

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA,
U.S. Attorney's Office
555 Fourth Street, NW
Washington, DC 20530

Plaintiff,

V.

JOHN R. BOLTON,
9107 Fernwood Rd.
Bethesda, MD 20817

Defendant,

Civil Action No.

COMPLAINT

INTRODUCTION

1. This is a civil action by the United States to prevent Defendant John R. Bolton, a former National Security Advisor, from compromising national security by publishing a book containing classified information—in clear breach of agreements he signed as a condition of his employment and as a condition of gaining access to highly classified information and in clear breach of the trust placed within him by the United States Government. From April 2018 to September 2019, Defendant served as the Assistant to the President for National Security Affairs, the National Security Advisor to the President, a high-level role in which he regularly came into possession of some of the most sensitive classified information that exists in the U.S. government. Within two months of his departure from government service, Defendant had negotiated a book deal allegedly worth about \$2 million and had drafted a 500-plus page manuscript rife with classified information, which he proposed to release to the world. But in light of agreements he signed obligating him to submit any manuscript to the government for pre-publication review, Defendant sent the book to the National Security Council (“NSC”), which quickly identified

significant quantities of classified information that it asked Defendant to remove. An iterative process between NSC Staff and Defendant then began, as required by the binding agreements he signed, with changes to the book and other information being securely passed between Defendant and NSC staff. Soon, though, Defendant apparently became dissatisfied at the pace of NSC's review. Rather than wait for the process to conclude, Defendant decided to take matters into his own hands. On June 7, 2020, without Defendant giving any prior notice to the NSC, press reports revealed that Defendant and his publisher had resolved to release the book on June 23, without completing the pre-publication review process. Subsequent correspondence with Defendant's attorney confirmed that public reporting. Simply put, Defendant struck a bargain with the United States as a condition of his employment in one of the most sensitive and important national security positions in the United States Government and now wants to renege on that bargain by unilaterally deciding that the prepublication review process is complete and deciding for himself whether classified information should be made public.

2. The United States seeks an order requiring Defendant to abide by his contractual and fiduciary duties to complete the prepublication review process and not disclose classified information without written authorization, thereby protecting the national security of the United States. Because that prepublication review process is ongoing, the United States also seeks an order directing Defendant to specifically perform his contractual obligations by taking all actions within his power to stop the publication and dissemination of his book as currently drafted. The United States is not seeking to censor any legitimate aspect of Defendant's manuscript; it merely seeks an order requiring Defendant to complete the prepublication review process and to take all steps necessary to ensure that only a manuscript that has been officially authorized through that process—and is thus free of classified information—is disseminated publicly. Given that

Defendant has already taken steps to disclose or publish the manuscript to unauthorized persons without prior written authorization, the United States also seeks an order establishing a constructive trust on any profits obtained from the disclosure or dissemination of *The Room Where it Happened*, particularly if Defendant refuses to complete the prepublication review process and obtain the required prior written authorization before proceeding with publishing the book.

JURISDICTION AND VENUE

3. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1345.

4. Venue is proper in the District of Columbia pursuant to 28 U.S.C. § 1391(b)(2) because the District of Columbia is the judicial district in which the White House and National Security Council is located; in which the NSC performs prepublication reviews; and in which Defendant signed several of his secrecy agreements and exit forms.

PARTIES

5. Plaintiff is the United States of America (hereafter “United States” or “Government”).

6. Defendant is a United States citizen and resident of Maryland who served as United States National Security Advisor in 2018 and 2019. Defendant is an attorney who received his J.D. from Yale Law School in 1974. Defendant previously served through a recess appointment as United States Ambassador to the United Nations in 2005 and 2006, as Under Secretary of State for Arms Control and International Security Affairs from 2001 to 2005, as Assistant Secretary of State for International Organization Affairs from 1989 to 1993, and as Assistant Attorney General in the United States Department of Justice from 1985 to 1989.

Factual Allegations

The Responsibilities of the National Security Council and National Security Advisor to the President With Respect to National Security

7. The National Security Advisor, formally known as the Assistant to the President for National Security Affairs, is an advisor to the President of the United States who serves as part of the Executive Office of the President (“EOP”). The National Security Advisor is, apart from the President, the principal leader of the National Security Council, and is appointed to his position by the President without confirmation by the United States Senate. The National Security Advisor frequently leads Principals meetings that require Sensitive Compartmented Information (“SCI”)¹ clearance to attend and generally discuss or concern the latest SCI-derived intelligence. These meetings often, and the National Security Advisor’s role generally, concern activities that produce or relate to SCI.

8. The National Security Council is the President’s principal forum for considering national security and foreign policy matters with his senior national security advisors and Cabinet officials. *See* National Security Presidential Memorandum (“NSPM”)-4 (Apr. 4, 2017). The NSC’s function is to advise and assist the President on national security policies and to serve as the President’s arm for coordinating these policies among various government agencies. The NSC was established by the National Security Act of 1947, 61 Stat. 496; 50 U.S.C. § 402, as amended by the National Security Act Amendments of 1949, 63 Stat. 579; 50 U.S.C. § 401 *et seq.*). Its current constitution and functions are set forth in detail in NSPM-4. The NSC is contained within the EOP.

¹ Sensitive Compartmented Information is a subset of Classified National Intelligence concerning or derived from intelligence sources, methods or analytical processes that is required to be protected within formal access control systems established by the Director of National Intelligence.

Defendant's Employment and Secrecy Agreements With the United States

9. Defendant was appointed as the National Security Advisor and served in that position from April 9, 2018, until September 10, 2019.

10. As a condition of his appointment and to permit him access to classified information, Defendant entered into and signed a Classified Information Nondisclosure Agreement, titled a Standard Form 312 ("SF 312"). Defendant also entered into and signed two Sensitive Compartmented Information Nondisclosure Agreements, each titled a Standard Form 4414 ("SF 4414"). As noted in these NDAs, unauthorized disclosure of classified information is also illegal and can result in criminal penalties. *See generally* 18 U.S.C. § 798. These non-disclosure agreements were entered into with the United States and the EOP on April 5, 2018. True and correct copies of these secrecy agreements, redacted to omit relevant personal information, are attached as Exhibit A to the Complaint (hereafter "NDAs").

11. Each of these NDAs was signed by Defendant at the White House located within the District of Columbia. Pursuant to Defendant's position, he generally worked in the White House in the District of Columbia.

12. Defendant, who is an attorney, voluntarily, willingly, and knowingly entered into these NDAs. These NDAs were executed as a condition of his employment and appointment as National Security Advisor and as a condition of him being granted access to classified information and other information, which, if disclosed in an unauthorized manner, would jeopardize intelligence activities of the United States Government.

13. By signing the NDAs, Defendant expressly acknowledged that he understood and accepted that the United States Government was placing "special confidence and trust" in him by granting him access to classified information and sensitive compartmented information. *See* Exh. A, SF 312 ¶ 1; *id.*, SF 4414 ¶ 1.

14. As a condition of employment, and under the terms of the NDAs and his exit forms, Defendant was required never to “divulge classified information to anyone” without having “officially verified that the recipient has been properly authorized by the United States Government to receive it” or having received “prior written notice of authorization from the United States Government” entity responsible for its classification. Exh. A, SF 312 ¶ 3; *see id.*, SF 4414 ¶ 3 (requiring Defendant “never [to] divulge anything marked as SCI or . . . know[n] to be SCI to anyone” without authorization.)

15. Given his role as National Security Advisor, *see supra* ¶ 7, and as a condition of employment, and under the terms of the NDAs, Defendant was required to “submit for security review” to the United States Government “any writing or other preparation in any form, including a work of fiction, that contains or purports to contain any SCI or description of activities that produce or relate to SCI or that [he had] reason to believe are derived from SCI.” Exh. A, SF 4414 ¶ 4. Disclosure of such preparations to anyone without authorized access to SCI is prohibited until “[he has] received written authorization” from the government. *Id.* Likewise, Defendant was required “to confirm from an authorized official that [any other] information is unclassified” before disclosing such information whenever “[he is] uncertain about the classification status.” *Id.*, SF 312, ¶ 3. This prepublication obligation applies both during his employment or other service during which time he had “access to SCI” or “access to classified information,” and “at all times thereafter.” *Id.* SF 312 ¶ 8; *id.* SF 4414 ¶¶ 4, 9.

16. Defendant was required to submit his material for prepublication review “prior to discussing [the work] with or showing it to anyone who is not authorized to have access to” the classified or SCI information. Exh. A, SF 4414 ¶ 4; *see id.*, SF 312, ¶ 3.

17. As Defendant acknowledged in the NDAs, the purpose of this prepublication review “is to give the United States a reasonable opportunity to determine whether” SCI itself, the description of activities that produce or relate to SCI, or information “derived from SCI” is contained in the information submitted. Exh. A, SF 4414 ¶ 5. And upon confirmation that such SCI-related information or classified information existed in a submitted work, he agreed not to disclose the work without obtaining written authorization. *See id.* ¶ 4; *see also* SF 312 ¶ 3.

18. Defendant acknowledged and agreed in the NDAs that the obligations undertaken by him in executing the NDAs would remain valid and binding upon him after the termination of his employment with the NSC, unless he obtained a written release. *See* Exh. A, SF 312 ¶ 8; SF 4414 ¶ 9.

19. Defendant also agreed in the NDAs that all classified information acquired by him during the course of his employment was the property of the United States Government, *see* Exh. A, SF 312 ¶ 7; SF 4414 ¶ 8; that there were established procedures for reporting any concerns about unlawful or improper intelligence activities, *id.* SF 312 ¶¶ 10-11; SF 4414 ¶¶ 13-14; and that if he violated any of the terms of the Agreement, the Government “may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.” *Id.* SF 312 ¶ 6; SF 4414 ¶ 7.

20. Defendant also specifically agreed, in addition to any other remedy to which the United States Government may become entitled, to “assign to the United States Government all rights, title, and interest, and all royalties, remunerations and emoluments that have resulted or will result or may result from any disclosure, publication or revelation not consistent with the terms of the” NDAs. SF 4414 ¶ 12; *see* SF 312 ¶ 5.

21. During his employment as National Security Advisor, Defendant was entrusted with classified information and SCI that related to some of the most sensitive matters of national security, including information regarding intelligence sources and methods as well as numerous codeword programs and SCI access. In granting Defendant access to such information, the United States Government relied on the expectation that Defendant would respect the rights and obligations created by the NDAs and his fiduciary duties, including the prepublication review requirement. Upon separating from his position as National Security Advisor, Defendant signed a Memorandum regarding Post-Employment Obligations acknowledging that he understood that he continued to be “prohibited from disclosing any classified or confidential information,” and that he “may not use or disclose nonpublic information”—defined as “information gained by reason of [his] federal employment” and that “has not been made available to the general public,” including information that is “confidential or classified.” A true and correct redacted copy is attached hereto as Exhibit B. Defendant signed this Memorandum on September 13, 2019.

22. Upon separation, Defendant also received a letter from the Legal Advisor to the NSC dated September 10, 2019, reiterating his “continuing obligations and responsibilities to protect all confidential, privileged, and classified information,” specifically noting the “terms of [his] nondisclosure agreements.” A true and correct redacted copy is attached hereto as Exhibit C. The letter emphasized to Defendant that unauthorized disclosure of such information “could cause irreparable injury to the United States or be used to advantage by a foreign nation.” The letter also reminded Defendant that he had “agreed to consult with the United States Government, even after [his] employment, regarding whether information . . . might be classified,” and to “submit for security review . . . any writing or other material in any form that could contain classified information *before* submitting the writing or material *to anyone* without proper authorization.”

Exh. C (emphasis added). The letter added that the United States Government “will take all appropriate steps . . . to ensure compliance” with the NDAs. *Id.*

23. Defendant’s appointment as the National Security Advisor to the President ended in September 2019. Either before or near November 9, 2019, Defendant entered into a book deal with Simon & Schuster, a publisher, for an unknown sum of money—reported in the press to be approximately \$2 million—for the rights to a book he was drafting concerning his time as National Security Advisor.

24. At no time has Defendant received a release from the terms and conditions of his NDAs. At no time has Defendant received “written authorization” as required by the NDAs that disclosure of the book “is permitted.” The opposite is true. Defendant was repeatedly advised in writing that the prepublication review process was ongoing.

The NSC’s Prepublication Review Process

25. The NSC is not an agency of the United States and does not act pursuant to any formal regulations governing its prepublication review process. The NSC’s Records Access and Information Security Management Directorate bears primary responsibility for the classification review of written works submitted to the NSC for the prepublication review process.

26. The Records Access and Information Security Management Directorate is headed by a Senior Director who holds original classification authority. The Senior Director is assisted by a staff who review the submitted written works. Generally, the length of the written work, the amount of and sensitivity of the classified information, and the recency of that information are all factors that influence the duration of the review.

27. Practically speaking, a staff employee of the Records Access and Information Security Management Directorate conducts a first-level review of the submitted work by reviewing the work, the Executive Order, and any relevant classification guide and by conducting research

regarding information that may be classified. After completion, a second-level review is conducted by a more senior member of the Records Access and Information Security Management Directorate, who takes whatever additional steps may be needed to ensure the protection of the classified information.

28. The prepublication review process is iterative, and the Records Access and Information Security Management Directorate makes efforts to work with authors to allow them to publish their work consistent with the vital need to protect the national security of the United States. Sometimes this iterative process can involve numerous communications over months to identify and work with an author regarding the classification of information. The author can provide cites to official releases and other information in an effort to show that information has been officially released and is not classified. In other instances, the staff of the Records Access and Information Security Management Directorate might provide suggested edits and changes.

29. As specified in the NDAs, receipt of formal written notice of authorization is necessary to complete the prepublication process. Upon completion of that process, the staff of the Records Access and Information Security Management Directorate generally advises the submitter of a work *in writing*, either by email or letter, that the NSC's classification concerns have been addressed and that the author is free to publish their work.

Defendant Begins the NSC's Prepublication Review Process But Moves Forward With Publication Without Obtaining Prior Written Authorization After Being Told the Review Process Was Ongoing

30. Ellen Knight, who holds original classification authority under operative Executive Order, is the Senior Director for Records Access and Information Security Management at the NSC. She has held the position since December 18, 2019.

31. On December 30, 2019, Defendant, through his lawyer, contacted Ms. Knight. During the telephone conversation, Defendant's lawyer informed Ms. Knight that Defendant wanted to submit his book for prepublication review to be in compliance with Defendant's non-disclosure agreement and to be cautious. Defendant's lawyer, in apparent possession of the manuscript, made arrangements to submit it by hand delivery on December 30, 2019. Defendant's lawyer included a letter with the manuscript, a copy of which is attached as Exhibit D, which included that lawyer's understanding of the prepublication process, including his (erroneous) understanding that the prepublication review process was restricted to career government officials and employees conducting the review and that the manuscript would not otherwise be disclosed to others. Ms. Knight's office began immediate review of the manuscript. Ms. Knight contacted NSC's Office of the Legal Advisor ("NSC Legal") at various points throughout the prepublication process.

32. On January 6, 2020, Defendant's lawyer telephoned Ms. Knight to inquire about the status of the review. During that call, Ms. Knight explained that her office was in the process of conducting a first review, after which her office would conduct a second review and quality control, and she would provide feedback as soon as possible. Ms. Knight noted that unlike shorter documents, the process for review of a manuscript (which in this case exceeded 500 pages) often involves an iterative back-and-forth. During that call, Ms. Knight also indicated that her office needed to conduct more research because of how close in time the events described were, as compared to more historical writings. Ms. Knight inquired whether a release date had been set and was informed that one had not yet been set but the publisher was considering an April 2020 release.

33. On January 23, 2020, Ms. Knight informed Defendant's lawyer by letter, a copy of which is attached as Exhibit E, that, "[b]ased on a preliminary review, the manuscript appears to contain significant amounts of classified information," including information classified "at the TOP SECRET" level. The letter further stated that based on the NDAs, the "manuscript may not be published or otherwise disclosed without the deletion of this classified information," and that the "manuscript remains under review in order for us to do our best to assist your client by identifying the classified information within the manuscript, while at the same time ensuring that publication does not harm the national security of the United States." *Id.*

34. Nevertheless, on or about January 25, 2020, the book was made available for pre-sale, and the title was announced as "*The Room Where it Happened*." The publisher describes the book as a "substantive and factual account" of Defendant's "time in the room where it happened." The book's subtitle—"A White House Memoir"—indicates on its face that it is based in large part on information obtained by Defendant in the course of his employment as National Security Advisor.

35. On January 26, 2020, the *New York Times* published an article describing information purportedly "included in drafts of a manuscript" that Defendant, apparently without any protections for classified national security information, had "circulated in recent weeks to close associates." The article set forth information allegedly contained in "dozens of pages" of the manuscript. A true and correct copy of this article is attached hereto as Exhibit F.

36. On information and belief, the January 26, 2020 article led to a tremendous surge in publicity for the pre-sales of the book, including hundreds of news articles, discussion on major television networks, statements by members of Congress, and widespread circulation of the article's content on social media.

37. On January 27, 2020, the *Washington Post* published a separate article describing content contained in *The Room Where it Happened*, relying on the statements of “two people familiar with the book,” indicating, on information and belief, that Defendant had disclosed a draft of the manuscript to others without receiving prior written authorization from the U.S. Government. A true and correct copy of this article is attached hereto as Exhibit G.

38. Thus, notwithstanding this admonition, in late January 2020, prominent news outlets reported that drafts of Defendant’s manuscript had been circulated to associates of Defendant. These articles included reports from individuals supposedly familiar with the book, which indicates, on information and belief, that Defendant had already violated his non-disclosure agreements while purporting to comply with the prepublication review process. *See supra* ¶¶ 27, 29; *see also* Exhs. E & F.

39. In late January 2020, Defendant’s lawyer contacted Ms. Knight to request prioritization of review of certain information in the manuscript because of the possibility that Defendant would be called to testify in the U.S. Senate. Ms. Knight agreed to prioritize review of that information at Defendant’s lawyer’s request but confirmed in writing that the chapter in question contained classified information.

40. On February 7, 2020, Ms. Knight sent an additional letter, a copy of which is attached as Exhibit H, to Defendant’s lawyer confirming that the manuscript contained “numerous instances” of classified information. The February 7, 2020, letter noted that because of “the volume of classified information” Defendant “should modify and revise the manuscript to remove all classified information and resubmit it.” *Id.* Ms. Knight then offered to meet with Defendant as soon as the following week to review each instance of classified information. *Id.* The following

week, citing Defendant's travel schedule that complicated the scheduling of a meeting, Defendant's lawyer asked for a call to identify a date and time for an initial meeting.

41. Ms. Knight and Defendant ultimately agreed to meet the afternoon of February 20, 2020 at the request of Defendant's lawyer. However, Defendant's scheduling issues resulted in a request to delay this meeting until the following morning. Ms. Knight accommodated this request and met with Defendant for four hours on February 21, 2020. Ms. Knight followed up this meeting with Defendant's lawyer in a February 24, 2020, letter, a copy of which is attached as Exhibit I (without attachment), describing the four-hour meeting as "most productive." Over the course of that four-hour meeting, Ms. Knight and Defendant reviewed preliminary results of three chapters in detail and a sample of review findings throughout the manuscript to provide examples. Because it was apparent that additional follow-on meetings would be helpful, Defendant and Ms. Knight agreed to meet again. Ms. Knight also provided a copy of Defendant's notes from that meeting that had undergone a classification review.

42. Ms. Knight and Defendant subsequently met again on March 2, March 3, and March 4, 2020, for multiple hours each day. Around that time, Defendant began to submit revised chapters to the NSC for additional review of his revisions based on the guidance he had received during these meetings. On March 16, 2020, Defendant and Ms. Knight spoke by phone to discuss the status of the review process and Defendant confirmed in writing the following day that the review process of the revised manuscript was ongoing. Ms. Knight advised Defendant again on March 25, 2020, that the review remained in process and was progressing and that she would provide an update when she had one.

43. During one of the meetings in March 2020, Mr. Bolton remarked to Ms. Knight that the release date of his book had been changed by the publisher without his knowledge. On

March 3, 2020, *CNN* published an article indicating that the release date of Defendant's book had moved to May 12, 2020. The article quoted the publisher as stating that the "new date reflects the fact that the government review of the work is ongoing." A true and correct copy of this article is attached hereto as Exhibit J.

44. On March 27, 2020, Ms. Knight advised Defendant that while "[m]any of the changes are satisfactory," the review indicated that "additional edits are required to ensure the protection of national security information." Exhibit K (March 27, 2020 email from E. Knight to C. Cooper). To aid and expedite review, Ms. Knight offered "to provide a list of required edits and language substitutions to guide [Defendant] in this next stage of revising the draft." *Id.* Ms. Knight then stated that even if all the changes were made she "will have to review the edited manuscript again to ensure the edits were completed, checking both your work and mine to ensure no classified information remains in the manuscript." *Id.* Further, Ms. Knight reminded Defendant again that the prepublication review "remains in process" and that "[e]ven after making the edits, you are not authorized to publish or further disseminate the manuscript or its contents until expressly given clearance by me to do so." *Id.* On March 27, 2020, Ms. Knight provided Defendant with 17 single-spaced pages noting specific passages and changes.

