mashburn

Atto

b6
b7C

Dates of Continuation

Initials of counsel, Client and government attorney

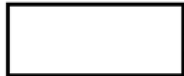
Gammon, Howard & Zeszotarski, PLLC



Attorney at Law



The Water Tower Building
115 ½ West Morgan Street
Raleigh, North Carolina 27601



www.ghz-law.com

b6
b7C



U.S. Department of Justice
The Special Counsel's Office
Washington, D.C. 20530

August 2, 2018

[REDACTED]
115 1/2 West Morgan Street
Raleigh, North Carolina 27601

b6
b7C

Re: John Mashburn

Dear Counsel:

b6 per DOJ/OIP
b7C per DOJ/OIP

[REDACTED]

With respect to the meeting between the government, Client and yourselves on August 2, 2018, and any Grand Jury testimony (hereinafter "the meeting"), the government will be represented by individuals from the Special Counsel's Office and the Federal Bureau of Investigation. The terms of this letter do not bind any office or component of the U.S. Department of Justice other than those identified in the preceding sentence. The following terms and conditions apply to the meeting:

b6 per DOJ/OIP
b7C per DOJ/OIP

(1) THIS IS NOT A COOPERATION AGREEMENT [REDACTED]

[REDACTED] the government does not agree to make any motion on Client's behalf or to enter into a cooperation agreement, plea agreement, immunity agreement or non-prosecution agreement with Client. The government makes no representation about the likelihood that any such agreement will be reached in connection with this meeting.

(2) Should Client be prosecuted, no statements made by Client during the meeting will be used against Client in the government's case-in-chief at trial or for purposes of sentencing, except as provided below.

(3) The government may use any statement made or information provided by Client, or on Client's behalf, in a prosecution for false statements, perjury, or obstruction of justice, premised on statements or actions during the meeting. The government may also use any such statement or information at sentencing in support of an argument that Client failed to provide truthful or complete information during the meeting, and, accordingly: (a) that under the United States Sentencing Guidelines, Client is not entitled to a downward adjustment for acceptance of responsibility pursuant to Section 3E1.1, or should receive an upward adjustment for obstruction

of justice pursuant to Section 3C1.1; and (b) that Client's conduct at the meeting is a relevant factor under 18 U.S.C. § 3553(a).

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(7) The government reserves the right to argue that neither this agreement nor the meeting constitutes the timely provision of complete information to the government concerning Client's involvement in an offense, within the meaning of Section 3E1.1(b) of the Sentencing Guidelines.

(8) If and when required to do so by a court, the government may disclose to the Probation Office or the court any statements and information provided by Client during the meeting.

(9) The government may disclose the fact of the meeting or the information provided by Client during the meeting to the extent the government determines in its sole discretion that disclosure would be in furtherance of its discharge of its duties and responsibilities or is otherwise required by law. Such disclosure includes disclosure to a local, state, federal, or foreign government office or agency, including but not limited to another prosecutor's office, if the recipient of the information agrees to abide by the relevant terms of this agreement.

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(12) This document embodies the entirety of the agreement between the government and Client to provide information and evidence. No other promises, agreements or understandings

exist between Client and the government regarding Client's provision of information or evidence to the government.

(13) Client and Client's attorney acknowledge that they have read, fully discussed and understand every paragraph and clause in this document and the consequences thereof.

Dated: 8/2/2019

At: Washington DC

ROBERT S. MUELLER, III
Special Counsel

By: 
Aaron Zelinsky
Attorney
Special Counsel's Office


John Mashburn

Attor Client

b6
b7c

Dates of Continuation

Initials of counsel, Client and government attorney



U.S. Department of Justice
The Special Counsel's Office
Washington, D.C. 20530

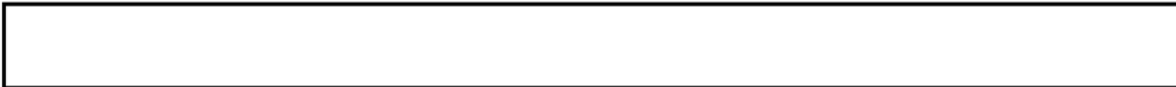
February 9, 2018



b6
b7C

Re: Richard Burt

Dear Counsel:



b6 per DOJ/OIP
b7C per DOJ/OIP

With respect to the meeting between the government, Client and yourselves on February 9, 2018 (hereinafter "the meeting"), the government will be represented by individuals from the Special Counsel's Office and the Federal Bureau of Investigation. The terms of this letter do not bind any office or component of the U.S. Department of Justice other than those identified in the preceding sentence. The following terms and conditions apply to the meeting:

(1) THIS IS NOT A COOPERATION AGREEMENT

[REDACTED]
[REDACTED] the government does not agree to make any motion on Client's behalf or to enter into a cooperation agreement, plea agreement, immunity agreement or non-prosecution agreement with Client. The government makes no representation about the likelihood that any such agreement will be reached in connection with this meeting.