45. Defendant submitted a further revised manuscript on March 30, 2020, and Ms. Knight began working on these edits. Defendant and Ms. Knight spoke by phone about these revisions and the status of her continued review on April 3, 2020. Following this call, Defendant continued to provide what he referred to as cites related to specific topics, many of which were references to press reports. Defendant and Ms. Knight spoke again on April 13, 2020, during which Ms. Knight provided additional concerns to Defendant. After the call on April 13, Defendant provided additional changes on April 14 in an effort to meet these concerns. Ms. Knight

continued to work on these revisions and she and Defendant spoke again on April 21, 2020, by phone so that she could discuss a few sections of the draft. This portion of the iterative process continued in late April as Ms. Knight continued to request citations and information and Defendant responded to these requests. Defendant submitted additional changes to Ms. Knight on April 24, 2020, and Defendant provided a corrected page to this submission on April 27, 2020.

46. On or around April 27, 2020, Ms. Knight had completed her review and was of the judgment that the manuscript draft did not contain classified information. Ms. Knight informed NSC Legal of the status of the review.

47. On April 28, 2020, in response to an inquiry from Defendant, Ms. Knight advised that she had no update other than to say the process remained ongoing. In response to Defendant's specific request for a letter regarding Ms. Knight's review, which he sent in writing on April 29, 2020, Ms. Knight stated again that she did not have any new information about the status of the process, but advised Defendant that if there was an update she would reach out.

48. On April 29, 2020, *Politico* published an article indicating that the release date of Defendant's book had moved again from May 12, 2020 to June 23, 2020, citing the ongoing prepublication review process as the reason for the necessary shift in release. A true and correct copy of this article is attached hereto as Exhibit L.

49. On May 1, 2020, and May 6, 2020, Defendant again inquired about whether the letter would be available. In response, on May 7, 2020, Ms. Knight unequivocally stated that she did not have any new information, that "[t]he process remains ongoing," and that she would "reach out as soon as there is an update to provide." A true and correct copy of this email is attached as Exhibit M.

50. Defendant did not inquire further with Ms. Knight about the status of the review or the letter he sought following May 7, 2020. Nor did Ms. Knight correspond further with Defendant. Instead, Defendant had, without such authorization, delivered the book to a publisher and confirmed through counsel that it would in fact be published on June 23, 2020.

51. Yet, as Ms. Knight stated, the process was ongoing. On May 2, 2020, Michael Ellis, the NSC's Senior Director for Intelligence, commenced an additional review of the manuscript. Mr. Ellis assumed his current position on March 1, 2020, and has served as an Original Classification Authority since March 29, 2017. He commenced this review at the request of the Assistant to the President for National Security Affairs, who, upon review of the version of the manuscript reflecting Ms. Knight's latest guidance, was concerned that the manuscript still appeared to contain classified information, in part because the same Administration that the Author served is still in office and that the manuscript described sensitive information about ongoing foreign policy issues. Mr. Ellis completed his initial review on June 9, 2020.

52. Based on Mr. Ellis's position as Senior Director for Intelligence Programs, he routinely receives extremely sensitive intelligence reports and analysis that most members of the NSC staff, including Ms. Knight do not. He also routinely attends senior-level meetings related to national security and foreign policy decisions, including meetings of the Principals Committee and Deputies Committee convened under NSPM-4; convenes Policy Coordination Committee meetings on intelligence activities related to national security and foreign policy decisions; and provides advice to the Assistant to the President for National Security Affairs and other senior White House officials on national security and foreign policy decisions. As such, he is in a position to know intelligence information and internal foreign policy deliberations and developments that others of the NSC staff do not know. For the same reasons, he has a broader base of knowledge

to identify and determine information that is classified that others may not be able to identify and determine as classified.

Defendant Abandons the Prepublication Review Process He Had Agreed to Follow.

53. While Mr. Ellis was still conducting his review and finding classified information in the manuscript, on June 7, 2020, media reports indicated that—notwithstanding the absence of prior written authorization and despite repeated written confirmation as recently as May 7 that the process was ongoing—Defendant “is planning to publish even if the White House does not give publication approval.” The *Washington Post* reported that Defendant and his publisher would proceed to release the book on June 23, 2020. A true and correct copy of this article is attached hereto as Exhibit N.

54. On June 8, 2020, the Legal Advisor to the NSC wrote Defendant’s lawyer confirming, yet again, that Defendant may not publish or disseminate the manuscript because the current draft contained classified information and that publication could not occur “until the prepublication review is complete and he receives the necessary authorization at the conclusion of that process” Exhibit O (June 8, 2020 Letter from J. Eisenberg to C. Cooper). The letter indicated that the NSC would provide Defendant with a copy of Defendant’s manuscript with redactions on or before June 19, 2020.

55. On June 10, 2020, in response to a June 8, 2020 letter from the Legal Advisor to the NSC confirming that Defendant may not publish or disseminate the manuscript because the current draft contained classified information, Defendant’s lawyer confirmed that “Ambassador Bolton and his publisher, Simon & Schuster, moved forward with publication of [Defendant’s] book” and that “[t]he book has now been printed, bound, and shipped to distributors across the country.” A true and correct copy of this letter is attached has Exhibit P.

56. On June 11, 2020, the Legal Advisor to the NSC wrote to Defendant's counsel, emphasizing that "the manuscript still contains classified information, because, among other things, it includes information that he himself classified and designated for declassification only after the lapse of twenty-five years." The Legal Advisor further reminded Mr. Bolton that he "remains under an obligation to stop the dissemination of the manuscript, which still contains classified information that belongs to the United States Government, the unauthorized disclosure of which could reasonably be expected to cause serious damage to national security." A true and correct copy of this letter is attached as Exhibit Q.

Publication of *The Room Where it Happened* At This Time Would Violate the Terms of Defendant's NDAs

57. The content of *The Room Where it Happened* is covered by Defendant's NDAs, and the book as submitted for pre-publication review contained classified information that has not been publicly acknowledged or previously released. Although Defendant has eliminated some classified information from the book in response to extensive comments from NSC staff, NSC has determined that classified information remains in the manuscript.

58. NSC has determined that the manuscript in its present form contains certain passages—some up to several paragraphs in length—that contain classified national security information. In fact, the NSC has determined that information in the manuscript is classified at the Confidential, Secret, and Top Secret levels. Accordingly, the publication and release of *The Room Where it Happened* would cause irreparable harm, because the disclosure of instances of classified information in the manuscript reasonably could be expected to cause serious damage, or exceptionally grave damage, to the national security of the United States. Completion of the prepublication review process and the provision of written authorization to Defendant as specified by the contract would ameliorate such harm.

59. Under the terms of the NDAs, Defendant is obligated not to publish *The Room Where it Happened*, or otherwise share the classified information contained therein with others, until receiving “prior written authorization from the United States Government . . . responsible for the classification of information or last granting [Defendant] a security clearance that such disclosure is permitted.”

60. In response to his most recent specific request for such prior written authorization, Defendant was expressly informed in writing on May 7, 2020, that there was no new information that could be provided at that time and that the process remained ongoing. Defendant was further advised that the NSC would reach out as soon as there was an update.

61. Despite previously having agreed to delay the release date, Defendant did not advise or indicate to the NSC, following the May 7, 2020, written communication, that he and his publisher had decided to press forward with the June 23, 2020 release date for *The Room Where it Happened* regardless of whether he obtained the legally-required prior written authorization.

62. Instead, the NSC first learned that Defendant had proceeded with steps to publish the book without final authorization from June 7, 2020 media reports. On June 8, 2020, the NSC stated again that the iterative prepublication review process was ongoing and that the book contained classified information. Exh. O. The NSC further stated that it would provide Defendant, no later than June 19, 2020, a copy of his draft manuscript with redactions for that information that has been identified as classified. *Id.*

63. On June 10, 2020, counsel for Defendant confirmed that “Ambassador Bolton and his publisher, Simon & Schuster, moved forward with publication of [Defendant’s] book” and that “[t]he book has now been printed, bound, and shipped to distributors across the country.” Exh. P.

64. Pursuant to the terms of Defendant's NDAs, the United States Government is entitled to apply for a court order prohibiting the disclosure of the information in *The Room Where it Happened* in breach of the NDAs and Defendant's contractual obligations and fiduciary duties to the United States.

65. Pursuant to the express terms of Defendant's NDAs, all rights, title, and interest in any and all royalties, remunerations, and emoluments that have resulted, or will result from any disclosure, publication, or revelation of classified information contained in *The Room Where it Happened* that is not consistent with the terms of the NDA have been assigned to the United States Government.

66. Given that Defendant and his publisher twice agreed to shift the release date of Defendant's book based on the ongoing prepublication review process, on information and belief, Defendant and the publisher possess the authority to continue to delay the release date until such time as the prepublication review process results in a written authorization that publication of Defendant's book is permitted.

CLAIMS FOR RELIEF

Count One: Breach of Contract and Fiduciary Duty; Violation of Prepublication Review Requirement

67. All preceding paragraphs are incorporated by reference, as if fully set forth herein.

68. Defendant voluntarily, willingly, and knowingly entered into contractual agreements with the United States of America when he signed his NDAs and he agreed to be bound by their terms and conditions. Among those terms and conditions is a requirement that Defendant submit the material in *The Room Where it Happened* to the United States Government for prepublication review. Moreover, having been advised that the draft manuscript contained

classified information, Defendant had an obligation not to divulge or disclose it to anyone until receiving written authorization from the United States Government to do so.

69. Defendant knowingly, willfully, and deliberately breached his NDAs by sharing drafts of the manuscript with others prior to completion of the prepublication review process, and before Defendant had received prior written authorization from the United States Government to do so.

70. Under both the common law and the NDAs, and in equity, Defendant had a fiduciary relationship with the United States of America based on his placement in positions of trust and special confidence. Defendant served as National Security Advisor to the President, made recommendations to the President regarding national security and foreign policy, represented the United States in its relations with other countries, was entrusted with classified and SCI information that related to some of the most sensitive matters of national security, and entered into the NDAs.

71. Defendant owes to the United States a fiduciary duty of loyalty to protect from unauthorized disclosure of information pertaining to or derived from classified information, sensitive compartmented information and intelligence sources and methods, including signals intelligence activities and information; to submit to the United States Government for review any materials subject to his prepublication review obligations; and to not disseminate those materials or information unless and until the United States Government completes its prepublication review processes and provides written approval of disclosure.

72. Defendant breached his fiduciary duties by sharing drafts of *The Room Where it Happened* with others prior to the completion of the prepublication security review and prior to receiving written permission to share information in the manuscript.

73. As a direct and proximate result of Defendant's breach of his contractual and fiduciary duties, the United States has been damaged and harmed by, *inter alia*, the public disclosure of classified information, which reasonably could be expected to cause serious damage, or exceptionally grave damage, to the national security of the United States.

74. Allowing Defendant's breach of his contractual and fiduciary duties to result in the release of his book on June 23, 2020 without specific performance and completion of the prepublication review process will compound this damage and result in irreparable harm.

75. Defendant has engaged in a course of conduct evidencing a propensity to commit further breaches of his contractual and/or fiduciary duties and to cause further damage to the United States, including irreparable injury for which the United States has no adequate remedy at law.

Count Two: Breach of Contract and Fiduciary Duty; Violation of Duty Not to Disseminate Classified Information

76. All preceding paragraphs are incorporated by reference, as if fully set forth herein.

77. Among the terms and conditions in Defendant's NDA was an express requirement that Defendant never "divulge classified information to anyone" without having "officially verified that the recipient has been properly authorized by the United States Government to receive it" or having received "prior written notice of authorization from the United States Government" entity responsible for its classification. Exh. A, SF 312 ¶ 3.

78. Without receiving prior written notice of authorization from the United States Government, Defendant distributed his draft manuscript—containing classified information—to numerous persons not authorized by the United States Government to receive it. On information and belief, those individuals included his attorney, his publisher, numerous acquaintances and

friends, and members of the news media. He did so numerous times at various stages of his never-completed prepublication review.

79. By disclosing classified information, some instances of which reasonably could be expected to cause serious damage, or exceptionally grave damage, to the national security of the United States, Defendant caused irreparable harm to the United States for which there is no remedy at law.

Count Three: Breach of Contract and Fiduciary Duty; Unjust Enrichment; Constructive Trust

80. All preceding paragraphs are incorporated by reference, as if fully set forth herein.

81. Defendant undertook unauthorized disclosures of classified information in violation of his NDAs in order to profit from classified information learned in the course of his employment as the highest national security advisor to the President of the United States.

82. Prior to obtaining written authorization, Defendant also undertook unauthorized publication of his book despite being expressly advised that the prepublication review was ongoing and that he would be notified with an update on its status.

83. Several of his unauthorized disclosures were undertaken for the specific purpose of garnering publicity for his book in order to increase sales and revenue.

84. Defendant has been, and will continue in the future to be, unjustly enriched in the amount of profits, advances, royalties, and other advantages resulting from the publicity given to the unauthorized disclosure of the draft of his book.

85. Defendant agreed in the contract he signed to “assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms” of the non-disclosure agreements.

PRAYER FOR RELIEF

WHEREFORE, the United States of America respectfully requests that the Court award the following relief:

A. Declare that Defendant has breached his legal obligations, embodied in his NDAs, as well as his fiduciary obligations, by submitting for publication and otherwise disclosing information in *The Room Where it Happened* without completing prepublication review;

B. Declare that Defendant has breached his contractual obligations, embodied in his NDAs, as well as his fiduciary obligations, by submitting for publication and otherwise disclosing information in *The Room Where it Happened* that contains classified information;

C. Enter an Order directing Defendant to notify his publisher that he was not authorized to disclose *The Room Where It Happened* because he has not completed prepublication review and because it contains classified information; to instruct or request his publisher, insofar as he has the authority to do so, to further delay the release date of *The Room Where it Happened* until completion of the prepublication review process; and to instruct or request his publisher, insofar as he has the authority to do so, to take any and all available steps to retrieve and dispose of any copies of *The Room Where it Happened* that may be in the possession of any third party in a manner acceptable to the United States;

D. Enjoin Defendant from any further violations of the terms and conditions of the NDAs and his contractual obligations and fiduciary duties to the United States by taking any steps towards publicly disclosing the information in *The Room Where it Happened* without first obtaining written permission from the United States through the prepublication review process; by releasing *The Room Where it Happened* in any form or media; by otherwise exercising any and all rights in and to *The Room Where it Happened*; or by otherwise breaching his NDAs and contractual and fiduciary duties;

E. In light of the steps already taken by Defendant to disclose or publish *The Room Where it Happened*, and especially in the event that Defendant does not complete the prepublication review process by obtaining prior written authorization as required by the contract, impose a constructive trust for the benefit of the United States over, and require an accounting of, all monies, gains, profits, royalties, and other advantages that Defendant and his agents, assignees, or others acting on his behalf have derived, or will derive, from the publication, sale, serialization, or republication in any form, including any movie rights or other reproduction rights, of *The Room Where it Happened*;

F. Declare that, pursuant to Fed. R. Civ. P. 65(d)(2), this order binds Defendant's agents and other persons who are in active concert or participation with Defendant or his agents, if they receive actual notice of the order, including Simon & Schuster, Inc. and other such persons in the commercial distribution chain of Defendant's book;

G. Grant to the United States such other relief as the Court may deem just and proper, including, but not limited to, the Government's attorneys' fees and costs herein.

* * *

Dated: June 16, 2020

Respectfully submitted,

JOSEPH H. HUNT
Assistant Attorney General

MICHAEL SHERWIN
Acting United States Attorney

ETHAN P. DAVIS
Principal Deputy Assistant Attorney General

DAVID M. MORRELL
Deputy Assistant Attorney General

ALEXANDER K. HAAS
Director
Federal Programs Branch

/s/ Daniel F. Van Horn

Daniel F. Van Horn (D.C. Bar. No. 924092)
Assistant United States Attorney
555 Fourth Street N.W., Room E4226,
Washington, D.C. 20530
Tel: 202-252-2506
Email: daniel.vanhorn@usdoj.gov

/s/ Michael J. Gerardi

Michael J. Gerardi (D.C. Bar No. 1017949)
Trial Attorney
United States Department of Justice
Civil Division, Federal Programs Branch
1100 L Street NW, Room 11514
Washington, D.C. 20005
Tel: (202) 616-0680
Fax: (202) 616-8460
E-mail: michael.j.gerardi@usdoj.gov

Counsel for Plaintiff

Exhibit A

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT**AN AGREEMENT BETWEEN**

John Robert Bolton

AND THE UNITED STATES*(Name of Individual - Printed or typed)*

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security, and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.



10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

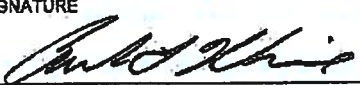
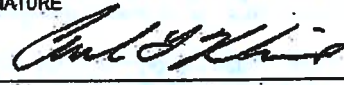
11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403g(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

SIGNATURE	DATE	SOCIAL SECURITY NUMBER (See Notice below)
	04/05/2018	
ORGANIZATION (IF CONTRACTOR, LICENSEE, GRANTEE OR AGENT, PROVIDE: NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE NUMBER) (Type or print)		

EOP/WHO

WITNESS		ACCEPTANCE	
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.		THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.	
SIGNATURE	DATE	SIGNATURE	DATE
	04/05/2018		04/05/2018
NAME AND ADDRESS (Type or print)		NAME AND ADDRESS (Type or print)	
Carl L. Kline 725 17th Street, NW Washington, DC 20503		Carl L. Kline 725 17th Street, NW Washington, DC 20503	

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) (have not) (strike out inappropriate word or words) received a security debriefing.

SIGNATURE OF EMPLOYEE	DATE
NAME OF WITNESS (Type or print)	SIGNATURE OF WITNESS

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

UNCLASSIFIED

Apply appropriate classification level and any control markings (if applicable) when filled in.

(U) SENSITIVE COMPARTMENTED INFORMATION NONDISCLOSURE AGREEMENT

An Agreement between

John Robert Bolton

and the United States.

(Name - Printed or Typed)

1. (U) Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to information or material protected within Special Access Programs, hereinafter referred to in this Agreement as Sensitive Compartmented Information (SCI). I have been advised that SCI involves or derives from intelligence sources or methods and is classified or is in process of a classification determination under the standards of Executive Order 13526 or other Executive order or statute. I understand and accept that by being granted access to SCI, special confidence and trust shall be placed in me by the United States Government.

2. (U) I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of SCI, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information or material have been approved for access to it, and I understand these procedures. I understand that I may be required to sign subsequent agreements upon being granted access to different categories of SCI. I further understand that all my obligations under this agreement continue to exist whether or not I am required to sign such subsequent agreements.

3. (U) I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of SCI by me could cause irreparable injury to the United States or be used to advantage by a foreign nation. I hereby agree that I will never divulge anything marked as SCI or that I know to be SCI to anyone who is not authorized to receive it without prior written authorization from the United States Government department or agency (hereinafter Department or Agency) that last authorized my access to SCI. I understand that it is my responsibility to consult with appropriate management authorities in the Department or Agency that last authorized my access to SCI, whether or not I am still employed by or associated with that Department or Agency or a contractor thereof, in order to ensure that I know whether information or material within my knowledge or control that I have reason to believe might be, or related to or derived from SCI, is considered by such Department or Agency to be SCI. I further understand that I am also obligated by law and regulation not to disclose any classified information or material in an unauthorized fashion.

4. (U) In consideration of being granted access to SCI and of being assigned or retained in a position of special confidence and trust requiring access to SCI, I hereby agree to submit for security review by the Department or Agency that last authorized my access to such information or material, any writing or other preparation in any form, including a work of fiction, that contains or purports to contain any SCI or description of activities that produce or relate to SCI or that I have reason to believe are derived from SCI, that I contemplate disclosing to any person not authorized to have access to SCI or that I have prepared for public disclosure. I understand and agree that my obligation to submit such preparations for review applies during the course of my access to SCI and thereafter, and I agree to make any required submissions prior to discussing the preparation with, or showing it to, anyone who is not authorized to have access to SCI. I further agree that I will not disclose the contents of such preparation with, or show it to, anyone who is not authorized to have access to SCI until I have received written authorization from the Department or Agency that last authorized my access to SCI that such disclosure is permitted.

5. (U) I understand that the purpose of the review described in paragraph 4 is to give the United States a reasonable opportunity to determine whether the preparation submitted pursuant to paragraph 4 sets forth any SCI. I further understand that the Department or Agency to which I have made a submission will act upon it, coordinating within the Intelligence Community when appropriate, and make a response to me within a reasonable time, not to exceed 30 working days from date of receipt.

6. (U) I have been advised that any breach of this Agreement may result in my termination of my access to SCI and removal from a position of special confidence and trust requiring such access, as well as the termination of my employment or other relationships with any Department or Agency that provides me with access to SCI. In addition, I have been advised that any unauthorized disclosure of SCI by me may constitute violations of United States criminal laws, including provisions of Sections 793, 794, 798, and 952, Title 18, United States Code, and of Section 783(b), Title 50, United States Code. Nothing in this agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

7. (U) I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement. I have been advised that the action can be brought against me in any of the several appropriate United States District Courts where the United States Government may elect to file the action. Court costs and reasonable attorney's fees incurred by the United States Government may be assessed against me if I lose such action.

8. (U) I understand that all information to which I may obtain access by signing this Agreement is now and will remain the property of the United States Government unless and until otherwise determined by an appropriate official or final ruling of a court of law. Subject to such determination, I do not now, nor will I ever, possess any right, interest, title, or claim whatsoever to such information. I agree that I shall return all materials that may have come into my possession or for which I am responsible because of such access, upon demand by an authorized representative of the United States Government or upon the conclusion of my employment or other relationship with the United States Government entity providing me access to such materials. If I do not return such materials upon request, I understand this may be a violation of Section 793, Title 18, United States Code.

9. (U) Unless and until I am released in writing by an authorized representative of the Department or Agency that last provided me with access to SCI, I understand that all conditions and obligations imposed on me by this Agreement apply during the time I am granted access to SCI, and at all times thereafter.

10. (U) Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect. This Agreement concerns SCI and does not set forth such other

UNCLASSIFIED

Apply appropriate classification level and any control markings (if applicable) when filled in.

conditions and obligations not related to SCI as may now or hereafter pertain to my employment by or assignment or relationship with the Department or Agency.

11. (U) I have read this Agreement carefully and my questions, if any, have been answered to my satisfaction. I acknowledge that the briefing officer has made available Sections 793, 794, 798 and 952 of Title 18, United States Code, and Section 783(b) of Title 50, United States Code, and Executive Order 13526, as amended, so that I may read them at this time, if I so choose.

12. (U) I hereby assign to the United States Government all rights, title and interest, and all royalties, remunerations, and emoluments that have resulted, will result, or may result from any disclosure, publication, or revelation not consistent with the terms of this Agreement.

13. (U) These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

14. (U) These restrictions are consistent with and do not supersede conflict with or otherwise alter the employee obligations rights or liabilities created by Executive Order 13526; or any successor thereto, Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosures to Congress by members of the Military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosure of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents), sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community; and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3) (relating to disclosures to the Inspector General of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the CIA Act of 1949 (50 U.S.C. 403q(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect agent disclosure which may compromise the national security, including Section 841, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Control Act of 1950 (50 U.S.C. Section 783(b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.

15. (U) This Agreement shall be interpreted under and in conformance with the law of the United States.

16. (U) I make this Agreement without any mental reservation or purpose of evasion.

John R Bolton
Signature

04/05/2018

Date

The execution of this Agreement was witnessed by the undersigned who accepted it on behalf of the United States Government as a prior condition of access to Sensitive Compartmented Information.

WITNESS and ACCEPTANCE:

Carl L Kline
Signature

04/05/2018

Date

SECURITY BRIEFING / DEBRIEFING ACKNOWLEDGMENT

SI

TK

G

HCS-P

(Special Access Programs by Initials Only)

SSN (See Notice Below)

John Robert Bolton

Printed or Typed Name

EOP / WHO

Organization

BRIEF

Date 04/05/2018

I hereby acknowledge that I was briefed on the above
SCI Special Access Program(s):

John R Bolton
Signature of Individual Briefed

DEBRIEF

Date

Having been reminded of my continuing obligation to comply with
the terms of this Agreement, I hereby acknowledge that I was
debriefed on the above SCI Special Access Program(s):

Signature of Individual Briefed

I certify that the briefing presented by me on the above date was in accordance with relevant SCI procedures.

Carl L Kline
Signature of Briefing/Debriefing Officer

CARL L. KLINE

Printed or Typed Name

SSN (See notice below)

EOP/OA/PSO

Organization (Name and Address)

(U) NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Account Number (SSN) is Executive Order 9397, as amended. Your SSN will be used to identify you precisely when it is necessary to 1) certify that you have access to the information indicated above, 2) determine that your access to the information has terminated, or 3) certify that you have witnessed a briefing or debriefing. Although disclosure of your SSN is not mandatory, your failure to do so may impede such certifications or determinations.

SECURITY FILE NUMBER (AIN)

SENSITIVE COMPARTMENTED INFORMATION NONDISCLOSURE AGREEMENT

An agreement between

John Robert Bolton

and the United States.

(Name - Printed or Typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to information or material protected within Special Access Programs, hereinafter referred to in this Agreement as Sensitive Compartmented Information (SCI). I have been advised that SCI involves or derives from intelligence sources or methods and is classified or is in process of a classification determination under the standards of Executive Order 12958 or other Executive order or statute. I understand and accept that by being granted access to SCI, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of SCI, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information or material have been approved for access to it, and I understand these procedures. I understand that I may be required to sign subsequent agreements upon being granted access to different categories of SCI. I further understand that all my obligations under this agreement continue to exist whether or not I am required to sign such subsequent agreements.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of SCI by me could cause irreparable injury to the United States or be used to advantage by a foreign nation. I hereby agree that I will never divulge anything marked as SCI or that I know to be SCI to anyone who is not authorized to receive it without prior written authorization from the United States Government department or agency (hereinafter Department or Agency) that last authorized my access to SCI. I understand that it is my responsibility to consult with appropriate management authorities in the Department or Agency that last authorized my access to SCI, whether or not I am still employed by or associated with that Department or Agency or a contractor thereof, in order to ensure that I know whether information or material within my knowledge or control that I have reason to believe might be, or related to or derived from SCI, is considered by such Department or Agency to be SCI. I further understand that I am also obligated by law and regulation not to disclose any classified information or material in an unauthorized fashion.

4. In consideration of being granted access to SCI and of being assigned or retained in a position of special confidence and trust requiring access to SCI, I hereby agree to submit for security review by the Department or Agency that last authorized my access to such information or material, any writing or other preparation in any form, including a work of fiction, that contains or purports to contain any SCI or description of activities that produce or relate to SCI or that I have reason to believe are derived from SCI, that I contemplate disclosing to any person not authorized to have access to SCI or that I have prepared for public disclosure. I understand and agree that my obligation to submit such preparations for review applies during the course of my access to SCI and thereafter, and I agree to make any required submissions prior to discussing the preparation with, or showing it to, anyone who is not authorized to have access to SCI. I further agree that I will not disclose the contents of such preparation with, or showing it to, anyone who is not authorized to have access to SCI until I have received written authorization from the Department or Agency that last authorized my access to SCI that such disclosure is permitted.

5. I understand that the purpose of the review described in paragraph 4 is to give the United States a reasonable opportunity to determine whether the preparation submitted pursuant to paragraph 4 sets forth any SCI. I further understand that the Department or Agency to which I have made a submission will act upon it, coordinating within the Intelligence Community when appropriate, and make a response to me within a reasonable time, not to exceed 30 working days from date of receipt.

6. I have been advised that any breach of this Agreement may result in my termination of my access to SCI and removal from a position of special confidence and trust requiring such access, as well as the termination of my employment or other relationships with any Department or Agency that provides me with access to SCI. In addition, I have been advised that any unauthorized disclosure of SCI by me may constitute violations of United States criminal laws, including provisions of Sections 793, 794, 798, and 952, Title 18, United States Code, and of Section 783(b), Title 50, United States Code. Nothing in this agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

7. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement. I have been advised that the action can be brought against me in any of the several appropriate United States District Courts where the United States Government may elect to file the action. Court costs and reasonable attorneys fees incurred by the United States Government may be assessed against me if I lose such action.

8. I understand that all information to which I may obtain access by signing this Agreement is now and will remain the property of the United States Government unless and until otherwise determined by an appropriate official or final ruling of a court of law. Subject to such determination, I do not now, nor will I ever, possess any right, interest, title, or claim whatsoever to such information. I agree that I shall return all materials that may have come into my possession or for which I am responsible because of such access, upon demand by an authorized representative of the United States Government or upon the conclusion of my employment or other relationship with the United States Government entity providing me access to such materials. If I do not return such materials upon request, I understand this may be a violation of Section 793, Title 18, United States Code.

9. Unless and until I am released in writing by an authorized representative of the Department or Agency that last provided me with access to SCI, I understand that all conditions and obligations imposed on me by this Agreement apply during the time I am granted access to SCI, and at all times thereafter.

10. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect. This Agreement concerns SCI and does not set forth such other conditions and obligations not related to SCI as may now or hereafter pertain to my employment by or assignment or relationship with the Department or Agency.

11. I have read this Agreement carefully and my questions, if any, have been answered to my satisfaction. I acknowledge that the briefing officer has made available Sections 793, 794, 798 and 952 of Title 18, United States Code, and Section 783(b) of Title 50, United States Code, and Executive Order 12958, as amended, so that I may read them at this time, if I so choose.

12. I hereby assign to the United States Government all rights, title and interest, and all royalties, remunerations, and emoluments that have resulted, will result, or may result from any disclosure, publication, or revelation not consistent with the terms of this Agreement.

13. These restrictions are consistent with and do not supersede conflict with or otherwise alter the employee obligations rights or liabilities created by Executive Order 12958; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosures to Congress by members of the Military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosure of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents), and the statutes which protect agent disclosure which may compromise the national security, including Section 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. Section 783(b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.

14. This Agreement shall be interpreted under and in conformance with the law of the United States.

15. I make this Agreement without any mental reservation or purpose of evasion.

X John R Bolton
Signature

20180405

Date

The execution of this Agreement was witnessed by the undersigned who accepted it on behalf of the United States Government as a prior condition of access to Sensitive Compartmented Information.

Fritzeen Brent W

Digitally signed by Fritzeen Brent W

BFritzeen

Date: 2018.04.05 10:17:48 -04'00'

20180405

Date

WITNESS and ACCEPTANCE:

BFritzeen

Signature

SECURITY BRIEFING / DEBRIEFING ACKNOWLEDGMENT

FOR ALD

ASP BIR

BON CAC

CHE EBY

HOL MES

RSE OLI

IRO JUN

MAP MYR

PER PNE

PLU RED

SGB TEA

WAL WIL

MAH CYP

(Special Access Programs by Initials Only)

SSN (See Notice Below)

John Robert Bolton

Printed or Typed Name

WH/NSC/APNSA

Organization

BRIEF

DATE 20180405

I hereby acknowledge that I was briefed on the above SCI Special Access Program(s):

X John R Bolton
Signature of Individual Briefed

DEBRIEF

DATE

Having been reminded of my continuing obligation to comply with the terms of this Agreement, I hereby acknowledge that I was debriefed on the above SCI Special Access Program(s):

Signature of Individual Debriefed

I certify that the briefing presented by me on the above date was in accordance with relevant SCI procedures.

Fritzeen Brent W BFritzeen

Digitally signed by Fritzeen Brent W BFritzeen
Date: 2018.04.05 10:18:02 -04'00'

Signature of Briefing/Debriefing Officer

Brent W. Fritzeen

Printed or Typed Name

SSN (See Notice Below)

NSC (INTELLIGENCE PROGRAMS)

Organization (Name and Address)

NOTICE: The Privacy Act, 5 U.S.C. 522a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Account Number (SSN) is Executive Order 9397. Your SSN will be used to identify you precisely when it is necessary to 1) certify that you have access to the information indicated above, 2) determine that your access to the information has terminated, or 3) certify that you have witnessed a briefing or debriefing. Although disclosure of your SSN is not mandatory, your failure to do so may impede such certifications or determinations.

FORM
8-99

4414 (EF)

Page 2 of 2

Exhibit B

THE WHITE HOUSE

WASHINGTON, D.C.

September 13, 2019

MEMORANDUM FOR AMBASSADOR JOHN R. BOLTON, ASSISTANT TO THE
PRESIDENT FOR NATIONAL SECURITY AFFAIRS (NATIONAL SECURITY ADVISOR)

FROM: SCOTT GAST, SENIOR COUNSEL TO THE PRESIDENT

SUBJECT: POST-EMPLOYMENT OBLIGATIONS

This memo provides an overview of the Executive Branch post-employment restrictions that our office discussed with you prior to your departure from the White House. As a former Assistant to the President, you are covered by certain post-employment restrictions under both the criminal law, 18 U.S.C. § 207, and the Ethics Pledge you signed under Executive Order 13770. As a commissioned officer, you are also required to file a termination financial disclosure report within 30 days of leaving Government service.

These restrictions limit: the appearances and communications that you may make on behalf of a third party back to the federal government; certain other types of assistance that you may provide to third parties; and your profit-sharing with a future employer who did business with the government during your tenure here. The purpose behind the restrictions is threefold: to prevent you from "switching sides" on a matter in which you were involved when you worked in the Executive Office of the President (EOP); to provide a "cooling off" period in which you may not seek official action on behalf of a third party from EOP and other federal officials on any matter; and to preclude you from sharing in certain profits that your new employer may have received in connection with a matter that was pending before the government during your White House tenure.

Many of the post-employment restrictions carry criminal penalties, so please review the entire memorandum carefully, sign the last page where indicated, and provide a copy of the signature page to Counsel's Office. Our office remains available to answer any questions you may have about any post-employment restrictions.

I. SUMMARY AND ANALYSIS OF CRIMINAL POST-EMPLOYMENT RULES

As a former Executive Branch official, you are subject to two criminal statutes that limit your post-employment activities. Generally, 18 U.S.C. § 207 limits your ability, depending on the circumstances, to communicate to or appear before many federal officials, both within and outside EOP, and 18 U.S.C. § 203 prohibits you from receiving compensation for any representational services that were provided by a former employer in which the United States was a party or had a direct and substantial interest during the time that you were a government employee. You are also subject to post-employment restrictions included in the Ethics Pledge (Executive Order 13770).

A. The Lifetime Ban on "Switching Sides": 18 U.S.C. § 207(a)(1)

This lifetime ban aims to prevent Executive Branch employees who have participated in particular matters from later "switching sides" and representing someone else on the same matter before the United States. Under 18 U.S.C. § 207(a)(1), you are prohibited from communicating with, or appearing before, any employee of the United States, with the intent to influence that employee on behalf of another person (other than yourself), on any particular matter involving specific parties in which you "personally" and "substantially" participated at any time during your White House employment. This is a permanent restriction commencing upon your termination from government service and lasting for the lifetime of all such particular matters as they existed during your tenure.

- For purposes of this rule, an "employee of the United States" includes the President as well as any current officer or employee of any department, agency (including a government corporation), court or court-martial of the United States or the District of Columbia. It does not, however, include a member of Congress.
- A communication or appearance can be formal or informal, and includes telephone calls and emails.
- A "particular matter involving a specific party or parties" is a fairly case-specific restriction that "typically involves a specific proceeding affecting the legal rights of the parties or an isolatable transaction or related set of transactions between identified parties, such as a specific contract, grant, license, product approval application, enforcement action, administrative adjudication, or court case." 5 C.F.R. § 2641.201(h)(1). It does not include rulemaking, legislation, or policy-making unless it focuses narrowly on identified parties. *See* 5 C.F.R. § 2641.201(h)(2).
- To "participate" means to take action as an employee through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or other such action, or to purposefully forbear in order to affect the outcome of a matter. An employee does not participate in a matter merely because he had knowledge of its existence or because it was pending under his official responsibility. A government employee participates "personally" even when he merely directs a subordinate's participation. He participates "substantially" if his involvement is "of significance" to the matter. Thus, while a series of peripheral involvements may be insubstantial, participation in a single critical step may be substantial. *See* 5 C.F.R. § 2641.201(i).

B. Two-Year Ban on Matters Pending Under an Employee's Official Responsibility: 18 U.S.C. § 207(a)(2)

This two-year ban covers the same types of representational contacts as Section 207(a)(1), except that it extends to all matters involving a specific party or parties that were pending under the government employee's "official responsibility" during his last year of service—not only those in which he participated personally and substantially. An employee has "official responsibility" over a particular matter when he has "direct administrative or operating authority, whether

intermediate or final," to approve, disapprove, or otherwise direct governmental action, including when he delegates his authority to others. 5 C.F.R. § 2641.202(j)(1).

C. The One-Year Ban on Participating in Ongoing Trade or Treaty Negotiations: 18 U.S.C. § 207(b)

For one year from the date you terminate Government service, you may not knowingly represent, aid, or advise any other person concerning any ongoing trade or treaty negotiation in which, during your last year of Government service, you participated personally and substantially as an employee, on the basis of covered information.

The definition of "covered information" is any information which you know or should have known were designated as exempt from release under the Freedom of Information Act. A "Trade Negotiation" refers only to those ongoing trade negotiations that the President determines to undertake pursuant to section 1102 of the Omnibus Trade and Competitiveness Act of 1988 (19 U.S.C. § 2902). That authority has lapsed. A "treaty" is an international agreement made by the President that requires the advice and consent of the Senate. A negotiation on a treaty commences to be "ongoing" at the point when both (1) the determination has been made by a competent authority that the outcome of a negotiation will be a treaty, and (2) discussions with a foreign government have begun on a text.

It is important to note that even if a post-employment activity is not prohibited by section 207(b), the negotiation may nevertheless have had specific parties identified to it, thus triggering the lifetime restriction set forth in section 207(a)(1).

D. Communicating with Former Colleagues and Other Government Officials: Two-Year "Cooling Off Period for Very Senior Employees: 18 U.S.C. § 207(d)

As an Assistant to the President you are considered a "Very Senior Employee" for purposes of the criminal post-employment laws. See 18 U.S.C. § 207(d)(1)(C).

For two years after leaving the White House, it is a crime for you to communicate to, or appear before, any EOP employee (including the President) and certain other high-level government officials not in EOP (see Attachment A) (collectively, "covered employees"), if the communication or appearance is made on behalf of another person and is intended to influence official action on any matter.

For purposes of this prohibition, the EOP includes all components (WHO, OVP, EXR, NSC, OA, OMB, ONDCP, OSTP, PIAB, USTR, CEA, CEQ). As you'll see from Attachment A, the prohibition also extends to communications with Cabinet officials and high-level officials in most Executive Branch agencies.

This restriction is broader than the others in Section 207 as it applies to any matter on which official action is sought, *regardless* of whether you worked on the matter or whether it was pending before you, or whether it involves specific parties. Notably, like Sections 207(a)(1) and (a)(2), the restriction does not apply to your communications to or appearances before Members of Congress.

- Representation. Like the restrictions in Section 207(a)(1) and (a)(2), § 207(d) prohibits only representational communications and appearances – i.e., only those made on behalf of someone else. It does not limit your ability to talk to the President or any of your friends and colleagues in government on your own behalf or in your personal capacity on any topic.

You communicate or appear on behalf of another when you act as the other person/company's agent, or if you act with the express or implied consent of the person/company and subject to some degree of control or direction by the person/company in relation to the communication or appearance. 5 C.F.R.

§ 2641.201(g)(1)(i). An "appearance" extends to mere physical presence (i.e., non-speaking) at a meeting when the circumstances make it clear that attendance is intended to influence the United States. *Id.* at § 2641.201(e)(4).

You do not act on behalf of another merely because your communication or appearance is consistent with the interests of another person/company, is in support of another person/company, or may cause another person/company to derive some benefit as a consequence of your activity. *Id.* at § 2641.201(g)(1)(ii).

- Behind the Scenes Assistance. Section 207(d) does not restrict your "behind-the-scenes" assistance to your employer; it only prohibits your oral and written communications to or physical appearances before the designated government employees. *Id.* at § 2641.201(d)(1)-(3). Note, however, that "behind-the-scenes" assistance does not include communications conveyed by another that are intended to be attributed to you, even if you are not recognized as the source of the information. *See id.* at § 2641.201(d)(1).
- Matter. A "matter" includes not only those involving specific parties (as above), but also "the consideration or adoption of broad policy options that are directed to the interests of a large and diverse group of persons." 5 C.F.R. § 2641.205(i)(2)(ii). Further, the definition includes "new matters" (i.e., it is not limited to matters previously pending or of interest to the White House), as well as matters currently "pending at any other agency in the executive branch, an independent agency, the legislative branch, or the judicial branch." *Id.* at § 2641.204(i)(2)(iii - iv).
- Intent to influence official action. To commit a § 207(d) crime, a former employee must, in making his representational communication or appearance, "seek[] official action" with an "intent to influence." An employee "seeks official action" if his communication aims to induce a current employee to make a decision or otherwise act "in his official capacity." *See* 5 C.F.R. § 2641.204(i)(1).

A communication or appearance is made with an "intent to influence" when it is made for the purpose of "[s]eeking a Government ruling, benefit, approval, or other discretionary Government action," or "[a]ffecting Government action in connection with an issue or aspect of a matter which involves an appreciable element of actual or potential dispute or controversy." 5 C.F.R. § 2641.201(e)(1).

If, over the next two years, a question arises about a particular circumstance, feel free to contact us for fact-specific guidance.

Exceptions to 207(d)

As noted, 18 U.S.C. § 207(d) does not restrict contacts made on your own behalf, contacts where you are not seeking official action, or contacts of a purely personal nature.

Additionally, there are several statutory exceptions to the prohibitions of § 207(d) that permit you to represent another person before covered employees on official matters during your two-year cooling off period. *See* 18 U.S.C. § 207(d); 5 C.F.R. § 2641.301. While these other exceptions do not appear immediately relevant to your new position, we note them briefly for your awareness.

First, none of the restrictions apply to representational activities that you may perform on behalf of the United States or the District of Columbia or as an elected official of a State or local government. 18 U.S.C. § 207(a)(1), 207(j)(1)(A). There is also an exception for certain acts that you may perform on behalf of tribal governments. *See id.* at § 207(j)(1)(B).