b6 per DOJ/OIP
b7C per DOJ/OIP

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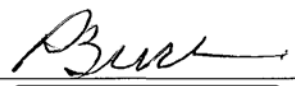
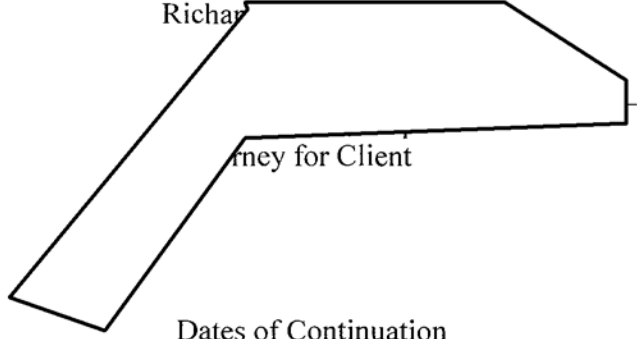
(13) Client and Client's attorney acknowledge that they have read, fully discussed and understand every paragraph and clause in this document and the consequences thereof.

Dated: 2/9/2018

At: Washington DC

ROBERT S. MUELLER, III
Special Counsel

By: 
Aaron Zelinsky
Attorney
Special Counsel's Office


Richard

Attorney for Client

Dates of Continuation

Initials of counsel, Client and government attorney

b6
b7C

From: [REDACTED]
To: [REDACTED]
Subject: [REDACTED]
Date: Wednesday, February 14, 2018 10:36:54 PM

From Luft. Nothing jumps out to me.

Sent from my iPhone

Begin forwarded message:

From: [REDACTED]
To: "ASIZ" [REDACTED]
Subject: RE: Notes

Sorry, it was a little more technologically challenging than I anticipated. The picture is attached.

[REDACTED]

From: ASIZ [REDACTED]
Sent: Wednesday, February 14, 2018 1:08 PM
To: [REDACTED]
Subject: RE: Notes

[REDACTED]

Any word on this?

Thanks,
Aaron

From: ASIZ
Sent: Tuesday, February 13, 2018 1:52 PM
To: [REDACTED]
Subject: RE: Notes

Sorry for the miscommunication. Assuming that page of notes is all that she has from the Kislyak meeting, a photo should suffice.
Thanks,
Aaron

From: [REDACTED]
Sent: Tuesday, February 13, 2018 1:42 PM
To: ASIZ [REDACTED]
Subject: RE: Notes

Aaron,

We seem to have had a miscommunication – I was waiting to hear from you. What I have available is actually a photo of her one page of notes. If that form is acceptable, I can get it to you today by email.

[REDACTED]

From: ASIZ [REDACTED]
Sent: Tuesday, February 13, 2018 11:48 AM
To: [REDACTED]
Subject: Notes

Dear [REDACTED]

Ms. Luft had indicated she would provide notes from the Kislyak meeting. I wanted to make sure I had not missed them.

Thanks,
Aaron

b6
b7C

b6
b7C

b6
b7C

b6
b7C

b6
b7C

b6
b7C

Russian AMB

850

- SA 300 - Defensive weapons
- Aircraft - 4 mixed aircraft w/o passengers
- want good neighbors
 - not full

Nato-Russia Founding Act

- limited US troops in Nat countries
- not to commit substantial forces in countries beyond Nato at that time

Ukraine - Minsk agreement needs to be implemented



U.S. Department of Justice
The Special Counsel's Office
Washington, D.C. 20530

August 15, 2018

[REDACTED]
Re: [REDACTED]

b6
b7C

Dear Counsel:

[REDACTED]
[REDACTED]
b6 per DOJ/OIP
b7C per DOJ/OIP

With respect to the meeting between the government, Client and yourselves on August 15, 2018 and any Grand Jury testimony (hereinafter "the meeting"), the government will be represented by individuals from the Special Counsel's Office and the Federal Bureau of Investigation. The terms of this letter do not bind any office or component of the U.S. Department of Justice other than those identified in the preceding sentence. The following terms and conditions apply to the meeting:

(1) THIS IS NOT A COOPERATION AGREEMENT [REDACTED]

b6 per DOJ/OIP
b7C per DOJ/OIP

[REDACTED] the government does not agree to make any motion on Client's behalf or to enter into a cooperation agreement, plea agreement, immunity agreement or non-prosecution agreement with Client. The government makes no representation about the likelihood that any such agreement will be reached in connection with this meeting.

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(13) Client and Client's attorney acknowledge that they have read, fully discussed and understand every paragraph and clause in this document and the consequences thereof.

Dated: August 15, 2018

At: Washington DC

ROBERT S. MUELLER, III
Special Counsel

By: 
Aaron Zelinsky
Attorney
Special Counsel's Office



Attorney for Client

b6
b7C

Dates of Continuation

Initials of counsel, Client and government attorney

UNCLASSIFIED//~~FOUO~~

Physical 1A/1C Cover Sheet for Serial Export

Created From:

Package:

Stored Location:

None

Summary:

(U//~~FOUO~~) Show Documents

Acquired By:

Acquired On:

2018-08-15

Attachment:

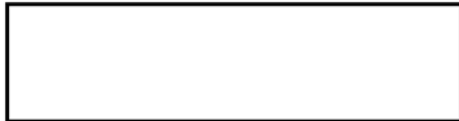
(U//~~FOUO~~) Show Documents

b6
b7C
b7E

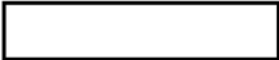


U.S. Department of Justice
The Special Counsel's Office
Washington, D.C. 20530

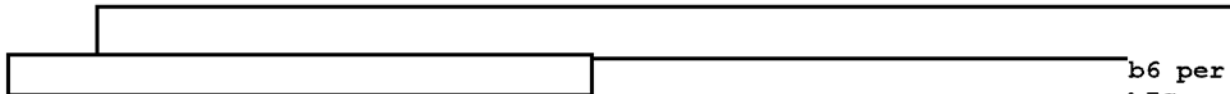
August 23, 2018



b6
b7C

Re: 

Dear Counsel:

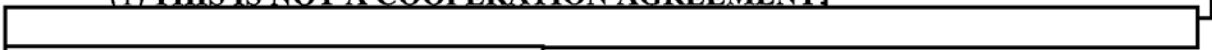


b6 per DOJ/OIP
b7C per DOJ/OIP

With respect to the meeting between the government, Client and yourselves on August 24, 2018, including any testimony before the Grand Jury (hereinafter "the meeting"), the government will be represented by individuals from the Special Counsel's Office and the Federal Bureau of Investigation. The terms of this letter do not bind any office or component of the U.S. Department of Justice other than those identified in the preceding sentence. The following terms and conditions apply to the meeting:

b6 per DOJ/OIP
b7C per DOJ/OIP

(1) THIS IS NOT A COOPERATION AGREEMENT.


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(13) Client and Client's attorney acknowledge that they have read, fully discussed and understand every paragraph and clause in this document and the consequences thereof.

Dated: 8/24/2018

At: Washington DC

ROBERT S. MUELLER, III
Special Counsel

By: Aaron Zelinsky 
Attorney
Special Counsel's Office

b6
b7C

UNCLASSIFIED

Physical 1A/1C Cover Sheet for Serial Export

Created From:

Package:

Stored Location:

None

Summary:

(U)

Interview notes, proffer
agreement,

b3
b6
b7C
b7E
b7A

Acquired By:

Acquired On:

2018-08-24

Attachment:

(U)

Message

From:

Sent:

9/28/2017 1:54:16 PM

To:

Subject:

Re: Cohen

b6
b7C

I know but it should reflect what the deal is.

Sent from my iPhone

On Sep 28, 2017, at 1:53 PM, [REDACTED] wrote:

The attached was a document between Michael [REDACTED] We are not a party to it.

b6
b7C

From:

Sent: Thursday, September 28, 2017 1:51 PM

To:

Subject: Re: Cohen

I thought it was a new loan?

Sent from my iPhone

On Sep 28, 2017, at 1:46 PM, [REDACTED] wrote:

Attached is the document between the entities of Michael Cohen [REDACTED]
that Michael is calling their contract. It actually is called a term sheet.

b6
b7C

From:

Sent: Thursday, September 28, 2017 1:34 PM

To:

Cc:

Subject: Cohen

Please see attached

<T_20170928_120718.pdf>

Message

From:

Sent:

9/28/2017 1:54:45 PM

To:

Subject:

Re: Cohen

b6
b7C

Call me when you can.

Sent from my iPhone

On Sep 28, 2017, at 1:53 PM, [REDACTED] wrote:

The attached was a document between Michael [REDACTED] We are not a party to it.

From:

Sent: Thursday, September 28, 2017 1:51 PM

To:

Subject: Re: Cohen

I thought it was a new loan?

Sent from my iPhone

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b6
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From:

Sent: Thursday, September 28, 2017 1:34 PM

To:

Cc:

Subject: Cohen

Please see attached

<T_20170928_120718.pdf>

Message

From:

[REDACTED]

t:

9/28/2017 1:46:54 PM

[REDACTED]

Subject: FW: Cohen

Attachments: T_20170928_120718.pdf

Attached is the document between the entities of Michael Cohen [REDACTED] that Michael is calling their contract. It actually is called a term sheet.

b6
b7c

From:

[REDACTED]

Sent: Thursday, September 28, 2017 1:34 PM

To:

[REDACTED]

Cc:

Subject: Cohen

Please see attached

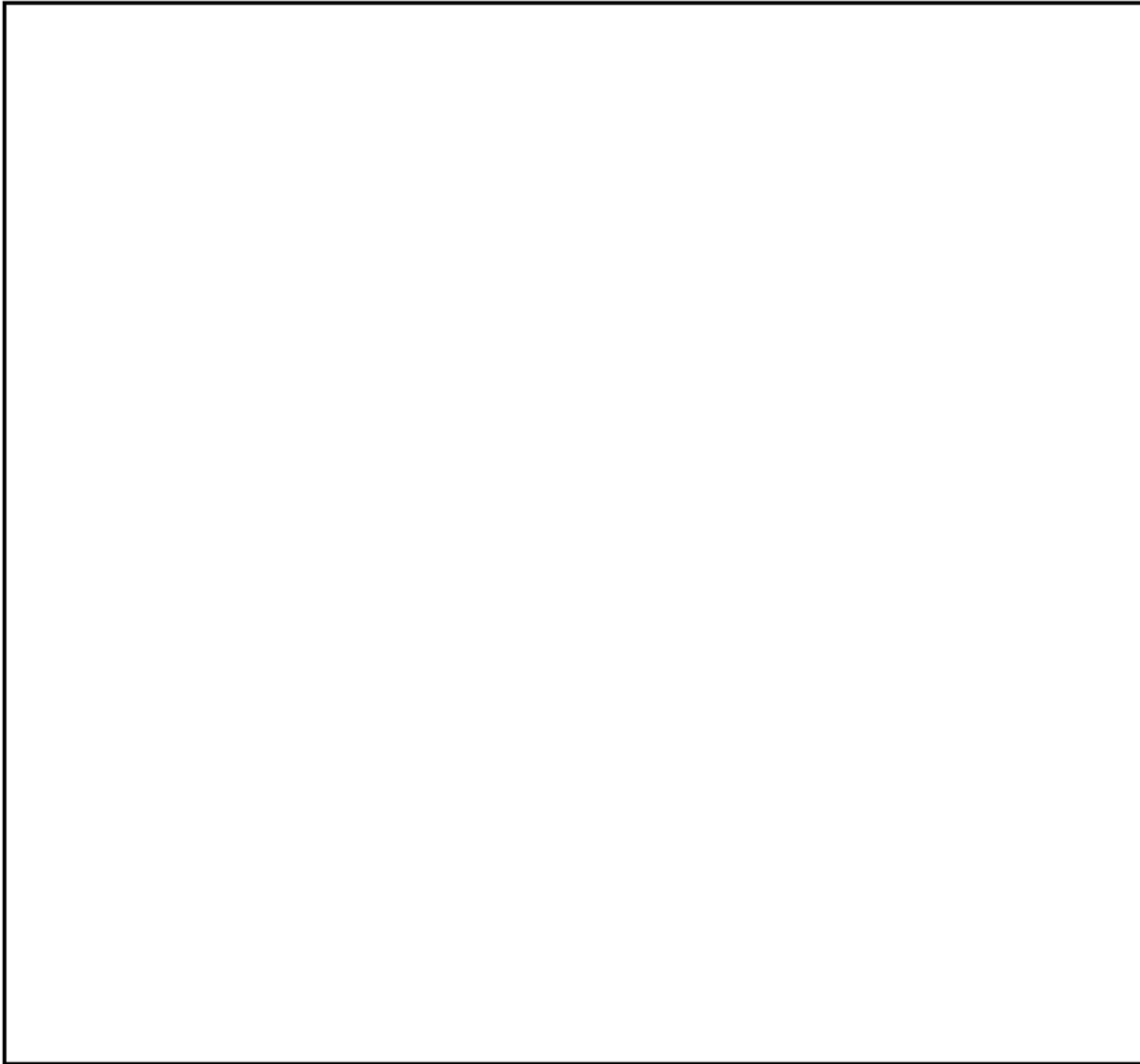
MICHAEL COHEN



September , 2017



Re: Purchase of  NYC Taxi Medallion Corporations



b6
b7C

Message

From:

[REDACTED]

Date:

10/11/2017 1:09:02 PM

To:

CC:

[REDACTED]

Subject: IMPORTANT-Melrose Info Request

Attachments: image001.jpg; ATT00001.htm; 20171011115346232.pdf; ATT00002.htm

[REDACTED]

b6
b7C

As promised, attached you will find an updated PFS for Michael Cohen, [REDACTED]

[REDACTED]

After you have had a chance to review, please give me a call to discuss. If there is other information that you need, we will try to get that to you as well.

I look forward to hearing from you.

Best regards,

[REDACTED]

Sent from my iPad

b6
b7C

Begin forwarded message:

From:

[REDACTED]

Date: October 11, 2017 at 11:50:58 AM EDT

To:

[REDACTED]

Cc:

Subject: FW: IMPORTANT-Melrose Info Request

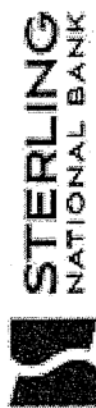
[REDACTED]

Please see revised package attached.

Regards,

[REDACTED]

Commercial Real Estate



[redacted]
New York, NY 10018
[redacted]

b6
b7C

From: [redacted]
Sent: Wednesday, October 11, 2017 10:59 AM
To: [redacted]
Subject: FW: IMPORTANT-Melrose Info Request

From: [redacted]
Sent: Wednesday, October 11, 2017 9:40 AM
To: [redacted]
Cc: [redacted]
Subject: IMPORTANT-Melrose Info Request

[redacted]
[redacted]
[redacted] and Cohen most up-to-date PFS.

b6
b7C

This will be sent to Melrose. I would like to send it to them today so if you could have your Team pull it together.

Thank you,

[redacted]
Sent from my iPad



STERLING
NATIONAL BANK

Credit Offering Memorandum "COM"

Date: 10/4/2017

b6
b7C

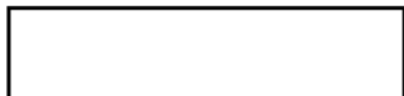
Source

Michael Cohen



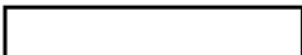
U.S. Department of Justice
The Special Counsel's Office
Washington, D.C. 20530

August 7, 2018

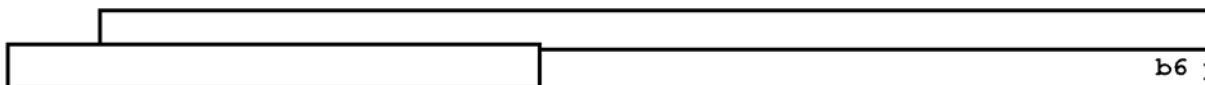


b6
b7C

Re:



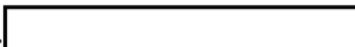
Dear Counsel:



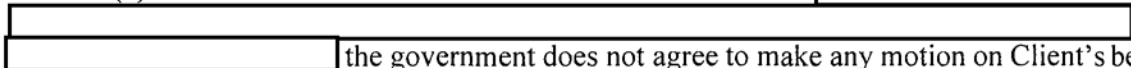
b6 per DOJ/OIP
b7C per DOJ/OIP

With respect to the meeting between the government, Client and yourselves on August 7, 2018 (hereinafter "the meeting"), the government will be represented by individuals from the Special Counsel's Office and the Federal Bureau of Investigation. The terms of this letter do not bind any office or component of the U.S. Department of Justice other than those identified in the preceding sentence. The following terms and conditions apply to the meeting:

(1) **THIS IS NOT A COOPERATION AGREEMENT.**



b6 per DOJ/OIP
b7C per DOJ/OIP



the government does not agree to make any motion on Client's behalf or to enter into a cooperation agreement, plea agreement, immunity agreement or non-prosecution agreement with Client. The government makes no representation about the likelihood that any such agreement will be reached in connection with this meeting.

(2) Should Client be prosecuted, no statements made by Client during the meeting will be used against Client in the government's case-in-chief at trial or for purposes of sentencing, except as provided below.

(3) The government may use any statement made or information provided by Client, or on Client's behalf, in a prosecution for false statements, perjury, or obstruction of justice, premised on statements or actions during the meeting. The government may also use any such statement or information at sentencing in support of an argument that Client failed to provide truthful or complete information during the meeting, and, accordingly: (a) that under the United States Sentencing Guidelines, Client is not entitled to a downward adjustment for acceptance of responsibility pursuant to Section 3E1.1, or should receive an upward adjustment for obstruction

of justice pursuant to Section 3C1.1; and (b) that Client's conduct at the meeting is a relevant factor under 18 U.S.C. § 3553(a).

(4) The government may make derivative use of any statements made or other information provided by Client during the meeting. Therefore, the government may pursue any investigative leads obtained directly or indirectly from such statements and information and may use the evidence or information subsequently obtained therefrom against Client in any manner and in any proceeding.

(5) In any proceeding, including sentencing, the government may use Client's statements and any information provided by Client during or in connection with the meeting to cross-examine Client, to rebut any evidence or arguments offered on Client's behalf, or to address any issues or questions raised by a court on its own initiative.

(6) Neither this agreement nor the meeting constitutes a plea discussion or an attempt to initiate plea discussions. In the event this agreement or the meeting is later construed to constitute a plea discussion or an attempt to initiate plea discussions, Client knowingly and voluntarily waives any right Client might have under Fed. R. Evid. 410, Fed. R. Crim. P. 11(f), or otherwise, to prohibit the use against Client of statements made or information provided during the meeting.

(7) The government reserves the right to argue that neither this agreement nor the meeting constitutes the timely provision of complete information to the government concerning Client's involvement in an offense, within the meaning of Section 3E1.1(b) of the Sentencing Guidelines.

(8) If and when required to do so by a court, the government may disclose to the Probation Office or the court any statements and information provided by Client during the meeting.

(9) The government may disclose the fact of the meeting or the information provided by Client during the meeting to the extent the government determines in its sole discretion that disclosure would be in furtherance of its discharge of its duties and responsibilities or is otherwise required by law. Such disclosure includes disclosure to a local, state, federal, or foreign government office or agency, including but not limited to another prosecutor's office, if the recipient of the information agrees to abide by the relevant terms of this agreement.

(10) The terms and conditions set forth in this agreement extend, if applicable, to the continuation of the meeting on the dates that appear below.

(11) It is understood that this agreement is limited to the statements made by Client at the meeting and does not apply to any oral, written or recorded statements made by Client at any other time.

(12) This document embodies the entirety of the agreement between the government and Client to provide information and evidence. No other promises, agreements or understandings

exist between Client and the government regarding Client's provision of information or evidence to the government.

(13) Client and Client's attorney acknowledge that they have read, fully discussed and understand every paragraph and clause in this document and the consequences thereof.

Dated: 8/7/2018

At: Washington DC

ROBERT S. MUELLER, III
Special Counsel

By: 
Aaron S.J. Zelensky
Attorney
Special Counsel's Office



Attorney for Client

b6
b7C

Dates of Continuation

Initials of counsel, Client and government attorney

8/8/2017

following up

(WF) (FBI)

following up

[Redacted]

Mon 8/7/2017 6:22 PM

b6
b7C
b7E

To: [Redacted];

C: [Redacted] (LA) (FBI) [Redacted] [Redacted] (WF) (FBI) [Redacted]

This note is to follow up on the brief conversation we had today after I spoke with Agent [Redacted] and [Redacted]. I am writing to clarify that I am supposed [Redacted]

If the agents have any further questions for me, I am in [Redacted] and available by phone Wednesday afternoon say after 230pm.

Also, I should note that, as I said today, [Redacted] [Redacted] [Redacted]
[Redacted] [Redacted] I answered the questions to the best of my recollection. If other things come to mind, I am happy to reach out.

I can be reached at [Redacted]

b3 Per DOJ/OIP
b6
b7C

Best wishes.

FBI (19cv1278)-18576

b7E
1/1

8/8/2017

following up - [redacted] (WF) (FBI)

following up

[redacted] >

Mon 8/7/2017 6:28 PM

To [redacted] (WF) (FBI) [redacted] > [redacted] (LA) (FBI) [redacted] < [redacted] ;

b6
b7C
b7E

It occurred to me that when I mentioned two other people [redacted] I realized later that [redacted] It is *possible* that one of them [redacted] also worked on the ECFMU but my memory might be off on that. [redacted] so I suspect that the ECFMU would have used Podesta's firm for such work.

As mentioned, [redacted]

FBI (19cv1278)-18577

b7E
1/1

[redacted]

8/8/2017

one last item [redacted] (WF) (FBI)

one last item

[redacted]

Mon 8/7/2017 8:08 PM

b6
b7C
b7E

To [redacted] (LA) (FBI) [redacted] [redacted] (WF) (FBI) [redacted];

[redacted]

The fellow is [redacted] Here is information about him:

b6
b7C

[redacted]

Also, I meant to tell you both that when I came to the door, I thought you were Jehovah's Witnesses coming to proselytize me. I opened the door to be polite but thought I could get about my day in a few minutes.

Take care.

FBI (19cv1278)-18578

[redacted]

b7E
1/1

two last items

[REDACTED]

Mon 8/7/2017 6:39 PM

b6
b7C
b7E

To [REDACTED] (LA) (FBI) [REDACTED] [REDACTED] (WF) (FBI) [REDACTED];

- As I said I would, I called [REDACTED] to say she should expect your call. She is one of the [REDACTED] at the firm.
- Also [REDACTED] and worked with [REDACTED] in the signing of the client and, to the best of my recollection, [REDACTED] It is possible that Mercury did public affairs for the ECFMU early on in the relationship. I am not sure if that work lasted for long.

Best wishes.



U.S. Department of Justice
The Special Counsel's Office
Washington, D.C. 20530

August 14, 2018

b6
b7C

Re: [REDACTED]

Dear Counsel:

b6 per DOJ/OIP
b7C per DOJ/OIP

With respect to the meeting between the government, Client and yourselves on August 14, 2018 (hereinafter "the meeting"), the government will be represented by individuals from the Special Counsel's Office and the Federal Bureau of Investigation. The terms of this letter do not bind any office or component of the U.S. Department of Justice other than those identified in the preceding sentence. The following terms and conditions apply to the meeting:

(1) THIS IS NOT A COOPERATION AGREEMENT

b6 per DOJ/OIP
b7C per DOJ/OIP

[REDACTED] the government does not agree to make any motion on Client's behalf or to enter into a cooperation agreement, plea agreement, immunity agreement or non-prosecution agreement with Client. The government makes no representation about the likelihood that any such agreement will be reached in connection with this meeting.

(2) Should Client be prosecuted, no statements made by Client during the meeting will be used against Client in the government's case-in-chief at trial or for purposes of sentencing, except as provided below.

(3) The government may use any statement made or information provided by Client, or on Client's behalf, in a prosecution for false statements, perjury, or obstruction of justice, premised on statements or actions during the meeting. The government may also use any such statement or information at sentencing in support of an argument that Client failed to provide truthful or complete information during the meeting, and, accordingly: (a) that under the United States Sentencing Guidelines, Client is not entitled to a downward adjustment for acceptance of responsibility pursuant to Section 3E1.1, or should receive an upward adjustment for obstruction

of justice pursuant to Section 3C1.1; and (b) that Client's conduct at the meeting is a relevant factor under 18 U.S.C. § 3553(a).

(4) The government may make derivative use of any statements made or other information provided by Client during the meeting. Therefore, the government may pursue any investigative leads obtained directly or indirectly from such statements and information and may use the evidence or information subsequently obtained therefrom against Client in any manner and in any proceeding.

(5) In any proceeding, including sentencing, the government may use Client's statements and any information provided by Client during or in connection with the meeting to cross-examine Client, to rebut any evidence or arguments offered on Client's behalf, or to address any issues or questions raised by a court on its own initiative.

(6) Neither this agreement nor the meeting constitutes a plea discussion or an attempt to initiate plea discussions. In the event this agreement or the meeting is later construed to constitute a plea discussion or an attempt to initiate plea discussions, Client knowingly and voluntarily waives any right Client might have under Fed. R. Evid. 410, Fed. R. Crim. P. 11(f), or otherwise, to prohibit the use against Client of statements made or information provided during the meeting.

(7) The government reserves the right to argue that neither this agreement nor the meeting constitutes the timely provision of complete information to the government concerning Client's involvement in an offense, within the meaning of Section 3E1.1(b) of the Sentencing Guidelines.

(8) If and when required to do so by a court, the government may disclose to the Probation Office or the court any statements and information provided by Client during the meeting.

(9) The government may disclose the fact of the meeting or the information provided by Client during the meeting to the extent the government determines in its sole discretion that disclosure would be in furtherance of its discharge of its duties and responsibilities or is otherwise required by law. Such disclosure includes disclosure to a local, state, federal, or foreign government office or agency, including but not limited to another prosecutor's office, if the recipient of the information agrees to abide by the relevant terms of this agreement.

(10) The terms and conditions set forth in this agreement extend, if applicable, to the continuation of the meeting on the dates that appear below.

(11) It is understood that this agreement is limited to the statements made by Client at the meeting and does not apply to any oral, written or recorded statements made by Client at any other time.

(12) This document embodies the entirety of the agreement between the government and Client to provide information and evidence. No other promises, agreements or understandings

exist between Client and the government regarding Client's provision of information or evidence to the government.

(13) Client and Client's attorney acknowledge that they have read, fully discussed and understand every paragraph and clause in this document and the consequences thereof.

Dated: 8/14/2018

At: Washington, DC

ROBERT S. MUELLER, III
Special Counsel

By: 
Aaron S.J. Zelinsky
Attorney
Special Counsel's Office

b6
b7C

Dates of Continuation

11/11/2018

11/15/2018

Initials of counsel, Client and government attorney

AZ

AZ

From: [redacted]
To: [redacted]
Subject: Re: H [redacted]
Date: Thursday, May 10, 2018 11:00:11 PM

b6
b7C
b7E

[redacted]

You are welcome. Please find the names and contact info of my immediate council.

[redacted]

[redacted]

b6
b7C

They have instructed me to kindly have you contact them.

Thank you

[redacted]

On Thu, May 10, 2018 at 3:46 PM, [redacted] wrote:

[redacted]

Thank you for letting me know. Please send me the name and contact information for your attorney as soon as you have it.

Thank you

[redacted]

Special Agent, FBI

Sent from my iPhone

On May 10, 2018, at 5:54 PM, [redacted] wrote:

[redacted]

I have just been advised that perhaps I should have some type of council present during this meeting.

24-hours is a very short notice to be able to find someone.

For the time, I am going to have to postpone our meeting.

Will circle back with an update shortly.

b6
b7C
b7E

Thank you for your understanding.

[redacted]

b6
b7C
b7E

On Thu, May 10, 2018 at 12:59 PM, [redacted] wrote:

[redacted]

Thank you for setting that up. I'll see you there tomorrow.

I'll let you know if I have any delays with travel.

[redacted]

Special Agent, FBI

b6
b7C
b7E

From: [redacted]

Sent: Thursday, May 10, 2018 3:44 PM

To: [redacted]

Subject: Hi [redacted]

Nice to speak with you on the phone.

Let's meet at the [redacted] in the [redacted] area just
[redacted] of [redacted]

b6
b7C

I blocked 2-4 PM.

Travel safe.

[Redacted]

b6
b7C

[Redacted]

--
[Redacted]
[Redacted]

[Redacted]

b6
b7C

--
[Redacted]
[Redacted]

[Redacted]

b6
b7C





U.S. Department of Justice
The Special Counsel's Office
Washington, D.C. 20530

May 31, 2018

[redacted] Esq.
[redacted]
[redacted]

Re: [redacted]

b6 per DOJ/OIP
b7C per DOJ/OIP

Dear Counsel:

[redacted]
[redacted]

With respect to the meeting between the government, Client and yourselves on May 31, 2018 (hereinafter "the meeting"), the government will be represented by individuals from the Special Counsel's Office and the Federal Bureau of Investigation. The terms of this letter do not bind any office or component of the U.S. Department of Justice other than those identified in the preceding sentence. The following terms and conditions apply to the meeting:

(1) THIS IS NOT A COOPERATION AGREEMENT

b6 per DOJ/OIP
b7C per DOJ/OIP

[redacted]
[redacted] the government does not agree to make any motion on Client's behalf or to enter into a cooperation agreement, plea agreement, immunity agreement or non-prosecution agreement with Client. The government makes no representation about the likelihood that any such agreement will be reached in connection with this meeting.

(2) Should Client be prosecuted, no statements made by Client during the meeting will be used against Client in the government's case-in-chief at trial or for purposes of sentencing, except as provided below.

(3) The government may use any statement made or information provided by Client, or on Client's behalf, in a prosecution for false statements, perjury, or obstruction of justice, premised on statements or actions during the meeting. The government may also use any such statement or information at sentencing in support of an argument that Client failed to provide truthful or complete information during the meeting, and, accordingly: (a) that under the United States Sentencing Guidelines, Client is not entitled to a downward adjustment for acceptance of responsibility pursuant to Section 3E1.1, or should receive an upward adjustment for obstruction

of justice pursuant to Section 3C1.1; and (b) that Client's conduct at the meeting is a relevant factor under 18 U.S.C. § 3553(a).

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(5) In any proceeding, including sentencing, the government may use Client's statements and any information provided by Client during or in connection with the meeting to cross-examine Client, to rebut any evidence or arguments offered on Client's behalf, or to address any issues or questions raised by a court on its own initiative.

(6) Neither this agreement nor the meeting constitutes a plea discussion or an attempt to initiate plea discussions. In the event this agreement or the meeting is later construed to constitute a plea discussion or an attempt to initiate plea discussions, Client knowingly and voluntarily waives any right Client might have under Fed. R. Evid. 410, Fed. R. Crim. P. 11(f), or otherwise, to prohibit the use against Client of statements made or information provided during the meeting.

(7) The government reserves the right to argue that neither this agreement nor the meeting constitutes the timely provision of complete information to the government concerning Client's involvement in an offense, within the meaning of Section 3E1.1(b) of the Sentencing Guidelines.

(8) If and when required to do so by a court, the government may disclose to the Probation Office or the court any statements and information provided by Client during the meeting.

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(10) The terms and conditions set forth in this agreement extend, if applicable, to the continuation of the meeting on the dates that appear below.

(11) It is understood that this agreement is limited to the statements made by Client at the meeting and does not apply to any oral, written or recorded statements made by Client at any other time.

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exist between Client and the government regarding Client's provision of information or evidence to the government.

(13) Client and Client's attorney acknowledge that they have read, fully discussed and understand every paragraph and clause in this document and the consequences thereof.

Dated: 5/31/2018

At: Washington DC

ROBERT S. MUELLER, III
Special Counsel

By: 
Aaron Zelinsky
Attorney
Special Counsel's Office



Esq.

Attorney for Client

b6
b7C

Dates of Continuation

Initials of counsel, Client and government attorney



U.S. Department of Justice

The Special Counsel's Office

Washington, D.C. 20530

September 26, 2017

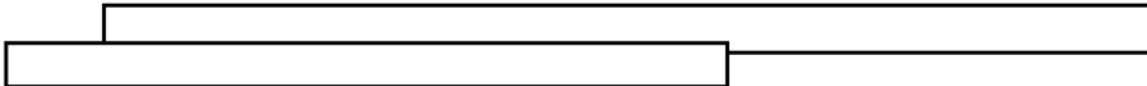


b6
b7C

Re:



Dear Counsel:



b6 per DOJ/OIP
b7C per DOJ/OIP

With respect to the meeting between the government, Client and yourself on September 26, 2017, (hereinafter "the meeting"), the government will be represented by individuals from the U.S. Department of Justice, Special Counsel's Office and the Federal Bureau of Investigation. The terms of this letter do not bind any office or component of the U.S. Department of Justice other than those identified in the preceding sentence. The following terms and conditions apply to the meeting:

(1) THIS IS NOT A COOPERATION AGREEMENT.

b6 per DOJ/OIP
b7C per DOJ/OIP

[redacted] the government does not agree to make any motion on Client's behalf or to enter into a cooperation agreement, plea agreement, immunity agreement or non-prosecution agreement with Client. The government makes no representation about the likelihood that any such agreement will be reached in connection with this meeting.

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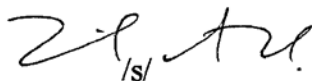
(12) This document embodies the entirety of the agreement between the government and Client to provide information and evidence. No other promises, agreements or understandings exist between Client and the government regarding Client's provision of information or evidence to the government.

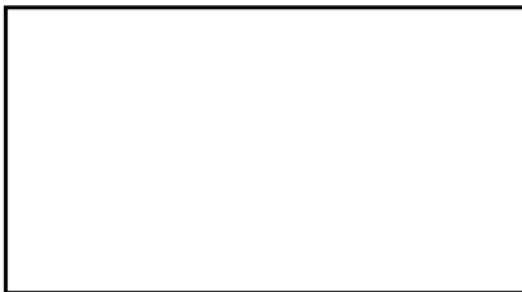
(13) Client and Client's attorney acknowledge that they have read, fully discussed and understand every paragraph and clause in this document and the consequences thereof.

Dated: September 26, 2017

At: Washington DC -

ROBERT S. MUELLER, III
Special Counsel

By: 
Zainab Ahmad
Senior Assistant Special Counsel
The Special Counsel's Office



Attorney for Client

b6
b7C

Dates of Continuation

Initials of counsel, Client and government attorney

b6
b7C
b7E

Wed 11/15/2017 4:11 PM

To: [REDACTED]

From: Rick Gates [REDACTED]

Sent: [REDACTED]

To: [REDACTED]

Subject: [REDACTED]

Regards,
Rick Gates

FBI (19cv1278)-18887

11/16/2017

b7E

[REDACTED]

[REDACTED]

[REDACTED]

Wed 11/15/2017 4:12 PM

b6
b7C
b7E

To: [REDACTED]

From: Rick Gates [REDACTED]

Sent: [REDACTED]

To: [REDACTED]

Subject: [REDACTED]

[REDACTED]

Rick