Second, additional exceptions apply for the provision of testimony, the provision of scientific or technological information under certain circumstances, and the provision of information about which the former employee has special knowledge when no compensation is received, *id.* at §§ 207(j)(4)-(6), but you should consult with Counsel's Office before attempting to rely on any of these exceptions.

Third, the restrictions on communications with White House or other senior administration officials will not apply to you if you become exclusively employed by certain purely political entities (i.e., a candidate in his capacity as a candidate for Federal or State office; an authorized committee; a national committee; a national Federal campaign committee; a State committee; or a political party) or a person or entity that exclusively represents, aids, or advises only such political entities. *See* 18 U.S.C. § 207(j)(7); 5 C.F.R. § 2641.301(g). This exception is not available to you if you are employed by a firm that represents both political entities and private industry clients. *This exception does not apply to political action committees (PACs) or super PACs or any other political entity (such as a social welfare organization engaged in political activity).*

E. Criminal Restrictions Relating to Foreign Entities: 18 U.S.C. § 207(f)

For one year from the date of your departure from the EOP as a "Very Senior Employee," you may not represent *or aid or advise* a government of a foreign country or a foreign political party with the intent to influence an agency or department of the United States, *including Members of Congress and the legislative branch*. A foreign commercial corporation is not generally covered under § 207(f) unless it exercises the functions of a sovereign. Please note that, unlike the other provisions we have discussed, Section 207(f) goes beyond representational activities and extends to providing any assistance to an instrumentality of a foreign government. This provision would thus bar a former "Very Senior Employee" for one year from providing a covered foreign entity with such "behind-the-scenes" assistance as, for example, drafting a proposed communication to

a U.S. agency, advising on an appearance before Congress, or consulting on other strategies designed to persuade departmental or agency decision-makers to take action.

F. Restriction on Compensation for Representational Services Provided by Another:
18 U.S.C. § 203

It is a crime for you to receive compensation for representational services rendered by another on particular matters in which the United States was a party or had a direct and substantial interest during the time that you were a government employee. Section 203 does not apply to a fixed salary. Nor would Section 203 apply to payments that are fixed or based on your personal job performance, your seniority, or your position. *See* OGE Opinion 99x24 (Dec. 14, 1999), *Receipt for Compensation for Representational Services under 18 U.S.C. § 203* (summarizing prior opinions).

If, in the future, your compensation involves equity participation (i.e., profit-sharing, bonuses, or other compensation tied to the company's actual profits from its representational services before the government), you may not receive or accept compensation for any representational services rendered at any time by a future employer on particular matters that were pending before any United States department, agency, court, officer, or commission during your tenure at EOP.

If the Section 203 prohibition is implicated in the future and you need further guidance, please feel free to contact us.

II. EXECUTIVE ORDER 13770, ETHICS PLEDGE PROHIBITIONS

As a Trump Administration appointee you were required to sign the "Ethics Pledge" set forth in section 1 of Executive Order 13770. Under the Pledge, you have agreed to certain restrictions after you leave your appointee position. Violation of any of these provisions may result in your debarment from the EOP, or civil judicial proceedings for declaratory, injunctive, or monetary relief, including the establishment of a constructive trust and the requirement that you pay all money or things of value received by, or payable to, you as a result of your breach.

A. 5-Year Ban on Lobbying Former Agency

For five years from the date on which an appointee leaves an appointee position, he or she is precluded from engaging in lobbying activities, as that term is defined in the Lobbying Disclosure Act and Exec. Ord. 13770, with respect to any EOP component (WHO, OVP, EXR, NSC, OA, OMB, ONDCP, OSTP, PIAB, USTR, CEA, CEQ).

OGE has determined that for purposes of this provision, lobbying activities are deemed to be carried out "with respect to" an agency only to the extent that they involve the following:

1. Any oral or written communication to a covered executive branch official of that agency; or
2. Efforts that are intended, at the time of performance, to support a covered lobbying contact to a covered executive branch official of that agency.

B. Administration-Long Ban on Lobbying Covered Non-Career Officials

Upon terminating government service, you are precluded from engaging in lobbying activities with respect to any covered executive branch official or non-career Senior Executive Service appointee in any agency of the Executive Branch or any component of the EOP for the remainder of the Trump Administration. "Covered executive branch official" includes those positions listed in Attachment A.

OGE has determined that for purposes of this provision, lobbying activities are deemed to be carried out "with respect to" covered executive branch official or non-career Senior Executive Service appointee only to the extent that they involve the following:

1. Any oral or written communication to a covered executive branch official or non-career Senior Executive Service appointee; or
2. Efforts that are intended, at the time of performance, to support a covered lobbying contact to a covered executive branch official or non-career Senior Executive Service appointee of that agency.

C. Permanent Ban on Acting as an Agent of a Foreign Entity

Upon terminating government service, you are permanently prohibited from engaging in any activity on behalf of any foreign government or foreign political party which would require you to register under the Foreign Agents Registration Act of 1938, as amended.

III. NONPUBLIC INFORMATION AND SPEAKING ENGAGEMENTS

A. Use of Nonpublic Information

You are prohibited from disclosing any classified or confidential information. 18 U.S.C. § 1905; 18 U.S.C. § 798; Executive Order 13526.

You also may not use or disclose nonpublic information in any post-employment teaching, speaking or writing. Nonpublic information is information gained by reason of your federal employment and that you know or should know has not been made available to the general public. *See* 5 C.F.R. § 2635.703(b). Nonpublic information includes information that (1) is exempt from disclosure by statute, Executive Order or regulations; (2) is designated as confidential or classified; or (3) has not been disseminated to the general public and is not authorized to be made available to the public upon request. *Id.* This limitation does not restrict your ability to teach, speak or write on a subject within your area of expertise based on publicly available information, your educational background or your personal experiences, even if that teaching, speaking or writing deals generally with a subject related to your former area of responsibility.

B. Public Speaking and Media Appearances

None of the post-employment rules prohibits you from teaching, speaking publicly, or making media appearances, provided that your activity does not otherwise run afoul of the

representational prohibitions under Section 207 (i.e., you aren't communicating to or appearing before a covered official, on behalf of someone else, with the intent to influence official action) or the restrictions on the disclosure of nonpublic information. If you decide to address a public gathering during your two-year cooling-off period, OGE regulations provide the following guidance:

- The forum must not be sponsored or co-sponsored by EOP;
- A large number of people must attend the event; and
- A significant portion of attendees must not be EOP employees.

See 5 C.F.R. § 2641.204(g)(4). If these criteria are met, you may engage in exchanges with any other speaker or with any member of the audience. You may also permit the publication of your statements and opinions in a newspaper, periodical, or similar widely available publication.

IV. TERMINATION FINANCIAL DISCLOSURE REQUIREMENT

You are required to file a termination Public Financial Disclosure Report (OGE 278) with the White House Counsel within 30 days of your departure. The form will be sent to your *Integrity.gov* account. To ensure that we can reach you, you are required to provide a personal email address to the White House Counsel's Office before you leave. Similarly, it is your responsibility to reach out to the White House Counsel's Office to ensure that you can access the form in the event of technical issues. Your form will be forwarded to the Office of Government Ethics for final certification, as required by 5 C.F.R. § 2634.602(c)(1)(5).

Failure to file your form timely can result in a late filing penalty and may lead to civil or criminal prosecution. 5 U.S.C. app § 104.

V. FOR FURTHER INFORMATION

The White House Counsel's Office has a continuing obligation to provide you with post-employment advice, even after you leave government service. Please feel free to contact us if you have a question about how the post-employment rules might apply to a specific situation, please feel free to contact Scott Gast, 202-456- [REDACTED] ([REDACTED]@who.eop.gov) or David Jones, 202-456- [REDACTED] ([REDACTED]@who.eop.gov) in the Office of the White House Counsel.

ACKNOWLEDGMENT OF RECEIPT

SIGNATURE: _____

J. R. Bolton

DATE: _____

7/13/19

PERSONAL EMAIL ADDRESS: _____

[REDACTED]

ATTACHMENT A

Executive Schedule Positions listed in 5 U.S.C. §§ 5312-5316 (as of March 30, 2017)

(No Contact List for 18 U.S.C. § 207(d))

Executive Schedule I (5 U.S.C. § 5312)

Secretary of State.

Secretary of the Treasury.

Secretary of Defense.

Attorney General.

Secretary of the Interior.

Secretary of Agriculture.

Secretary of Commerce.

Secretary of Labor.

Secretary of Health and Human Services.

Secretary of Housing and Urban Development.

Secretary of Transportation.

United States Trade Representative.

Secretary of Energy.

Secretary of Education.

Secretary of Veterans Affairs.

Secretary of Homeland Security.

Director of the Office of Management and Budget.

Commissioner of Social Security, Social Security Administration.

Director of National Drug Control Policy.

Chairman, Board of Governors of the Federal Reserve System.

Director of National Intelligence.

Executive Schedule II (5 U.S.C. § 5313)

Deputy Secretary of Defense.

Deputy Secretary of State.

Deputy Secretary of State for Management and Resources.

Administrator, Agency for International Development.
Administrator of the National Aeronautics and Space Administration.
Deputy Secretary of Veterans Affairs.
Deputy Secretary of Homeland Security.
Under Secretary of Homeland Security for Management.
Deputy Secretary of the Treasury.
Deputy Secretary of Transportation.
Chairman, Nuclear Regulatory Commission.
Chairman, Council of Economic Advisers.
Director of the Office of Science and Technology.
Director of the Central Intelligence Agency.
Secretary of the Air Force.
Secretary of the Army.
Secretary of the Navy.
Administrator, Federal Aviation Administration.
Director of the National Science Foundation.
Deputy Attorney General.
Deputy Secretary of Energy.
Deputy Secretary of Agriculture.
Director of the Office of Personnel Management.
Administrator, Federal Highway Administration.
Administrator of the Environmental Protection Agency.
Under Secretary of Defense for Acquisition, Technology, and Logistics.
Deputy Secretary of Labor.
Deputy Director of the Office of Management and Budget.
Independent Members, Thrift Depositor Protection Oversight Board.
Deputy Secretary of Health and Human Services.
Deputy Secretary of the Interior.
Deputy Secretary of Education.
Deputy Secretary of Housing and Urban Development.

Deputy Director for Management, Office of Management and Budget.
Director of the Federal Housing Finance Agency.
Deputy Commissioner of Social Security, Social Security Administration.
Administrator of the Community Development Financial Institutions Fund.
Deputy Director of National Drug Control Policy.
Members, Board of Governors of the Federal Reserve System.
Under Secretary of Transportation for Policy.
Chief Executive Officer, Millennium Challenge Corporation.
Principal Deputy Director of National Intelligence.
Director of the National Counterterrorism Center.
Director of the National Counter Proliferation Center.
Administrator of the Federal Emergency Management Agency.
Federal Transit Administrator.

Executive Schedule III (5 U.S.C. § 5314)

Solicitor General of the United States.
Under Secretary of Commerce, Under Secretary of Commerce for Economic Affairs, Under Secretary of Commerce for Export Administration, and Under Secretary of Commerce for Travel and Tourism.
Under Secretaries of State (6).
Under Secretaries of the Treasury (3).
Administrator of General Services.
Administrator of the Small Business Administration.
Deputy Administrator, Agency for International Development.
Chairman of the Merit Systems Protection Board.
Chairman, Federal Communications Commission.
Chairman, Board of Directors, Federal Deposit Insurance Corporation.
Chairman, Federal Energy Regulatory Commission.
Chairman, Federal Trade Commission.
Chairman, Surface Transportation Board.
Chairman, National Labor Relations Board.

Chairman, Securities and Exchange Commission.
Chairman, National Mediation Board.
Chairman, Railroad Retirement Board.
Chairman, Federal Maritime Commission.
Comptroller of the Currency.
Commissioner of Internal Revenue.
Under Secretary of Defense for Policy.
Under Secretary of Defense (Comptroller).
Under Secretary of Defense for Personnel and Readiness.
Under Secretary of Defense for Intelligence.
Deputy Chief Management Officer of the Department of Defense.
Under Secretary of the Air Force.
Under Secretary of the Army.
Under Secretary of the Navy.
Deputy Administrator of the National Aeronautics and Space Administration.
Deputy Director of the Central Intelligence Agency.
Director of the Office of Emergency Planning.
Director of the Peace Corps.
Deputy Director, National Science Foundation.
President of the Export-Import Bank of Washington.
Members, Nuclear Regulatory Commission.
Members, Defense Nuclear Facilities Safety Board.
Director of the Federal Bureau of Investigation, Department of Justice.
Administrator of the National Highway Traffic Safety Administration.
Administrator of the Federal Motor Carrier Safety Administration.
Administrator, Federal Railroad Administration.
Chairman, National Transportation Safety Board.
Chairman of the National Endowment for the Arts the incumbent of which also serves as
Chairman of the National Council on the Arts.
Chairman of the National Endowment for the Humanities.
Director of the Federal Mediation and Conciliation Service.

President, Overseas Private Investment Corporation.

Chairman, Postal Regulatory Commission.

Chairman, Occupational Safety and Health Review Commission.

Governor of the Farm Credit Administration.

Chairman, Equal Employment Opportunity Commission.

Chairman, Consumer Product Safety Commission.

Under Secretaries of Energy (3).

Chairman, Commodity Futures Trading Commission.

Deputy United States Trade Representatives (3).

Chief Agricultural Negotiator, Office of the United States Trade Representative.

Chief Innovation and Intellectual Property Negotiator, Office of the United States Trade Representative.

Chairman, United States International Trade Commission.

Under Secretary of Commerce for Oceans and Atmosphere, the incumbent of which also serves as Administrator of the National Oceanic and Atmospheric Administration.

Under Secretary of Commerce for Standards and Technology, who also serves as Director of the National Institute of Standards and Technology.

Associate Attorney General.

Chairman, Federal Mine Safety and Health Review Commission.

Chairman, National Credit Union Administration Board.

Deputy Director of the Office of Personnel Management.

Under Secretary of Agriculture for Farm and Foreign Agricultural Services.

Under Secretary of Agriculture for Food, Nutrition, and Consumer Services.

Under Secretary of Agriculture for Natural Resources and Environment.

Under Secretary of Agriculture for Research, Education, and Economics.

Under Secretary of Agriculture for Food Safety.

Under Secretary of Agriculture for Marketing and Regulatory Programs.

Director, Institute for Scientific and Technological Cooperation.

Under Secretary of Agriculture for Rural Development.

Administrator, Maritime Administration.

Executive Director Property Review Board.

Deputy Administrator of the Environmental Protection Agency.
Archivist of the United States.
Executive Director, Federal Retirement Thrift Investment Board.
Principal Deputy Under Secretary of Defense for Acquisition, Technology, and Logistics.
Director, Trade and Development Agency.
Under Secretary for Health, Department of Veterans Affairs.
Under Secretary for Benefits, Department of Veterans Affairs.
Under Secretary for Memorial Affairs, Department of Veterans Affairs.
Under Secretaries, Department of Homeland Security.
Director of the Bureau of Citizenship and Immigration Services.
Director of the Office of Government Ethics.
Administrator for Federal Procurement Policy.
Administrator, Office of Information and Regulatory Affairs, Office of Management and Budget.
Director of the Office of Thrift Supervision.
Chairperson of the Federal Housing Finance Board.
Executive Secretary, National Space Council.
Controller, Office of Federal Financial Management, Office of Management and Budget.
Administrator, Office of the Assistant Secretary for Research and Technology of the Department of Transportation.
Deputy Director for Demand Reduction, Office of National Drug Control Policy.
Deputy Director for Supply Reduction, Office of National Drug Control Policy.
Deputy Director for State and Local Affairs, Office of National Drug Control Policy.
Under Secretary of Commerce for Intellectual Property and Director of the United States Patent and Trademark Office.
Register of Copyrights.
Commissioner of U.S. Customs and Border Protection, Department of Homeland Security.
Under Secretary of Education.
Administrator of the Centers for Medicare & Medicaid Services.
Administrator of the Office of Electronic Government.
Administrator, Pipeline and Hazardous Materials Safety Administration.

Director, Pension Benefit Guaranty Corporation.

Deputy Administrators, Federal Emergency Management Agency.

Chief Executive Officer, International Clean Energy Foundation.

Independent Member of the Financial Stability Oversight Council (1).

Director of the Office of Financial Research.

Executive Schedule IV (5 U.S.C. § 5315)

Deputy Administrator of General Services.

Associate Administrator of the National Aeronautics and Space Administration.

Assistant Administrators, Agency for International Development (6).

Regional Assistant Administrators, Agency for International Development (4).

Assistant Secretaries of Agriculture (3).

Assistant Secretaries of Commerce (11).

Assistant Secretaries of Defense (14).

Assistant Secretaries of the Air Force (4).

Assistant Secretaries of the Army (5).

Assistant Secretaries of the Navy (4).

Assistant Secretaries of Health and Human Services (6).

Assistant Secretaries of the Interior (6).

Assistant Attorneys General (11).

Assistant Secretaries of Labor (10), one of whom shall be the Assistant Secretary of Labor for Veterans' Employment and Training.

Administrator, Wage and Hour Division, Department of Labor.

Assistant Secretaries of State (24) and 4 other State Department officials to be appointed by the President, by and with the advice and consent of the Senate.

Assistant Secretaries of the Treasury (10).

Members, United States International Trade Commission (5).

Assistant Secretaries of Education (10).

General Counsel, Department of Education.

Director of Civil Defense, Department of the Army.

Deputy Director of the Office of Emergency Planning.

Deputy Director of the Office of Science and Technology.
Deputy Director of the Peace Corps.
Assistant Directors of the Office of Management and Budget (3).
General Counsel of the Department of Agriculture.
General Counsel of the Department of Commerce.
General Counsel of the Department of Defense.
General Counsel of the Department of Health and Human Services.
Solicitor of the Department of the Interior.
Solicitor of the Department of Labor.
General Counsel of the National Labor Relations Board.
General Counsel of the Department of the Treasury.
First Vice President of the Export-Import Bank of Washington.
Members, Council of Economic Advisers.
Members, Board of Directors of the Export-Import Bank of Washington.
Members, Federal Communications Commission.
Member, Board of Directors of the Federal Deposit Insurance Corporation.
Directors, Federal Housing Finance Board.
Members, Federal Energy Regulatory Commission.
Members, Federal Trade Commission.
Members, Surface Transportation Board.
Members, National Labor Relations Board.
Members, Securities and Exchange Commission.
Members, Merit Systems Protection Board.
Members, Federal Maritime Commission.
Members, National Mediation Board.
Members, Railroad Retirement Board.
Director of Selective Service.
Associate Director of the Federal Bureau of Investigation, Department of Justice.
Members, Equal Employment Opportunity Commission (4).
Director, Community Relations Service.

Members, National Transportation Safety Board.
General Counsel, Department of Transportation.
Deputy Administrator, Federal Aviation Administration.
Assistant Secretaries of Transportation (5).
Deputy Federal Highway Administrator.
Administrator of the Saint Lawrence Seaway Development Corporation.
Assistant Secretary for Science, Smithsonian Institution.
Assistant Secretary for History and Art, Smithsonian Institution.
Deputy Administrator of the Small Business Administration.
Assistant Secretaries of Housing and Urban Development (8).
General Counsel of the Department of Housing and Urban Development.
Commissioner of Interama.
Federal Insurance Administrator, Federal Emergency Management Agency.
Executive Vice President, Overseas Private Investment Corporation.
Members, National Credit Union Administration Board (2).
Members, Postal Regulatory Commission (4).
Members, Occupational Safety and Health Review Commission.
Deputy Under Secretaries of the Treasury (or Assistant Secretaries of the Treasury) (2).
Members, Consumer Product Safety Commission (4).
Members, Commodity Futures Trading Commission.
Director of Nuclear Reactor Regulation, Nuclear Regulatory Commission.
Director of Nuclear Material Safety and Safeguards, Nuclear Regulatory Commission.
Director of Nuclear Regulatory Research, Nuclear Regulatory Commission.
Executive Director for Operations, Nuclear Regulatory Commission.
President, Government National Mortgage Association, Department of Housing and Urban Development.
Assistant Secretary of Commerce for Oceans and Atmosphere, the incumbent of which also serves as Deputy Administrator of the National Oceanic and Atmospheric Administration.
Director, Bureau of Prisons, Department of Justice.
Assistant Secretaries of Energy (8).
General Counsel of the Department of Energy.

Administrator, Economic Regulatory Administration, Department of Energy.
Administrator, Energy Information Administration, Department of Energy.
Director, Office of Indian Energy Policy and Programs, Department of Energy.
Director, Office of Science, Department of Energy.
Assistant Secretary of Labor for Mine Safety and Health.
Members, Federal Mine Safety and Health Review Commission.
President, National Consumer Cooperative Bank.
Special Counsel of the Merit Systems Protection Board.
Chairman, Federal Labor Relations Authority.
Assistant Secretaries, Department of Homeland Security.
General Counsel, Department of Homeland Security.
Officer for Civil Rights and Civil Liberties, Department of Homeland Security.
Chief Financial Officer, Department of Homeland Security.
Chief Information Officer, Department of Homeland Security.
Deputy Director, Institute for Scientific and Technological Cooperation.
Director of the National Institute of Justice.
Director of the Bureau of Justice Statistics.
Chief Counsel for Advocacy, Small Business Administration.
Assistant Administrator for Toxic Substances, Environmental Protection Agency.
Assistant Administrator, Office of Solid Waste, Environmental Protection Agency.
Assistant Administrators, Environmental Protection Agency (8).
Director of Operational Test and Evaluation, Department of Defense.
Director of Cost Assessment and Program Evaluation, Department of Defense.
Special Representatives of the President for arms control, nonproliferation, and disarmament matters, Department of State.
Ambassadors at Large.
Assistant Secretary of Commerce and Director General of the United States and Foreign Commercial Service.
Assistant Secretaries, Department of Veterans Affairs (7).
General Counsel, Department of Veterans Affairs.
Commissioner of Food and Drugs, Department of Health and Human Services [1]

Chairman, Board of Veterans' Appeals.
Administrator, Office of Juvenile Justice and Delinquency Prevention.
Director, United States Marshals Service.
Chairman, United States Parole Commission.
Director, Bureau of the Census, Department of Commerce.
Director of the Institute of Museum and Library Services.
Chief Financial Officer, Department of Agriculture.
Chief Financial Officer, Department of Commerce.
Chief Financial Officer, Department of Education.
Chief Financial Officer, Department of Energy.
Chief Financial Officer, Department of Health and Human Services.
Chief Financial Officer, Department of Housing and Urban Development.
Chief Financial Officer, Department of the Interior.
Chief Financial Officer, Department of Justice.
Chief Financial Officer, Department of Labor.
Chief Financial Officer, Department of State.
Chief Financial Officer, Department of Transportation.
Chief Financial Officer, Department of the Treasury.
Chief Financial Officer, Department of Veterans Affairs.
Chief Financial Officer, Environmental Protection Agency.
Chief Financial Officer, National Aeronautics and Space Administration.
Commissioner, Office of Navajo and Hopi Indian Relocation.
Principal Deputy Under Secretary of Defense for Policy.
Principal Deputy Under Secretary of Defense for Personnel and Readiness.
Principal Deputy Under Secretary of Defense (Comptroller).
Principal Deputy Under Secretary of Defense for Intelligence..
General Counsel of the Department of the Army.
General Counsel of the Department of the Navy.
General Counsel of the Department of the Air Force.
Liaison for Community and Junior Colleges, Department of Education.

Director of the Office of Educational Technology.

Director of the International Broadcasting Bureau.

The [2] Commissioner of Labor Statistics, Department of Labor.

Administrator, Rural Utilities Service, Department of Agriculture.

Chief Information Officer, Department of Agriculture.

Chief Information Officer, Department of Commerce.

Chief Information Officer, Department of Defense (unless the official designated as the Chief Information Officer of the Department of Defense is an official listed under section 5312, 5313, or 5314 of this title).

Chief Information Officer, Department of Education.

Chief Information Officer, Department of Energy.

Chief Information Officer, Department of Health and Human Services.

Chief Information Officer, Department of Housing and Urban Development.

Chief Information Officer, Department of the Interior.

Chief Information Officer, Department of Justice.

Chief Information Officer, Department of Labor.

Chief Information Officer, Department of State.

Chief Information Officer, Department of Transportation.

Chief Information Officer, Department of the Treasury.

Chief Information Officer, Department of Veterans Affairs.

Chief Information Officer, Environmental Protection Agency.

Chief Information Officer, National Aeronautics and Space Administration.

Chief Information Officer, Agency for International Development.

Chief Information Officer, Federal Emergency Management Agency.

Chief Information Officer, General Services Administration.

Chief Information Officer, National Science Foundation.

Chief Information Officer, Nuclear Regulatory Agency.

Chief Information Officer, Office of Personnel Management.

Chief Information Officer, Small Business Administration.

Chief Information Officer of the Intelligence Community.

General Counsel of the Central Intelligence Agency.

Principal Deputy Administrator, National Nuclear Security Administration.

Additional Deputy Administrators of the National Nuclear Security Administration (3), but if the Deputy Administrator for Naval Reactors is an officer of the Navy on active duty, (2).

Deputy Under Secretary of Commerce for Intellectual Property and Deputy Director of the United States Patent and Trademark Office.

General Counsel of the Office of the Director of National Intelligence.

Chief Medical Officer, Department of Homeland Security.

Executive Schedule V (5 U.S.C. § 5316)

Administrator, Bonneville Power Administration, Department of the Interior.

Administrator of the National Capital Transportation Agency.

Associate Administrators of the Small Business Administration (4).

Associate Administrators, National Aeronautics and Space Administration (7).

Associate Deputy Administrator, National Aeronautics and Space Administration.

Deputy Associate Administrator, National Aeronautics and Space Administration.

Archivist of the United States.

Assistant Secretary of Health and Human Services for Administration.

Assistant Attorney General for Administration.

Assistant and Science Adviser to the Secretary of the Interior.

Chairman, Foreign Claims Settlement Commission of the United States, Department of Justice.

Chairman of the Renegotiation Board.

Chairman of the Subversive Activities Control Board.

Chief Counsel for the Internal Revenue Service, Department of the Treasury.

Commissioner, Federal Acquisition Service, General Services Administration.

Director, United States Fish and Wildlife Service, Department of the Interior.

Commissioner of Indian Affairs, Department of the Interior.

Commissioners, Indian Claims Commission (5).

Commissioner, Public Buildings Service, General Services Administration.

Commissioner of Reclamation, Department of the Interior.

Commissioner of Vocational Rehabilitation, Department of Health and Human Services.

Commissioner of Welfare, Department of Health and Human Services.

Director, Bureau of Mines, Department of the Interior.
Director, Geological Survey, Department of the Interior.
Deputy Commissioner of Internal Revenue, Department of the Treasury.
Associate Director of the Federal Mediation and Conciliation Service.
Associate Director for Volunteers, Peace Corps.
Associate Director for Program Development and Operations, Peace Corps.
Assistants to the Director of the Federal Bureau of Investigation, Department of Justice (2).
Assistant Directors, Office of Emergency Planning (3).
Fiscal Assistant Secretary of the Treasury.
General Counsel of the Agency for International Development.
General Counsel of the Nuclear Regulatory Commission.
General Counsel of the National Aeronautics and Space Administration.
Manpower Administrator, Department of Labor.
Members, Renegotiation Board.
Members, Subversive Activities Control Board.
Assistant Administrator of General Services.
Director, United States Travel Service, Department of Commerce.
Assistant Director (Program Planning, Analysis and Research), Office of Economic Opportunity.
Deputy Director, National Security Agency.
Director, Bureau of Land Management, Department of the Interior.
Director, National Park Service, Department of the Interior.
National Export Expansion Coordinator, Department of Commerce.
Staff Director, Commission on Civil Rights.
Assistant Secretary for Administration, Department of Transportation.
Director, United States National Museum, Smithsonian Institution.
Director, Smithsonian Astrophysical Observatory, Smithsonian Institution.
Administrator of the Environmental Science Services Administration.
Associate Directors of the Office of Personnel Management (5).
Assistant Federal Highway Administrator.
Deputy Administrator of the National Highway Traffic Safety Administration.

Deputy Administrator of the Federal Motor Carrier Safety Administration.
Assistant Federal Motor Carrier Safety Administrator.
Director, Bureau of Narcotics and Dangerous Drugs, Department of Justice.
Vice Presidents, Overseas Private Investment Corporation (3).
Deputy Administrator, Federal Transit Administration, Department of Transportation.
General Counsel of the Equal Employment Opportunity Commission.
Executive Director, Advisory Council on Historic Preservation.
Additional Officers, Department of Energy (14).
Additional officers, Nuclear Regulatory Commission (5).
Assistant Administrator for Coastal Zone Management, National Oceanic and Atmospheric Administration.
Assistant Administrator for Fisheries, National Oceanic and Atmospheric Administration.
Assistant Administrators (3), National Oceanic and Atmospheric Administration.
General Counsel, National Oceanic and Atmospheric Administration.
Members, Federal Labor Relations Authority (2) and its General Counsel.
Additional officers, Institute for Scientific and Technological Cooperation (2).
Additional officers, Office of Management and Budget (6).
Chief Scientist, National Oceanic and Atmospheric Administration.
Director, Indian Health Service, Department of Health and Human Services.
Commissioners, United States Parole Commission (8).
Commissioner, Administration on Children, Youth, and Families.
Chairman of the Advisory Council on Historic Preservation.

ATTACHMENT B

Intent to influence (5 C.F.R. § 2641.201(e)) and Examples

With the intent to influence- (l) Basic concept. The prohibition applies only to communications or appearances made by a former Government employee with the intent to influence the United States. A communication or appearance is made with the intent to influence when made for the purpose of:

- (i) Seeking a Government ruling, benefit, approval, or other discretionary Government action;
- or
- (ii) Affecting Government action in connection with an issue or aspect of a matter which involves an appreciable element of actual or potential dispute or controversy.

Example 1 to paragraph (e)(l): A former employee of the Administration on Children and Families (ACF) signs a grant application and submits it to ACF on behalf of a nonprofit organization for which she now works. She has made a communication with the intent to influence an employee of the United States because her communication was made for the purpose of seeking a Government benefit.

Example 2 to paragraph (e)(l): A former Government employee calls an agency official to complain about the auditing methods being used by the agency in connection with an audit of a Government contractor for which the former employee serves as a consultant. The former employee has made a communication with the intent to influence because his call was made for the purpose of seeking Government action in connection with an issue involving an appreciable element of dispute.

(2) Intent to influence not present. Certain communications to and appearances before employees of the United States are not made with the intent to influence, within the meaning of paragraph (e)(l) of this section, including, but not limited to, communications and appearances made solely for the purpose of:

- (i) Making a routine request not involving a potential controversy, such as a request for publicly available documents or an inquiry as to the status of a matter;
- (ii) Making factual statements or asking factual questions in a context that involves neither an appreciable element of dispute nor an effort to seek discretionary Government action, such as conveying factual information regarding matters that are not potentially controversial during the regular course of performing a contract;
- (iii) Signing and filing the tax return of another person as preparer;
- (iv) Signing an assurance that one will be responsible as principal investigator for the direction and conduct of research under a Federal grant (see example 4 to paragraph (d) of this section);

- (v) Filing a Securities and Exchange Commission (SEC) Form 10-K or similar disclosure forms required by the SEC;
- (vi) Making a communication, at the initiation of the Government, concerning work performed or to be performed under a Government contract or grant, during a routine Government site visit to premises owned or occupied by a person other than the United States where the work is performed or would be performed, in the ordinary course of evaluation, administration, or performance of an actual or proposed contract or grant; or
- (vii) Purely social contacts (see example 4 to paragraph (t) of this section).

Example 1 to paragraph (e)(2): A former Government employee calls an agency to ask for the date of a scheduled public hearing on her client's license application. This is a routine request not involving a potential controversy and is not made with the intent to influence.

Example 2 to paragraph (e)(2): In the previous example, the agency's hearing calendar is quite full, as the agency has a significant backlog of license applications. The former employee calls a former colleague at the agency to ask if the hearing date for her client could be moved up on the schedule, so that her client can move forward with its business plans more quickly. This is a communication made with the intent to influence.

Example 3 to paragraph (e)(2): A former employee of the Department of Defense (DOD) now works for a firm that has a DOD contract to produce an operator's manual for a radar device used by DOD. In the course of developing a chapter about certain technical features of the device, the former employee asks a DOD official certain factual questions about the device and its properties. The discussion does not concern any matter that is known to involve a potential controversy between the agency and the contractor. The former employee has not made a communication with the intent to influence.

Example 4 to paragraph (e)(2): A former medical officer of the Food and Drug Administration (FDA) sends a letter to the agency in which he sets out certain data from safety and efficacy tests on a new drug for which his employer, ABC Drug Co., is seeking FDA approval. Even if the letter is confined to arguably "factual" matters, such as synopses of data from clinical trials, the communication is made for the purpose of obtaining a discretionary Government action, i. e., approval of a new drug. Therefore, this is a communication made with the intent to influence.

Example 5 to paragraph (e)(2): A former Government employee now works for a management consulting firm, which has a Government contract to produce a study on the efficiency of certain agency operations. Among other things, the contract calls for the contractor to develop a range of alternative options for potential restructuring of

certain internal Government procedures. The former employee would like to meet with agency representatives to present a tentative list of options developed by the contractor. She may not do so. There is a potential for controversy between the Government and the contractor concerning the extent and adequacy of any options presented, and, moreover, the contractor may have its own interest in emphasizing certain options as opposed to others because some options may be more difficult and expensive for the contractor to develop fully than others.

Example 6 to paragraph (e)(2): A former employee of the Internal Revenue Service (IRS) prepares his client's tax return, signs it as preparer, and mails it to the IRS. He has not made a communication with the intent to influence. In the event that any controversy should arise concerning the return, the former employee may not represent the client in the proceeding, although he may answer direct factual questions about the records he used to compile figures for the return, provided that he does not argue any theories or positions to justify the use of one figure rather than another.

Example 7 to paragraph (e)(2): An agency official visits the premises of a prospective contractor to evaluate the testing procedure being proposed by the contractor for a research contract on which it has bid. A former employee of the agency, now employed by the contractor, is the person most familiar with the technical aspects of the proposed testing procedure. The agency official asks the former employee about certain technical features of the equipment used in connection with the testing procedure. The former employee may provide factual information that is responsive to the questions posed by the agency official, as such information is requested by the Government under circumstances for its convenience in reviewing the bid. However, the former employee may not argue for the appropriateness of the proposed testing procedure or otherwise advocate any position on behalf of the contractor.

Exhibit C

THE WHITE HOUSE
WASHINGTON

September 10, 2019

The Hon. John R. Bolton
9107 Fernwood Road
Bethesda, MD 20817
[REDACTED]

Dear Ambassador Bolton:

I write to continue the orderly process of your separation from service following your resignation as Assistant to the President for National Security Affairs. I know that you are committed to protecting confidential information you received while at the White House, but in an abundance of caution, I write to remind you of your continuing obligations and responsibilities to protect all confidential, privileged, and classified information and to provide for the safe return of all government property that you received in connection with your position at the Executive Office of the President ("EOP"). As the Assistant to the President for National Security Affairs, you were entrusted with information protected from disclosure, including classified information that related to some of the most sensitive matters of national security. You were previously advised that unauthorized disclosure, unauthorized retention, or negligent handling of certain classified information could cause irreparable injury to the United States or be used to advantage by a foreign nation. You agreed to consult with the EOP, even after your employment, regarding whether information in your possession might be classified. You also agreed to submit for security review to the EOP any writing or other material in any form that could contain classified information *before* submitting the writing or material to anyone without proper authorization to access such information. You also agreed to secure written authorization from the EOP before disclosing or showing such classified information to any unauthorized individual. All of these obligations extend beyond your period of employment at the EOP and the period in which you have access to classified information.

I understand that NSC security and information technology personnel visited your home today to begin the retrieval of both any classified information stored at your home and any government property provided for your use for secure communications or storage of classified material. Thank you for your cooperation in that process. Please ensure that all classified information or government property has been returned to NSC security and information technology personnel. In addition, given the nature of your former position advising the President on national security affairs, any documents that you created that have not yet been subject to classification review, including notes of meetings or telephone calls, must be submitted for a classification review before you retain them in an unsecured manner.

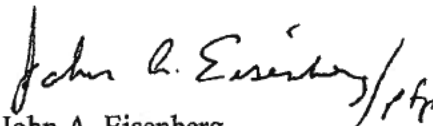
You also must return all U.S. government property in your possession, custody, or control, including handwritten notes, electronic notes, faxes, documents, memoranda, calendar entries, address book entries, voicemail, and other electronic data, regardless of the form in

which you have possession, custody, or control. Please contact my office to schedule a mutually convenient time for the return or affirm in writing that you have no U.S. government property in your possession, custody, or control.

Your obligations under the terms of your nondisclosure agreements concerning classified information and other obligations of confidentiality remain binding, and we will take all appropriate steps, which we are sure you will cooperate with, to ensure compliance. Any confidential, privileged, or classified information provided to you during your employment must be kept confidential, and under no circumstances are you authorized to reveal any such information.

My office will follow up with you separately to discuss other post-government employment matters, including your ethics and financial disclosure obligations. Please let me know if you would like to discuss any of the points above, and thank you for your continued cooperation in these matters.

Sincerely,

A handwritten signature in dark ink, appearing to read "John A. Eisenberg", followed by a stylized flourish or initials.

John A. Eisenberg
*Assistant to the President, Deputy Counsel to the
President and Legal Advisor to the NSC*

Exhibit D

Cooper & Kirk

Lawyers

A Professional Limited Liability Company

1523 New Hampshire Avenue, N.W.

Washington, D.C. 20036

Charles J. Cooper
(202) 220-9660
ccooper@cooperkirk.com

(202) 220-9600
Fax (202) 220-9601

December 30, 2019

BY HAND

Ellen J. Knight
Senior Director, Records Management Directorate
Executive Office of the President
Washington, D.C. 20500

Re: Prepublication Security Review of Book Manuscript by Ambassador John Bolton

Dear Ms. Knight:

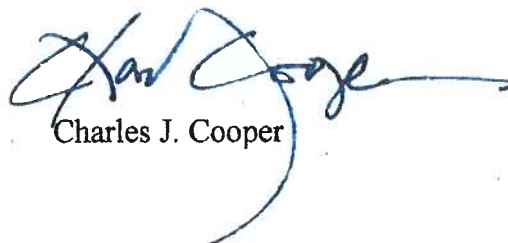
Thank you again for your helpful guidance in our telephone conversation earlier today concerning my submission, on behalf of Ambassador John Bolton, for prepublication security review of the enclosed manuscript of a book that he has prepared relating in large part to his service as National Security Advisor to the President. As I mentioned, Ambassador Bolton has carefully sought to avoid any discussion in the manuscript of sensitive compartmented information ("SCI") or other classified information, and we accordingly do not believe that prepublication review is required. We are nonetheless submitting this manuscript out of an abundance of caution, as contemplated by the nondisclosure agreements that he entered, commencing with those of April 5, 2018 immediately prior to his entry on duty.

I appreciate your assurance that the sole purpose of prepublication security review is to ensure that SCI or other classified information is not publicly disclosed. In keeping with that purpose, it is our understanding that the process of reviewing submitted materials is restricted to those career government officials and employees regularly charged with responsibility for such reviews. Accordingly, we understand that the contents of Ambassador Bolton's manuscript will not be reviewed by or otherwise disclosed to any persons not regularly involved in that process. See 28 CFR § 17.18(h) ("Material submitted for pre-publication review will be reviewed solely for the purpose of identifying and preventing the disclosure of sensitive compartmented information and other classified information. . . . Materials submitted for review will be disseminated to other persons or agencies only to the extent necessary to identify classified information.") (Justice Department prepublication review regulation). Ambassador Bolton is relying specifically on this understanding of the prepublication review process in submitting his manuscript for such review.

Ellen J. Knight
December 30, 2019
Page 2

Finally, I reiterate that the editorial and publication schedule for the manuscript is highly time sensitive, and so any efforts to complete the review before expiration of the 30-working-day deadline established in the April 5, 2018, agreement will be greatly appreciated. Please do not hesitate to contact me if you have any questions. We stand ready to be of assistance in any way possible in order to expedite your review.

Sincerely,

A handwritten signature in blue ink, appearing to read "Charles J. Cooper", with a long, sweeping horizontal line extending to the right.

Charles J. Cooper

Exhibit E

NATIONAL SECURITY COUNCIL
WASHINGTON, D.C. 20504

January 23, 2020

Charles J. Cooper
Cooper & Kirk
1523 New Hampshire Avenue NW
Washington, DC 20036

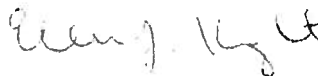
SENT VIA ELECTRONIC MAIL TO CCOOPER@COOPERKIRK.COM

Dear Mr. Cooper:

Thank you for speaking yesterday by telephone. As we discussed, the National Security Council (NSC) Access Management directorate has been provided the manuscript submitted by your client, former Assistant to the President for National Security Affairs John Bolton, for prepublication review. Based on our preliminary review, the manuscript appears to contain significant amounts of classified information. It also appears that some of this classified information is at the TOP SECRET level, which is defined by Executive Order 13526 as information that "reasonably could be expected to cause exceptionally grave harm to the national security" of the United States if disclosed without authorization. Under federal law and the nondisclosure agreements your client signed as a condition for gaining access to classified information, the manuscript may not be published or otherwise disclosed without the deletion of this classified information.

The manuscript remains under review in order for us to do our best to assist your client by identifying the classified information within the manuscript, while at the same time ensuring that publication does not harm the national security of the United States. We will do our best to work with you to ensure your client's ability to tell his story in a manner that protects U.S. national security. We will be in touch with you shortly with additional, more detailed guidance regarding next steps that should enable you to revise the manuscript and move forward as expeditiously as possible.

Sincerely,



Ellen J. Knight
Senior Director for Records, Access, and
Information Security Management

Exhibit F

Trump Tied Ukraine Aid to Inquiries He Sought, Bolton Book Says

Drafts of the book outline the potential testimony of the former national security adviser if he were called as a witness in the president's impeachment trial.



By Maggie Haberman and Michael S. Schmidt

Published Jan. 26, 2020 Updated June 10, 2020

WASHINGTON — President Trump told his national security adviser in August that he wanted to continue freezing \$391 million in security assistance to Ukraine until officials there helped with investigations into Democrats including the Bidens, according to an unpublished manuscript by the former adviser, John R. Bolton.

The president's statement as described by Mr. Bolton could undercut a key element of his impeachment defense: that the holdup in aid was separate from Mr. Trump's requests that Ukraine announce investigations into his perceived enemies, including former Vice President Joseph R. Biden Jr. and his son Hunter Biden, who had worked for a Ukrainian energy firm while his father was in office.

Mr. Bolton's explosive account of the matter at the center of Mr. Trump's impeachment trial, the third in American history, was included in drafts of a manuscript he has circulated in recent weeks to close associates. He also sent a draft to the White House for a standard review process for some current and former administration officials who write books.

Multiple people described Mr. Bolton's account of the Ukraine affair.

The book presents an outline of what Mr. Bolton might testify to if he is called as a witness in the Senate impeachment trial, the people said. The White House could use the pre-publication review process, which has no set time frame, to delay or even kill the book's publication or omit key passages.

Just after midnight on Monday, Mr. Trump denied telling Mr. Bolton that the aid was tied to investigations. "If John Bolton said this, it was only to sell a book," he wrote on Twitter, reprising his argument that the Ukrainians themselves felt "no pressure" and falsely asserting that the aid was released ahead of schedule.

Over dozens of pages, Mr. Bolton described how the Ukraine affair unfolded over several months until he departed the White House in September. He described not only the president's private disparagement of Ukraine but also new details about senior cabinet officials who have publicly tried to sidestep involvement.

For example, Secretary of State Mike Pompeo acknowledged privately that there was no basis to claims by the president's lawyer Rudolph W. Giuliani that the ambassador to Ukraine was corrupt and believed Mr. Giuliani may have been acting on behalf of other clients, Mr. Bolton wrote.

Mr. Bolton also said that after the president's July phone call with the president of Ukraine, he raised with Attorney General William P. Barr his concerns about Mr. Giuliani, who was pursuing a shadow Ukraine policy encouraged by the president, and told Mr. Barr that the president had mentioned him on the call. A spokeswoman for Mr. Barr denied that he learned of the call from Mr. Bolton; the Justice Department has said he learned about it only in mid-August.

And the acting White House chief of staff, Mick Mulvaney, was present for at least one phone call where the president and Mr. Giuliani discussed the ambassador, Mr. Bolton wrote. Mr. Mulvaney has told associates he would always step away when the president spoke with his lawyer to protect their attorney-client privilege.



Marie L. Yovanovitch, the former United States ambassador to Ukraine, testified that she was “devastated” that the president vilified her. Anna Moneymaker/The New York Times

During a previously reported May 23 meeting where top advisers and Senator Ron Johnson, Republican of Wisconsin, briefed him about their trip to Kyiv for the inauguration of President Volodymyr Zelensky, Mr. Trump railed about Ukraine trying to damage him and mentioned a conspiracy theory about a hacked Democratic server, according to Mr. Bolton.

The White House did not provide responses to questions about Mr. Bolton’s assertions, and representatives for Mr. Johnson, Mr. Pompeo and Mr. Mulvaney did not respond to emails and calls seeking comment on Sunday afternoon.

Mr. Bolton’s lawyer blamed the White House for the disclosure of the book’s contents. “It is clear, regrettably, from the New York Times article published today that the pre-publication review process has been corrupted and that information has been disclosed by persons other than those properly involved in reviewing the manuscript,” the lawyer, Charles J. Cooper, said Sunday night.

He said he provided a copy of the book to the White House on Dec. 30 — 12 days after Mr. Trump was impeached — to be reviewed for classified information, though, he said, Mr. Bolton believed it contained none.

The submission to the White House may have given Mr. Trump’s aides and lawyers direct insight into what Mr. Bolton would say if he were called to testify at Mr. Trump’s impeachment trial. It also intensified concerns among some of his advisers that they needed to block Mr. Bolton from testifying, according to two people familiar with their concerns.

The White House has ordered Mr. Bolton and other key officials with firsthand knowledge of Mr. Trump’s dealings not to cooperate with the impeachment inquiry. Mr. Bolton said in a statement this month that he would testify if subpoenaed.

In recent days, some White House officials have described Mr. Bolton as a disgruntled former employee, and have said he took notes that he should have left behind when he departed the administration.

Mr. Trump told reporters last week that he did not want Mr. Bolton to testify and said that even if he simply spoke out publicly, he could damage national security.

“The problem with John is it’s a national security problem,” Mr. Trump said at a news conference in Davos, Switzerland. “He knows some of my thoughts. He knows what I think about leaders. What happens if he reveals what I think about a certain leader and it’s not very positive?”

“It’s going to make the job very hard,” he added.

The Senate impeachment trial could end as early as Friday without witness testimony. Democrats in both the House and Senate have pressed for weeks to include any new witnesses and documents that did not surface during the House impeachment hearings to be fair, focusing on persuading the handful of Republican senators they would need to join them to succeed.

But a week into the trial, most lawmakers say the chances of 51 senators agreeing to call witnesses are dwindling, not growing.

Democrats, including Speaker Nancy Pelosi and Senator Chuck Schumer, the minority leader, said the Bolton manuscript underscored the need for him to testify, and the House impeachment managers demanded after this article was published that the Senate vote to call him. “There can be no doubt now that Mr. Bolton directly contradicts the heart of the president’s defense,” they said in a statement.

Republicans, though, were mostly silent; a spokesman for the Senate majority leader, Mitch McConnell of Kentucky, declined to comment.

Mr. Bolton would like to testify for several reasons, according to associates. He believes he has relevant information, and he has also expressed concern that if his account of the Ukraine affair emerges only after the trial, he will be accused of holding back to increase his book sales.

Mr. Bolton, 71, a fixture in conservative national security circles since his days in the Reagan administration, joined the White House in 2018 after several people recommended him to the president, including the Republican megadonor Sheldon Adelson.

But Mr. Bolton and Mr. Trump soured on each other over several global crises, including Iranian aggression, Mr. Trump's posture toward Russia and, ultimately, the Ukraine matter. Mr. Bolton was also often at odds with Mr. Pompeo and Mr. Mulvaney throughout his time in the administration.

Key to Mr. Bolton's account about Ukraine is an exchange during a meeting in August with the president after Mr. Trump returned from vacation at his golf club in Bedminster, N.J. Mr. Bolton raised the \$391 million in congressionally appropriated assistance to Ukraine for its war in the country's east against Russian-backed separatists. Officials had frozen the aid, and a deadline was looming to begin sending it to Kyiv, Mr. Bolton noted.

He, Mr. Pompeo and Defense Secretary Mark T. Esper had collectively pressed the president about releasing the aid nearly a dozen times in the preceding weeks after lower-level officials who worked on Ukraine issues began complaining about the holdup, Mr. Bolton wrote. Mr. Trump had effectively rebuffed them, airing his longstanding grievances about Ukraine, which mixed legitimate efforts by some Ukrainians to back his Democratic 2016 opponent, Hillary Clinton, with unsupported accusations and outright conspiracy theories about the country, a key American ally.

Mr. Giuliani had also spent months stoking the president's paranoia about the American ambassador to Ukraine at the time, Marie L. Yovanovitch, claiming that she was openly anti-Trump and needed to be dismissed. Mr. Trump had ordered her removed as early as April 2018 during a private dinner with two Giuliani associates and others, a recording of the conversation made public on Saturday showed.

In his August 2019 discussion with Mr. Bolton, the president appeared focused on the theories Mr. Giuliani had shared with him, replying to Mr. Bolton's question that he preferred sending no assistance to Ukraine until officials had turned over all materials they had about the Russia investigation that related to Mr. Biden and supporters of Mrs. Clinton in Ukraine.

The president often hits at multiple opponents in his harangues, and he frequently lumps together the law enforcement officials who conducted the Russia inquiry with Democrats and other perceived enemies, as he appeared to do in speaking to Mr. Bolton.

Mr. Bolton also described other key moments in the pressure campaign, including Mr. Pompeo's private acknowledgment to him last spring that Mr. Giuliani's claims about Ms. Yovanovitch had no basis and that Mr. Giuliani may have wanted her removed because she might have been targeting his clients who had dealings in Ukraine as she sought to fight corruption.

Ms. Yovanovitch, a Canadian immigrant whose parents fled the Soviet Union and Nazis, was a well-regarded career diplomat who was known as a vigorous fighter against corruption in Ukraine. She was abruptly removed last year and told the president had lost trust in her, even though a boss assured her she had "done nothing wrong."



Rudolph W. Giuliani, Mr. Trump's personal lawyer, pursued a shadow foreign policy in Ukraine with the president's encouragement. Anna Moneymaker/The New York Times

Mr. Bolton also said he warned White House lawyers that Mr. Giuliani might have been leveraging his work with the president to help his private clients.

At the impeachment trial, Mr. Trump himself had hoped to have his defense call a range of people to testify who had nothing to do with his efforts related to Ukraine, including Hunter Biden, to frame the case around Democrats. But Mr. McConnell repeatedly told the president that witnesses could backfire, and the White House has followed his lead.

Mr. McConnell and other Republicans in the Senate, working in tandem with Mr. Trump's lawyers, have spent weeks waging their own rhetorical battle to keep their colleagues within the party tent on the question of witnesses, with apparent success. Two of the four Republican senators publicly open to witness votes have sounded notes of skepticism in recent days about the wisdom of having the Senate compel testimony that the House did not get.

Since Mr. Bolton's statement, White House advisers have floated the possibility that they could go to court to try to obtain a restraining order to stop him from speaking. Such an order would be unprecedented, but any attempt to secure it could succeed in tying up his testimony in legal limbo and scaring off Republican moderates wary of letting the trial drag on when its outcome appears clear.

Katie Benner, Nicholas Fandos and Sheryl Gay Stolberg contributed reporting.

Exhibit G

Manuscript leak spurs calls for Bolton testimony

The Washington Post

January 27, 2020 Monday, Suburban Edition

Copyright 2020 The Washington Post All Rights Reserved



Distribution: Every Zone

Section: A-SECTION; Pg. A01

Length: 1433 words

Byline: Seung Min Kim;Felicia Sonmez;Josh Dawsey

Body

Alleges Trump directly

ties withholding Ukraine aid to probe of Bidens

Congressional Democrats called for former national security adviser John Bolton to testify in President Trump's impeachment trial following a new report that the president told Bolton last August that he wanted to withhold military aid to Ukraine unless it aided investigations into the Bidens.

The New York Times reported Sunday evening that in last summer's conversation, Trump directly tied the holdup of nearly \$400 million in military assistance to the investigations of former vice president Joe Biden and his son Hunter Biden. That is according to an unpublished manuscript of Bolton's forthcoming book, the Times said.

The book, 'The Room Where It Happened,' is scheduled for publication March 17, but a White House review could attempt to delay its publication or block some of its contents.

Two people familiar with the book, who spoke on the condition of anonymity because of the sensitivity of the project, confirmed that it details Trump tying aid to the desire for Biden probes and details a number of conversations about Ukraine that he had with Trump and key advisers, such as Secretary of State Mike Pompeo. They said Bolton is ready to testify in the Senate impeachment trial.

In a joint statement, the seven House impeachment managers called the report 'explosive' and urged the Senate, controlled by Republicans, to agree to call Bolton as a witness in Trump's trial, which kicks off its second full week on Monday. Bolton has said that he would testify before the Senate if subpoenaed.

'The Senate trial must seek the full truth and Mr. Bolton has vital information to provide,' the managers said in a statement Sunday. 'There is no defensible reason to wait until his book is published, when the information he has to offer is critical to the most important decision senators must now make " whether to convict the president of impeachable offenses.'

Trump is on trial, facing two charges " abuse of power and obstruction of Congress.

Melanie Michaelson

Manuscript leak spurs calls for Bolton testimony

The assertion from Bolton could undermine one core defense that has repeatedly been laid out by Trump, his defenders and his legal team: that there was no explicit quid pro quo involved when the administration withheld the military assistance, as well as a White House visit coveted by Ukraine.

The White House has said that Trump's request for Ukrainian President Volodymyr Zelensky to investigate the Bidens, as well as a discredited theory that Ukraine interfered in the 2016 elections, was because he was interested in rooting out corruption and that he did nothing improper.

The president's legal defense team is expected to mount a vigorous defense on Monday when they deliver a full day of arguments against the impeachment charges.

The revelation from the Bolton book was certain to roil the dynamics of the trial this week, when the Senate was expected to face a critical vote on whether to allow witnesses at all.

Charles Cooper, a lawyer for Bolton, said he submitted the manuscript to the National Security Council's records management division on Dec. 30 for a standard review process to examine potentially classified information. Cooper said they believed that the book manuscript did not include any classified material and that its contents would not be shared with officials outside that review process.

'It is clear, regrettably, from The New York Times article published today that the prepublication review process has been corrupted and that information has been disclosed by persons other than those properly involved in reviewing the manuscript,' Cooper said in the statement.

Sarah Tinsley, a spokeswoman for Bolton, added: 'The ambassador has not passed the draft manuscript to anyone else. Period.'

Senate Majority Leader Mitch McConnell (R-Ky.) and many Senate Republicans would prefer the Senate avoid witnesses, but at least four GOP senators are seen as potential votes for favoring more testimony: Susan Collins (Maine), Lisa Murkowski (Alaska), Mitt Romney (Utah) and Lamar Alexander (Tenn.).

Romney and Collins have already indicated that they are likely to support hearing from witnesses and getting more evidence, and Romney has also said that he would like to hear from Bolton.

'The odds of deposition for new witnesses is certainly rising dramatically,' one senior Republican official, who spoke on the condition of anonymity to candidly assess party dynamics, said Sunday evening after the publication of the Times report.

'John Bolton has the evidence. It's up to four Senate Republicans to ensure that John Bolton, Mick Mulvaney, and the others with direct knowledge of President Trump's actions testify in the Senate trial,' Senate Minority Leader Charles E. Schumer (D-N.Y.) said in a tweet.

Earlier Sunday, Trump escalated his attacks on Rep. Adam B. Schiff (D-Calif.), issuing what appears to be a veiled threat against the chairman of the House Intelligence Committee.

'Shifty Adam Schiff is a CORRUPT POLITICIAN, and probably a very sick man,' Trump tweeted Sunday morning. 'He has not paid the price, yet, for what he has done to our Country!'

Schiff is the lead impeachment manager in the Senate trial.

Schiff responded in an interview on NBC News's 'Meet the Press,' saying he believes that Trump's remarks were intended as a threat.

'This is a wrathful and vindictive president; I don't think there's any doubt about it,' Schiff said in the interview. 'And if you think there is, look at the president's tweets about me today, saying that I should 'pay a price.' '

'Do you take that as a threat?' host Chuck Todd asked.

Manuscript leak spurs calls for Bolton testimony

'I think it's intended to be,' Schiff replied.

White House press secretary Stephanie Grisham said it was 'ridiculous' for Schiff to claim that Trump was threatening him. In an appearance on Fox News Channel's 'Media Buzz,' she accused the California Democrat of 'grandstanding,' although she acknowledged that she had not had an opportunity to ask Trump what he meant by the tweet.

'I think he means . . . [Schiff] hasn't yet paid the price with the voters,' Grisham said.

She also echoed Trump's attack earlier Sunday on Schiff, saying: 'I mean, it seems he's having a little bit of a mental issue when you sit on the floor for hours and hours and hours. He's obsessed with this president and trying to take him down.'

Democrats contend that Trump has continued to publicly solicit foreign interference in U.S. elections and that the integrity of the 2020 race is at risk. The president fired back Sunday by leveling the same accusation at his political opponents.

'The Impeachment Hoax is a massive election interference the likes of which has never been seen before,' he said in a tweet.

Some Republicans on Sunday defended Trump's remarks about Schiff. In an interview on CNN's 'State of the Union,' Sen. James Lankford (R-Okla.) said he was not troubled by Trump's declaration that Schiff 'has not paid the price.'

'I don't think it's a death threat. I don't think he's encouraging a death threat,' Lankford said.

Host Jake Tapper responded by saying that 'people who are supporters of the president have heard his rhetoric and then actually tried to bomb and kill politicians and the media.'

This prompted Lankford to refer to the 2017 congressional baseball shooting that targeted Republicans and injured several people, including House Minority Whip Steve Scalise (R-La.).

'So to be able to say the president's trying to be able to spur this on would be able to say Democrats were trying to spur on the killing' of Republicans, Lankford said.

Rep. Zoe Lofgren (D-Calif.), who is also an impeachment manager, called Trump's tweet about Schiff 'really unfortunate' and said the president has said things before 'that seem threatening to people.'

'He really ought to get a grip and be a little more presidential,' she said on 'State of the Union.'

In a tweet later Sunday morning, Trump also took aim at Todd, accusing the 'Meet the Press' host of holding a 'softball interview' with Schiff and 'never even calling Shifty out on his fraudulent statement to Congress, where he made up ALL of the words of my conversation with the Ukrainian President!'

Both sides continue to spar over the question of whether the Senate trial will include witnesses. Some key Senate Republicans, already hesitant on the issue, became even more so over the weekend after Schiff referred to a CBS News report in which an anonymous Trump ally was quoted as having warned lawmakers, 'Vote against the president and your head will be on a pike.'

seung-min.kim@washpost.com

felicia.sonmez@washpost.com

Tom Hamburger contributed to this report.

Load-Date: January 27, 2020

Melanie Michaelson

Manuscript leak spurs calls for Bolton testimony

End of Document

Exhibit H

NATIONAL SECURITY COUNCIL
WASHINGTON, D.C. 20504

February 7, 2020

Charles J. Cooper
Cooper & Kirk
1523 New Hampshire Avenue NW
Washington, DC 20036

SENT VIA ELECTRONIC MAIL TO CCOOPER@COOPERKIRK.COM

Dear Mr. Cooper:

As you are aware, Executive Order 13526 defines "classified information" as information, the unauthorized disclosure of which could reasonably be expected to cause at the very least "identifiable or describable damage to the national security" of the United States. In order to avoid such damage, as a condition for access to classified national security information, the Executive Branch has long required its employees to submit to a critically important prepublication review process with respect to any such information in advance of publication. These nondisclosure requirements, agreed to by your client as a condition of access to classified information, supplement the legal obligations that federal law imposes upon all persons who receive access to classified information. I would be happy to provide you copies of agreements signed by your client if that would be helpful.

As I noted in my letter of January 23, 2020, our preliminary review determined that the draft contains numerous instances of classified information. For example, the draft contains classified discussions between the President and foreign heads of state, classified foreign government information, details about classified military plans and operations, and classified details about intelligence sharing and activities. As the former Assistant to the President for National Security Affairs, your client understands the sensitivity of these categories of information and the potential harm that could be expected to result from its unauthorized disclosure.

Given the volume of classified information currently contained in the draft, your client should modify and revise the manuscript to remove all classified information and resubmit it to us for review. To further the iterative review process, it would be most efficient for me to meet with your client to review each instance of classified information in detail and, as necessary, assist in the prioritization of any particular portions. I am available any day next week. In the meantime, your client has a duty not to publish or otherwise disclose the manuscript or any of its underlying information until he has addressed our concerns and received authorization to do so from our office.

As written, the manuscript is very detailed, suggesting that it was likely produced from notes written by your client during his service at the White House. When your client received his employee debriefing, he stated that he did not have any notes or other records from his government service. Any notes that remain in your client's possession regarding the accounts in

the manuscript may fall under the requirements of the Presidential Records Act and be subject to litigation holds. Please confirm whether your client has retained any notes or other records from his government service.

Of more immediate concern, as my letter of January 23, 2020, informed you, is that the manuscript contains classified information. NSC staff will be in contact with your client to provide additional guidance on how to safeguard any classified information in your client's possession and in the possession of anyone with whom your client has shared the draft manuscript or any of the manuscript's underlying information. In that regard, please also provide us, as soon as possible, with the names and contact information of anyone with whom your client has shared the manuscript or its underlying information or confirm that he has not shared it.

Please note that this letter, along with my letter of January 23, 2020, constitute NSC's initial response for the purposes of the nondisclosure agreements signed by your client.

Sincerely,

A handwritten signature in dark ink, appearing to read "Ellen J. Knight", written in a cursive style.

Ellen J. Knight
Senior Director for Records, Access,
and Information Security Management

Exhibit I

NATIONAL SECURITY COUNCIL
WASHINGTON, D.C. 20504

February 24, 2020

Charles J. Cooper
Cooper & Kirk
1523 New Hampshire Avenue NW
Washington, DC 20036

SENT VIA ELECTRONIC MAIL TO CCOOPER@COOPERKIRK.COM

Dear Mr. Cooper:

Last Friday, I was pleased to meet with your client, Ambassador John Bolton, to discuss our preliminary review results concerning the draft manuscript submitted for prepublication review on December 30, 2019. As I noted in my letters dated January 23, 2020, and February 7, 2020, our preliminary review determined that the draft contains numerous instances of classified information. The meeting furthered the iterative review process by providing an opportunity to inform your client of many of the specific instances of classified information identified in the draft manuscript and offer guidance to prevent unauthorized disclosure of this information for the protection of national security.

During our meeting, which lasted four hours and was most productive, I discussed with your client our use of the classification standards and categories found in Executive Order 13526, "Classified National Security Information," to identify classified information found in the draft manuscript, and he appeared to acknowledge the need to revise the manuscript to address our concerns regarding classified information. I provided guidance as to when and how he should modify language that is classified in its current form so that it no longer meets the standards to be classified. In addition, we discussed with your client guidance as to when he should delete instances of classified information found in the draft manuscript, as even with revisions the information would remain classified and thus would not be publicly releasable. Finally, I advised him on the use of citations of authorized releases and publicly available information related to national security.

I reviewed the preliminary results of three chapters in the draft manuscript in detail with your client during our meeting. Additionally, I discussed the details of a sample of review findings throughout the draft manuscript to convey instances of identified classified information. We discussed how your client can potentially avoid including classified information when discussing matters related to national security. These examples should aid your client as he revises the draft manuscript.

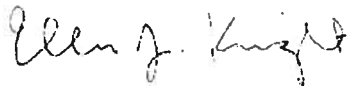
It became apparent during our meeting that it would be most helpful to the process if we hold one or more follow-on meetings. We agreed to meet again at my office to discuss the remaining portions of the draft manuscript. In order to ensure the safeguarding of identified classified

information, we discussed your proposal to locate a secure facility for your client to complete the edits of the draft manuscript. Once we complete our follow-on meetings, your client may then implement the required changes in a secure location. We can discuss the appropriate method for resubmitting the manuscript as the process moves forward.

The notes your client took at our meeting, as well as the draft manuscript he annotated, remain secured at my office. I have reviewed your client's notes to identify and redact any classified information and am enclosing a copy with this letter.

Please note the prepublication review remains in process, and your client may not publish or further disseminate the manuscript or any of its contents until authorized. Please feel free to contact me if you have any questions about next steps in the prepublication review process.

Sincerely,

A handwritten signature in black ink, appearing to read "Ellen J. Knight". The signature is written in a cursive, flowing style.

Ellen J. Knight
Senior Director for Records Access,
and Information Security Management

Enclosure: a/s

Exhibit J

John Bolton's book has been delayed until May due to White House review

CNN Wire

March 3, 2020 Tuesday 5:18 PM GMT

Copyright 2020 Cable News Network All Rights Reserved

Length: 475 words

Dateline: NEW YORK (CNN Business)

Body

NEW YORK (CNN Business) -- The publication of John Bolton's book about his time working for President Trump, "The Room Where It Happened," has been pushed back from March until May due to the Trump White House's review of the manuscript.

The delay revives questions about whether the government is unfairly holding up Bolton's book for partisan political reasons.

"I hope it's not suppressed," Bolton said at a public speaking engagement on February 17.

Bolton struck a deal to write the book shortly after stepping aside as Trump's national security adviser in September, after 17 months in that post. Simon & Schuster reportedly paid about \$2 million for the rights to the book.

On January 26, Simon & Schuster announced the book's title -- which alludes to the Oval Office -- and a March 17 release date.

That same day, The New York Times reported that the book contained information that was relevant to the Trump impeachment inquiry.

According to The Times, Bolton's manuscript alleges that Trump directed him to help with his pressure campaign to get damaging information about Democrats from Ukraine.

Bolton said on February 17 that "there are portions of the manuscript that deal with Ukraine," but he called those portions "the sprinkles on an ice cream sundae, in terms of the book. This is an effort to write history."

Bolton's lawyer submitted the manuscript to the White House for "prepublication security review" on December 30.

This is a normal process for former government officials like Bolton, to ensure that no classified information is disclosed.

But what's unfolded since then is not normal.

President Trump has lashed out at Bolton and, according to the Washington Post, has "directly weighed in on the White House review."

The Post reported on February 21 that Trump has told staffers that "everything he uttered to the departed aide about national security is classified and that he will seek to block the book's publication, according to two people familiar with the conversations."

In response, Bolton's lawyer said the "pre-publication review" is proceeding and "we have nothing to say beyond that."

Melanie Michaelson

John Bolton's book has been delayed until May due to White House review

Publishers typically need more than a few weeks to print and distribute books, so the March 17 date has been looking untenable.

On Tuesday morning Simon & Schuster adjusted the online pre-order pages for the book and announced May 12 as the new release date.

"The new date reflects the fact that the government review of the work is ongoing," a company spokesperson said.

Some people who already pre-ordered the book on Amazon received messages on Tuesday letting them know about the new publication date.

"The Room Where It Happened" is already listed in the top 100 of Amazon's bestselling books of 2020 to date, indicating a significant number of pre-orders.

TM & © 2020 Cable News Network, Inc., a WarnerMedia Company. All rights reserved.

Load-Date: March 3, 2020

End of Document

Exhibit K

Knight, Ellen J. EOP/NSC

From: Knight, Ellen J. EOP/NSC
Sent: Friday, March 27, 2020 3:52 PM
To: John R. Bolton
Cc: Christine Samuelian
Subject: Prepublication Review Edits for Pick-Up

Good afternoon Ambassador Bolton,

Thank you for submitting your revised manuscript to the National Security Council (NSC) Access Management directorate for pre-publication review. I appreciate your efforts to address the classification concerns in the latest draft version you submitted. Many of the changes are satisfactory. However, additional edits are required to ensure the protection of national security information.

To assist in making the additional required changes, I will provide a list of required edits and language substitutions to guide you in this next stage of revising the draft. I have made this list available in printed copy for you or a courier to pick-up as it contains unclassified information. After receiving the list, I ask that you review the edits and make the changes to the draft. To expedite the review process, I ask that you use "track changes" or another type of formatting convention to identify all of the edits you make so that I may distinguish between the version just reviewed and the new version you plan to submit.

It would be helpful for you to note on the list provided those edits you did not make and/or those you wish to discuss with me. Please let me know when you have finished editing the draft manuscript and completed the annotations to the list and we can then discuss the best way to address any concerns you may have with the required changes. We can also discuss the most efficient method for resubmitting the revised manuscript.

Please note I will have to review the edited manuscript again to ensure the edits were completed, checking both your work and mine to ensure no classified information remains in the manuscript. As such, I must reiterate that the prepublication review remains in process. Even after making the edits, you are not authorized to publish or further disseminate the manuscript or its contents until expressly given clearance by me to do so.

Please feel free to contact me if you have any questions about next steps in the prepublication review process.

Thank you,
Ellen

Ellen J. Knight | Senior Director
Records Access and Information Security Management
National Security Council
Executive Office of the President
202.456. [REDACTED] (desk)
202.456.9201 (main office)
[REDACTED]@nsc.eop.gov

Exhibit L




Definitive Guide to
Public Cloud Security
Across AWS, Azure,
and GCP
Lessons for IT Security
Cloud Management

Public Cloud Security Guide

See How The Major Cloud
Providers Stack Up




Get The Guide

WHITE HOUSE

Bolton book release pushed back again, to late June

The book has already been the subject of letters between Bolton's lawyer and the NSC's lawyers.



Former national security adviser John Bolton. | Jacquelyn Martin/AP Photo

By **DANIEL LIPPMAN**

04/29/2020 05:54 PM EDT



The publication of former Trump national security adviser John Bolton's tell-all book has been pushed back again to at least late June, according to a notice from Amazon.com, amid an extensive prepublication review by the National Security Council.

Bolton's book, "The Room Where It Happened: A White House Memoir," is now scheduled to be published on June 23, more than three months after it was originally supposed to be released. This is the second delay for the much-anticipated book; after the March 17 publication date slipped, it got [pushed back](#) to May 12.

Advertisement

AD

A spokesperson for Bolton declined to comment, while a spokesperson for the National Security Council, whose records management division is reviewing Bolton's draft for classified material, also did not have a comment.

Bolton's book, to be published by Simon & Schuster, has already been the subject of letters back and forth between Bolton's lawyer and NSC lawyers as the government decides what he can publicly reveal about his time in the White House.

His lawyer, Chuck Cooper, has in the past accused the White House of corrupting the prepublication review process. He also disputed the idea that Bolton put any classified information in the book in the first place.

“Ambassador Bolton has carefully sought to avoid any discussion in the manuscript of sensitive compartmented information (‘SCI’) or other classified information, and we accordingly do not believe that prepublication review is required,” he wrote in a Dec. 30 letter to the NSC.

But Ellen Knight, NSC’s senior director for records, access and information security management, sent a [letter](#) in January to Cooper warning him that the book appeared to have “significant amounts of classified information” that led Cooper to urge her to speed up the review of Bolton’s chapter on Ukraine. President Donald Trump tweeted that Bolton wrote a “nasty & untrue book” that had “All Classified National Security.”

But parts of the book, although not in formal written form, entered the public eye during Trump’s impeachment. The New York Times [reported](#) that Trump told Bolton he wanted to continue withholding U.S. government aid from Ukraine until officials publicly pledged to investigate Joe and Hunter Biden. The White House did not respond to questions about Bolton’s claims at the time, the Times reported.

Bolton offered to testify during Trump’s Senate trial, but a vote to allow witnesses [failed](#), largely along party lines.

FILED UNDER: BOOKS, JOHN BOLTON

[SHOW COMMENTS](#)

Exhibit M

Knight, Ellen J. EOP/NSC

From: Knight, Ellen J. EOP/NSC
Sent: Thursday, May 7, 2020 9:56 AM
To: John R. Bolton
Subject: Re: [EXTERNAL] Checking in

Hi Amb. Bolton,

I do not have any new information to provide at this time. The process remains ongoing. I will reach out as soon as there is an update to provide.

Thank you,
Ellen

Ellen J. Knight
Senior Director
Records Access & Information Security Management
National Security Council
Executive Office of the President
202-456-██████████
██████████@nsc.eop.gov

On May 6, 2020, at 4:32 PM, John R. Bolton <██████████> wrote:

Ellen: Hope springs eternal - any news on the letter? Thanks, John Bolton

Exhibit N

NewsRoom

6/7/20 WashingtonPost.com (Pg. Unavail. Online)
2020 WLNR 15934013

WashingtonPost.com
Copyright (c) 2020 The Washington Post

June 7, 2020

Section: /politics

John Bolton plans to publish a tell-all about his time in the White House in late June

Josh Dawsey;Tom Hamburger

John Bolton is forging ahead with plans to publish a scathing memoir about his time in President Trump's White House and is in negotiations with network television channels to promote the book, according to people familiar with the talks.

Bolton, who served as national security adviser from April 2018 to September 2019, plans to publish "The Room Where It Happened: A White House Memoir" on June 23, after embarking on a media tour to promote the book the weekend before, according to people with knowledge of the negotiations who spoke on the condition of anonymity to describe private conversations.

The White House has not formally signed off on the tome, and officials in the Trump administration have delayed the book for months due to a classification review process led by the National Security Council.

The president has said that Bolton should not publish the book until after the election and has called him a "traitor" in private for writing a negative tell-all book, The Washington Post has previously reported.

Bolton is planning to publish even if the White House does not give publication approval, people familiar with his thinking say, and believes he has removed all classified material.

The White House did not respond to a request for comment. A lawyer and spokeswoman for Bolton declined to comment. Charles Cooper, Bolton's lawyer, has previously said the ambassador "is continuing to pursue the prepublication process in good faith."

The 592-page book is expected to provide an unvarnished and caustic account of life inside the White House from the national security adviser's perspective. It is expected to describe the president's decision-making process, his warring advisers and a number of foreign policy topics, from Ukraine and Venezuela to North Korea and Iran.

The book caused a ruckus earlier this year, after the New York Times reported that Bolton's book would substantiate claims that Trump withheld military aid to pressure Ukraine's leader to launch a political investigation. People familiar with the book say Bolton will describe Ukrainian interactions in detail.

Bolton left the White House with fiercely negative views of the president, associates say. Though he has generally stayed quiet in media interviews, he has been more pointed during paid public speaking engagements.

Some of Bolton's former White House colleagues have privately criticized him as a narcissist and a knife-fighter with a temper, according to current and former White House officials. He reportedly butted heads with both Secretary of State Mike Pompeo and Treasury Secretary Steven Mnuchin, along with many other aides.

Trump still occasionally mocks Bolton for his mustache, administration officials say, and jokes that Bolton wanted to "bomb everybody," in the words of an administration official.

But he is well-respected in Republican foreign policy circles for his hawkish views and has decades of experience in the foreign policy community.

A chorus of former administration and military officials who have criticized the president publicly have often been attacked sharply by Trump in return. Last week, former secretary of defense Jim Mattis said the president had sought to divide the nation and had not engaged in "mature leadership" in an essay in The Atlantic. Other officials, including former secretary of state Rex Tillerson and former chief of staff John Kelly, have echoed some of those criticisms.

People with knowledge of the book said it would be the most detailed criticism yet from a former administration official who served at a high level of government.

What the White House could do to stop the book is unclear. Theoretically, Bolton could lose his security clearance, experts say, or be forced to forgo profits from the book.

In a 2016 settlement, Matt Bissonnette, who wrote "No Easy Day" under the pen name Mark Owen, agreed to turn over to the government all the profits and future royalties stemming from his book, at least \$6.6 million at the time.

As part of the deal, Bissonnette acknowledged he failed to get his manuscript properly cleared by the Pentagon. In exchange, the Justice Department agreed to dismiss any other claims and drop any plans to prosecute him for the release of classified information.

At the end of 2019, Bolton received a letter from Ellen Knight, the National Security Council's senior director for records, access and information security management, reminding him about the importance of submitting his manuscript for review. She said Bolton would be breaking his nondisclosure agreement with the U.S. government if he published the book without review.

"The manuscript may not be published or otherwise disclosed without the deletion of this classified information," she wrote.

Cooper had submitted the manuscript to the National Security Council for vetting on Dec. 30.

"Ambassador Bolton has carefully sought to avoid any discussion in the manuscript of . . . classified information, and we accordingly do not believe that prepublication review is required," Cooper wrote to Knight in a letter accompanying the draft. "We are nonetheless submitting this manuscript out of an abundance of caution."

People familiar with Bolton's interaction with that office said he has carefully reviewed the manuscript and has cooperated with the office and feels the book is being held up for political reasons.

josh.dawsey@washpost.com

tom.hamburger@washpost.com

---- Index References ----

Company: GRAHAM HOLDINGS CO

News Subject: (Government (1GO80); Legislation (1LE97); U.S. Legislation (1US12))

Industry: (Aerospace & Defense (1AE96); Book Publishing (1BO18); Books (1BO26); Defense (1DE43); Defense Intelligence (1DE90); Defense Policy (1DE81); Publishing (1PU26); Security (1SE29); Security Agencies (1SE35); Traditional Media (1TR30))

Region: (CIS Countries (1CI64); Eastern Europe (1EA48); Europe (1EU83); USA (1US73); Ukraine (1UK09))

Language: EN

Other Indexing: (Ellen Knight; Trump; Charles Cooper; John Kelly; Mark Owen; Rex Tillerson; Mike Pompeo; Matt Bissonnette; John Bolton; Steven Mnuchin; Jim Mattis)

Word Count: 859

End of Document

© 2020 Thomson Reuters. No claim to original U.S. Government Works.

NewsRoom

Exhibit O

NATIONAL SECURITY COUNCIL
WASHINGTON, D.C. 20504

June 8, 2020

Charles J. Cooper
Cooper & Kirk, PLLC
1523 New Hampshire Avenue, N.W.
Washington, D.C. 20036

SENT VIA ELECTRONIC MAIL TO CCOOPER@COOPERKIRK.COM

Dear Mr. Cooper:

Recently, we have become aware of press reports indicating that your client, John Bolton, intends to publish his manuscript imminently. This is inconsistent with the prepublication review process under the agreements signed by your client and under which we have been proceeding thus far. As we explained on January 23, February 7, February 24, and March 27, 2020, until the prepublication review process is complete and he receives the necessary authorization at the conclusion of that process, he may not publish or disseminate the manuscript.

The current draft manuscript still contains classified information. As we advised your client when he signed the nondisclosure agreements, and as he should be well aware as a former Assistant to the President for National Security Affairs in this Administration, the unauthorized disclosure of classified information could be exploited by a foreign power, thereby causing significant harm to the national security of the United States.

As we work to finish the iterative prepublication review process, we will provide you, no later than June 19, 2020, a copy of your client's draft manuscript with redactions for the information that has been identified as classified. Please confirm by June 10, 2020, that your client understands his legal obligations under the nondisclosure agreements and that he will not publish or disseminate any portion of the manuscript until after the prepublication review process has concluded and he has received the necessary authorization.

Please contact me if you have any questions.

Sincerely,



John A. Eisenberg
Assistant to the President,
Deputy Counsel to the President, and
Legal Advisor to the National Security Council

Exhibit P

Cooper & Kirk

Lawyers

A Professional Limited Liability Company

Charles J. Cooper
(202) 220-9660
ccooper@cooperkirk.com

1523 New Hampshire Avenue, N.W.
Washington, D.C. 20036

(202) 220-9600
Fax (202) 220-9601

June 10, 2020

Via Electronic Mail

John A. Eisenberg
Assistant to the President,
Deputy Counsel to the President, and
Legal Advisor to the National Security Council
1600 Pennsylvania Ave., NW,
Washington, DC 20500

Re: Prepublication review of Ambassador John Bolton's manuscript

Dear Mr. Eisenberg:

I write in response to your letter of June 8, 2020. Ambassador Bolton has fully discharged all duties that the Federal Government may lawfully require of him under the nondisclosure agreements that he signed upon assuming the office of National Security Advisor. As described below, Ambassador Bolton undertook, in good faith, an exhaustive and lengthy prepublication review process of his book, *The Room Where It Happened: A White House Memoir*, and the senior career professional at the National Security Council (NSC) tasked with performing such a review, Ms. Ellen Knight, assured Ambassador Bolton that there were no remaining issues of classified information in his manuscript. His own independent judgment, based on decades of experience handling classified information, confirms that his manuscript contains no classified information. It is readily apparent that the White House seeks to block publication of Ambassador Bolton's book for purely political reasons, in violation of the First and Fifth Amendments to the United States Constitution, the covenant of good faith and fair dealing implicit in the nondisclosure agreements, and the executive order and regulations governing the classification of information.

Ambassador Bolton's long and distinguished service to the government of the United States, in senior positions both in national security and law enforcement, testifies to his close familiarity with classified information at the highest levels and his extensive experience in handling it properly. And his well-deserved reputation as a fierce defender of American interests in dealing with foreign powers, both allies and enemies, establish that he would never — *never* — take an action that would compromise the national security of the United States. In drafting the manuscript for his book, Ambassador Bolton was careful to avoid including any

John A. Eisenberg
June 10, 2020
Page 2 of 5

classified information. Nonetheless, to ensure that there could be no question of his good-faith compliance with the nondisclosure agreements he signed in April 2018, Ambassador Bolton instructed me, as his lawyer, to submit the draft of his manuscript to the National Security Council for a prepublication review. As you know, the purpose of this review, as stated in one of the agreements, is “to give the United States a reasonable opportunity to determine whether the [manuscript] . . . sets forth any” classified information, and it gives the NSC 30 business days to review the material and provide its response.

I submitted the manuscript on December 30, 2019, to Ms. Knight, Senior Director for Records, Access, and Information Security Management at the National Security Council, the office responsible for conducting the prepublication review process for the NSC. In doing so, I emphasized to Ms. Knight that Ambassador Bolton was relying on regulations restricting the scope of prepublication reviews to “identifying and preventing the disclosure of . . . classified information,” and limiting disclosure of the material under review to those government officials necessary for carrying out that responsibility. These regulations are in line with Executive Order 13526’s prohibition on classifying information “in order to prevent embarrassment to a person” or to “prevent or delay the release of information that does not require protection in the interest of national security.” Ms. Knight assured me that the sole purpose of the NSC’s review would be to ensure that Ambassador Bolton’s manuscript did not disclose classified information.

Over the course of four months, Ambassador Bolton and Ms. Knight, who personally conducted the review with the assistance of a senior member of Ms. Knight’s staff, painstakingly reviewed the nearly 500-page manuscript *four times*, page by page and often line by line. During that period, the book’s announced publication date had to be pushed back twice.

Round one of the process began on January 23, as the President’s impeachment trial was getting underway on the Senate floor. Ms. Knight wrote to say that Ambassador Bolton’s manuscript contained “significant amounts of classified information” and that she would provide “detailed guidance regarding next steps that should enable [Bolton] to revise the manuscript and move forward as expeditiously as possible.” A few days later, *Vanity Fair* reported that “the president is out for revenge against his adversaries.” The article stated that the President “has an enemies list,” that “Bolton is at the top of the list,” and that the “campaign against Bolton” included Ms. Knight’s January 23 letter asserting that the manuscript contained classified information. It also reported that the President “wants Bolton to be criminally investigated.” Six days later, the President tweeted that the Ambassador had written “a nasty & untrue book”—an assessment of the book’s content that he could only have made if the manuscript had been shared with those outside the normal prepublication-review process—and he described the book as “All Classified National Security.” Notwithstanding these alarming

John A. Eisenberg
June 10, 2020
Page 3 of 5

indications that the prepublication-review process had already been corrupted, Ambassador Bolton pressed onward and continued to cooperate in good faith with the review.

On February 7 (after the White House acknowledged that NSC staff had provided a briefing about the book to White House Counsel Pat Cipollone, then leading President Trump's impeachment defense), Ms. Knight advised that "to further the iterative process, it would be most efficient for me to meet with [Ambassador Bolton] to review each instance of classified information in detail." Their first meeting took place on February 21, the same day on which the *Washington Post* reported that "President Trump has directly weighed in on the White House [prepublication] review of a forthcoming book by his former national security adviser, telling his staff that he views John Bolton as 'a traitor,' that everything he uttered to the departed aide about national security is classified and that he will seek to block the book's publication." The story also reported that the President vowed to a group of television news anchors that "we're going to try and block publication of [his] book. After I leave office, he can do this."

In the February 21 meeting, which lasted four hours, Ms. Knight, as she described it, "reviewed the preliminary results of three chapters in the draft manuscript in detail with" Ambassador Bolton. The Ambassador took five pages of handwritten notes, as he and Ms. Knight discussed her specific concerns page by page, line by line, and sometimes word by word. Three days later, Ms. Knight wrote that the meeting had been "most productive," and she suggested that "it would be most helpful to the process if we hold one or more following meetings . . . to discuss the remaining portions of the draft manuscript." Ambassador Bolton and Ms. Knight met again three times, on March 2 (approximately four hours), March 3 (over four hours), and March 4 (approximately three hours). In these meetings, they reviewed in meticulous detail each of Ms. Knight's concerns in the remaining 11 chapters, producing 34 pages of handwritten notes. Following his notes and the guidance provided by Ms. Knight, Ambassador Bolton revised his manuscript, and by March 9 he had resubmitted all 14 chapters to begin the second round of the iterative review process.

Ambassador Bolton did not hear from Ms. Knight again until March 27, when she wrote: "I appreciate your efforts to address the classification concerns in the latest draft version you submitted. Many of the changes are satisfactory. However, additional edits are required to ensure the protection of national security information. To assist in making the additional required changes, I will provide a list of required edits and language substitutions to guide you in this next stage of revising the draft." Her list amounted to 17 typed, single-spaced pages of comments, questions, suggestions of specific alternative language, and citations to publicly available source material. Working through the weekend, Ambassador Bolton responded to all

John A. Eisenberg
June 10, 2020
Page 4 of 5

17 pages on Monday, March 30, accepting the vast majority of Ms. Knight's suggestions and proposing alternative solutions to others.

The third round in the iterative review process occurred on April 13, in a telephone conversation in which Ms. Knight provided her much shorter list of remaining concerns after reviewing Ambassador Bolton's March 30 revisions. Their conversation resulted in entirely agreed-upon language changes, which were delivered to Ms. Knight the next day, April 14.

During the April 13 call, Ms. Knight also said she would review the entire manuscript one more time, to recheck the issues previously resolved and ensure that she had not overlooked any. That final review resulted in two further telephone calls, on April 21 and 24, in which she conveyed her final round of edits and some additional citations to publicly available sources. Ambassador Bolton promptly responded with the requested revisions, and on April 27, Ms. Knight, after clarifying one previously discussed edit, confirmed "that's the last edit I really have to provide for you." Thus, the lengthy, laborious process finally came to an end.

When Ambassador Bolton asked when he could expect to receive the pro-forma closing letter confirming that the prepublication review process had been concluded, Ms. Knight cryptically replied that her "interaction" with unnamed others in the White House about the book had "been very delicate," and that there were "some internal process considerations to work through." She nonetheless thought the letter might be ready that afternoon but would "know more by the end of the day." They even discussed whether the letter should be transmitted by electronic transmission or by him physically picking up the hard copy. It has now been more than six weeks since the final revisions to the book, and Ambassador Bolton has not received the letter to which Ms. Knight thought he was entitled. His inquiries of Ms. Knight as to when he would receive the letter documenting her agreement that the book contains no classified information have been answered with stiff and formal replies that she had nothing new to report. He had not heard from her, or anyone else at the NSC, since May 7, until I received your letter two days ago.

In light of the foregoing, there can be no serious dispute that Ambassador Bolton discharged in good faith any duty, contractual or otherwise, he had to undertake the prepublication-review process. The process was exhaustive, involving innumerable, often picayune changes to his manuscript. It required multiple delays in the publication date for the book, which Ambassador Bolton accommodated to allow the prepublication-review process to continue. It ended with the career professional in charge of the prepublication-review process at NSC determining that the manuscript contained no classified information and that no further changes to the manuscript were required. And it continued for four months – with Ambassador

John A. Eisenberg
June 10, 2020
Page 5 of 5

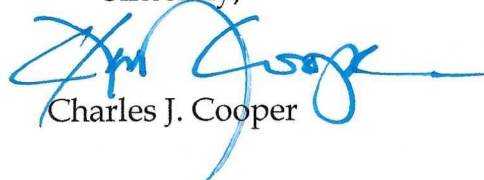
Bolton's full cooperation—even though the President repeatedly made clear throughout the review that he would seek to block the book's publication. Ambassador Bolton has fulfilled any lawful obligations he had under his nondisclosure agreements or otherwise.

Again, your June 8 letter was the first communication we have received from the White House (including from Ms. Knight) concerning the Ambassador's manuscript since May 7, and it is the first time anyone from the White House has suggested that any remaining information in the book is classified since Ms. Knight signed off on the manuscript on April 27. This last-minute allegation of classified information, coming as it does after weeks of silence from the NSC despite Ambassador Bolton's urgent inquiries, after the conclusion of an intensive four-months-long review, and—as you acknowledge—only after press reports alerted you that the Ambassador's book would be published on June 23, is a transparent attempt on the part of the White House to use national security concerns as a pretext to censor, or at least indefinitely delay, Ambassador Bolton's constitutional right to speak on matters of the utmost public import. The attempt to suppress Ambassador Bolton's book is a clear violation of the First and Fifth Amendments and the covenant of good faith and fair dealing governing the nondisclosure agreements.

It also, as a practical matter, comes too late. In reliance on Ms. Knight's assurances that his manuscript contained no classified information, that she had no further changes to his manuscript, and that she would attempt to deliver promptly the pro-forma closing letter, and after hearing *nothing* for weeks in response to his urgent requests for the closing letter, Ambassador Bolton and his publisher, Simon & Schuster, moved forward with publication of his book. The book has now been printed, bound, and shipped to distributors across the country. Ambassador Bolton has no authority to stop the book from being made available to the public on June 23.

I trust that this will conclude the matter.

Sincerely,



Charles J. Cooper

Exhibit Q

NATIONAL SECURITY COUNCIL
WASHINGTON, D.C. 20504

June 11, 2020

Charles J. Cooper
Cooper & Kirk, PLLC
1523 New Hampshire Avenue, N.W.
Washington, D.C. 20036

SENT VIA ELECTRONIC MAIL TO CCOOPER@COOPERKIRK.COM

Dear Mr. Cooper:

I was shocked and dismayed to learn from your letter of June 10, 2020, that—in brazen disregard of his obligations under his nondisclosure agreements and applicable law—your client has already provided his manuscript to a publisher, which has now printed, bound, and shipped copies to distributors across the country. Your client is well aware that the manuscript still contains classified information, because, among other things, it includes information that he himself classified and designated for declassification only after the lapse of twenty-five years. He is also well aware that the prepublication review process was still ongoing and that he never received clearance to disseminate the manuscript in its current form to *anyone* who was not authorized to handle classified information. You expressly admit that you have received no written prepublication clearance from the National Security Council. To the contrary, your client was repeatedly warned, in writing, that he was not authorized to publish the manuscript and that the process remained ongoing. Any suggestion that your client believed he had completed the prepublication process is preposterous.

By authorizing the publisher to proceed, your client has plainly violated both the classified information nondisclosure agreements that he signed and applicable law, and has betrayed his obligations to the Nation in a manner that threatens to cause significant harm to the national security of the United States. Your client is well aware that publicizing information that he learned when he served as a principal national security official would aid our Nation's adversaries. Yet he was willing to sell the Nation's secrets for a book contract. At this point, your client must do everything in his power to prevent further dissemination of the manuscript until the classified information can be removed. Your client's refusal to do so would only prove further that he is acting in his own personal interest without concern for the harm that he is causing to our Nation.

I also write to correct some of the more serious mischaracterizations and falsehoods in your letter.

First, the NSC never represented that “there were no remaining issues of classified information in [your client's] manuscript” or that “no further changes to the manuscript were required.”¹ To the contrary, Ms. Knight repeatedly explained that the prepublication process remains ongoing

¹ Letter from Charles J. Cooper to John A. Eisenberg at 1, 4 (June 10, 2020) (June 10 Letter).

and that until that process is complete and your client receives the necessary authorization at its conclusion, he may not publish or disseminate the manuscript.²

Second, the NSC did not advise your client that it had provided its “last edit” for the prepublication process on April 27, 2020.³ In fact, even after the April 27, 2020 exchange, your client repeatedly reached out to NSC to seek “news” regarding the progress of the prepublication process. Subsequently, on April 28 and again on May 7, your client was explicitly informed that the “process remains ongoing.”⁴

Third, you suggest that NSC needed to conclude the entire review process within 30 working days of your client’s first submission.⁵ As you are well aware, that claim is absurd. The relevant nondisclosure agreement provides that NSC has 30 working days to *respond* to the submission. And we did.⁶ But nothing in the nondisclosure agreement requires the prepublication process to *conclude* within 30 working days or any other set period of time.⁷ The length of the process depends on a host of factors, including the volume and type of information contained in the draft. In this case, your client’s manuscript was roughly 500 pages, and your client knowingly included voluminous amounts of classified information in it. As a result, it has required substantial effort to assess the full extent of the classified information contained within it to ensure that it is removed.

Fourth, your self-serving insinuations that the NSC review process has been directed at anything other than a good faith effort to protect national security information is offensive. Your client has taken classified information, including some that he himself classified, and sold it to the highest bidder in an attempt to make a personal profit from information that he held in trust as a public servant—and has done so without regard for the harm it would do to the national security

² See, e.g., Letter from Ellen J. Knight to Charles J. Cooper at 2 (Feb. 24, 2020) (“Please note the prepublication review remains in process, and *your client may not publish or further disseminate the manuscript or any of its contents until authorized.*”) (Emphasis added); Email from Ellen J. Knight to Charles J. Cooper (March 27, 2020) (“I must reiterate that the prepublication review remains in process. Even after making the edits, you are not authorized to publish or further disseminate the manuscript or its contents *until expressly given clearance by me to do so.*”) (Emphasis added); Email from Ellen J. Knight to Charles J. Cooper (May 7, 2020) (“I do not have any new information to provide at this time. *The process remains ongoing.* I will reach out as soon as there is an update to provide.”) (Emphasis added.).

³ June 10 Letter at 4.

⁴ Email from Ellen J. Knight to John R. Bolton (April 28, 2020); Email from Ellen J. Knight to John R. Bolton (May 7, 2020).

⁵ June 10 Letter at 2.

⁶ See Letter from Ellen J. Knight to Charles J. Cooper (Jan. 23, 2020) (“Based on our preliminary review, the manuscript appears to contain significant amounts of classified information.”); Letter from Ellen J. Knight to Charles J. Cooper at 1 (Feb. 7, 2020) (“In the meantime, your client has a duty not to publish or otherwise disclose the manuscript or any of its underlying information until he has addressed our concerns and received authorization to do so from our office.”).

⁷ See Sensitive Compartmented Information Nondisclosure Agreement Between John Robert Bolton and the United States § 5 (April 5, 2018) (“I further understand that the Department or Agency to which I have made a submission will . . . *make a response* to me within a reasonable time, not to exceed 30 working days from date of receipt.”) (Emphasis added.).

of the United States. The NSC's sole interest in this matter is to protect the national security of the United States.

Although your client has plainly placed personal profit ahead of duty to country at this point, he still has binding obligations under the nondisclosure agreements he signed and applicable law. He is under a continuing obligation to prevent the unauthorized disclosure of classified information.⁸ In addition, as your client acknowledged, "all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law."⁹

Accordingly, and for the reasons discussed above, your client remains under an obligation to stop the dissemination of the manuscript, which still contains classified information that belongs to the United States Government, the unauthorized disclosure of which could reasonably be expected to cause serious damage to national security. Please be advised that we have also referred this matter to the Department of Justice for appropriate action.

Please confirm immediately that your client will take all actions necessary to halt dissemination of his manuscript.

Sincerely,



John A. Eisenberg
Assistant to the President,
Deputy Counsel to the President, and
Legal Advisor to the National Security Council

⁸ See, e.g., Classified Information Nondisclosure Agreement Between John Robert Bolton and the United States § 8 (April 5, 2018) ("Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.").

⁹ *Id.* § 7.

CIVIL COVER SHEET

JS-44 (Rev. 6/17 DC)

I. (a) PLAINTIFFS United States of America (b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF _____ (EXCEPT IN U.S. PLAINTIFF CASES)	DEFENDANTS John R. Bolton COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT 88888 (IN U.S. PLAINTIFF CASES ONLY) <small>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED</small>
(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER) Daniel F. Van Horn Assistant United States Attorney 555 Fourth Street N.W., Washington, D.C. 20530 202-252-2506	ATTORNEYS (IF KNOWN) Charles J. Cooper Cooper & Kirk 1523 New Hampshire Ave, NW, Washington, DC 20036 202-220-9660

II. BASIS OF JURISDICTION (PLACE AN x IN ONE BOX ONLY) <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <input checked="" type="radio"/> 1 U.S. Government Plaintiff </div> <div style="width: 48%;"> <input type="radio"/> 3 Federal Question (U.S. Government Not a Party) </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 48%;"> <input type="radio"/> 2 U.S. Government Defendant </div> <div style="width: 48%;"> <input type="radio"/> 4 Diversity (Indicate Citizenship of Parties in item III) </div> </div>	III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN x IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT) FOR DIVERSITY CASES ONLY! <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="text-align: center;">PTF</th> <th style="text-align: center;">DFT</th> <th></th> <th style="text-align: center;">PTF</th> <th style="text-align: center;">DFT</th> </tr> </thead> <tbody> <tr> <td>Citizen of this State</td> <td style="text-align: center;"><input type="radio"/> 1</td> <td style="text-align: center;"><input type="radio"/> 1</td> <td>Incorporated or Principal Place of Business in This State</td> <td style="text-align: center;"><input type="radio"/> 4</td> <td style="text-align: center;"><input type="radio"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="radio"/> 2</td> <td style="text-align: center;"><input type="radio"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td style="text-align: center;"><input type="radio"/> 5</td> <td style="text-align: center;"><input type="radio"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="radio"/> 3</td> <td style="text-align: center;"><input type="radio"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="radio"/> 6</td> <td style="text-align: center;"><input type="radio"/> 6</td> </tr> </tbody> </table>		PTF	DFT		PTF	DFT	Citizen of this State	<input type="radio"/> 1	<input type="radio"/> 1	Incorporated or Principal Place of Business in This State	<input type="radio"/> 4	<input type="radio"/> 4	Citizen of Another State	<input type="radio"/> 2	<input type="radio"/> 2	Incorporated and Principal Place of Business in Another State	<input type="radio"/> 5	<input type="radio"/> 5	Citizen or Subject of a Foreign Country	<input type="radio"/> 3	<input type="radio"/> 3	Foreign Nation	<input type="radio"/> 6	<input type="radio"/> 6
	PTF	DFT		PTF	DFT																				
Citizen of this State	<input type="radio"/> 1	<input type="radio"/> 1	Incorporated or Principal Place of Business in This State	<input type="radio"/> 4	<input type="radio"/> 4																				
Citizen of Another State	<input type="radio"/> 2	<input type="radio"/> 2	Incorporated and Principal Place of Business in Another State	<input type="radio"/> 5	<input type="radio"/> 5																				
Citizen or Subject of a Foreign Country	<input type="radio"/> 3	<input type="radio"/> 3	Foreign Nation	<input type="radio"/> 6	<input type="radio"/> 6																				

IV. CASE ASSIGNMENT AND NATURE OF SUIT

(Place an X in one category, A-N, that best represents your Cause of Action and one in a corresponding Nature of Suit)

<input type="radio"/> A. Antitrust <input type="checkbox"/> 410 Antitrust	<input type="radio"/> B. Personal Injury/Malpractice <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Medical Malpractice <input type="checkbox"/> 365 Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Product Liability	<input type="radio"/> C. Administrative Agency Review <input type="checkbox"/> 151 Medicare Act <u>Social Security</u> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <u>Other Statutes</u> <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 890 Other Statutory Actions (If Administrative Agency is Involved)	<input type="radio"/> D. Temporary Restraining Order/Preliminary Injunction Any nature of suit from any category may be selected for this category of case assignment. *(If Antitrust, then A governs)*
<input type="radio"/> E. General Civil (Other) OR <input type="radio"/> F. Pro Se General Civil			
<u>Real Property</u> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent, Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property <u>Personal Property</u> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<u>Bankruptcy</u> <input type="checkbox"/> 422 Appeal 27 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <u>Prisoner Petitions</u> <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Conditions <input type="checkbox"/> 560 Civil Detainee – Conditions of Confinement <u>Property Rights</u> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent – Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark	<u>Federal Tax Suits</u> <input type="checkbox"/> 870 Taxes (US plaintiff or defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609 <u>Forfeiture/Penalty</u> <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <u>Other Statutes</u> <input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 430 Banks & Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions <input type="checkbox"/> 470 Racketeer Influenced & Corrupt Organization <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Satellite TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 890 Other Statutory Actions (if not administrative agency review or Privacy Act)

<input type="radio"/> G. Habeas Corpus/ 2255 <input type="checkbox"/> 530 Habeas Corpus – General <input type="checkbox"/> 510 Motion/Vacate Sentence <input type="checkbox"/> 463 Habeas Corpus – Alien Detainee	<input type="radio"/> H. Employment Discrimination <input type="checkbox"/> 442 Civil Rights – Employment (criteria: race, gender/sex, national origin, discrimination, disability, age, religion, retaliation) *(If pro se, select this deck)*	<input type="radio"/> I. FOIA/Privacy Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 890 Other Statutory Actions (if Privacy Act) *(If pro se, select this deck)*	<input type="radio"/> J. Student Loan <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (excluding veterans)
<input type="radio"/> K. Labor/ERISA (non-employment) <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 740 Labor Railway Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="radio"/> L. Other Civil Rights (non-employment) <input type="checkbox"/> 441 Voting (if not Voting Rights Act) <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 445 Americans w/Disabilities – Employment <input type="checkbox"/> 446 Americans w/Disabilities – Other <input type="checkbox"/> 448 Education	<input checked="" type="radio"/> M. Contract <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholder's Suits <input checked="" type="checkbox"/> 190 Other Contracts <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<input type="radio"/> N. Three-Judge Court <input type="checkbox"/> 441 Civil Rights – Voting (if Voting Rights Act)

V. ORIGIN
☒ 1 Original Proceeding
 ☐ 2 Removed from State Court
 ☐ 3 Remanded from Appellate Court
 ☐ 4 Reinstated or Reopened
 ☐ 5 Transferred from another district (specify)
 ☐ 6 Multi-district Litigation
 ☐ 7 Appeal to District Judge from Mag. Judge
 ☐ 8 Multi-district Litigation – Direct File

VI. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE.)
 28 U.S.C. 1345 - United States as Plaintiff

VII. REQUESTED IN COMPLAINT	CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 <input type="checkbox"/>	DEMAND \$ _____	JURY DEMAND: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
VIII. RELATED CASE(S) IF ANY	(See instruction)	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	If yes, please complete related case form

DATE: June 16, 2020	SIGNATURE OF ATTORNEY OF RECORD: /s/ Daniel F. Van Horn
---------------------	---

INSTRUCTIONS FOR COMPLETING CIVIL COVER SHEET JS-44
 Authority for Civil Cover Sheet

The JS-44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and services of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. Listed below are tips for completing the civil cover sheet. These tips coincide with the Roman Numerals on the cover sheet.

- I.** COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF/DEFENDANT (b) County of residence: Use 11001 to indicate plaintiff if resident of Washington, DC, 88888 if plaintiff is resident of United States but not Washington, DC, and 99999 if plaintiff is outside the United States.
- III.** CITIZENSHIP OF PRINCIPAL PARTIES: This section is completed only if diversity of citizenship was selected as the Basis of Jurisdiction under Section II.
- IV.** CASE ASSIGNMENT AND NATURE OF SUIT: The assignment of a judge to your case will depend on the category you select that best represents the primary cause of action found in your complaint. You may select only one category. You must also select one corresponding nature of suit found under the category of the case.
- VI.** CAUSE OF ACTION: Cite the U.S. Civil Statute under which you are filing and write a brief statement of the primary cause.
- VIII.** RELATED CASE(S), IF ANY: If you indicated that there is a related case, you must complete a related case form, which may be obtained from the Clerk's Office.

Because of the need for accurate and complete information, you should ensure the accuracy of the information provided prior to signing the form.

Civil Action No. 20-1580

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____.

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: